



PARK DISTRICT OF OAK PARK
Continued Regular Board Meeting from December 13, 2018

Hedges Administrative Center
218 Madison Street
Oak Park, Illinois

Thursday, January 10, 2019, 7:30pm

AGENDA

- I. Call to Order/Roll Call**
- II. Approval of Agenda**
- III. Old Business**
 - A. Recreation and Special Facilities Program Committee – None**
 - B. Parks and Planning Committee**
 - 1. HVAC Contract 2019-2021 Award***
 - C. Administration and Finance Committee**
- IV. New Business**
 - 1. Lake Street Easement – Intergovernmental Agreement***
- V. Closed Session**
- VI. Adjournment**

* Indicates information attached.

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

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



PARK DISTRICT of OAK PARK

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

PARK DISTRICT OF OAK PARK Continued Regular Board Meeting from December 20, 2018

Hedges Administrative Center
218 Madison Street
Oak Park, Illinois

Thursday, January 10, 2019, 7:30pm

AGENDA COMMENTS

- I. Call to Order/Roll Call**
 - II. Approval of Agenda**
 - III. Old Business**
 - A. Recreation and Facility Program Committee – None**
 - B. Parks and Planning Committee – Commissioner Lentz**
 - 1. HVAC Contract 2019-2021 Award***
(Roll Call Vote) (III.B.1)
Commissioner Lentz: I move that the Park Board of Commissioners approve a one-year maintenance contract with a second and third year option, for an annual cost of \$19,750 with YMI Group, Inc., of Elk Grove Village, IL.
 - C. Administration and Finance Committee – None**
- IV. New Business**
 - 1. Lake Street Easement***
(Roll Call Vote) (IV.1)
Commissioner Wick: I move that the Park Board of Commissioners approve the Intergovernmental Agreement between the Park District of Oak Park and the Village of Oak Park for easement of the sidewalk on the south edge of Scoville Park.
- V. Closed Session**
- VI. Adjournment**

* Indicates information attached.

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



Memo



To: Sandy Lentz Chair, Parks and Planning Committee
Board of Park Commissioners

From: Chris Lindgren, Superintendent of Parks and Planning

Date: January 3, 2019

Re: HVAC Service Contract

Statement

With the shift in 2015 to have all Park District of Oak Park non-athletic park spaces mowed by District staff versus a contractor, required the need for an HVAC service contract. This shift moved one full-time buildings staff member to the landscaping team and the District had to determine areas of need. The main area of necessity was in the HVAC equipment due to the time and expertise components needed to maintain and repair them regularly.

The 2017 contract was held by Premier Mechanical, where they provided quality service and repair work on the HVAC systems, for a two-year contract. The Park District has now added the newly renovated Austin Gardens Environmental Educational Center.

Discussion

The Park District has bidding documents posted to the website on December 7, for companies to download. Two pre-bid walk-thru meetings were held on December 11 and 12, giving the attendees an opportunity to see all fourteen of the facilities. Five companies submitted bids for the HVAC services on Friday, December 21, at 2:00pm. The base bids ranged from \$14,800 to \$37,000. The low bidder is YMI Group at \$14,800 for their base bid amount. Two bid alternates will be accepted for the added maintenance of Austin Gardens and belt and filter replacements at all centers. These alternates will add \$4,950 to their base bid. References have been called and verified from previous clients with positive responses.

The 2019 budget has \$34,000 allocated for these services.

Recommendation

Staff requests the approval of a one-year maintenance contract with a second and third year option, for an annual cost of \$19,750 with YMI Group, Inc., of Elk Grove Village, IL.



Memo

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

From: Jan Arnold, Executive Director

Date: January 4, 2019

Re: Intergovernmental Agreement with Village of Oak Park for Easement



Statement

The Park District was contacted by the Village of Oak Park to sign an easement agreement for the sidewalk located on the south edge of Scoville Park. The Village will be conducting street improvements and walkway upgrades in 2019 from Harlem to Austin on Lake Street. The Village of Oak Park needs the Park District to approve an Intergovernmental Agreement (IGA) to allow them to conduct the work at this specific section of Lake Street.

Discussion

The attached IGA has been revised based on the initial review and discussion by Park District staff with Mark Burkland, legal counsel. The Park District was concerned that the agreement clearly state that the Village would be responsible if any damage were to occur to the bluestone that was installed at two locations along the south edge sidewalk. The bluestone was installed when the park had improvement made as part of the PARC grant in 2013.

Based on the updated language in the attached agreement, staff are comfortable in recommending that the Park Board approved the attached IGA with the Village of Oak Park for an easement on Lake Street.

Recommendation

Staff recommends approval of the attached Intergovernmental Agreement between the Park District of Oak Park and the Village of Oak Park for easement of the sidewalk on the south edge of Scoville Park.

Owner: Park District of Oak Park
Address: 128 Madison Street
Oak Park, Illinois 60302
Route: Lake Street Improvement
County: Cook
Job No.: C-91-10-17
Parcel No.: 002PE
P.I.N.: 16-07-123-001-0000
Station: 34+92.48 to
Station: 38+34.80

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

(for recorder's use only)

PERMANENT PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PERMANENT PUBLIC SIDEWALK EASEMENT AGREEMENT (hereinafter referred to as "Agreement") is made this ____ day of January 2019 (the "*Effective Date*") between the Park District of Oak Park, an Illinois unit of local government (hereinafter referred to as "*Grantor*") and the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "*Grantee*").

RECITALS

WHEREAS, Grantor owns certain property legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "*Premises*"); and

WHEREAS, Grantee has determined that it is in the public interest to acquire permanent easement rights across the Premises in order to provide a public sidewalk for such uses relating to public ingress and egress thereof, including, but not limited to use by pedestrians, bicyclists, joggers, and other recreational users and for assembly and other uses as the Grantee shall from time-to-time establish; and

WHEREAS, Grantor has agreed to grant to Grantee a permanent easement for public sidewalk purposes as set forth herein; and

WHEREAS, in exchange for the permanent easement granted herein, Grantee shall construct the public sidewalk at no cost to Grantor for Grantor's use and benefit as well as that of the public.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, the parties agree that:

1. **RECITALS INCORPORATED.** The foregoing recitals are incorporated herein by reference as though fully set forth.

2. **EASEMENT GRANT.** Grantor grants to Grantee a permanent easement for the purposes of a public sidewalk for such uses relating to public ingress and egress thereof, including, but not limited to use by pedestrians, bicyclists, joggers, and other recreational users and for assembly and other uses as the Grantee shall from time-to-time establish at the Premises legally described in Exhibit A. Grantee shall be responsible for the maintenance, repair, and replacement of the public sidewalk at the Premises and Grantee shall have the right to construct, install, repair, replace, and relocate the public sidewalk from time-to-time as Grantee shall determine in its discretion, subject to Grantee's restoration of the public sidewalk pursuant to Section 5 below.

3. **EASEMENT USE.** Grantor further grants to Grantee or any of its designees the perpetual right, privilege, and authority to enter upon the Premises, either by vehicle or on foot to survey, construct, reconstruct, test, repair, renew, and relocate the public sidewalk, together with the perpetual right of access across Grantor's property for necessary workers and equipment.

4. **EASEMENT CONDITIONS.** This grant of easement shall be subject to the following conditions:

A. No permanent buildings shall be constructed or placed on said Premises without Grantee's express permission.

B. No landscaping, gardens shrubs, driveways, parking lots, or ingress and egress roadways shall be constructed on the Premises by Grantor or Grantee that would now or later conflict with the aforesaid uses or rights of Grantee or the general public.

C. Grantee shall also have the right from time-to-time to clear all obstructions from the surface and subsurface as may be required incident to the grant herein given on the Premises that interfere with the operation or use of its public sidewalk, but Grantee shall have the duty to restore the surface(s) as set forth in Section 5 below.

D. Grantee shall have the right to cut, trim, or remove any shrubs or other plants within the Premises that interfere with the construction, installation, reconstruction, repair, replacement, maintenance, or operation of its public sidewalk thereon.

E. All construction by any entity within the Premises shall be performed in accordance with the various requirements of municipal, county, state, and federal laws, ordinances, or regulations.

F. Grantor reserves the right of access across the Premises.

G. Grantor shall not grant any future easement or access to another entity or person in, across or over the Premises without Grantee's approval, which shall not be unreasonably withheld or delayed.

5. **RESTORATION.** Grantee or its designees shall, upon completion of any work authorized by this grant, restore the surface(s) of the Premises to the same or better condition than that which existed prior to the beginning of any work, including the replacement of any turf areas, driveways, sidewalks, parking lot pavement and ingress and egress roadway pavement.

6. **CONSTRUCTION FENCING.** Prior to beginning any substantial construction or maintenance work authorized by this Agreement, Grantee shall erect a temporary construction fence around the Premises to ensure that all construction or maintenance activities are confined within the Premises until such time as said construction or maintenance activities are completed.

7. **ACCESS TO SCOVILLE PARK.** The construction of the public sidewalk shall include the same access, in the same locations, into Grantor's park abutting the public sidewalk ("*Scoville Park*"). Grantee shall provide to Grantor detailed final plans for construction of the public sidewalk (the "*Construction Plans*") showing the access locations into Scoville Park not less than 30 days prior to commencement of construction within the Premises.

8. **EXISTING SPECIAL PAVERS.** During its recent renovation of Scoville Park, Grantor installed specialized pavers (the "*Special Pavers*") for access into Scoville Park in the locations depicted as of the Effective Date in Exhibit B attached to and by this reference incorporated into this Agreement. Grantee shall design the Construction Plans and shall construct the public sidewalk in a manner that fully preserves the Special Pavers in their locations as of the Effective Date.

9. **RESTORATION OF GRANTOR PROPERTY.** Grantee shall restore, to the same or better condition than existed as of the Effective Date, all of Grantee's property outside the Premises that is disturbed, damaged, or destroyed during construction of the public sidewalk, including without limitation the Special Pavers.

10. **OTHER EASEMENT CONDITIONS.** Grantee shall comply with the following conditions:

A. Grantee shall not use the Premises for any purpose other than the public sidewalk.

B. Grantee shall never construct or install any permanent above-grade structure within the Premises other than lamp posts, planters, street-scape furniture, or similar installations customary to streets and sidewalks.

C. Grantee shall not install landscaping which conflicts with access to Scoville Park.

D. Grantee shall not prune or remove any landscaping on Grantor property within the Premises without the prior, express, written permission to do so from the Grantor's Executive Director.

11. **CONSTRUCTION LIMITED TO EASEMENT PREMISES.** During the construction, maintenance or repair of the public sidewalk authorized by this Agreement, all work activity shall be confined within the Premises, including but not limited to, the movement and storage of equipment and materials. All debris resulting from the construction, maintenance or repair activities shall be legally disposed of from Grantor's property. No construction personnel shall be permitted on Grantor's property outside the Premises while engaged in construction, maintenance or repair activities.

12. **NOTICE OF CONSTRUCTION WORK, MAINTENANCE, OR REPAIRS.** Grantee shall notify Grantor in writing at least 48 hours in advance of any construction work, maintenance, or repairs to be undertaken upon the Premises, except in the event that emergency repairs are required within the Premises. Any notice required to be given pursuant to this Section, or by this Agreement, shall be by personal delivery, a nationally recognized overnight delivery service, or email as follows:

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

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

All notices shall be deemed given upon the time of delivery if by personal delivery or nationally recognized overnight delivery service. Notice by email transmission shall be effective as of date and time of email 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 email 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. Either party by notice to the other may change or add persons and places where notices are to be sent or delivered pursuant to the provisions of this Section.

13. **HOLD HARMLESS.** Grantee shall indemnify, defend and hold Grantor 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 due to the use of the Premises; provided, however, that the foregoing obligation of Grantee to indemnify and hold Grantor harmless shall not extend to Claims arising from the negligence or

willful misconduct of Grantor or its lessees, heirs, successors in interest, tenants, assigns, agents, designees, devisees, representatives, employees or contractors.

14. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all parties to this Agreement.

15. **COVENANT RUNNING WITH THE LAND.** The easement and the promises contained in this Agreement shall be a covenant running with the land and shall be binding upon Grantor and any of their lessees, heirs, successors in interest, tenants, assigns, agents, designees devisees and assigns from and after the date of execution by the parties hereto.

16. **LAW GOVERNING.** The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

GRANTOR – PARK DISTRICT OF OAK PARK

By: Victor Guarino, President, Board of Commissioners

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by Victor Guarino, President of the Park District of Oak Park’s Board of Commissioners, this _____ day of January 2019.

- NOTARY SEAL –

Notary Public

GRANTEE

By: Cara Pavlicek, Village Manager

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by Cara Pavlicek, Village Manger of the Village of Oak Park, this _____ day of January 2019.

- NOTARY SEAL –

Notary Public

This instrument was prepared by: Village Attorney, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302 (708-358-5660)

EXHIBIT A

**LEGAL DESCRIPTION
OF PERMANENT SIDEWALK EASEMENT PREMISES**

EXHIBIT B

DEPICTION OF GRANTEE SPECIAL PAVER LOCATIONS

[see image on following page]