



**Wilmette Park District
Special Meeting of the
Board of Park Commissioners**

Monday, February 27, 2023

6:00 pm – Mallinckrodt Community Center “Big Room”

AGENDA

1.0 COMMITTEE OF THE WHOLE CALLED TO ORDER

1.1 ROLL CALL

2.0 COMMUNICATIONS AND CORRESPONDENCE

3.0 PUBLIC COMMENT/RECOGNITION OF VISITORS

4.0 NEW BUSINESS

4.1 CONSIDERATION OF BID RECOMMENDATION FOR NEW DOORS AT THE COMMUNITY RECREATION CENTER

4.2. CONSIDERATION OF BID RECOMMENDATION FOR NEW FURNITURE AT LAKEVIEW CENTER

4.3 CONSIDERATION OF RESOLUTION 2023-R-2, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF WILMETTE IN REGARD TO A SUSTAINABILITY COORDINATOR POSITION

6.0 ADJOURNMENT

If you are a person with a disability and need special accommodations to participate in and/or attend a Wilmette Park District meeting, please notify the Director’s Office at 847-256-6100.



Memorandum

Date: February 27th, 2023

To: Board of Commissioners

From: Kristi Solberg

Cc: Steve Wilson

Re: Requesting Board Approval-Community Recreation Center Exterior Door Replacement

The Parks and Planning Department held a bid opening on Monday February 20th for the Community Recreation Center Exterior Door Replacement on the South entrance (main entrance) and the West entrance (Preschool entrance). The Parks and Planning Department received 1 bid for the project and is requesting Board approval with DH Pace Door Service Group, in the total of \$95,932.00.

The total amount budgeted within CIP for the project is \$75,000. The increase in the bid amount is due to an 18% increase on the products, an increase associated with freight charges and an increase with glass material.

Memorandum



Date: February 17, 2023

To: Board of Park Commissioners;
Commissioner Michael Murdock, President
Commissioner Kara Kosloskus, Vice President
Commissioner Lindsay Anderson
Commissioner Cecilia Clarke
Commissioner Patrick Duffy
Commissioner Allison Frazier
Commissioner Julia Goebel

From: Emily Guynn, Superintendent of Recreation

cc: Steve Wilson, Executive Director
Ben Wozney, Lakefront General Manager

Re: Lakeview Center and Beach House Furniture Bid Recommendation Sheet

On February 10, Emily Guynn, Superintendent of Recreation and Ben Wozney, Lakefront General Manager facilitated the Lakeview Center and Beach House furniture bid opening.

Attached is a bid recommendation sheet for your consideration.

Staff recommends approval of the bid from Forward Space. Forward Space is a Chicagoland area based business with a headquarters in Wood Dale, IL. Forward Space references include North Shore Country Day, Lake Forest Academy, Illinois Tech, DePaul and Northwestern University.

Wilmette Park District
 Bid Recommendation Sheet



Facility / Location: Gillson Park, Lakeview Center and Beach House **Fiscal Year:** 2023

- I. Item(s) / Work Bid:** Furniture
- II. Legal Notice Published:** January 26, 2023
- III. Bid Opening:** February 10, 2023 at 11:00 a.m.
- IV. Bid Requirements:**
 - A. Affidavit of Experience
 - B. List of Subs
 - C. Certificates and Signatures
 - D. Certification of Eligibility**Status:**
 Submitted
 Not Applicable
 Submitted
 Submitted
- V. Contractors who received Bid Plans and/or Specifications:**
 - A. Forward Space
 - B. SBD Commercial Interiors**Participated:**
 Yes
 No
- VI. Recommended Awardee:** Forward Space

Item(s) / Work: Supply furniture, delivery and installation per specifications

Did low bidder meet all requirements? Yes

VII. Budget / Cost Comparison:

Project Name	FY23 Budgeted Amount	Bid Result Amount
Beach House Table/Chairs	\$43,373	\$38,900
Lakeview Center Furniture, Fixtures and Equipment	\$126,199.81* (furniture portion)	\$111,924

** CIP FY23 for Lakeview Center FFE is \$141,000 total, which includes other planned fixtures (tv's, warming cabinets, coffee machine, sound system, ice machine, etc.)*

VIII. Approvals:

Staff member making recommendation: Emily Guynn, Superintendent of Recreation

Approved by Park Board of Commissioners: _____
 (Date)

**WILMETTE PARK DISTRICT
RESOLUTION NO. 2023-R-2**

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT FOR SUSTAINABILITY COORDINATOR SERVICES**

WHEREAS, the Wilmette Park District (“Park District”), Village of Wilmette (“Village”), Wilmette Public Library District, Wilmette Public School District 39, and Township of New Trier (collectively, the “Parties”) have participated in a series of Intergovernmental Cooperation Committee meetings and have found that sharing a sustainability coordinator would provide a dedicated sustainability expert on staff, share knowledge and best practices across organizations, advance research into additional sustainability practices that might be applicable to the Parties, coordinate education on sustainability across the community, and move all of the Parties’ sustainability efforts forward more efficiently and effectively; and

WHEREAS, the Parties desire that the Village hire a sustainability coordinator to serve as an expert in sustainability practices, and to provide certain agreed upon services to the Parties from time-to-time; and

WHEREAS, the Parties acknowledge that in order for the Village to hire and maintain a full time sustainability coordinator, that is available to assist the Parties from time-to-time, the the Parties must cooperatively fund the position; and

WHEREAS, following a series of extensive negotiations, the Parties have agreed upon and prepared in draft form an agreement entitled “Intergovernmental Agreement for sustainability Services” (“Intergovernmental Agreement”) that that sets forth the respective rights and obligations of the Parties with respect to the sustainability coordinator position; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois (Ill. Const., art. VII, sec. 10(a)) authorizes units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act provides that a public agency may jointly exercise or combine any power, privilege, function or authority with other public agencies (5 ILCS 220/1 et seq.); and

WHEREAS, the Parties are all public agencies as defined in the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the Park District’s Board of Park Commissioners (“Park Board”) has determined that it is in the best interests of the Park District and its residents to authorize the execution of the Intergovernmental Agreement, subject to the terms and conditions set forth therein.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Wilmette Park District, Cook County, Illinois, as follows:

Section 1. The preamble to this Resolution is hereby incorporated in its entirety by reference in, and made a part of, this Resolution.

Section 2. The form, terms and provisions of the proposed “Intergovernmental Agreement,” copies of which have been distributed to and considered by the Park Board at this meeting, are hereby approved, and the President and Secretary of the Park Board are hereby authorized and directed to execute said agreement in the name of and on behalf of the Park District, substantially in the form presented at this meeting, with such modifications thereto as the President in consultation with the Park District’s attorney shall approve, which approval shall be conclusively evidenced by the President’s execution thereof.

Section 3. The Secretary of the Park Board is hereby authorized and directed to certify a copy of this Resolution and deliver same to the Village.

Section 4. The proper officers of the Park District are hereby authorized to execute such further documents and instruments and take such further actions as they shall deem necessary or appropriate in order to carry out the intent and effect the provisions and purposes of this Resolution and the Intergovernmental Agreement.

Section 5. This Resolution shall be in full force and effect from and after its adoption as provided by law.

Adopted by roll call vote this 27th day of February, 2023.

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

President, Board of Park Commissioners
Wilmette Park District

ATTEST:

Secretary, Board of Park Commissioners
Wilmette Park District

SECRETARY'S CERTIFICATE

I, Stephen P. Wilson, do hereby certify that I am Secretary of the Board of Park Commissioners of the Wilmette Park District, Cook County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Park District; and,

I hereby further certify that the foregoing instrument is a true and correct copy of:

A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR SUSTAINABILITY COORDINATOR SERVICES

adopted at a duly called Meeting of the Board of Park Commissioners of the Wilmette Park District, held at Wilmette, Illinois, in said District at 7:30 p.m. on the 27th day of February, 2023.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board, in the passage of the resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District at Wilmette, Illinois this 27th day of February, 2023.

Secretary
Board of Park Commissioners
Wilmette Park District

[SEAL]

INTERGOVERNMENTAL AGREEMENT FOR SUSTAINABILITY COORDINATOR SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2023 ("**Effective Date**"), and is by and between the **VILLAGE OF WILMETTE** ("Village"), an Illinois home rule municipal corporation; the **WILMETTE PARK DISTRICT** ("Park District"), an Illinois park district; the **WILMETTE PUBLIC LIBRARY DISTRICT** ("Library District"), an Illinois public library district; the **WILMETTE PUBLIC SCHOOL DISTRICT 39** ("School District"), an Illinois public school district; and **TOWNSHIP OF NEW TRIER** ("Township"), an Illinois township (collectively, the "**Parties**").

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local governments, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government, may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Parties have participated in Intergovernmental Cooperation Committee meetings and have found that sharing a Sustainability Coordinator would provide a dedicated sustainability expert on staff, share knowledge and best practices across organizations, advance research into additional sustainability practices that might be applicable to the Parties, coordinate education on sustainability across the community, and move all of the Parties' sustainability efforts forward more efficiently and effectively; and

WHEREAS, the Parties desire that the Village hire a Sustainability Coordinator ("Sustainability Coordinator"), who shall be made available as provided for in this Agreement, to serve as an expert in sustainability practices; and provide the services to each Party as provided for in the attached Job Description (attached as Exhibit A); and

WHEREAS, the Parties acknowledge that in order for the Village to hire and maintain a full time Sustainability Coordinator, that is shared amongst the Parties, that the Parties must cooperatively fund the position; and

WHEREAS, the Sustainability Coordinator shall be an employee, with all obligations, responsibilities and rights, of the Village, and

WHEREAS, assignments by the Parties, to the Sustainability Coordinator shall be governed by this Agreement; and

WHEREAS, the cost sharing and logistics regarding the payment of the Sustainability Coordinator shall be governed by this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are incorporated herein by reference and made a part hereof as though fully set forth in this Section 1, the same constituting the factual basis for this Agreement.

SECTION 2. EMPLOYEE

The Sustainability Coordinator will be an at-will employee of the Village. The Village shall have the sole authority to hire, terminate, discipline, and promote the Sustainability Coordinator. The Sustainability Coordinator shall be subject to the applicable Village's rules, regulations and budgets, including, but not limited to, the Village's Personnel Manual, Village's Budget, and Village's Pay Plan, and to any benefits or protections afforded employees of the Village including, but not limited to unemployment insurance and Worker's Compensation.

The Sustainability Coordinator's direct supervisor shall be the Assistant to the Village Manager. If the Assistant to the Village Manager is unavailable, the Assistant Village Manager shall be the Sustainability Coordinator's supervisor. The Village will conduct an annual performance review of the Sustainability Coordinator.

SECTION 3. SALARY

The Sustainability Coordinator will be hired in Grade G of the attached Village Pay Plan (attached as Exhibit B). The Sustainability Coordinator will receive annual step increases in the Village Pay Plan in the same manner as other non-sworn Village employees hired on or after January 1, 2011, do. The Sustainability Coordinator's salary will also increase by the same cost of living adjustments provided to all other non-sworn Village employees each year.

SECTION 4. DUTIES AND ASSIGNMENTS

The Sustainability Coordinator may only be assigned work that is related to the Job Description. Such assignments shall be made by the Village. Any other assignments from a Party other than the Village may be made directly to the Sustainability Coordinator's supervisor. In situations where assignments have been given by multiple parties at the same time, the priority of such assignments shall be made by the Sustainability Coordinator's supervisor; in which the Sustainability Coordinator's supervisor shall consult with the assigning Parties prior to making the priority of assignments.

It is understood that the gross number of hours that can be worked in a calendar year, is 2080 hours, but that the Sustainability Coordinator will be subject to various types of paid time off as allowed by the Village's Personnel Manual. Accordingly, it is understood that the Sustainability Coordinator estimated hours worked will be 1,820 in a calendar year.

Per each calendar year, the following percentage of the annual allocation of the hours to be worked by the Sustainability Coordinator shall be allocated as follows:

Party	Percentage Share	Estimated Hours
Village	45.5	827.5
Park District	45.5	827.5
Library District	3	55.0
School District	3	55.0

Township	3	55.0
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Parties desiring to exceed their Percentage Share each year may do so only upon the approval of the Village and Park District and if approved the respective Party shall be charged for all hours worked in excess of the Percentage Share at an hourly rate based on the Total Compensation Package as outlined in Section 5 below.

SECTION 5. PAYMENT

The Sustainability Coordinator as an employee of the Village shall receive a Total Compensation Package (“Total Compensation Package”). The Total Compensation Package shall mean any and all payments made to or for the Sustainability Coordinator that are related to the Sustainability Coordinator’s employment and shall include, but be not limited to, the Sustainability Coordinator’s salary, health insurance, IMRF contributions, cell phone reimbursement, certifications and memberships, and any travel and training budgeted and paid for by Village.

Each Party, except the Village, shall pay to the Village for the previous year’s use of the Sustainability Coordinator, its respective share of the Total Compensation Package, within the time frame as provided for in the Local Government Prompt Payment Act (50 ILCS 505/1 *et. Seq.*) . Such invoice shall be in the amount of the Percentage Share of the Total Compensation Package, regardless of the actual hours of work performed on behalf of a Party. Notwithstanding the above, if the actual work performed has exceeded the Percentage Share for a Party, then the invoice shall be increased to account for an additional Percentage Share of the work actually performed for the Party. Each Party’s share of the Total Compensation Package shall be equal to the Percentage Share. The Village may issue such invoice at any time, but intends on issuing the invoice each December in the year of which the work was performed. The Percentage Shares of the Parties shall be equally redistributed to account for any increase in the Percentage Shares of a Party.

Each Party shall not be liable to each other for any other extraordinary or out of pocket costs except for those related to the Total Compensation Package.

SECTION 6. TERM AND TERMINATION.

This Agreement shall be automatically renewed on an annual basis beginning on January 1st of each year. Notwithstanding the foregoing, the Village or the Park District may terminate this Agreement upon and after six (6) months written notice to the remaining Parties. The Library District, School District, and Township may remove themselves as a Party to this Agreement upon and after ninety (90) days written notice to the remaining Parties. Such removal by the Library District, School District, and Township shall not cause the termination of this Agreement. The Percentage Share of the Party removing itself from this Agreement shall be equally redistributed to the remaining Parties.

Any Party removing themselves from this Agreement shall be responsible for the pro-rated amount of the Percentage Share for the portion of the final year of its participation in this Agreement (including the time required for the written notice). The Parties shall be responsible for the pro-rated amount of the Percentage Share for the portion of the final year of its participation in this Agreement (including the time required for the written notice) upon the termination of this Agreement.

SECTION 7. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) certified United States Mail, enclosed in a sealed envelope with sufficient postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 7.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Village of Wilmette:	Village Manager Village of Wilmette 1200 Wilmette Avenue Wilmette, IL 60091
If to the Park District:	Executive Director Wilmette Park District 1200 Wilmette Avenue Wilmette, IL 60091
If to the Library District:	Director Wilmette Public Library 1242 Wilmette Avenue Wilmette, IL 60091
If to the School District:	Superintendent Wilmette Public Schools District No. 39 615 Locust Rd Wilmette, IL 60091
If to the Township:	Township Administrator New Trier Township 739 Elm St. Winnetka, IL 60093

B. Governing Law. This Agreement is to be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

C. Amendments and Modifications. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by each of the Parties in accordance with all applicable statutory procedures.

D. Severability. Every section, paragraph, part, term and provision of this Agreement is severable from the other terms and provisions of this Agreement. If any section, paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by a court of competent jurisdiction, the remaining sections, paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

E. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the Parties.

F. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

G. Joint Employer. None of the Parties shall be deemed a joint employer of any of the other Parties' employees. Each Party shall indemnify the other Parties from and against claims made by the indemnifying Party's employees that they are co-employed by any of the other Parties. None of the Parties' employees will be deemed "leased" employees of any of the other Parties for any purpose. In connection with this Agreement, each Party is an independent contractor and does not have any authority to bind or commit the other Parties. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the Parties for any purpose.

H. Sustainability Coordinator Contact with Students. To the extent required by law, if the Sustainability Coordinator has any direct, daily contact with students, the Sustainability Coordinator shall submit to a fingerprint-based criminal background check as required under 105 ILCS 5/10-21.9, and the Village shall provide the necessary evidence of examination and physical fitness required by 105 ILCS 5/24-5. This statutory provisions mentioned in this subsection, shall not apply to the Sustainability Coordinator, if such work or other activities involving students to be performed would not otherwise be required of any other individual performing the same or similar work or other activities.

I. Compliance with all Laws. The Parties agree to comply with all applicable federal, state and local laws and regulations. As required by regulation of the Illinois Department of Human Rights, the Equal Opportunity Clause contained in Title 44, Part 750 App. A and the representations therein are hereby incorporated into this Agreement. Prior to the Sustainability Coordinator entering school grounds, the School District Parties shall provide the Sustainability Coordinator's supervisor with a copy of all relevant and applicable policies and procedures that are required to be adhered to by the School District Parties. If the Sustainability Coordinator has any access to student information, the Sustainability Coordinator shall execute a confidentiality agreement concerning student records and shall maintain such records on the School District's behalf in compliance with said agreement and applicable student records laws.

J. Indemnification, Defend and Hold Harmless. The Village shall indemnify, defend, and hold the other Parties and their respective Board members, agents, and employees harmless from any and all liabilities, losses, costs, employment taxes, fines, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any employment-related obligation, as required by federal or state law to be provided for to all Village employees, towards the Sustainability Coordinator. The Village shall further provide an indemnification, defense and shall hold harmless the remaining Parties for any negligent act or omission solely caused by the Sustainability Coordinator when the Sustainability Coordinator is performing work related duties as provided for in this Agreement.

The Parties shall indemnify, defend, and hold the each other Party and their respective Board members, agents, and employees harmless from and against any claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or

occasioned by or in connection with any claims made by the Sustainability Coordinator against a Party or Parties for the intentional, willful and wanton, gross negligent or negligent acts of its Board, members, agents, and employees and for any claims made by the Sustainability Coordinator for the personal or bodily injury of the Sustainability Coordinator when the Sustainability Coordinator is performing work related duties on a Party's premises.

Notwithstanding the foregoing, each party may assert any defenses or limitations of liability permitted under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or otherwise provided by law.

The Parties shall furnish to the other Parties a certificate of the insurance naming the each of the Parties as an additional insured on its commercial general liability insurance.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

	VILLAGE OF WILMETTE , an Illinois municipal corporation
ATTEST:	
	By: _____
	WILMETTE PARK DISTRICT , an Illinois Park District
ATTEST:	
	By: _____
	WILMETTE PUBLIC LIBRARY DISTRICT , an Illinois public library
ATTEST:	
	By: _____
	WILMETTE PUBLIC SCHOOL DISTRICT 39 , an Illinois public school district
ATTEST:	
	By: _____
	TOWNSHIP OF NEW TRIER , an Illinois township
ATTEST:	
	By: _____