VILLAGE OF NORTH BARRINGTON PARKS AND RECREATION COMMISSION MEETING 111 Old Barrington Road, North Barrington, IL 60010 Monday June 9, 2025 5:30 P.M.

AGENDA

- 1. Call to Order
- 2. Roll Call
- 3. Public Comment
- 4. Approve Minutes of the May 12, 2025, Meeting
- 5. New Items
 - a. Review Signage for Summer Concerts: Proofs obtained
 - b. Review Sign Placement for Summer Concerts
 - c. Final Preparations for:
 - i. June Summer Concert
 - ii. June Kids Concert
 - d. Fall Fest Preparations
 - i. Vendors
 - ii. Event Signage
 - e. Leonard Park updates
 - f. Other Events (Tree Lighting, other?)
- 6. Budget Review and Updates
- 7. Recruitment Updates
 - a. Open seats for commission members
- 8. Initiative Updates
 - a. Kimley Horn's proposal for added services for community engagement.
 - b. Sue Murdy memorandum date May 28, 2025.
- 9. Marketing Support
 - a. Intern/Volunteer/Social Media (Facebook)
 - b. Website Update
- 10. Adjournment

The Village of North Barrington is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan

to attend this meeting and who require certain accommodations so that they
can observe and/or participate in this meeting, or who have questions
regarding the accessibility of the meeting or the Village's facilities, should
contact the Village's ADA Coordinator at 847-381-6000 promptly to allow the
Village to make reasonable accommodations for those persons.

Posted by:	Date:	Time:

VILLAGE OF NORTH BARRINGTON

PARKS AND RECREATION COMMISSION MEETING MINUTES Monday, May 12, 2025

Call to Order

The meeting was called to order at 5:30 p.m.

Roll Call

Roll Call was answered by Chairperson David Lauffer, Frank Fontana, Jeff Harwood, Kasia Lazar and Tammie Mahoney. Dwight Bennett entered the meeting at 5:35 p.m. Also present was R. Lazar and Administrative Assistant Sue Murdy.

Public Comment

There was no public comment.

Approve Minutes of April 8, 2025 Special Meeting

Motion by Tammie Mahoney and seconded by Jeff Harwood to approve the Minutes of April 8, 2025, Parks and Recreation Commission Special Meeting. On voice vote Chairperson David Lauffer, Dwight Bennett, Frank Fontana, Jeff Harwood, Kasia Lazar and Tammie Mahoney voted AYE. No NAYS. Motion Carried.

Approve Minutes of April 14, 2025 Meeting

Motion by Tammie Mahoney and seconded by Jeff Harwood to approve the Minutes of April 14, 2025, Parks and Recreation Commission Meeting. On voice vote Chairperson David Lauffer, Dwight Bennett, Frank Fontana, Jeff Harwood, Kasia Lazar and Tammie Mahoney voted AYE. No NAYS. Motion Carried.

Approve Minutes of April 22, 2025 Special Meeting

Motion by Tammie Mahoney and seconded by Jeff Harwood to approve the Minutes of April 22 2025, Parks and Recreation Commission Special Meeting. On voice vote Chairperson David Lauffer, Dwight Bennett, Frank Fontana, Jeff Harwood, Kasia Lazar and Tammie Mahoney voted AYE. No NAYS. Motion Carried.

Approve Minutes of April 29, 2025 Special Meeting

Motion by Tammie Mahoney and seconded by Jeff Harwood to approve the Minutes of April 29, 2025, Parks and Recreation Commission Special Meeting. On voice vote Chairperson David Lauffer, Dwight Bennett, Frank Fontana, Jeff Harwood, Kasia Lazar and Tammie Mahoney voted AYE. No NAYS. Motion Carried.

New Items

VILLAGE OF NORTH BARRINGTON

PARKS AND RECREATION COMMISSION MEETING MINUTES Monday, May 12, 2025

A. Review Signage for Summer Concerts: Requesting Designs from a Vendor

There was extensive discussion about purchasing new signage for the scheduled events. The option of purchasing A Frame signage that has interchangeable panels was discussed as well as the continued usage of two-sided yard signs. It was decided that Kasia Lazar would forward new sign content to Administrative Assistant Sue Murdy, who will contact State Graphics to design new yard signs. The Commission would like 20 signs to use for the Summer Concerts and 20 signs to use for the Kids Concert.

B. Review Sign Placement for Summer Concerts

The Commission reviewed the signage placement list in their meeting packet. Chairperson Lauffer would like to assign each Commission member a Village location to place the signs the Sunday/Monday prior to the concert.

C. Final Preparations for:

- 1. June Summer Concert-The Commission discussed the details of the June 14, 2025, Summer Concert. Jeff Harwood will meet the performer, Kerosene Band, at Eton Park to review the venue. Administrative Assistant Sue Murdy reviewed a pre-concert checklist.
- 2. June Kids Concert-The Commission discussed the details of the June 21, 2025, Kids Concert. They decided to have a tent for the attendees in case of rain or hot weather. There was extensive discussion about the pizza being served. Dwight Bennett will research pizza trucks. A cooler will be ordered to hold cold drinks.

D. Fall Fest Preparations

- 1. Vendors-Administrative Assistant Sue Murdy stated the vendors are reserved for the Fall Festival, scheduled for October 5, 2025, from 1:00 pm to 4:00 pm. The Commission reviewed a list of items for discussion.
- 2. Event Signage-The Commission would like to have directional information signage placed at various locations within the tents at the event.
- **E.** Leonard Park Updates-The Commission will follow up with Village Administrator John Lobaito for an update on the walking path repairs.
- F. Other Events (Tree Lighting, other)-this item will be discussed at a subsequent meeting.

Motion by Chairperson Lauffer and seconded by Tammie Mahoney to install trail cams to monitor activity on the walking trail. On voice vote Chairperson Lauffer, Frank Fontana, Jeff Harwood, Kasia Lazar and Tammie Mahoney voted AYE. No NAYS. Motion carried.

Budget Review and Updates

VILLAGE OF NORTH BARRINGTON

PARKS AND RECREATION COMMISSION MEETING MINUTES Monday, May 12, 2025

This item will be discussed at a subsequent meeting.

Recruitment Updates

A. Open Seats for Commission Members-Parks and Recreation Commission Chairperson Lauffer will discuss this issue with the Village President.

Initiative Updates

A. Consultant Next Steps: Contract & Added Survey Services

The Commission is waiting for a response from Kimley-Horn regarding a more extensive resident survey and the costs. Their recommendation will be presented at the Board of Trustees Meeting on June 18, 2025.

Marketing Support

A. Intern/Volunteer/Social Media (Facebook)

The Commission discussed the importance of visibility in the community. Tammie Mahoney is working on the design of the Village Facebook page.

B. Website Update

The Commission plans to have a dedicated page on the new Village website, which will launch this year. Ideally, the page would display a slideshow of Parks & Recreation Commission events. Chairperson Lauffer would like to be the point of contact for the website updates.

Adjournment

Motion by Jeff Harwood and seconded by Kasia Lazar to adjourn the meeting. On voice vote Chairperson David Lauffer, Dwight Bennett, Frank Fontana, Jeff Harwood, Kasia Lazar, and Tammie Mahoney voted AYE. No NAYS. Motion Carried.

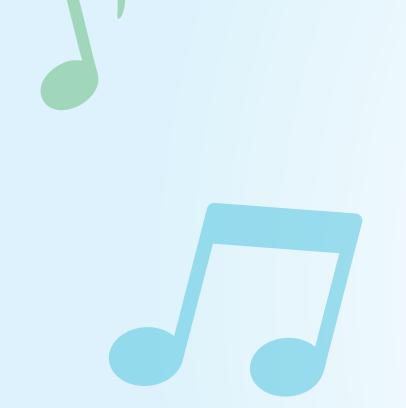
The Meeting was adjourned at 6:55	p.m.	
Submitted by,		
John Lobaito, Village Clerk		

North Barrington Summer Concert



Free Ice Cream

North Barrington Summer Concert



Saturday, 6:00 p.m.

Eton Park



North Barrington Summer Concert

Saturday, 6:00 p.m.

Eton Park



North Barrington Summer Concert

Saturday, 6:00 p.m.

Eton Park

Free Ice Cream

North Barrington Kids Concert





North Barrington Kids Concert

Saturday, 3:30 p.m. Eton Park



Free Pizza & Ice Cream



North Barrington Kids Concert







Saturday, 3:30 p.m. Eton Park



Free Pizza & Ice Cream

2025 SUMMER CONCERT SIGN LOCATIONS

LOCATION

Note: signs placed at intersections of Rte 22 or Rte 59 should be placed on the intersecting street no less than 200 feet from the state route.

1	Hwy. 59/Eton Dr.
2	Hwy. 22/Grassmere
3	Hwy. 22/Haverton
4	Hwy. 22/Century Oaks
5	Hwy. 22/Hewes
6	Eton Park
7	Miller Rd./Kimberly Dr.
8	Miller Rd./Biltmore Dr.
9	Miller Rd./Clover Hill Rd.
10	Honey Lake Rd./Signal Hill Rd.
11	Grass triangle by club pool
12	Eton and Biltmore
13	2 at Eton Swamp
14	Village Hall
15	Signal Hill and Old Barrington Rd.
16	Signal Hill and Old Iroquois
17	Hwy. 59 /Signal Hill Rd.
18	Biltmore Dr. and Signal Hill Road



MEMORANDUM

To: David Lauffer, Chairperson Parks & Recreation Commission

Members of the Parks & Recreation Commission

From: John Lobaito, Administrator

Date: June 9, 2025

Subj: Kimley Horn Contract Discussion

Attachments: 1. Contract

2. Additional Community Engagement Services

Requested Action

Commission to review the additional information from Kimley Horn regarding Community Engagement and decide if the Commission wants to recommend additional services for Community Engagement beyond the initial proposal by Kimley Horn.

Background

Following the interview process by the Commission, the Commission asked for more information on the community engagement component of Kimley Horn's proposal.

On May 7, 2025, I sent via email the response I received from Daniel Grove, Kimley Horn.

Attached is a copy of the same material from Kimley Horn that was emailed to the Commission. In addition to an online survey that they expect to receive 150 – 200 responses, they will create content for social media and the Village Website to engage the community.

Kimley Horn has offered additional services for a fee, including a direct mailer (postcard) to each home or door hanger. This would be an additional cost of \$3,000-\$5,000. To conduct a statistically valid survey, the additional cost would be \$7,000.

The contract with Kimley Horn is under review by the Village Attorney and the Village insurance carrier. The Commission's recommendation to approve the contract is scheduled for the June 18, 2025 Village Board meeting.

RE: 5-Year Comprehensive Master Parks and Recreation Plan

DEAR JOHN,

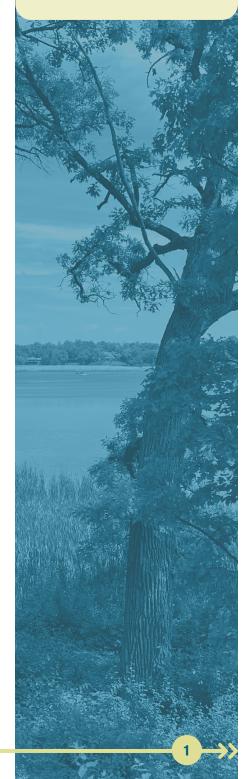
Our team greatly enjoyed the opportunity to speak with the Commission on Tuesday night. We are very excited about this project and hope to work on it for the Village.

As requested, I am providing additional information and details on our approach to community engagement. Our process will include the following:

- PROJECT BRANDING: We will develop a project brand, including
 a logo and colors, to be used consistently in materials throughout the project.
- SOCIAL MEDIA AND VILLAGE WEBSITE SUPPORT: We will create content using
 the project brand for key announcements, working with the Village to provide file
 types suitable for social media posts, website updates, and email blasts.
- COMMUNITY SURVEY: Our team will develop an online survey to gather opinions about parks and recreation in North Barrington. We will refine the survey questions with input from the Park & Recreation Commission and Village staff. Based on past survey responses, we expect 150 to 200 responses, which would be statistically significant with a margin of error of less than 10%.
- STAKEHOLDER INTERVIEWS: We will conduct half a day of one-on-one interviews or focus group sessions, collaborating with Village staff and the Parks & Recreation Commission to identify relevant stakeholders.
- COMMUNITY LISTENING SESSIONS: We will hold two sessions open to the
 public, one on a weeknight and one on a Saturday morning. These sessions will
 provide information on the process, any initial findings, and collect resident input
 on parks and recreation.
- PLAN COMMISSION SESSION: Near the time of the listening sessions, we will meet with the Plan Commission to facilitate a discussion and gather their feedback.
- VILLAGE BOARD MEETING: We will discuss the project with the Village Board at one of their meetings. Timing will be coordinated with Village staff and the Parks & Recreation Commission to either set project goals early or present survey summaries for feedback.
- PRIORITIZATION DISCUSSION OR WORKSHOP: After developing alternative recommendations, we will review them with Village staff and the Parks & Recreation Commission, then present them to the Village for feedback on preferences and priorities. This may occur at a Village Board meeting or a standalone workshop.

MAY 5, 2025

John Lobaito
Village Administrator
Village of North Barrington
111 Old Barrington Road
North Barrington, IL 60010



RE: 5-Year Comprehensive Master Parks and Recreation Plan

We also offer to set up an interactive webpage on our engagement software, PublicCoordinate:

PUBLICCOORDINATE: This website includes an interactive map where stakeholders can pinpoint key issues and
opportunities, providing detailed input on desired amenities, concerns, and safety issues.

Additional community engagement options Kimley-Horn can provide, if desired by North Barrington, include:

- POSTCARD MAILERS OR DOOR HANGERS: In addition to digital outreach, we can assist with physical outreach to
 each household in the Village, using branded postcards or door hangers with information and a survey QR code. Costs
 would vary based on the selected approach and available Village resources, estimated at \$3,000 to \$5,000.
- STATISTICALLY VALID SURVEY: Another option would be to replace the online survey with a statistically valid survey.
 This type of survey is common for Comprehensive Park Master Plans when the client is a Park District, as it is required by the accreditation process with the Illinois Association of Park Districts (IAPD). Kimley-Horn did not include this in our original proposal as it was not requested in the RFP, there are no accreditation concerns since there is no park district, and we have found most municipalities do not see a significant benefit compared to the cost of this effort.

However, Kimley-Horn has worked with ETC Institute on numerous projects and would be happy to bring them into the process if desired. We have reached out to them to understand what their cost and approach would be. ETC indicated that given the community size, they would not do a randomized sampling but would instead send out surveys to all households in the community. They would send one round of follow-up postcards to any households that did not respond. ETC indicated that for communities of this size, they do not guarantee a quantity of responses, but felt confident that they would receive at least 100 completed surveys. The additional cost for adding a statistically valid survey to our process in place of the online survey would be \$7,000.

We appreciate the opportunity to answer questions and provide more information. *Please do not hesitate to reach out to me at daniel.grove@kimley-horn.com or 630.487.3415 if there is anything else you need.*

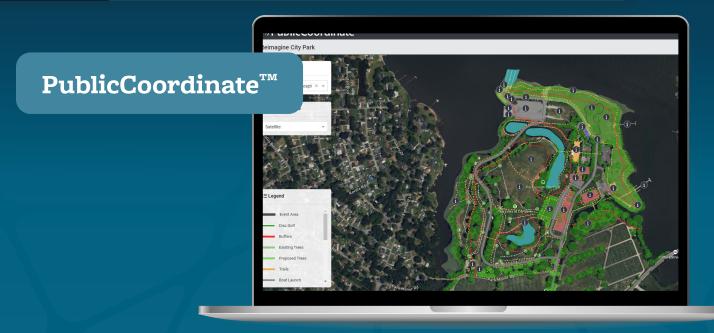
SINCERELY,

Daniel Grove PLA, AICP, LEED AP

Associate

Kimley»Horn

RE: 5-Year Comprehensive Master Parks and Recreation Plan



This proprietary Kimley-Horn solution is a streamlined, sophisticated interactive map that makes it easier than ever to solicit feedback from the public. Whether the goal of the project is to inform, consult, or collaborate with the public, this tool provides information in an easily digestible format. Its online platform is user-friendly, making it easy for the public to provide input and visualize what their communities would look like with proposed improvements.

Public-friendly

- Map can be translated into multiple languages
- Customizable welcome text box provides instructions to map users
- Mobile-, tablet-, and desktop-friendly interface
- Unlike most other platforms, meets ADA web accessibility guidelines required by state and federal agencies

Secure

- Increased security with reCAPTCHA box and optional email address requirement in order to post a comment prevents spam comments
- Built-in prohibited words restrict the use of inappropriate words in the comments

Customizable

- Offers multiple comment types, including pointspecific comments and drawing a route
- Integrates seamlessly with SurveyMonkey, CVent, or Forsta to display custom surveys within the map sidebar
- Provides the ability to toggle between multiple underlying base maps including aerial, street, and custom base maps
- Custom branding to show project/client logos and display project name

Efficient

- Provides the ability to toggle between multiple project alternatives/phases in one map and automatically assigns comments to specific project alternative/phase
- Exports formatted reports on activity and comments with summary analytics on comments and types
- Live comment notifications



May 8, 2025

John Lobaito
Village Administrator
Village of North Barrington
500 South Fish Lake Road
North Barrington, IL 60073

Re: Agreement for Professional Consulting Services

5-Year Comprehensive Master Parks and Recreation Plan

North Barrington, Illinois

Dear John:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this Agreement (the "Agreement") to Village of North Barrington ("the Client") for professional consulting services for developing a 5-Year Comprehensive Master Parks and Recreation Plan (the "Project") in the Village of North Barrington, Illinois.

SCOPE OF SERVICES

Task 1: Project Kick-off

Kimley-Horn will conduct one (1) meeting with Village staff and Parks & Recreation Commission to:

- Review the project scope
- Confirm roles and responsibilities, project methodology
- Discuss project milestones, content of deliverables, and timing
- Review existing programs
- Confirm project goals

Following the Project Kick-off, Kimley-Horn will schedule a monthly check-in call with Village staff (up to seven (7) calls) to review conformance to the schedule and identify any upcoming coordination needs. Kimley-Horn will meet with the Parks & Recreation Commission up to four (4) times to review interim deliverables and solicit input.

Task 2: Data Collection and Project Management

Kimley-Horn will collect and review base materials and data. This will include CAD or GIS base data provided by the Village, community demographics, publicly available aerial photography and other base data, and neighborhood development plans provided by the Village.

Using the data collection, Kimley-Horn will complete the following:

Compile a list of current and historic programs provided by the Village. This will be
used to document what has been offered and referenced in discussions and surveys
to solicit feedback on any requested changes.



- Review the Village's approach to funding and financing open space and recreation improvements.
- Review the recommendations from the 2015 Comprehensive Plan, as well as input from the recently conducted community survey.

Kimley-Horn will summarize key findings in a graphic slide deck to be reviewed by Village staff and the Parks & Recreation Commission. This task includes up to one (1) round of revisions to the slide deck based on consolidated comments from Village staff and the Parks & Recreation Commission.

Task 3: Current Facility Inventory & Evaluation

Kimley-Horn will conduct an initial desktop analysis using aerial photography and Village base data. We will identify the amount of open space and quantity of amenities (such as playground equipment and recreation fields) within the Village Owned properties and within a 1/2-mile radius of the Village boundaries. We will also identify the location and lengths of all trails and paths withing the Village

Kimley-Horn will confirm quantities and locations in the field. We will prepare evaluations of the existing conditions of all the amenities, open fields, and site furnishings in the Village. For trails we will evaluate existing paving conditions, width, and visibility at intersections and large grade changes. Kimley-Horn will evaluate paths and trails and identify concerns relative to the Americans with Disabilities Act (ADA), which may relate to trail materials, grades, location of amenities, transition zones, and other items. This will not represent a full ADA assessment.

We will use this analysis to create a series of report cards for each park site. These draft report cards will be provided to Village staff and the Parks & Recreation Commission for review. This task includes up to one (1) round of revisions to address consolidated comments from Village staff and the Parks & Recreation Commission. The revised report cards will be included as an appendix in the final report (Task 10).

Task 4: Natural Resource Evaluation & Analysis

Kimley-Horn will assess the condition of the Village's natural resources. This will include review of current and historical aerials, as well as any reports or studies provided by the Village under Task 2. Kimley-Horn will visit each of Village Owned properties to conduct a visual assessment of the area and determine the overall value of the resource and make observations to assist in the development of the Natural Resources Plan.

We will supplement these property visits with an in-depth review of three (3) sites that are deemed of highest interest for improvement. The detailed assessment will include a meander style Floristic Quality Assessment (FQA) to evaluate the plant species, diversity, and quality of the natural areas allowing our team a planning level understanding of the plant communities and general health of these areas that are deemed to be high interest. These high interest areas will be mapped to identify existing conditions and areas for improvement. A full analysis will also be included in the final Natural Resources Plan.



Task 5: Community Survey

Kimley-Horn will develop an online survey to collect opinions from the community about specific amenities and recreational needs. The draft survey questions will be submitted to Village staff and the Parks & Recreation Commission for review. Kimley-Horn will prepare the online survey tool and provide a link to the Village. Kimley-Horn will assist the Village with distribution of the link through the Village's website, social media, and email blasts, and other means available to the Village. At the close of the survey, we will provide a summary memo of the findings.

Task 6: Stakeholder Engagement

To solicit input from key stakeholders, Kimley-Horn will complete the following tasks:

- **Project Branding:** Kimley-Horn will develop a project brand, including a logo and colors, to be used consistently in materials throughout the project.
- Social Media and Village Website Support: Kimley-Horn will create content using the project brand for key announcements, working with the Village to provide file types suitable for social media posts, website updates, and email blasts.
- Stakeholder Interviews: Kimley-Horn will conduct one-on-one interviews or focus
 group sessions, collaborating with Village staff and the Parks & Recreation
 Commission to identify relevant stakeholders. Village staff and the Parks &
 Recreation Commission will be responsible for identifying participants and providing
 contact information. These interviews or focus group sessions will be conducted
 during one day. Up to four (4) hours of interviews or focus group sessions is included
 in this task.
- Community Listening Sessions: Kimley-Horn will conduct two (2) public listening sessions to discuss the process and community desires, needs, and concerns. One session will be scheduled for a weekday evening and the other session will be scheduled for a Saturday morning to provide schedule options for participants. These sessions will include some reporting back of initial findings to help spur discussion but mostly will be used to create an opportunity for residents to share and discuss their thoughts on Village park and recreation.
- **Plan Commission:** Kimley-Horn will attend one (1) Plan Commission meeting to engage the Commission in a discussion around the parks and recreation.
- Board Meeting: Kimley-Horn will attend one (1) Village Board to review findings
 from our facility inventory, community survey, and community-wide meetings. The
 meeting will include a discussion about future recreation goals and priorities based
 on the information gathered to-date.
- **Prioritization Discussion or Workshop:** Kimley-Horn will review the alternative recommendations (Task 8) with Village staff and the Parks & Recreation Commission, and then present them to the Village for feedback on preferences and priorities. This may occur at a Village Board meeting or a standalone workshop.



Task 7: Needs Assessment

Kimley-Horn will develop a Needs Assessment based on the data collected and input of the community. This will evaluate open space and recreation amenity amounts against Illinois baseline standards and Statewide Comprehensive Outdoor Recreation Plan (SCORP) guidelines and identify any deficiencies to be addressed. This will be provided as a summary memo and chart.

Task 8: Draft Recommendations

Kimley-Horn will prepare a set of draft recommendations. This will include the following:

- Draft Comprehensive Facilities Plan, which includes recommendations and draft concept plans for both existing and potential future recreation areas, including:
 - o Eton Park
 - Leonard Park
 - o Improvements or activation of portions of the Village Hall site
 - Potential recreation areas identified in the analysis process
- Draft Comprehensive Path/Trail Plan, identifying potential and alternate routes throughout the community connecting existing municipal paths, key community resources, and regional walking paths.
- Draft Natural Resource Plan, including recommendations for management and maintenance practices for the Village owned open spaces. A cursory analysis of the Village owned properties of the ecological value and overall ability to be developed for recreational purposes will be addressed.

Kimley-Horn will review these recommendations at a meeting with Village staff and the Parks and Recreation Commission (meeting addressed in Task 1). This task includes one (1) round of revisions following staff and Parks & Recreation Commission review.

Task 9: Recommendation Prioritization & Implementation Strategies

Following discussion with Village staff and the Parks & Recreation Commission, Kimley-Horn will revise the draft recommendations. The final recommendations will include revised facilities, path/trail, and natural resource plans. Kimley-Horn will develop order-of-magnitude costs to guide Capital Improvement Plan (CIP) and budget decisions.

Using the revised recommendations, Kimley-Horn will conduct a working session with Village leadership to review the recommendations and costs. Kimley-Horn will lead the Village through an exercise and discussion to prioritize the recommendations.

Based on this discussion, Kimley-Horn will prepare an Implementation Plan that will identify tasks and sub-tasks associated with each recommendation, memorialize the priorities, identify timelines and budgets, and establish involved parties and appropriate roles. Where applicable, Kimley-Horn will identify potential grant opportunities or other funding options.



Task 10: Final Master Plan Report

Kimley-Horn will organize the analysis, input, and recommendations and implementation plan into an Open Space Master Plan report and provide it to Village staff and Park and Recreation Commission to review. This task includes one (1) round of revisions following staff and Parks & Recreation Commission review (meeting addressed in Task 1), one (1) presentation to the Village Board, and one (1) final round of revisions if needed to address Board comments.

Kimley-Horn will provide 15 paper copies of the final master plan report, 10 full-size prints of any exhibits or maps up to 24" x 36", PDF version of final report and exhibits, and digital files of any GIS and/or shapefiles developed for the Master Plan.

ADDITIONAL SERVICES

Any services not specifically provided for herein, as well as changes in the scope of proposed services and revisions requested by the Client after substantial completion of the proposed services, will be considered Additional Services and will be performed at our hourly rates. Potential services not addressed in this Agreement, but which may be required include, but are not limited to:

- 1. Landscaping and Irrigation Services
- 2. Preliminary and Final Engineering Design Services
- 3. Topographic Survey
- 4. ADA Transition Plan

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- 1. Relevant surveys, studies, reports, or data in the Client's possession
- 2. Executed copy of this Agreement

FEES AND INVOICING

Kimley-Horn will perform the services in Tasks 1-11 for the total lump sum labor fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house



reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly.



Task	BASE SERVICES	Fee	Fee Type
1	Project Kick-off	\$4,800	Lump Sum
2	Data Collection and Project Management	\$3,400	Lump Sum
3	Current Facility Inventory & Evaluation	\$5,500	Lump Sum
4	Natural Resource Evaluation & Analysis	\$6,000	Lump Sum
5	Community Survey	\$2,000	Lump Sum
6	Stakeholder Engagement	\$4,500	Lump Sum
7	Needs Assessment	\$2,100	Lump Sum
8	Draft Recommendations	\$8,500	Lump Sum
9	Recommendation Prioritization & Implementation Strategies	\$6,800	Lump Sum
10	Final Master Plan Report	\$7,200	
	Total (w/o expenses) \$50,800		,800

An estimated additional reimbursable expenses budget of approximately \$1,600 will be used to cover travel, printing and reproduction, courier and overnight delivery services, etc. Kimley-Horn will keep the Client updated, via monthly invoices, on the expenses incurred and the possible need for additional expense budget. Fees will be invoiced monthly based on the percentage completed for each of the major lump sum elements plus reimbursable expenses or for services actually accomplished under the cost-plus elements. Invoices will be due and payable within 25 days of the Client receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our agreement shall include, and shall be subject to the Standard Provisions attached hereto and hereby incorporated herein. As used in the Standard Provisions, the term "the Consultant" refers to Kimley-Horn and Associates, Inc. The term "the Client" shall refer to Village of North Barrington.

If you concur in the foregoing and wish to direct us to proceed with the aforementioned services, please execute of this letter Agreement in the space provided and return a copy to us. Execution of this Agreement formalizes our working arrangement.



We appreciate the opportunity to pro-	ovide these services to you.
Sincerely, Kimley-Horn and Associates, Inc.	c .
Daniel Grove, AICP, PLA	Rory Fancier
Associate	Associate
Attachments: Standard Provisions	
Agreed to this day of _	, 20
<u> </u>	
Village of North Barrington	
Ву:	

Printed Name and Title:

KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

- Kimley-Horn's Scope of Services and Additional Services. Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- Period of Services. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.

Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104

Account Number: 2073089159554

ABA#: 121000248

- c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
- d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
- e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- Use of Deliverables. All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- Intellectual Property. Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at https://www.kimley-horn.com/khts-software-license-agreement ("the License Agreement") which terms are incorporated herein by reference.
- Opinions of Cost. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot

and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

- Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- Standard of Care. The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) Construction Costs. Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) Certifications. All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) Dispute Resolution. All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

16) Construction Phase Services.

- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
- b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) Confidentiality. The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or

understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



MEMORANDUM

To: David Lauffer, Chairperson Parks & Recreation

From: Sue Murdy

Date: May 28, 2025

Subj: June 9, 2025, Parks and Recreation Commission Meeting Various Updates

Summer Concerts-June 14 and June 21 (Kids Concert)

- 1. Ice Cream Vendor Confirmed. 75 pieces will be handed out, there are 12 choices. The Village will receive an invoice after the event. Cost is \$308.75.
- 2. One 125-quart cooler will need to be picked up for the Kids Concert Saturday June 21st. The 20 x 40 tent has been cancelled after discussion with Chairperson.
- 3. The Commission will select their Kids Concert and Summer Concert signage at this meeting. The kids concert signs will be ready for pickup at State Graphics June 13, 2025. The Commission will need to place the signs around the Village on Monday June 16th for the June 21st Kids Concert.

The new signs for the Summer Concert will not be ready in time for the June 14, 2025, Concert. The existing signs will need to be picked up from the Village garage and placed June 9, 2025, for the June 14th concert.

- 4. Please review the pre-concert check list that was distributed on the May 12, 2025, meeting.
- 5. The Village Administrator will place the bin with the electrical cords by the electrical box (north of the basketball court) a few days before the June 14th concert. The bin remains in place through the fall festival date.
- 6. Jeff Harwood volunteered to meet with Kerosene Band on June 14th at Eton Park to show them the venue since they are new performers at the Summer Concerts.
- 7. Dwight volunteered to reserve a pizza truck for the kid's concert. Has truck been reserved/ordered?

Fall Festival-Sunday October 5, 2025- 1:00 PM to 4:00 PM.

- Vendors: All vendors are reserved:
 Bella Lukes, Country Bumpkin, Patch 22, Sparkles Balloons and Face Painting, Party Plus, Tony Kircher, Morkes Donuts, Goofy Faces Caricature.
- 2. Contact has been made with Scout leaders for volunteering. Scout leaders have penciled in the fall festival date. Sue will follow up and remind them of the date.
- 3. Upcoming items/Decisions
 - A. T-shirt design and ordering quantity. 7/14/25 meeting
 - B. Marketing / signage. 7/14/25 meeting.
 - C. Soliciting for Volunteers. Who is in charge? 7/14/25 meeting.
 - D. Food selection and quantity. 7/14/25 meeting.