



PARK DISTRICT of OAK PARK

**PARK DISTRICT OF OAK PARK
Committee of the Whole Meeting
Hedges Administrative Center
218 Madison Street, Oak Park, Illinois 60302**

Thursday, April 6, 2023

Directly Following the Continued Regular Board Meeting from March 16, 2023

AGENDA

- I. Call to Order/Roll Call**
- II. Public Comment**
Each person is limited to three minutes. The Board may set a limit on the total amount of time allocated to public comments.
- III. Administration and Finance Committee – Commissioner Wick**
 - A. Beverage and Snack Vending Services Agreement*
 - B. Barrie Park Playground Construction Contract*
 - C. VOP IGA and Easement Agreement*
- IV. Parks and Planning Committee – Commissioner Worley-Hood**
- V. Recreation and Facility Program Committee – Commissioner Wollmuth**
- VI. New Business**
 - A. Authorization to Purchase Barrie Park Playground Surfacing Materials*
- VII. Closed Session**
- VIII. Adjournment**

* Indicates information attached.

** Indicates information to be provided before or at the meeting.

Update/Recap indicates verbal report provided at meeting no materials attached.

The Park District of Oak Park welcomes the opportunity to assist residents and visitors with disabilities. If you need special accommodations for this meeting, please call (708) 725-2017 or via email at Edith.Wood@pdop.org.

In partnership with the community, we enrich lives by providing meaningful experiences through programs, parks, and facilities.



Memo
*Beverage and Snack Vending
Services Agreement*



Memo

To: David Wick, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Bill Hamilton, Superintendent of Special Facilities &
Customer Service

CC: Jan Arnold, Executive Director

Date: March 30, 2023

Re: Beverage and Snack Vending Services Agreement



Statement

The Park District of Oak Park has had a relationship with Mark Vending for its beverage and snack vending services since 2014. The current and future vendor relationship does not include the expenditure of any funds by the Park District and requires a commission to be paid to the Park District based on a percentage of gross sales. To open the opportunity for vending services to other potential vending companies, a “Request for Qualifications” was issued on March 16 for “Beverage and Snack Vending for the Park District of Oak Park”, with a contractual term of 3-years. Sites where vending service are provided include Ridgeland Common Recreation Complex, the Gymnastics and Recreation Center, Rehm and Ridgeland Common Pools. The RFQ proposals were due on March 30 at 11am.

Discussion

RFQ’s were received on March 30 from Mark Vending of Northbrook, Miller’s Vending of Oak Park, Yami Fresh of Morton Grove, and Canteen based in Charlotte, North Carolina (who has local offices). Since the receipt of the proposals and through April 4, staff conducted a review and evaluation of the proposals and the respondents to determine which vendor is best positioned to provide the quality of service and best fit for the Park District. Selection is based on the respondent’s ability to meet the general requirements outlined in the RFQ as well as several specific selection criteria.

Recommendation

At the April 6 Committee of the Whole Meeting, staff will bring a recommendation for one of the vending companies to provide the beverage and snack vending services for the Park District, with a request for approval at the April 20 Regular Board Meeting.



Memo
*Barrie Park Playground Construction
Contract*

Memo

To: David Wick, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Chris Lindgren, Superintendent of Parks & Planning

CC: Jan Arnold, Executive Director

Date: March 29, 2023

Re: Barrie Park Playground Construction Contract



Statement

The 0.9-acre site at the southwest corner of South Lombard Avenue and Garfield Street was acquired in 1932, and named for the children's author James Barrie. It includes a center originally designed by Arthur B. Maiworm. The adjacent 3.3-acre park was acquired in 1965, and had been the site of a manufactured gas plant from 1893-1931. Soil contamination was discovered in 1999, and remediation underwent through a coordinated effort by the Park District, Village of Oak Park, ComEd, and Nicor. Cleanup and restoration took place from 2001-2005. Barrie Center is located on top of a Village underground potable water tank. A master plan was created for Barrie Park in 2015, which includes future upgrades to the playground, sled hill, and the addition of a natural play area.

Discussion

Terra Engineering Ltd. was involved in the creation of the Barrie Park Master Plan in 2015 with Altamanu being the lead landscape architect. In June of 2022, the Board approved a contract with Terra Engineering Ltd. to provide both the landscape architectural services and civil engineering services.

The park renovations include new playgrounds at the park and center locations, new surfacing, rain gardens, native plantings, sled hill repairs, outdoor fitness, and more. Drawings and specifications along with the bid packet were completed, and the project went out to bid on March 24. An on-site pre-bid meeting will be held on April 6 and bids are due on April 14.

Recommendation

Staff will bring a recommendation for contract for the Board's review and consideration at the April Regular Board Meeting.



Memo

VOP IGA and Easement Agreement

Memo

To: David Wick, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Chris Lindgren, Superintendent of Parks & Planning

CC: Jan Arnold, Executive Director

Date: March 27, 2023

Re: VOP IGA and Easement Agreement for the CRC



Statement

The Park District of Oak Park started construction of the Community Recreation Center (CRC) in March of 2022 and is nearing a completion date in May of this year. The land gifted to the Park District includes not only the land the CRC is built on, but also the east half of the alley off of South Harvey Avenue and the parking lot to the west of Highland Avenue. The Park District has chosen to keep the alley open to aid in VOP services to the residents in this area. During the construction & planning process, a number of things have been placed in the public right of way thus needing easements and an IGA.

Discussion

The first part of the IGA is due to the Park District keeping our private alley open for VOP services and residents. The IGA states that we will maintain the portion of the alley that we own similar to how the VOP maintains all other alleys in town.

Secondly, since the Park District chose to install a bioswale in line with our environmental stewardship in the VOP's right of way to help manage stormwater, we will have to maintain that space similar to our other bioswales in the public right of way.

Next, we installed a conduit from the solar canopy in the west lot, under Highland Avenue, to the CRC, as well as a conduit from 218 Madison to the CRC, crossing Madison Street with our connected fiber internet.

Lastly, the entry canopy at the CRC, driveway exit gate at Harvey Avenue, sewer and water connections in the right-of-way are all included in the agreement.

Park District legal counsel has reviewed and approved the attached.

Recommendation

Staff recommends that the Park District Board of Commissioners sign the attached Easement Agreement and IGA for the items listed as part of the CRC's construction.

Attachment: VOP IGA and Easement Agreement

PROPERTY ADDRESS:

229 Madison Street
Oak Park, Illinois 60302

P.I.N. 16-07-101-004-0000
16-07-101-005-0000
16-07-101-006-0000
16-07-102-001-0000
16-07-102-005-0000
16-07-102-006-0000
16-07-102-007-0000
16-07-102-008-0000
16-07-102-038-0000

Return to:
Village Attorney
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

(for recorder's use only)

**INTERGOVERNMENTAL MAINTENANCE AND EASEMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF OAK PARK AND THE PARK DISTRICT OF OAK PARK**

THIS INTERGOVERNMENTAL MAINTENANCE AND EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into on _____, 2023 (hereinafter referred to as the "Effective Date") by the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and the Park District of Oak Park, an Illinois municipal corporation organized and existing pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 et seq. (hereinafter referred to as the "Park District"). The Village and the Park District are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Park District is the owner of a certain parcel of real estate situated within the Village where the Park District has constructed a building to be known as the Community Recreation Center, legally described in Exhibit A attached to and by this reference incorporated into this Agreement (the "*Premises*"); and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes units of local government to

contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Village and the Park District are units of local government under Section 10(a) of the Illinois Constitution and public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, this Agreement sets forth the terms and conditions with regard to the maintenance of certain facilities serving the Premises and properties adjacent to the Premises all pursuant to Article VII, Section 10(a) of the Illinois Constitution of 1970, the Illinois Municipal Code and the Village's home rule authority.

NOW, THEREFORE, pursuant to the authority set forth above and any and all other applicable laws, and in consideration of the mutual covenants and obligations contained herein, it is agreed between the Village and the Park District as follows:

SECTION 1. RECITALS INCORPORATED

- 1.1. The above recitals are incorporated herein by reference as though fully set forth.

SECTION 2. MAINTENANCE OF PUBLIC ALLEY

2.1. **Ownership of Alley.** The Park District owns the east portion of the east-west alleyway south of Madison Street and north of Adams Street, bounded on the east by Harvey Avenue and on the west by the north-south public alley lying between Harvey Avenue and Highland Avenue and legally described in Exhibit B, attached hereto and incorporated herein by reference (hereinafter referred to as the "Alley").

2.2. **Park District Maintenance.** The Park District shall perform any and all necessary and required maintenance of the Alley, including snow and ice removal, and shall be responsible for the repair and/or replacement of the Alley or any portion thereof, including, but not limited to, the pavement of the Alley. The Park District shall keep the Alley open to the public for vehicular transport as a public alley and the Park District shall grant access to the Village to the Alley for any maintenance deemed necessary by the Village.

SECTION 3. PARK DISTRICT BIOSWALE AND LANDSCAPING LOCATED IN THE MADISON STREET RIGHT-OF-WAY

3.1. **Park District Bioswale and Landscaping.** The Park District has constructed a bioswale in the Village's right-of-way located on Madison Street as shown in the plans attached hereto and incorporated herein by reference as Exhibit C. The Park District has installed landscaping and outdoor furniture in the right-of-way, and paver materials on Madison Street as also shown in the plans attached as Exhibit C. The Park District shall be responsible for maintaining the Madison Street right-of-way area depicted in Exhibit C, which shall include the items constructed and installed by the Park District, in an acceptable condition so as not to affect

the current drainage of the area shown in Exhibit C or adjacent areas or otherwise create any unnatural condition.

3.2. **Park District Maintenance.** The Park District shall maintain the plantings shown in Exhibit C and shall maintain the outdoor furniture shown in Exhibit C in an acceptable condition, and shall maintain the paved areas in compliance with all legal requirements, including the federal Americans with Disabilities Act, as amended.

3.3. **Park District Reimbursement for Village Repairs.** The Village shall not be responsible for the removal, maintenance or replacement of any of the Park District's improvements depicted in Exhibit C. If the Village conducts any maintenance, repairs, replacement or other activities within the area depicted in Exhibit C, any additional Village costs associated with such activities due to the Park District's improvements located in the area depicted in Exhibit C shall be paid by the Park District.

3.4. **Village Notice of Maintenance and Repair Activities.** The Village shall provide 30-days prior written notice for any Village planned maintenance, repair, replacement or other activities which would affect the area depicted in Exhibit C. The Village shall not be required to provide notice for any unplanned excavations or emergencies which impact the Park District's improvements located in the area depicted in Exhibit C. Restoration following any Village maintenance, repair, replacement or other activities in the area depicted in Exhibit C shall be performed by the Park District.

3.5. **Hold Harmless.** The Park District shall indemnify, defend and hold the Village harmless from any and all claims, causes of action, damages, lawsuits, reasonable attorney fees, and/or administrative proceedings (collectively, "Claims") now or hereafter existing and resulting from the Park District's use of the Utility Easement Premises.

SECTION 4. UTILITY EASEMENT

4.1. **Ownership and Maintenance of Electrical and Communication Equipment.** The Park District has constructed a solar canopy in its parking lot west of Highland Avenue. The Park District shall have an easement for its underground electrical conduit and cable wiring for its solar canopy that crosses Highland Avenue as depicted in Exhibit D (hereinafter referred to as the "Utility Easement Premises"), attached hereto and incorporated herein by reference. The Park District shall own and maintain the electrical and communication equipment located in Exhibit D.

4.2. **Grant of Easement for Electrical and Communication Equipment.** The Park District's utility easement shown in Exhibit D shall be over, upon, along, under, through and across the Utility Easement Premises for the purposes of construction, installation, operation, maintenance, repair, replacement and removal of electrical and communication equipment. The Park District's officers, agents, representatives, employees, licensees, successors, or assigns shall have the perpetual right, privilege and authority to enter upon the Utility Easement Premises either by vehicle or on foot to survey, construct, reconstruct, test, repair, inspect, maintain,

renew, operate and remove its electrical and communication equipment, together with the right of access across the Utility Easement Premises for necessary workers and equipment to do any of the required work.

4.3. Construction Limited to Utility Easement Premises. During the, maintenance or repair of the electrical and communication equipment authorized by this Agreement, all work activity shall be confined within the Utility Easement Premises. All debris resulting from the construction, maintenance or repair activities shall be legally disposed of off of the Village's property. Any construction work, maintenance or repairs undertaken pursuant to this Agreement by Grantee shall not unreasonably interfere with the Village's use of the Utility Easement Premises.

4.4. Utility Locates. The Village shall provide utility locates of any of the Park District's electrical and communication equipment located within the Utility Easement Premises. The Park District shall allow the Village access to Park District property in order for the Village to complete any and all utility locates. The Village shall not be responsible for any all claims, causes of action, damages, lawsuits, reasonable attorney fees, and/or administrative proceedings (collectively, "Claims") arising out of or resulting from the Village's performance of any utility locates of the Park District's electrical and communications equipment and the Park District shall indemnify, defend and hold the Village harmless from any and all such Claims, except to the extent the Claims are based on, arise out of, or are caused by the gross, willful and intentional misconduct of the Village.

4.5. Work Performed in the Utility Easement Premises. The utility easement granted pursuant to this Section 4 shall be subject to the condition that all construction and other work by any entity within the Utility Easement Premises shall be performed in accordance with the various requirements of municipal, county, state, and federal laws, ordinances, or regulations, and the Park District shall perform all work in a good and workmanlike manner.

4.6. Hold Harmless. The Park District shall indemnify, defend and hold the Village and the Village's officials, officers, employees, agents and volunteers from any and all claims, suits, losses, liabilities, actions, lawsuits, costs and fees, including reasonable attorneys' fees, of every nature or description arising from, growing out of, or because of any act or omission, neglect, or misconduct now or hereafter existing and resulting from the Park District's use of the Utility Easement Premises. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

4.7. Covenant Running with the Land. The utility easement granted pursuant to this Section 4. shall be a covenant running with the land and shall be binding upon the Park District, the Village and any of their lessees, successors in interest, heirs, tenants, devisees and assigns from and after the Effective Date of this Agreement.

4.8. Termination. The utility easement granted pursuant to this Section 4 shall terminate if the Park District no longer maintains a Community Recreation Center at the property legally described in Exhibit A. The Park District shall be required to execute and record with the

Cook County Clerk a release and termination of this utility easement if the Park District's no longer maintains a Community Recreation Center at the property legally described in Exhibit A.

SECTION 5. WATER AND SEWER SERVICES

5.1. **Park District Ownership of Water Service Pipe and Connections.** The Park District has installed water and sewer utility services in the Village's right-of-way located on Madison Street as depicted in Exhibit C. The Park District shall own and maintain the water service pipe and connections from the water meter to the Village valve at the water main in the street. The Park District shall own and maintain the sewer service pipes, manholes, and fittings from the building to the connection with the Village sewer main at the Village manhole in the street.

5.2. **Hold Harmless.** The Park District shall indemnify, defend and hold the Village and the Village's officials, officers, employees, agents and volunteers from any and all claims, suits, losses, liabilities, actions, lawsuits, costs and fees, including reasonable attorneys' fees, of every nature or description arising from, growing out of, or because of any act or omission, neglect, or misconduct now or hereafter existing and resulting from the Park District's water service pipe and connections from the water meter to the Village valve at the water main in the street. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

SECTION 6. DRIVEWAY GATE

6.1. **Driveway Gate Maintenance and Operation.** The Park District has installed a vehicular gate system located at the Harvey Avenue exit from the Park District's parking lot as depicted in Exhibit C. The Park District shall maintain and operate the vehicular gate system as an exit only system to travel northbound on Harvey Avenue only.

SECTION 7. CANOPY EASEMENT

7.1. **Grant of Canopy Easement.** The Park District has installed a canopy for its Community Recreation Center along Madison Street. The Park District shall have an easement for its canopy that encroaches into the public right of way on Madison Street by approximately three (3) feet as depicted in Exhibit E ("Canopy Easement Premises"), attached hereto and incorporated herein by reference. The Park District shall own and maintain the canopy located in Exhibit E.

7.2. **Purpose of Easement.** The Park District's easement shall be over, along, and across the Canopy Easement Premises as depicted in Exhibit E for the purpose of construction, installation, operation, maintenance, repair, replacement, relocation, removal and use of the encroachments attached to and running along the north side of the building as depicted in Exhibit E.

7.3. **Construction Limited to Utility Easement Premises.** During the, maintenance or repair of the canopy authorized by this Agreement, all work activity shall be confined within the

Canopy Easement Premises. All debris resulting from the construction, maintenance or repair activities shall be legally disposed of off of the Village's property. Any construction work, maintenance or repairs undertaken pursuant to this Agreement by Grantee shall not unreasonably interfere with the Village's use of the Canopy Easement Premises.

7.4. Work Performed in the Utility Easement Premises. The canopy easement granted pursuant to this Section 7 shall be subject to the condition that all construction and other work by any entity within the Canopy Easement Premises shall be performed in accordance with the various requirements of municipal, county, state, and federal laws, ordinances, or regulations, and the Park District shall perform all work in a good and workmanlike manner.

7.5. Hold Harmless. The Park District shall indemnify, defend and hold the Village and the Village's officials, officers, employees, agents and volunteers from any and all claims, suits, losses, liabilities, actions, lawsuits, costs and fees, including reasonable attorneys' fees, of every nature or description arising from, growing out of, or because of any act or omission, neglect, or misconduct now or hereafter existing and resulting from the Park District's use of the Canopy Easement Premises. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

7.6. Covenant Running with the Land. The canopy easement granted pursuant to this Section 7. shall be a covenant running with the land and shall be binding upon the Park District, the Village and any of their lessees, successors in interest, heirs, tenants, devisees and assigns from and after the Effective Date of this Agreement.

7.7. Termination. The canopy easement granted pursuant to this Section 4 shall terminate if the Park District no longer maintains a Community Recreation Center at the property legally described in Exhibit A. The Park District shall be required to execute and record with the Cook County Clerk a release and termination of this canopy easement if the Park District's no longer maintains a Community Recreation Center at the property legally described in Exhibit A.

SECTION 8. PERMIT REQUIRED FOR PARK DISTRICT WORK

8.1. Permit Required for Park District Work. The Park District shall be required to obtain a permit from the Village for any construction, installation, maintenance, repair, replacement and removal of any its facilities, equipment, or installations referenced in Sections 2-7 of this Agreement.

SECTION 9. TERM OF AGREEMENT

9.1. The term of this Agreement shall commence on the Effective Date as set forth herein and shall remain in place for as long as the Park District maintains its community recreation center at the property legally described in Exhibit A.

9.2. Except as provided herein, the Village and the Park District may mutually consent in writing to the termination of this Agreement. In the event the Park District is dissolved for

whatever reason, this Agreement shall automatically terminate on the Effective Date of such dissolution.

SECTION 10. INSURANCE

10.1. The Park District shall maintain the policies and coverage of insurance provided by the Park District Risk Management Agency ("PDRMA"), which is the Park District's risk management pool, including workers' compensation, general liability, and automobile liability coverage, during the entire term of this Agreement and, from time to time at the request of the Village, furnish proof of such insurance to the Village.

10.2. If the Park District purchases insurance pursuant to this Section 10, such insurance shall be obtained and continuously maintained with responsible insurance companies selected by the Park District or the Village or their successors having at a minimum of a Best rating of "A" and a financial size category of Class M or better in Best's Insurance Guide that are authorized under the laws of the State of Illinois to assume the risks covered by such policies. Each policy must contain a provision that the insurer will not cancel nor materially modify the policy without giving written notice to the insured and the Village at least 30 days before the cancellation or modification becomes effective. Not less than 15 days prior to the expiration of any policy, the Park District or its successor must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section 10. In lieu of a separate policy, the Park District its successor may maintain a single policy, blanket or umbrella policy, or a combination thereof, having the coverage required herein.

SECTION 11. WAIVER

11.1. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by the Village or by the Park District shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Agreement. All of the remedies conferred on either the Village or the Park District in this Agreement and by law shall be deemed cumulative and not exclusive of the other.

SECTION 12. AMENDMENT OR MODIFICATION

12.1 Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed here, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Agreement.

SECTION 13. NOTICES

13.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile or electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village: Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

If to the Park District: Executive Director
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302
Email: jan.arnold@pdop.org

14.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

14.3. Notice by electronic transmission shall be effective as of date and time electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic transmission notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

SECTION 15. GOVERNING LAW

15.1. The laws of the State of Illinois shall apply to the interpretation of this Agreement.

SECTION 16. ENTIRE AGREEMENT

16.1. This Agreement constitutes the entire agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than as contained herein.

16.2. This Agreement may not be modified, omitted or changed in any way except by written agreement duly signed by persons authorized to sign agreements on behalf of the Village and the Park District.

SECTION 17. FAILURE TO PERFORM

17.1. **Failure to Perform.** If the Park District fails to do any of the obligations or actions required of it by this Agreement and such failure continues for a period of 10 days or more after written notice pursuant to Section 14 from the Village specifying the nature of anything required to be done, the Village may, but shall not be required to, do or perform or cause to be done or performed such obligation or action required of the Park District. The 10-day period will extend automatically if the failure cannot reasonably be cured within 10 days and the Park District is

diligently and continuously undertaking to cure the failure. The Village Manager and the Park District Executive Director shall meet and confer to resolve the matter prior to formal notice being provided pursuant to this Section.

SECTION 18. VENUE

18.1. Venue for any action taken by either the Village or the Park District, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of Cook County, Illinois.

SECTION 19. SEVERABILITY

19.1. If any of the provisions of this Agreement shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Agreement.

SECTION 20. SECTION HEADINGS

20.1. The section headings provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

SECTION 21. BINDING AUTHORITY

21.1. The individuals executing this Agreement on behalf of the Village and the Park District represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

SECTION 22. REPRESENTATIONS AND WARRANTIES

22.1. The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that it is a municipal corporation duly organized and validly existing under the laws of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement; and

22.2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary action on the part of the Village; (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; (iii) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject; and (iv) that the Village is the title holder of the Premises; and

22.3. The Park District represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that it is a park district duly organized and validly existing

under the laws of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement; and

22.4. The execution, delivery and the performance of this Agreement and the consummation by the Park District of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary action on the part of the Park District; (ii) require no other consents, approvals or authorizations on the part of the Park District in connection with the Park District's execution and delivery of this Agreement; and (iii) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Park District is subject; and

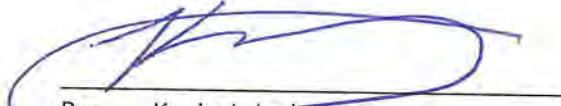
SECTION 23. THIRD PARTIES

23.1. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person or entity other than the Village and the Park District, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Park District, nor shall any provision give any third parties any rights or subrogation or action over or against either the Village or the Park District. This Agreement is not intended to and does not create any third-Party beneficiary rights whatsoever.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the Effective Date.

VILLAGE OF OAK PARK

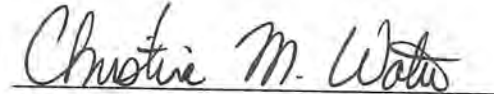

 By: Kevin J. Jackson
 Its: Village Manager

State of Illinois)
)
 County of Cook)

The foregoing instrument was acknowledged before me by Kevin J. Jackson, Village Manager of the Village of Oak Park, and Christina M. Waters, Village Clerk of the Village of Oak Park this 22 day of March, 2023.


 Notary Public

ATTEST


 By: Christina M. Waters
 Its: Village Clerk



PARK DISTRICT OF OAK PARK

By: Kassie Porreca
 Its: Board President

State of Illinois)
)
 County of Cook)

ATTEST

By: Chris Wollmuth
 Its: Board Secretary

The foregoing instrument was acknowledged before me by Kassie Porreca, Board President of the Park District of Oak Park, and Chris Wollmuth, Board Secretary of the Park District of Oak Park this ____ day of _____, 2023.

- NOTARY SEAL -

 Notary Public

This instrument was prepared by: Paul L. Stephanides, Village Attorney, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302



EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 8, 9 AND 10 IN BLOCK 1 IN HARNSTROM'S ADDITION TO OAK PARK, SAID ADDITION BEING A SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 176 THROUGH 185, BOTH INCLUSIVE, IN THE HIGHLANDS, A SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF A 14 FOOT WIDE VACATED PUBLIC ALLEY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 176 IN THE HIGHLANDS, A SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF LOT 176, SAID LINE ALSO BEING THE WEST RIGHT OF WAY OF HARVEY AVENUE, FOR A DISTANCE OF 115.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 176 AND THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST RIGHT OF WAY LINE EXTENDED 14.00 FEET TO THE NORTHEAST CORNER OF LOT 227 IN SAID THE HIGHLANDS SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 227, SAID LINE ALSO BEING THE SOUTH LINE OF A 14 FOOT WIDE PUBLIC ALLEY, FOR A DISTANCE OF 125.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 227; THENCE NORTH ALONG THE EXTENSION OF THE WEST LINE OF SAID LOT 227 FOR A DISTANCE OF 14.00 FEET TO THE NORTH LINE OF THE 14 FOOT WIDE PUBLIC ALLEY, SAID LINE ALSO BEING THE SOUTH LINE OF LOT 180 IN SAID THE HIGHLANDS SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF THE PUBLIC ALLEY TO THE SOUTHEAST CORNER OF SAID LOT 176 AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B**LEGAL DESCRIPTION OF PARK DISTRICT ALLEY**

THAT PART OF A 14 FOOT WIDE VACATED PUBLIC ALLEY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 176 IN THE HIGHLANDS, A SUBDIVISION OF THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF LOT 176, SAID LINE ALSO BEING THE WEST RIGHT OF WAY OF HARVEY AVENUE, FOR A DISTANCE OF 115.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 176 AND THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST RIGHT OF WAY LINE EXTENDED 14.00 FEET TO THE NORTHEAST CORNER OF LOT 227 IN SAID THE HIGHLANDS SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 227, SAID LINE ALSO BEING THE SOUTH LINE OF A 14 FOOT WIDE PUBLIC ALLEY, FOR A DISTANCE OF 125.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 227; THENCE NORTH ALONG THE EXTENSION OF THE WEST LINE OF SAID LOT 227 FOR A DISTANCE OF 14.00 FEET TO THE NORTH LINE OF THE 14 FOOT WIDE PUBLIC ALLEY, SAID LINE ALSO BEING THE SOUTH LINE OF LOT 180 IN SAID THE HIGHLANDS SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF THE PUBLIC ALLEY TO THE SOUTHEAST CORNER OF SAID LOT 176 AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

PARK DISTRICT PLANS

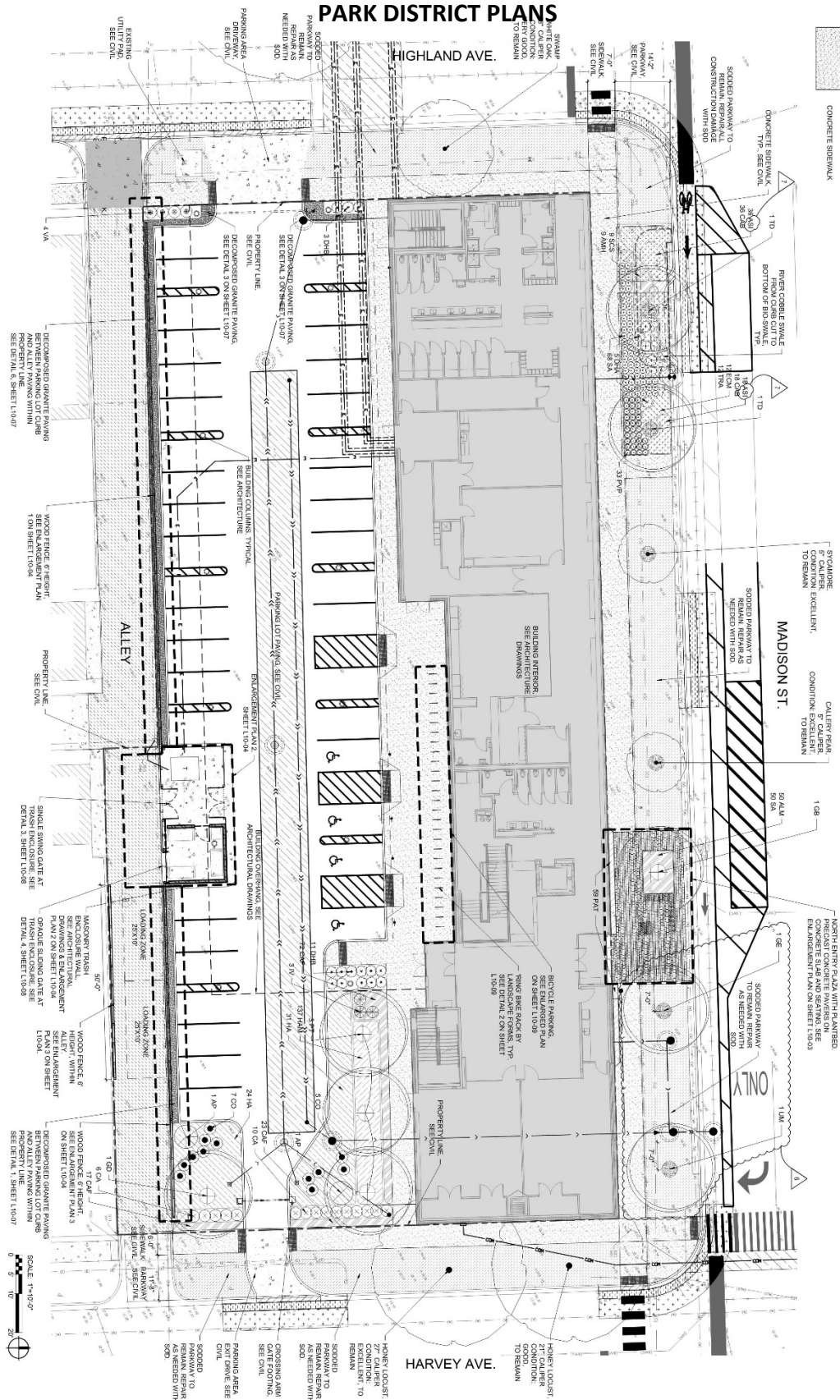


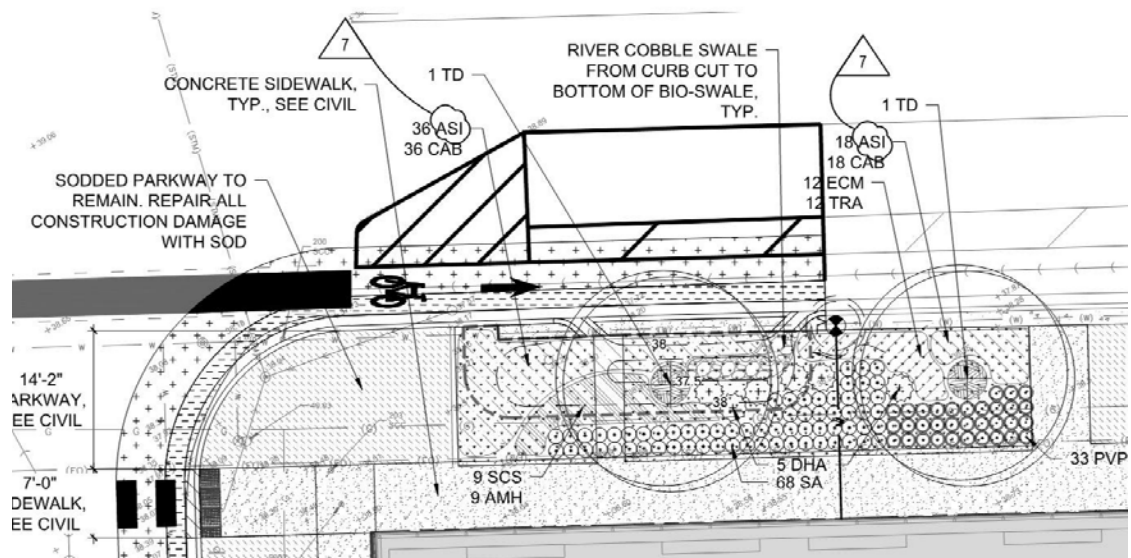
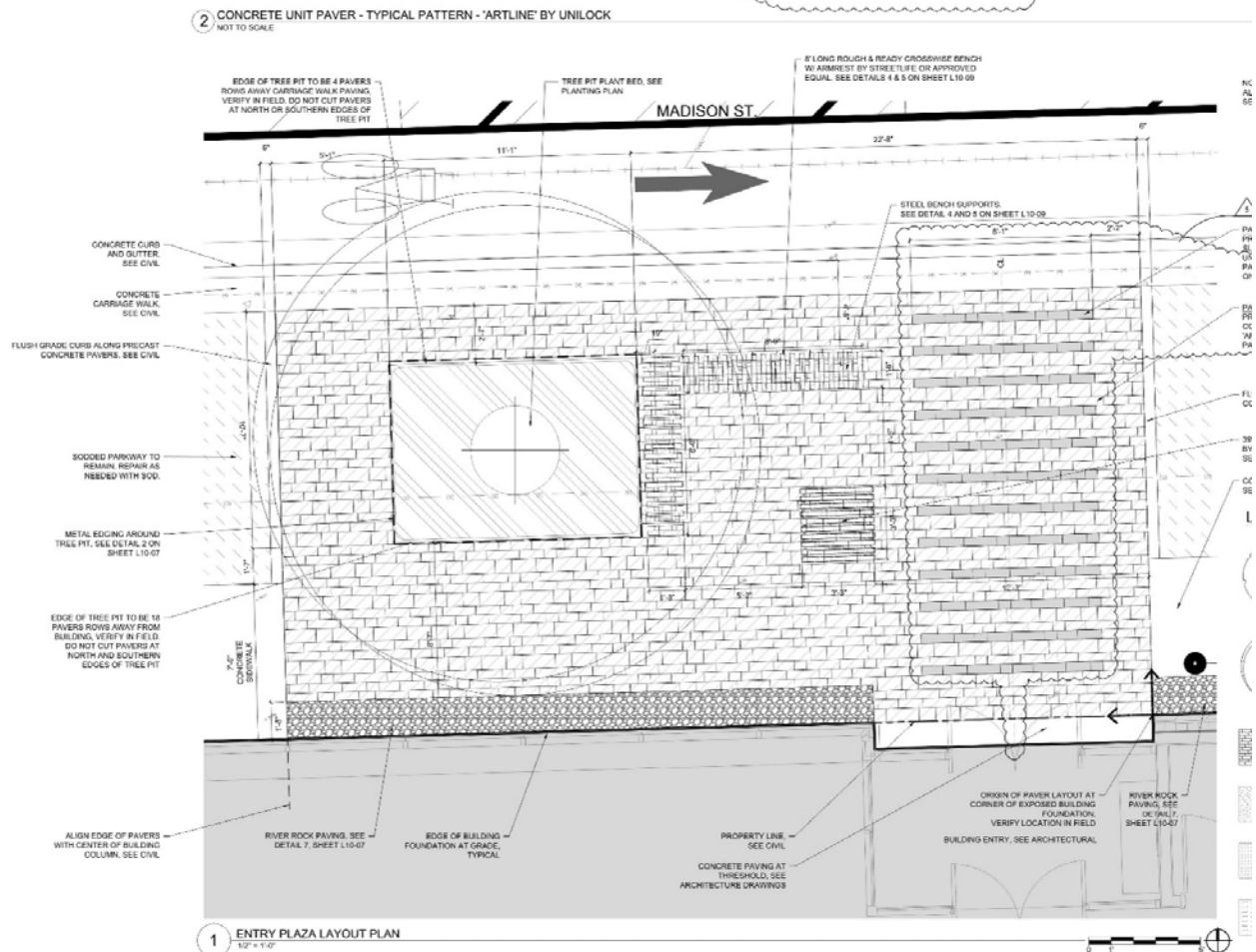
EXHIBIT C**PARK DISTRICT PLANS**

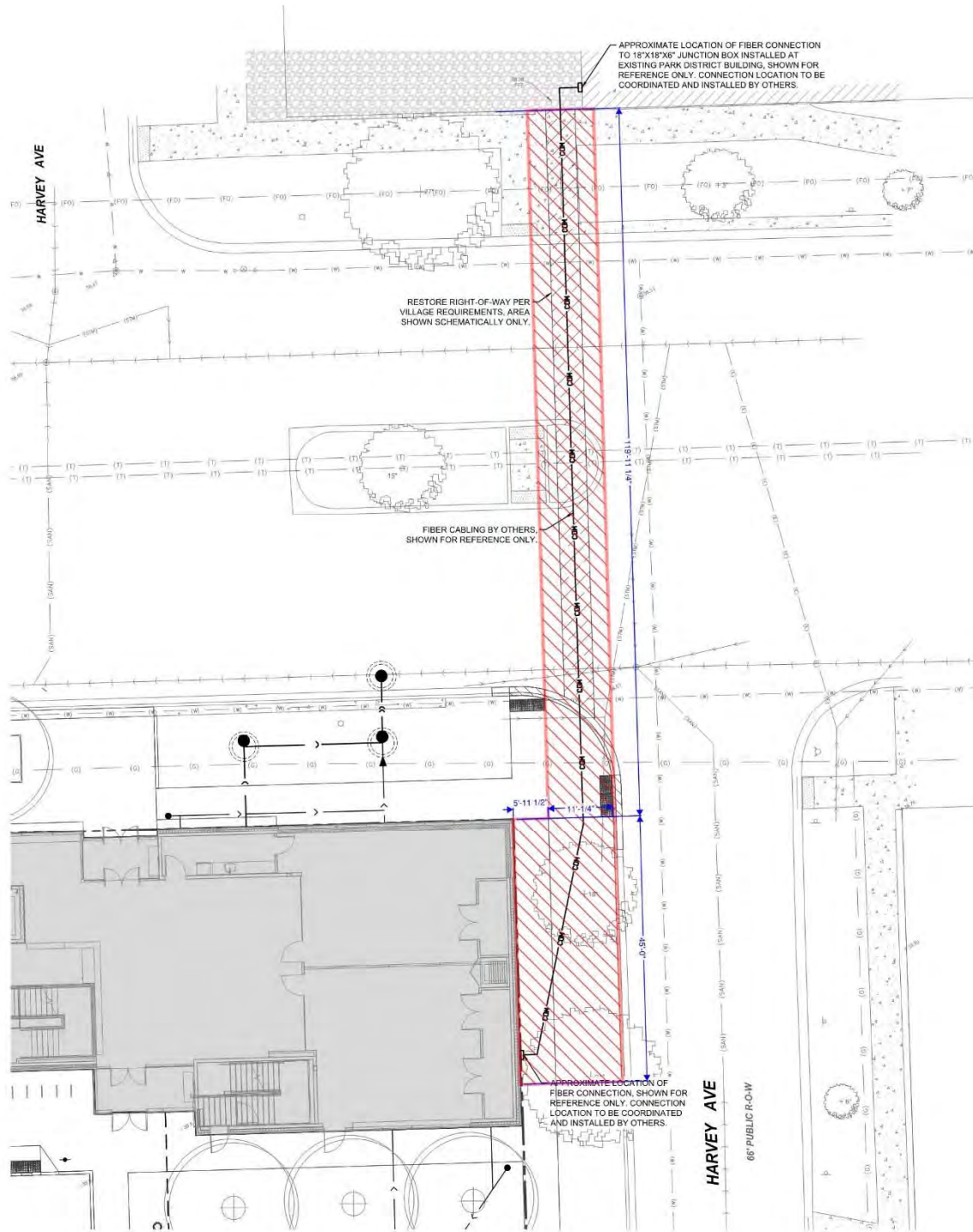
EXHIBIT D**PARK DISTRICT UTILITY EASEMENT PREMISES**

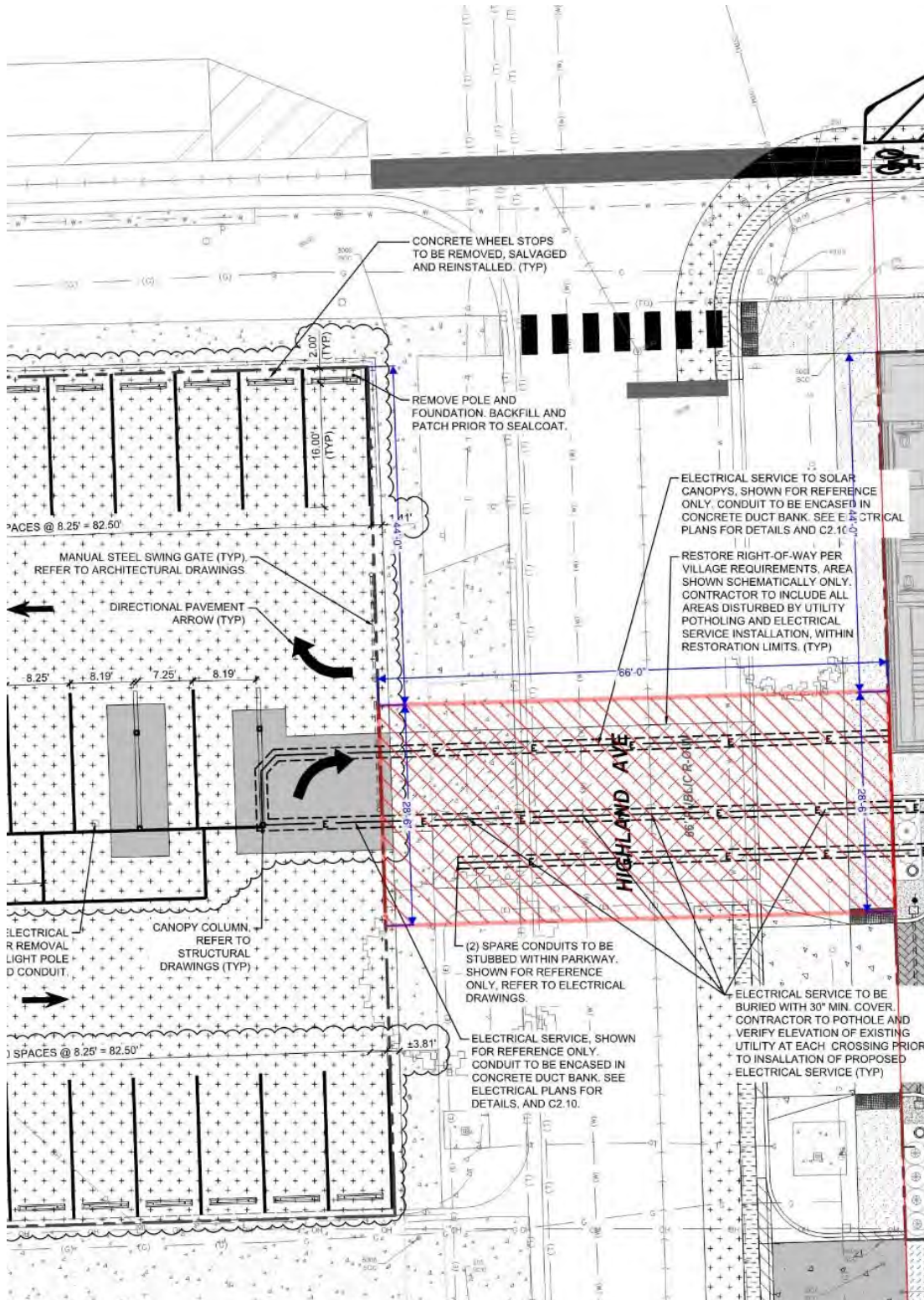
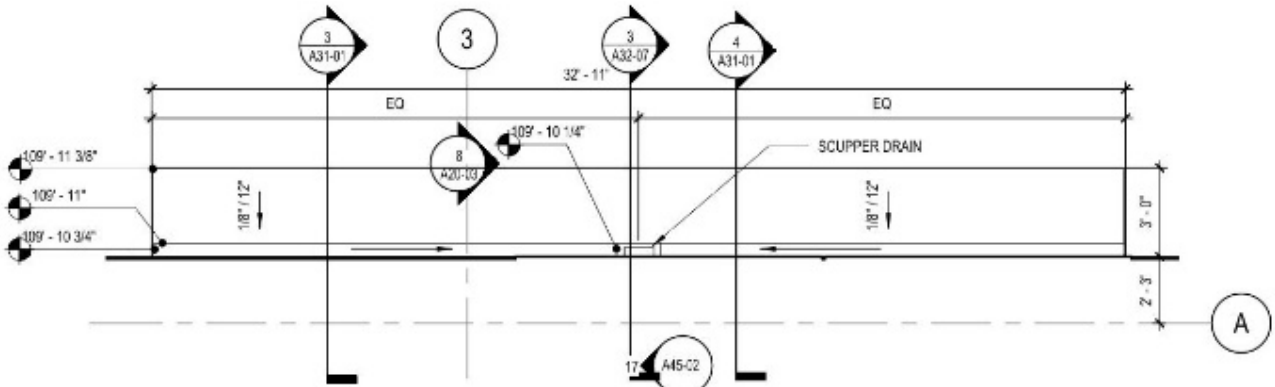
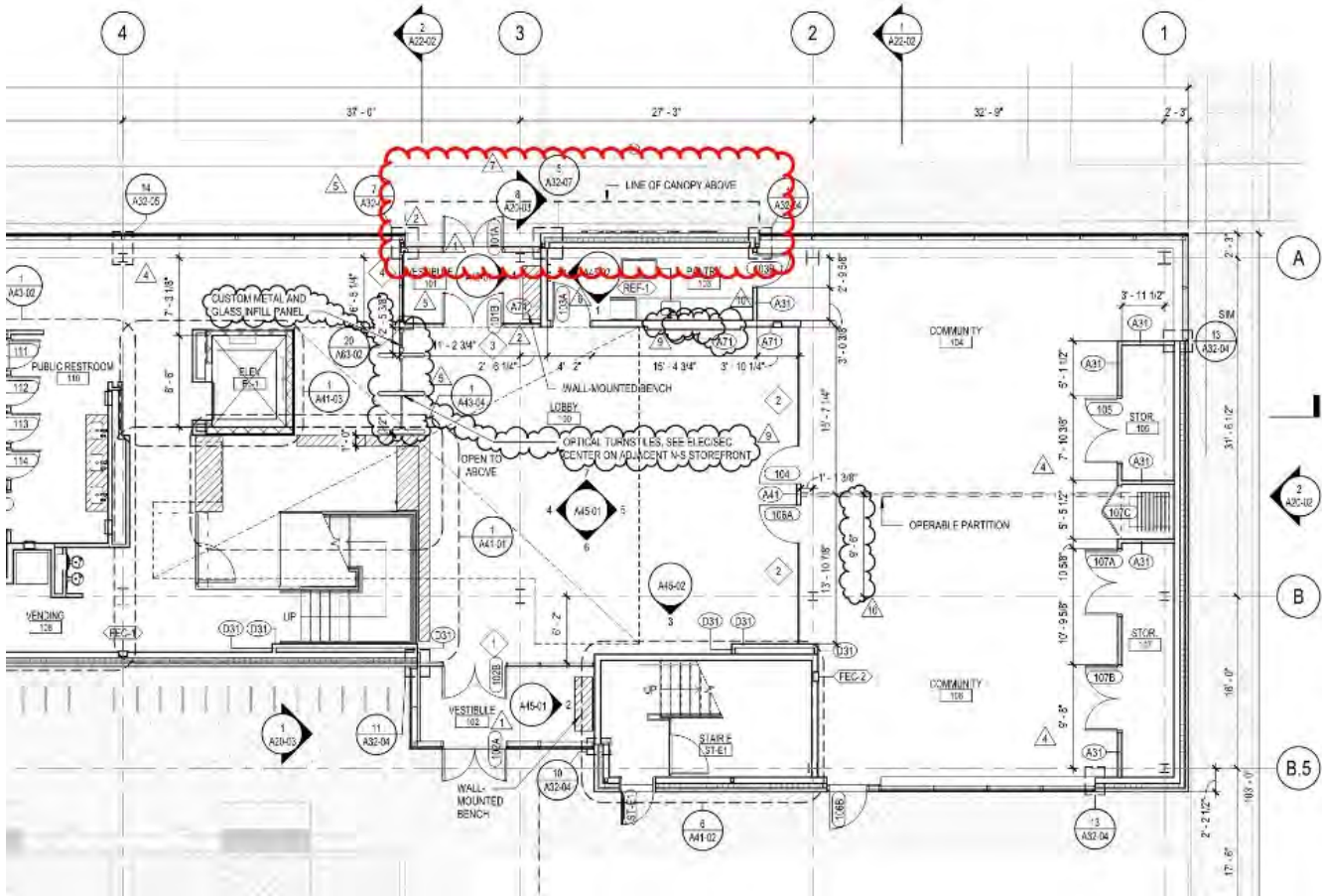
EXHIBIT D**PARK DISTRICT UTILITY EASEMENT PREMISES**

EXHIBIT E

PARK DISTRICT CANOPY EASEMENT PREMISES



**ENLARGED ROOF PLAN - ENTRY
CANOPY ROOF**

6

1/4" = 1'-0"





Memo

Authorization to Purchase Barrie Park Playground Surfacing Materials



Memo

To: David Wick, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Chris Lindgren, Superintendent of Parks & Planning

CC: Jan Arnold, Executive Director

Date: March 29, 2023

Re: Barrie Park Playground Surfacing Material Purchase



Statement

The 0.9-acre site at the southwest corner of South Lombard Avenue and Garfield Street was acquired in 1932, and named for the children's author James Barrie. It includes a center originally designed by Arthur B. Maiworm. The adjacent 3.3-acre park was acquired in 1965, and had been the site of a manufactured gas plant from 1893-1931. Soil contamination was discovered in 1999, and remediation underwent through a coordinated effort by the Park District, Village of Oak Park, ComEd, and Nicor. Cleanup and restoration took place from 2001-2005. Barrie Center is located on top of a Village underground potable water tank. A master plan was created for Barrie Park in 2015, which includes future upgrades to the playground, sled hill, and the addition of a natural play area.

Discussion

Terra Engineering Ltd. was involved in the creation of the Barrie Park Master Plan in 20015 with Altamanu being the lead landscape architect. In June of 2022, the Board approved a contract with Terra Engineering Ltd. to provide both the landscape architectural services and civil engineering services.

Staff have been working with Terra Engineering on design drawings and specifications for the project in anticipation of bidding and permitting the park project. We had to wait to go out to bid due to the impending OSLAD grant application which pushed us to a later start of June 2023. After looking into the lead times of our critical items, we determined that ordering the playground surfacing ahead of bidding was needed in order to get the equipment in time to complete the project in the Fall of 2023. Specifically, the custom-made mounds and ramps are currently tracking longer lead times. Purchasing this equipment would result in a financial savings to the project.

ForeverLawn Chicago is on the competitively bid contract through Sourcewell for playground surfacing which provides a 10% discount on the manufacturer's retail pricing.

Recommendation

Staff will bring a contract recommendation for purchasing the playground surfacing at the April Regular Board Meeting.