

**ROUND LAKE AREA PARK DISTRICT
SPECIAL BOARD MEETING
September 17, 2020**

- I. **ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **CONSIDERATION OF AND POSSIBLE ACTIONS ON ANY REQUEST FOR ELECTRONIC PARTICIPATION IN THE MEETING**
- IV. **AUDIENCE COMMENTS**
- V. **APPROVAL OF THE AGENDA**
- VI. **DIRECTOR'S REPORTS**
 - a). Budget and Appropriation Public Hearing
 - b). Budget and Appropriation Ordinance 2020-09-02
 - c). Sports Center Park/OSLAD Development Agreement
 - d). Site II. Demolition Bid Results and Recommendation
 - e). Huebner Shores Park Garage Demolition and Construction Project Bid Results and Recommendation
- VII. **ADJOURNMENT**

NO. 2020-09-02

BUDGET and APPROPRIATION ORDINANCE
2020-2021

AN ORDINANCE ADOPTING THE COMBINED
ANNUAL BUDGET AND APPROPRIATION OF
FUNDS FOR THE ROUND LAKE AREA PARK DISTRICT
LAKE COUNTY, ILLINOIS,
FOR THE FISCAL YEAR BEGINNING ON THE
FIRST DAY OF JULY, 2020 AND ENDING ON THE
THIRTIETH (30th) DAY OF JUNE 2021

BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS (the Board) of the ROUND LAKE AREA PARK DISTRICT (the District), LAKE COUNTY, ILLINOIS:

SECTION I. It is hereby found and determined:

a). This Board has heretofore caused to be prepared a combined annual budget and appropriation in tentative form, which ordinance has been conveniently available for public inspection for at least 30 days prior to final action thereon;

b). A public hearing was held at the Round Lake Area Park District, 814 Hart Road, Round Lake, Illinois on the 17 day of September, 2020 on said ordinance, notice of said hearing having been given by publication in the Daily Herald, being a newspaper published within this District, at least one week prior to such hearing; and,

c). That all other legal requirements for the adoption of the annual budget and appropriation ordinance of this District for the fiscal year beginning July 1, 2020 and ending June 30, 2021 have heretofore been performed.

SECTION II. The following sums of money, of so much thereof as may be authorized by law for the following objects and purposes, be and the same are hereby budgeted and appropriated for the fiscal year beginning the first day of July, 2020 and ending on the thirtieth (30th) day of June, 2021.

I. CORPORATE FUND	<u>Budget</u>	<u>Appropriation</u>
Salaries	813,295	975,955
Group Insurance	430,700	538,375
Office Supplies and Materials	148,980	178,775
Dues and Subscriptions	14,690	17,630
Legal/Professional	12,500	15,625
Development and Conferences	15,505	18,605
Vehicle Expense	30,680	39,885
Utilities	110,820	138,525
Building Supplies	19,175	23,970
Repairs	68,750	85,940
Contractual Services	42,190	50,630
Debt Service	-	-
Capital Outlay	626,565	877,190
Other	7,770	10,100
CORPORATE FUND TOTAL:	\$ 2,341,620	\$ 2,971,205

II. RECREATION FUND	<u>Budget</u>	<u>Appropriation</u>
Salaries	1,755,340	2,106,410
Group Insurance	338,700	423,375
Marketing	50,455	60,545
Program Costs	1,118,855	1,342,625
Park Supplies/Repair	549,110	658,930
Vehicle Expense	44,215	64,110
Utilities	171,515	214,395
Debt Service	50,680	55,750
Capital Outlay	1,028,245	1,439,545
Other	9,965	11,960
RECREATION FUND TOTAL	\$ 5,117,080	\$ 6,377,645
IV. INSURANCE FUND		
Salaries	-	-
Insurance Package	351,215	421,460
Safety Trainers	985	1,180
Loss Prevention	23,270	27,925
Other	5,540	6,650
INSURANCE FUND TOTAL	\$ 381,010	\$ 457,215
VI. ILLINOIS MUNICIPAL RETIREMENT FUND		
Retirement Fund	341,890	376,080
IL MUNICIPAL RETIREMENT FUND TTL	\$ 341,890	\$ 376,080
VII. SITE & CONSTRUCTION/CAPITAL PROJECTS FUND		
Bond Principal, Interest and Fees	526,680	632,015
Land Purchase	-	-
Equipment Purchase	-	75,000
Construction Projects	97,900	122,375
Maintenance Projects	625,935	782,420
SITE & CONST/CAP PROJ FUND TTL	1,250,515	1,611,810
X. SPECIAL RECREATION DISTRICT FUND		
Salaries	143,765	172,520
Group Insurance	56,655	70,820
Program Costs	138,235	165,880
Vehicle Expense	5,660	8,490
Capital Outlay	200,500	240,600
Other	24,155	28,985
SPEC REC DISTRICT FUND TOTAL	\$ 568,970	\$ 687,295
XI. SOCIAL SECURITY FUND		
Social Security Tax	242,585	266,845
SOCIAL SECURITY FUND TOTAL	\$ 242,585	\$ 266,845

XII.	MUSEUM FUND	<u>Budget</u>	<u>Appropriation</u>
	Salaries	125,040	150,050
	Group Insurance	28,465	35,580
	Program Costs	86,190	103,430
	Utilities	68,855	82,625
	Capital Outlay	27,525	33,030
	MUSEUM FUND TOTAL	\$ 336,075	\$ 404,715
XIV.	HUEBNER PARK AND PROGRAMS FUND		
	Salaries	61,275	73,530
	Program Costs	33,305	39,965
	Capital Outlay	80,420	104,545
	HUEBNER PARK FUND TOTAL	\$ 175,000	\$ 218,040
XV.	LAND ACQUISITION & PARK DEVELOPMENT FUND		
	Land Acquisition & Park Devel.	345,690	380,260
	LAND ACQUISITION & PARK DEVELOPMENT FUND TOTAL	\$ 345,690	\$ 380,260
XVI.	IMPACT FEES		
	Park Improvements/Cap. Proj.	144,170	158,585
	IMPACT FEE FUND TOTAL	\$ 144,170	\$ 158,585

SUMMARY OF FUNDS

I. CORPORATE FUND	\$2,341,620	\$2,971,205
II. RECREATION FUND	\$5,117,080	\$6,377,645
III. INSURANCE FUND	\$381,010	\$457,215
IV. ILLINOIS MUN. RETIREMENT FUND	\$341,890	\$376,080
V. SITE AND CONSTRUCTION FUND	\$1,250,515	\$1,611,810
VI SPECIAL REC. DISTRICT FUND	\$568,970	\$687,295
VII. SOCIAL SECURITY FUND	\$242,585	\$266,845
VIII. MUSEUM FUND	\$336,075	\$404,715
IX. HUEBNER PARK AND PROGRAMS FUND	\$175,000	\$218,040
X. LAND ACQ. & PARK DEVEL FUND	\$345,690	\$380,260
XI. IMPACT FEE FUND	\$144,170	\$158,585
TOTAL ALL FUNDS	\$11,244,605	\$13,909,695

Each of said sums of money and the aggregate thereof are deemed necessary by this Board to defray the necessary expenses and liabilities of this District during the fiscal year beginning July 1, 2020 and ending June 30, 2021 for the respective purposes set forth.

All unexpended balances of the appropriations for the fiscal year ended June 30, 2020 and prior years are hereby specifically re-appropriated for the same general purposes for which they were originally made and may be expended in making up any insufficiency of any other items provided in this appropriation ordinance, in making this appropriation in accordance with applicable law.

SECTION III. The following determinations have been made and are hereby made a part of the aforesaid budget:

- a). An estimate of the cash on hand at the beginning of the fiscal year is expected to be \$8,770,065.
- b). An estimate of the cash expected to be received during the fiscal year from all sources is \$10,454,650.
- c). An estimate of the expenditures contemplated for the fiscal year is \$12,202,705.
- d). An estimate of the cash expected to be on hand at the end of the fiscal year is \$7,022,010.
- e). An estimate of the amount of taxes to be received during the fiscal year is \$6,610,335.

SECTION IV. The receipts and revenues of the Round Lake Area Park District derived from sources other than taxation and not specifically appropriated, and all unexpended balances from the preceding fiscal year not required for the purposes for which they were appropriated and levied, shall constitute the General Corporate Fund and shall first be placed to the credit of such fund.

SECTION V. All ordinances or parts of ordinances conflicting with any of the provisions of this ordinance be and the same are hereby repealed to the extent of such conflict. If any item or portion thereof of this budget and appropriation ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of such items or the remaining portion of this ordinance.

This ordinance shall be in full force and effect immediately upon its passage.

Passed by the Board of Park Commissioners of the Round Lake Area Park District this 17 day of September 2020.

AYES:

NAYS:

ABSENT OR NOT VOTING:

President

Attest

CERTIFICATION OF ESTIMATE OF
REVENUE FOR FISCAL YEAR 2020-2021

I, Nick Metropulos do hereby certify that I am the duly qualified Treasurer of the Round Lake Area Park District and the chief fiscal officer of said Park District; as such officer I do further certify that the revenues, by source, anticipated to be received by said Park District in the fiscal year beginning July 1, 2020 and ending on June 30, 2021 are estimated to be as follows:

<u>SOURCE</u>	<u>AMOUNT</u>
Real Estate Taxes	\$ 6,610,335
Personal Property Replacement Tax	20,000
Interest Earned	44,820
Notes	969,000
Concessions	127,840
Program Fees	2,063,000
Developer Donations	0
Other	<u>619,655</u>
TOTAL	\$ 10,454,650

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Park District this 17 day of September 2020.

Nick Metropulos
Treasurer and Chief Fiscal Officer
Round Lake Area Park District

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.
ROUND LAKE AREA PARK DISTRICT)

I, Carl Hauser, do hereby certify that I am the duly qualified and acting Secretary of the Round Lake Area Park District in the county and state aforesaid, and as such Secretary I am the keeper of the records and files of the Board of Park Commissioners of said Park District.

I do further certify that the attached and foregoing is a true and complete copy of the Combined Annual Budget and Appropriation Ordinance of the Round Lake Area Park District, Lake County, Illinois, for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021, as adopted by the Board of Park Commissioners at its properly convened meeting held on the 17 day of September 2020, as appears from the official records of said Park District in my care and custody.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Round Lake Area Park District at Round Lake, Illinois, on this 17 day of September 2020.

Carl Hauser, Secretary of the
Board of Park Commissioners
Round Lake Area Park District

Round Lake Area Park District

Budget and Appropriation Hearing Fiscal Year Budget 2020/2021



Presented to the Board of Commissioners
September 17, 2020

**Round Lake Area Park District
Budget and Appropriation Hearing
September 17, 2020**

This packet provides information pertaining to the Round Lake Area Park District's Budget and Appropriation Hearing. The Hearing is being held in compliance with Illinois statutes. As required, notice of the hearing was published in the local newspaper at least one week prior to the hearing.

The Budget and Appropriation process is the first of the three State mandated fiscal procedures that Park Districts must follow. The second procedure is the Truth in Taxation process. Local government agencies that intend to increase their operating fund tax levy by 5% or more over the previous year's tax extension are required to publish notice to that effect. In addition, those local governments must also hold a Truth in Taxation Hearing.

The third procedure is the passage and filing of the Tax Levy Ordinance. The Tax Levy Ordinance is filed with the Lake County Tax Extension office by the fourth Tuesday of December. Property taxes are then collected by the County and distributed to the local governments.

Due to the difference in the fiscal year calendar used by the Park District and the tax collection schedule in Lake County, tax dollars from two different tax years are included in the 2020-2021 budgets. The tax revenues that will be received in the months of July 2020 through January 2021 are based on an equalized assessed valuation (EAV) of \$920,254,157. The amount of property taxes to be levied in 2020 and collected in May and June of 2021 will be based on an estimate of the CPI increase applied to the 2019 property tax extension. The 2019 EAV increased by 10.41% from the 2018 EAV of \$833,472,403. The 2020 Levy is projected to result in taxpayers paying approximately the same dollar amounts to the Park District in 2021.

General Information

Salaries - Employees are evaluated annually on their employment anniversary date and are eligible to receive a merit increase.

The 2019-2020 fiscal year salary increase was 3.0%. Employees do not receive the full benefit of the increase within the fiscal year, as the merit increase becomes effective at each employee's anniversary date.

The dollar amount proposed in the 2020-2021 fiscal-year budgets for wage increases is based on Park Board guidelines of an annual overall increase of 3.0%. This is reflective of the Board's directive that efforts should be made to increase salaries to a level comparable to other area districts.

The current fiscal year budgets are based on 26 pay dates. The fiscal year contains two months having three pay periods each. The impact of this is that funds charged with year round staff need to budget to cover these payroll costs.

Investments - All funds not needed for immediate use are deposited in interest-bearing accounts per the Investment Policy that was re-written and passed in 2019. The investment policy is annually reviewed. Cash needed for short-term cash flow is invested in the Illinois Park District Liquid Asset Fund (IPDLAF) and with local banks. Money in the IPDLAF fund is available for use as needed and is transferred to the Park District's checking account when necessary. Cash that is not needed to meet short-term needs is invested per the guidelines outlined in the Investment Policy.

Local Taxes - The Park District's tax rate for 2019 was .682170, a decrease of .056413 from .738583 in 2018. The Board's goal for the District is to stabilize the tax rate to provide revenues to serve the increased needs of the community. The Park District's fund accounting system separates funds into two categories: operating and non-operating funds. Operating funds receive tax dollars and are funds used to conduct daily operations. Non-operating funds are those funds that do not receive tax dollars, or are not used for day-to-day operations. Those funds which are classified as operating funds are the Corporate, Recreation, Insurance, IMRF, Social Security, Special Recreation, and Museum.

Working Cash - The Working Cash Fund exists to provide funds to be loaned to the Corporate Fund during months when no tax dollars are received. The money must be repaid to the Working Cash Fund within each fiscal-year and cannot be depleted.

The Working Cash Fund tax levy was done in the early years of the existence of the District and the amount in the fund cannot be increased.

The Park District must maintain separate funds as prescribed by Illinois law. The funds, their general purposes, and sources of support, are as follows:

<u>Fund</u>	<u>General Purpose of Fund</u>	<u>Revenue Sources</u>
01 – Corporate	General corporate and administrative operations	Local taxes, donations
02 – Recreation	Planning, establishing and maintaining recreational programs and facilities	Local taxes, program fees, sales, donations, daily fees, passes, food, merchandise sales
04 – Insurance	Purchasing liability insurance, establishing loss control and risk management programs	Local taxes, award for risk management program
06 – IMRF	Employer portion of employees’ retirement	Local taxes
07 - Bond and Interest	Payment of principal and interest for general obligation bonds	Local taxes
08 - Site & Construction /Capital Projects	Construction projects, repayment of debt, purchase of land and fixed assets	Proceeds from rollover bond issues, grants
11 – Special Recreation	Establishing and maintaining recreation programs for special populations	Local taxes, user fees, grants, donations
12 – FICA	Employer portion of employees’ social security	Local taxes
13 – Museum	Planning, establishing and maintaining museum and nature programs and facilities	Local taxes, program fees
19 – Huebner Park and Programs	Purchase of land, parkland development and programs	Huebner Trust and Grants
20 – Land Acquisition and Park Development	Purchase of land and non-impact fee based parkland development	Grants, budgeted funds transfers, gifts and bequests
89 - Impact Fees – Emerald Bay	Parkland Development	Developer Donations

Fiscal Year 2020-2021
Budget Revenue and Expenditures
by Category

<u>Revenue</u>	Budget Year 2019/2020 <u>Amount</u>	Budget Year 2020/2021 <u>Amount</u>
Program/User Fees	\$ 2,719,890	\$ 2,063,000
Property Taxes	\$ 6,217,565	\$ 6,610,335
Bonds/Installment Contracts	\$ 941,000	\$ 969,000
Grants	\$ 25,500	\$ 410,050
Interest & Miscellaneous	\$ 314,320	\$ 254,305
Merchandise/Concessions	\$ 146,310	\$ 127,840
Personal Property Repl Tax	\$ 27,495	\$ 20,000
	<u>\$ 10,392,080</u>	<u>\$ 10,454,530</u>

<u>Expenditures</u>		
Salaries & Wages	\$ 3,636,650	\$ 3,294,845
Debt Payments	\$ 1,500,195	\$ 1,523,585
Capital	\$ 977,695	\$ 2,308,945
Materials/Supplies/Misc.	\$ 553,515	\$ 518,685
Pension & Taxes	\$ 611,245	\$ 593,630
Insurances	\$ 1,196,230	\$ 1,206,205
Program Supplies	\$ 367,745	\$ 267,145
Utilities	\$ 366,395	\$ 362,635
Contractual Services	\$ 620,930	\$ 833,215
Marketing/Brochure	\$ 60,770	\$ 66,475
Merchandise/Concessions	\$ 76,145	\$ 69,450
Maintenance & Repair	\$ 679,315	\$ 1,013,720
	<u>\$ 10,646,830</u>	<u>\$ 12,058,535</u>

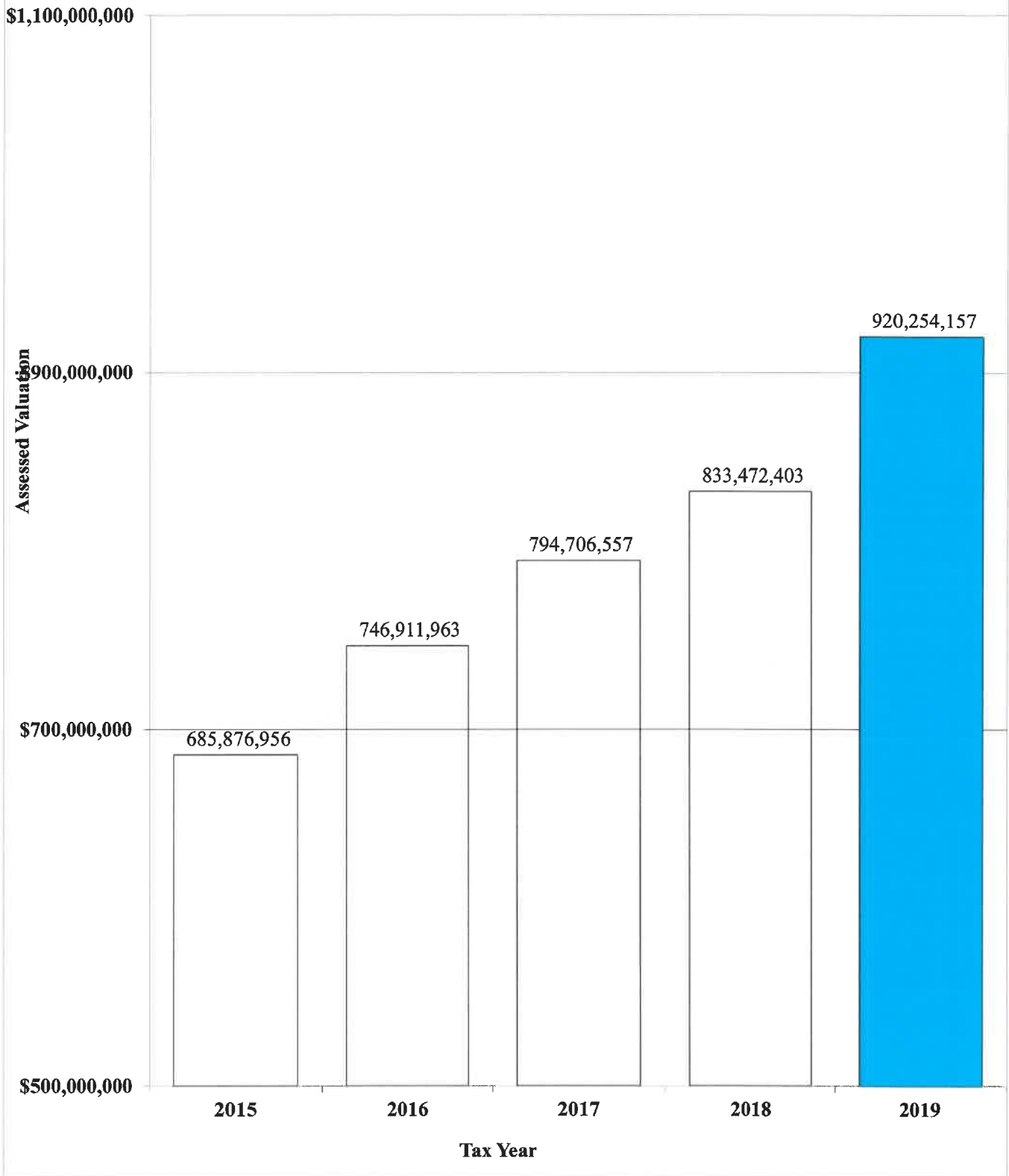
Excess/(Deficit) \$ (1,604,005)

Impact Fees

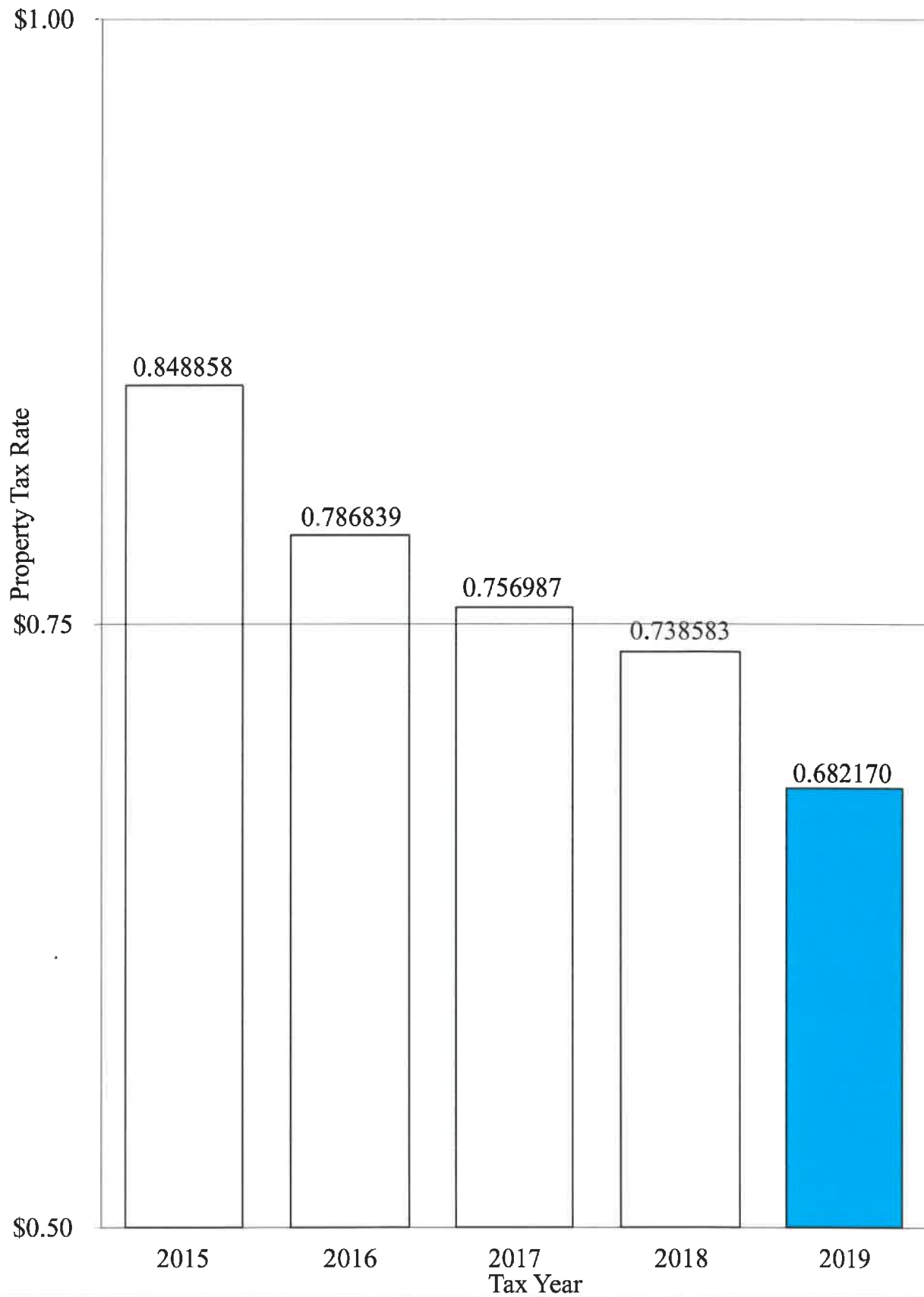
Interest	<u>\$ 120</u>
Total Revenues	\$ 120
Expenditures	<u>\$ 144,170</u>

Excess/(Deficit) \$ (144,050)

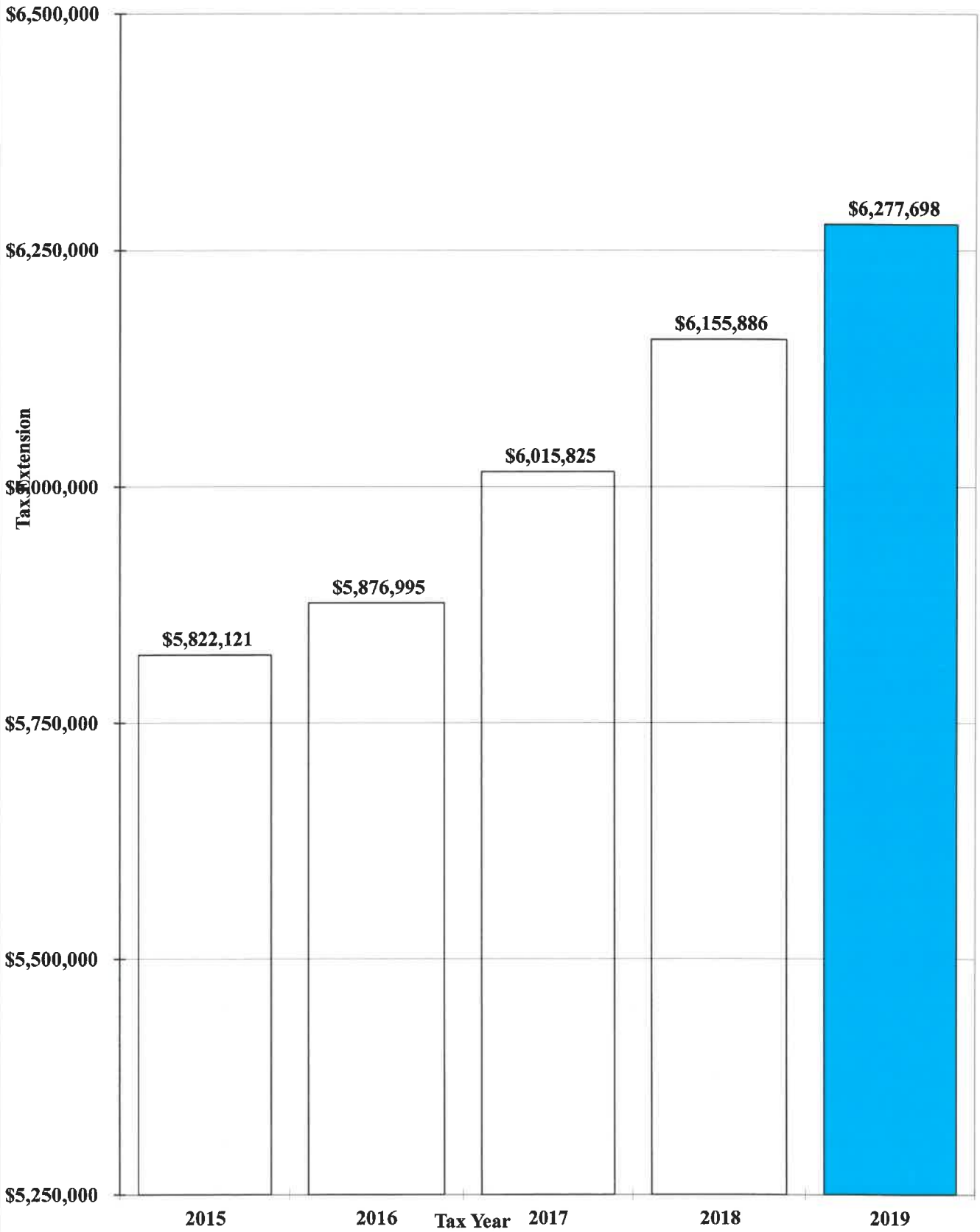
**Round Lake Area Park District
Equalized Assessed Valuation
2015 - 2019**



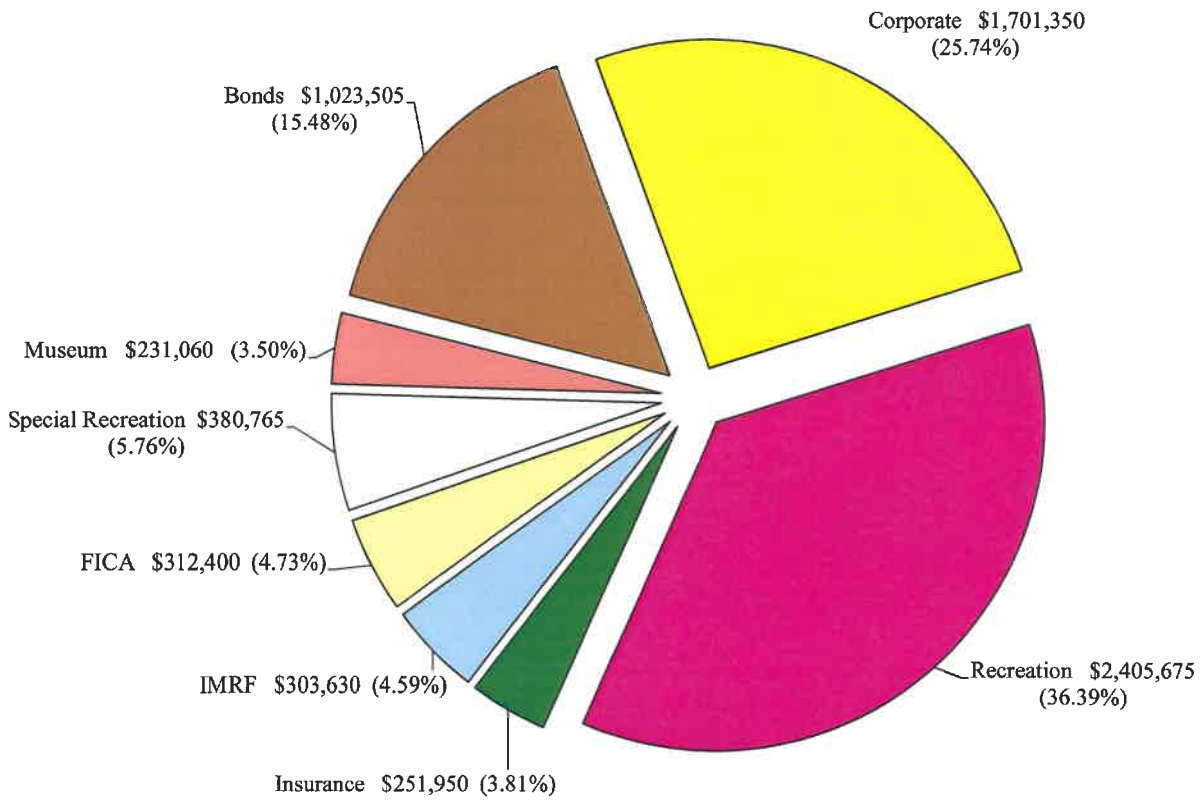
Round Lake Area Park District
Property Tax Rate Per \$100 EAV
2015 - 2019



**Round Lake Area Park District
Tax Extension
2015 - 2019**

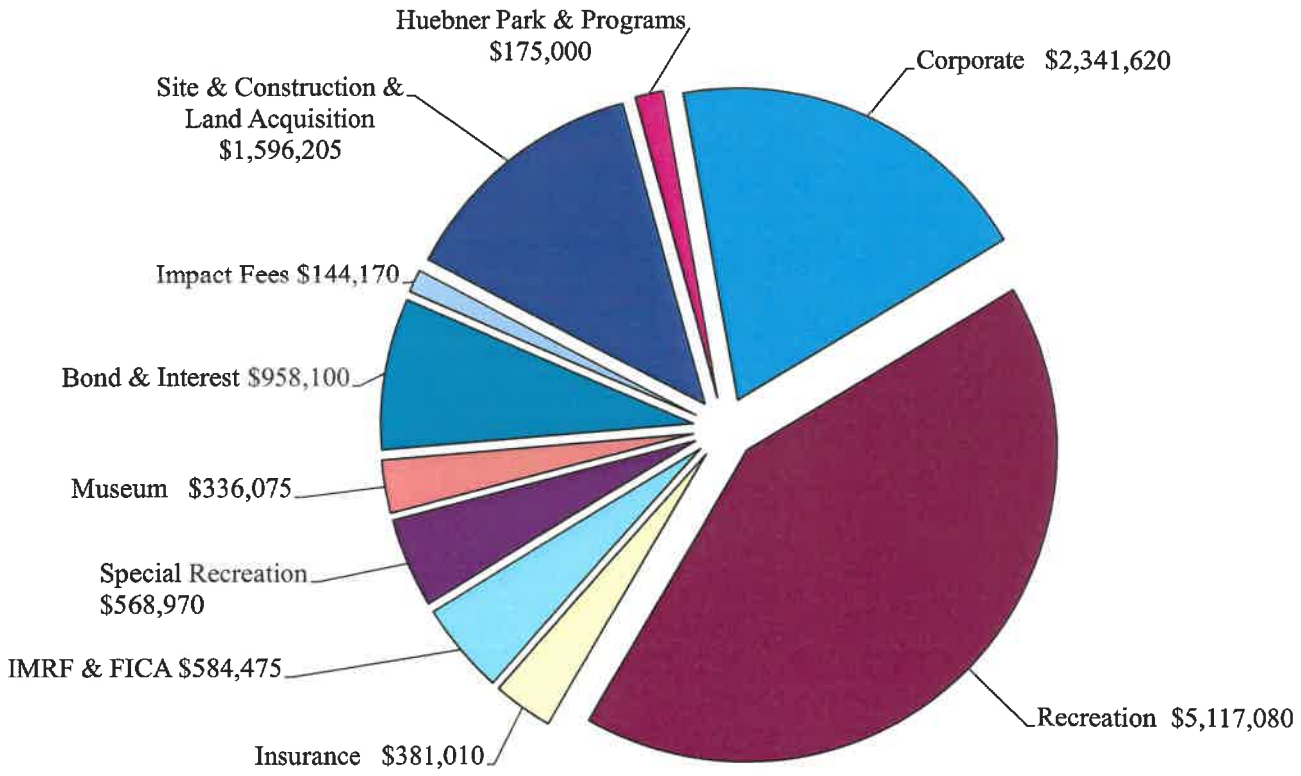


**Round Lake Area Park District
Property Tax Revenue By Fund
Fiscal Year 2020-2021**



Total \$ 6,610,335

Round Lake Area Park District Budgeted Expenditure By Fund Fiscal Year 2020-2021



Fund Expenditures \$12,058,535
Impact Fees \$144,170



September 11, 2020

Robert Newport
Executive Director
Round Lake Area Park District
814 Hart Road
Round Lake, Illinois 60073

RE: Sports Center Park Phase One Final Design

Dear Bob,

Congratulations on the successful award of your OSLAD grant and thank you for asking Hitchcock Design Group (HDG) to submit this proposal for the Final Design of Sports Center Park! We appreciate the opportunity to continue our work with you and the Round Lake Area Park District.

PROJECT UNDERSTANDING

Based on our discussions, we understand that the Park District would like to move forward with Final Design for Sports Center Park based on the plans included in the 2019 OSLAD application and then revised for the 2019 PARC application. In accordance with the IDNR OSLAD application manual the Park District will have two (2) years from the date of their grant agreement to complete the project.

The Sports Center Park improvements will include a new soccer field, splash pad, tennis/pickleball court, volleyball court, bocce ball court, fitness equipment, trail development, relocation of an existing shade structure, site furnishings, and landscape improvements with expanded native plantings. Storm water detention and volume control are also expected to be required in accordance with Village and Lake County ordinances, but it is also possible the existing pond can accommodate some or all of the required detention.

The Final Design work is planned to occur through this fall and winter with the initial round of permit submittals occurring this winter with bidding to occur in late winter or early spring of 2021. The permit review timeline of each jurisdictional agency can be difficult to estimate and there is potential for long permit review lead times. The project schedule for bidding and construction will need to be based on the final review periods of each agency. We will review the bid and construction schedule options with the Park District at the beginning of the project and finalize the schedule once the permit review periods are confirmed.

SCOPE OF SERVICES

We will first conduct a Final Design kick-off discussion with you and the project team to discuss the details that will guide the process and set the schedule for the project through bidding and construction. We will assist you with defining topographic survey limits and, if needed, geotechnical boring locations for the Park District to obtain a site survey and geotechnical report. If it is determined a wetland delineation and permit are required, we have provided an outlined optional service that can be performed at that time.

We will then proceed with the remainder of the Design Development Phase for the elements identified in the approved Phase One Plan. Along the way we will meet with the you and the project team at key milestones for input and review of the progress documents, budget and product selections from various manufacturers' representatives. Following the completion of Design Development, we will advance the Construction Documentation Phase to prepare final documents meeting with you an additional time for final input and approval for permit submittal.

Following permit approvals, we will proceed with assisting you during Bidding and Construction. Please see the Scope of Services for our step-by-step approach.



September 11, 2020
Round Lake Area Park District – Sports Center Park Final Design
Page 2

PROFESSIONAL FEES

Please see our enclosed draft contract agreement for a detailed breakdown of the proposed fees. Reimbursable expenses for travel, printing, and courier services will be invoiced in addition to the identified professional service fees.

Site surveying, Geotechnical services (if needed) and construction testing services will be provided by others under separate contracts. If Lake County ends up requiring DECI weekly inspections during construction, those services will also be provided by others, or we can provide you a proposal for additional services at that time.

PROJECT TEAM

I will continue to be the Project Principal with other members of our Recreation Studio participating as needed to advance the work in a timely way. Either WT Group or Eriksson Engineering will be included on our team for Civil Engineering to assist with grading and drainage design, storm water and volume control engineering, and permitting with Lake County and the Village. Final selection of the Civil Engineer will follow contract authorization, but we have included a budget for their work in our fees. We will also include an Electrical Engineer on our team to design the electrical service for the spray pad.

Thank you again for the opportunity to continue working with you and the Round Lake Area Park District. If you have any questions or wish to discuss this proposal further, please do not hesitate to call. A draft agreement is enclosed for your review and reference.

Sincerely,
Hitchcock Design Group

Steve Konters, Senior Principal

cc: File, Hitchcock Design Group



Scope of Services

Sports Center Park Final Design

FINAL DESIGN SERVICES

A. Design Development Phase

Objective: The objective is to reach consensus with the Park on the final design, probable cost, and construction strategy for the proposed improvements.

Process: Following contract authorization, the Hitchcock Design Group team will:

1. **[Meeting #1: Staff]** Schedule and conduct a **Kick-off Meeting** with Park District representatives and the other project team members confirming:
 - a. Project team structure and responsibilities
 - b. Project area and approved Master Plan (as revised for PARC Grant Submittal)
 - c. Jurisdictional interests
 - d. Available data and data gathering needs
 - e. Budgeted costs
 - f. Tentative schedule
2. **Confirm Jurisdictional Requirements** by discussing the project with representatives of appropriate constituent and regulatory groups including:
 - a. Village of Round Lake
 - b. Lake County SMC
 - c. IEPA (NPDES permit)
3. **Assemble Available Current Data** from the Master Plan phase and other available resources for the project area including:
 - a. Local ordinances
 - b. Previous topographic surveys
 - c. Aerial photography
 - d. Boundaries, property ownership and easements
 - e. Utility atlases
 - f. National wetland inventory map and waters of the United States
 - g. Flood Insurance Rate Map information (ponds and streams)
4. **[OPTIONAL SERVICE #1]** If required by jurisdictional agencies, provide an **On-Site Wetland Delineation** and jurisdictional determination using USACE Wetland Delineation Manual methodology and prepare a natural system report to be used with a permit application that includes:
 - a. Observed vegetative, hydrologic and soil characteristics, dominant species and Swink, Floyd and Wilhelm quality values
 - b. Aerial photography
 - c. Representative site photography
 - d. Regulatory constraints and permit requirements in accordance with State and Federal statutes
 - e. Jurisdictional Determination application



5. If needed, assist you in securing pricing to obtain a **Geotechnical Investigation Report** from qualified geotechnical firm to take soil borings at locations to be confirmed on plan to define:
 - a. Strength, consolidation and bearing capacities of the existing sub-surface
 - b. Potential presence of any unsuitable sub-grade materials
6. Assist you in securing pricing to obtain a **Boundary and Topographic Survey** from a qualified professional land surveyor, establishing horizontal and vertical ground control and locating natural features and manmade improvements.
7. Prepare **Base Maps** at Appropriate Scales using the collected data and the boundary and topographic survey
8. **Finalize the Design** including size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:
 - a. Pathways and seating areas
 - b. Site improvements including:
 - i. Soccer field
 - ii. Fitness stations
 - iii. Splash pad
 - iv. Tennis/pickleball court
 - v. Volleyball court
 - vi. Bocce ball court
 - c. Relocated shade structure
 - d. Landscape improvements and expanded native plantings
 - e. Pre-designed and fabricated interpretive sign
 - f. Site furnishings
 - g. Grading and drainage
9. **Prepare Preliminary Engineering** recommendations including:
 - a. Storm water management
 - b. Water service for the splash pad
 - c. Electrical service for the splash pad
10. **Coordinate with Owner Approved Manufacturers** for the final design of the splash pad features and system. Obtain equipment options, presentation boards, materials list, and product purchase and delivery quotes for the Owner's review and selection
11. **Prepare the Design Development Documents** including:
 - a. Existing conditions information
 - b. Plan view drawings
 - c. Descriptive supplemental drawings
 - d. Outline specifications
 - e. Product data
12. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.
13. [Meetings #2 & #3:Staff] Review the Design Development Documents with you at the 50% and 100% completion milestones. Prepare written summaries of discussions following each meeting.



Deliverables: Design Development Documents, Splash Pad Equipment Options, Construction Cost Opinion, Meeting Summaries

B. Construction Documentation Phase

Process: Following approval of the Design Development Phase, the Hitchcock Design Group team will:

1. **Finalize the Graphic Documentation** that will be used to bid and construct the improvements including:
 - a. Digital construction drawings
 - i. Cover sheet, notes and legend
 - ii. Existing conditions plans
 - iii. Site preparation plans
 - iv. Grading and drainage plans
 - v. Storm Water Pollution Prevention plans (SWPPP)
 - vi. Utility plans
 - vii. Layout and materials plans
 - viii. Landscape plans
 - ix. Site construction details
2. **Finalize the Written Documentation** that will be used to bid and construct the improvements including:
 - i. General and Supplementary Conditions
 - ii. Technical specifications
3. **Update the summary of estimated quantities** and Update the Construction Cost Opinion.
4. [Meeting #4: Staff] Review the Construction Documents with you at 100% completion. Prepare written summary of the discussion and final direction and approval.

Deliverables: Construction Drawings, Construction Specifications, Construction Cost Opinion, Meeting Summary

C. Permitting Phase

Process: Following approval of the Construction Documentation Phase, the Hitchcock Design Group team will:

1. **Prepare and assemble Permit Documents** including:
 - a. Site Development Permit with Village of Round Lake and their respective engineer
 - b. Storm Water Permit with Village of Round Lake or Lake County (pending confirmation of regulatory agency)
 - c. NPDES for the IEPA
 - d. [OPTIONAL SERVICE #1] Wetland jurisdictional determination and Letter of No Objection with ACOE.
2. **Submit Permit Documents** as required to the respective regulatory agencies.
3. Communicate with you as necessary to **Discuss Review Letter(s)** received from regulatory agencies.



4. **Make One (1) Set of Authorized** Revisions to the appropriate Permit Documents and resubmit to the respective regulatory agencies.
*** Additional revisions and re-submittals if required by any regulatory agencies will be provided as additional services on an hourly basis following Park District approval.*

Deliverables: **Permit Documents, one (1) Set of Revisions**

D. Bidding and Negotiation Phase

Process: Following your approval, the Hitchcock Design Group team will:

1. **Place Bidding Documents in Online Digital Plan Room** for bidding distribution and Management and in coordination with the Park District's system.
2. **Provide a Legal Notice for the Park District to Publicize** in accordance with IDNR OSLAD requirements.
3. [Meeting #5: Staff / Prospective Bidders] **Conduct a Pre-Bid Meeting** for interested bidders.
4. **Answer Questions and Issue Written Addenda**, when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents.
5. [Meeting #6: Staff / Prospective Bidders]: **Conduct the Bid Opening**, record the results and **Prepare a Bid Tabulation** spreadsheet.
6. **Perform Reference Checks** for the apparent low bidder's references.
7. Issue a **Bid Results Summary Letter**.

Deliverables: **Bidding Documents, Addenda, Results Summary Letter**

CONSTRUCTION PHASE SERVICES (Hourly)

The goal for this part of the engagement is to assist the Park District to get the improvements constructed.

A. Construction Administration

Process: Following your award of the work to a General Contractor, the Hitchcock Design Group team will provide these Construction Services until Final Acceptance of the work, or until 30 days after Substantial Completion of the work, whichever occurs first:

1. Help you prepare an **AIA Owner / Contractor Agreement**.
2. [Construction Meeting #1: Staff / Contractor] **Conduct a Pre-Construction Meeting** with you and the Contractor to review:
 - a. Contractor mobilization and staging
 - b. Contractor schedules
 - c. Contractor submittals
 - d. Responsibilities and Communications
 - e. Payment procedures (routed through Park District)
3. **Issue Interpretations or Clarifications** of the Contract Documents when requested by you or the Contractor.



4. Prepare recommendations for construction **Change Orders**, as requested by:
 - a. You, because of a change that you wish to make to the scope of the Contractor's work
 - b. The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner / Contractor Agreement was executed, as approved by you
5. **Review Submittals and Shop Drawings**, product data and material samples which the Contractor is required to submit for the limited purpose of determining their general conformance with the design concept and information contained in the Contract Documents.
6. **Review Testing Procedures** and data provided by independent testing services.
7. Prepare written **Payment Recommendations** upon review of Contractor's monthly payout applications.

Deliverables: Owner / Contractor Agreement, Clarifications, Change Orders, Submittal Review, Testing Review

B. Construction Observation

Process: During construction, we will:

1. [Construction Meetings #2 - #7: Staff / Contractor] Assuming an approximate four (4) to five (5) month active construction period, **participate in Site Meetings** at key milestones [approximately one (1) every two to three weeks with six (6) total progress meetings budgeted] with you and the contractor to become familiarized with the progress of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.
2. **Prepare Field Reports** of the progress meetings we attend at the site with you and the Contractor.

Deliverables: Field Reports

C. Contract Close-out

Process: After the Contractor notifies the client that the work is Substantially Complete, Hitchcock Design Group will:

1. [Construction Meeting #8: Staff / Contractor] Participate in one (1) site visit to conduct a walk through and **prepare a Punch List** upon substantial completion of the construction of the work documented by us.
2. **Review Contract Close-out Submittals** required as provided by the Contractor, such as but not limited to:
 - a. Operating and maintenance manuals
 - b. Payment applications
3. [Construction Meeting #9: Staff / Contractor] Participate in one (1) site visit to conduct walk through, verify punch list completion and **Establish Final Acceptance**.
4. **Prepare Final Payment Recommendations** regarding the Contractor's request for acceptance of substantially and finally completed work.



5. **WORK BY OWNER: Park District** to coordinate and conduct **IDNR Final Inspection** walk through.

Deliverables: **Punch List, Closeout Submittal Review**

ADDITIONAL SERVICES

We may provide additional services, at your approval that are not included in the Basic Services, such as:

1. Revisions to previously-completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents
3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services rendered after the time limitations set forth in this contract
7. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
8. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services
9. Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement
10. Services rendered after Final Acceptance of the Contractor's work or services rendered more than 60 days after Substantial Completion of the Contractor's work

AUTHORIZATION

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.



Professional Service Agreement

This agreement (Agreement) between Hitchcock Design, Inc., an Illinois corporation doing business as **Hitchcock Design Group (HDG), 22 E Chicago Avenue; Suite 200, Naperville, Illinois 60540** and the **Round Lake Area Park District (RLAPD), 814 Hart Road, Round Lake, Illinois 60073 (Client)** is entered into on September 17, 2020 and includes eight parts: Project Description, Project Team, Scope of Services, Schedule, Compensation and Payment, Client Responsibilities, Additional Conditions and Acceptance.

PART ONE: PROJECT DESCRIPTION

The project is titled Sports Center Park Final Design and includes design development, construction documents, permitting, bidding, and construction administration for the improvements identified in the Sports Center Park IDNR OSLAD Phase One Plan.

PART TWO: PROJECT TEAM

Client/Owner: Round Lake Area Park District
 Landscape Architect: Hitchcock Design Group
 Civil Engineer: TBD
 Electrical Engineer: TBD
 Land Surveyor: under separate contract
 Geotechnical Engineer: under separate contract

PART THREE: BASIC SERVICES

The attached Scope of Services dated September 11, 2020 is made a part of this Agreement.

PART FOUR: SCHEDULE

A project schedule will be prepared upon contract authorization and may be updated from time to time as the project advances.

PART FIVE: COMPENSATION AND PAYMENT

Fee Type and Amount

Client agrees to compensate HDG for the Authorized Scope of Services described in Part Three of this Agreement as follows:

Design Development, Construction Documents Phase:		
Documents Phase:	Fixed Fee	\$82,600
Permitting Phase:	Fixed Fee	\$10,200
Bidding Phase:	Fixed Fee	\$4,600
Construction Phase:	Hourly Estimate	\$23,400
Total Estimated Professional Fees:		\$120,800

Optional Services

Optional Service #1: Wetland Delineation and J.D.	\$6,500
Optional Service #2: Interpretive Sign Design	\$3,500
Additional Permit Revisions:	Hourly



Authorized Additional Services

If circumstances arise during HDG's performance of its Scope of Services that require additional services, HDG will notify Client about the nature, extent and probable additional cost of the additional services, and perform only such additional services following Client's written authorization. Client agrees to compensate HDG for Authorized Additional Services in addition to the fee for the Authorized Scope of Services.

Reimbursable Expenses

In addition to the fees for the Authorized Scope of Services and Authorized Additional Services, Client agrees to compensate HDG for delivery, travel, and reproduction expenses at 110% of HDG's actual cost. Mileage is calculated at the current IRS reimbursable rate.

Standard Rates

The attached Billing Rates are made a part of this Agreement.

Payment

Invoices

Each month, HDG will provide an invoice that describes the invoice period, the services rendered, fees and expenses due, payment due date, billing history and other appropriate information. Invoices for fixed fees will describe the percentage of the services completed. Invoices for hourly fees will describe the tasks, hours and hourly rates for the services completed.

Progress Payments

Client agrees to promptly review HDG invoices and make full payment for Authorized Scope of Services, Authorized Additional Services and Reimbursable Expenses. Payment of each invoice is due upon receipt and will be past due if not paid in full within 30 days of the invoice date. If Client objects to any portion of the invoice, Client agrees to notify HDG, in writing, within 7 days of receipt regarding the Client's objection and pay the undisputed invoice amount in accordance with this Agreement.

Interest and Collection Costs

Client agrees to pay a finance charge of 1½% per month on unpaid account balances that are past due. In the event that HDG must retain an attorney to enforce Client's payment obligations, Client agrees to pay HDG's reasonable attorneys' fees and costs, regardless of whether suit is filed.

PART SIX: CLIENT RESPONSIBILITIES

Representation

Client agrees to designate a representative authorized to act on its behalf. HDG will direct communications to Client through its designated representative. Client agrees to communicate with HDG's project manager in a timely manner in order to expediently advance HDG services.

Program Requirements

Client agrees to provide customary program requirements for the project, including objectives, standards and criteria, schedule, process, communications and budget.



Existing Conditions

Client agrees to provide current information regarding the existing conditions for the project area, including boundary, legal description, ownership, easements, and restrictions; topography and benchmark; soils, utilities, hydrology/wetlands, vegetation, land uses, archeology, traffic. HDG is entitled to rely on the accuracy and completeness of the information provided.

Access

Client agrees to provide HDG and its sub consultants access to the property for observation.

Specialized Consultation

Client agrees to provide the services of specialized consultants, not identified on the Project Team, when they are needed to meet Client's project program requirements.

Changed Conditions

Client agrees to promptly notify HDG in writing of any condition, event or circumstance that may affect the performance of our services.

Financing

Client agrees to compensate HDG regardless of Client's ability to secure loans, mortgages, additional equity, grants or other supplementary financing for the project. If requested, Client agrees to provide evidence that Client is capable of paying for the services described in this Agreement.

Permits

Unless specifically described in HDG's Basic Services, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

Delay

Client agrees to comply with Part Six of this Agreement and to render decisions in a timely manner so as not to delay the orderly and sequential progress of our services.

Client Expense

Client agrees to comply with Part Six of this Agreement at its own expense.

PART SEVEN: ADDITIONAL CONDITIONS

Standard of Care

HDG will perform the Authorized Scope of Services and Authorized Additional Services in accordance with generally accepted standards of ordinary and reasonable skill exercised by landscape architects and planners at the time and location such services are rendered.

Suspension of Services

If Client has not paid HDG's invoice within 90 days of the invoice date, or if Client has an open aggregate account balance of more than \$15,000 or 25% of the total Professional Service Fee, whichever is less, HDG may suspend services under this Agreement by providing 7 days written notice to Client. HDG shall have no liability because of such suspension of services. If either party to this Agreement suspends services for more than 30 consecutive days, Client agrees to compensate HDG for services performed prior to notice of such suspension, and when the Project is resumed, compensate HDG for costs incurred during the interruption and



resumption of services. Client further agrees to equitably adjust HDG's schedule and fees for the remaining services.

Termination of Services

Either party may terminate this Agreement upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Client may terminate this agreement for its convenience and without cause by providing not less than seven days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate HDG for services performed prior to the termination, together with Reimbursable Expenses and Authorized Additional services.

Ownership of Documents

HDG retains the ownership of documents prepared by us as instruments of service. Upon payment of outstanding invoices related to this Agreement, Client is granted a non-exclusive, non-revocable license to use the documents, or copies of the documents, created during the performance of HDG's services for reference, marketing and operation of the project. However, HDG retains the exclusive copyright to the plans, designs and information contained on the documents and all other use of the documents is expressly prohibited except when granted, in writing, by HDG. Client agrees hold HDG harmless from any claim arising from the alleged damages as a consequence of re-use or unauthorized use of the documents. If HDG provides any documents in digital format, at Client's direction, HDG cannot and does not represent, warrant or take any responsibility for the proper operation, compatibility or use of any third party software products or the media on which the documents are transmitted, including but not limited to software, memory devices or transmission by electronic mail.

Credit

Client agrees to give HDG proper credit for its professional services in Client's official communications, published articles, and temporary project identification signage.

Risk Allocation and Indemnity

HDG is responsible only for the Scope of Services authorized in this Agreement. Client may choose to modify HDG's deliverables at Client's risk. Client agrees to defend, indemnify and hold HDG harmless for damages, which may occur as a result of modifications made to our deliverables by others without our authorization, or for damages, which may occur because of the improper or negligent work of others.

Client agrees to indemnify and hold HDG harmless for any delay in the performance or progress of the project, or for any costs or damages sustained by Client resulting from such delay caused by any act or neglect by Client or Client's representatives, or by any third party acting on Client's behalf, or by changes ordered in the project as a result of any regulatory authority, or riot or civil commotion, or by any other cause beyond HDG's control. In the event of such delay, HDG will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this contract. Client further agrees to indemnify and hold HDG harmless from delays or losses experienced by Client or others resulting from the discovery of concealed conditions, which require additional professional services, disposal, mitigation, or other remedial action. Client also agrees to indemnify and hold HDG harmless from delays or losses experienced by Client or others, which result from the discovery of hazardous wastes, and contaminants or pollutants, which require remedial design, mitigation,



or other remedial action. When such discovery warrants the need for additional professional services by HDG, those services will be considered additional services.

HDG agrees to indemnify and hold harmless the Client against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent performance of HDG and its sub consultants.

Limitation of Liability

Client agrees to limit any claim made against HDG to the amount of compensation actually paid to HDG under this Agreement. This limitation of liability applies to all claims including, breach of contract, torts or any other theory.

Insurance

HDG maintains General Liability, Worker's Compensation, Automobile Liability and Professional Liability Insurance at all times. Certificates of Insurance are available on request.

Waiver of Subrogation

Both parties to this Agreement waive the right of subrogation for damages covered by property insurance.

Quantity and Cost Opinion

HDG has no control over the cost of labor, materials, and equipment or the services of others. HDG provides quantity summaries and opinions of probable cost based on its professional judgment, familiarity with the construction industry, and on recent, comparable bidding results. Consequently, HDG does not guarantee the accuracy or thoroughness of its quantity summaries or opinions of probable cost. HDG approximates certain quantities and/or costs for Client's convenience. The Contractor is responsible for determining actual quantities and providing sufficient labor, services, equipment, and materials to complete the work as drawn and specified.

Construction Phase Limitations

HDG will not supervise, direct, or control the Contractor's work. HDG has no authority or responsibility for the methods, techniques, or sequencing of construction, or for the safety or welfare of the Contractor's forces. Accordingly, HDG does not guarantee the performance of the Contractor. HDG will provide Certification or other opinions of the Contractor's work based on HDG's observations and data supplied to us by the Contractor. Client acknowledges that HDG will not make continuous or exhaustive observations of the work and that HDG's recommendations for preliminary acceptance of partially or substantially completed work do not assure the final acceptance of work that may, subsequently, found to be defective.

Third Party Approvals

HDG will work diligently to help Client secure approvals from the appropriate regulatory authorities related to the services specified in this Agreement. However, HDG cannot guarantee the approval of the project by any regulatory agency or third party. Client agrees to compensate HDG for our professional services regardless of the outcome of Client's applications for approval by others.



Dispute Resolution

Both parties agree to submit disputes arising out of this Agreement or relating to the services outlined in the Agreement to non-binding mediation with a mutually agreed upon mediator before initiating any litigation. Demand for mediation shall be made by written request to the other party. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and both parties agree to mediate in good faith. Mediation fees shall be shared equally.

In the event that mediation does not resolve the dispute(s) within 90 days of demand, either party may pursue its rights through litigation in a court of appropriate jurisdiction. In any proceeding following unsuccessful mediation, the substantially prevailing party shall be entitled as part of any money judgment, in addition to such other relief as may be granted, to a reasonable sum for reimbursement of attorneys' fees and costs.

Choice of Law

This Agreement is governed by the laws of the County of DuPage and the State of Illinois.

Authorization

If HDG is authorized to commence and/or continue providing services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement. If so authorized, Client agrees to compensate HDG for such services in accordance with these terms and conditions as though this Agreement were fully executed by both parties.

Extent

This contract constitutes the entire agreement between HDG and Client. It supersedes all previous written or oral understandings. It can be supplemented, or amended, only by the execution of a new written agreement.

PART EIGHT: ACCEPTANCE

Please sign and return this Agreement. A countersigned agreement will be returned to you.

Accepted: _____
Robert Newport, Executive Director
Round Lake Area Park District

Accepted: _____
Steve Konters, Senior Principal
Hitchcock Design Group