

Due to the Coronavirus outbreak, the State of Illinois enacted amendments to the Open Meeting Act that authorize public bodies to host public meetings virtually in the event of a declaration of a disaster. Park District Board President Lentz has determined that an in-person meeting of the Park District of Oak Park's Committee of the Whole Meeting scheduled for Thursday, December 3, 2020, is not practicable or prudent. Accordingly, the meeting will take place via Zoom, \*not\* on site at the Hedges Administrative Center, 218 Madison Street, at 7:30pm.

#### PARK DISTRICT OF OAK PARK

Committee of the Whole Meeting Zoom Meeting

https://us02web.zoom.us/j/82143384199?pwd=RIExUjBQVTFsQ1NGR1pybFExTjc1dz09

Meeting ID: 821 4338 4199, Password: 170280; or (312) 626-6799

Thursday, December 3, 2020, 7:30pm

#### **AGENDA**

- I. Call to Order/Roll Call
- II. Approval of Agenda
- III. Public Comment
- IV. Recreation and Facility Program Committee Commissioner Wollmuth: Chair
  - A. 2021 PACT Agreements\*
  - B. Oak Park Society of Model Engineers Lease Agreement\*
- V. Parks and Planning Committee Commissioner Wick: Chair
  - A. 2020 Park Report Card\*
- VI. Administration and Finance Committee Commissioner Porreca: Chair
  - A. Strategic Plan Update
  - B. Bi-Annual Review and Release of Closed Session Minutes\*
  - C. 2021 Board Action Calendar\*
  - D. Annual Review of Park District Attorney Update
  - E. Marketing and Communications Department Update
- VII. New Business
- VIII. Closed Session
  - IX. Adjournment

In partnership with the community, we provide quality parks and recreation experiences for the residents of Oak Park

The Park District of Oak Park welcomes the opportunity to assist residents and visitors with disabilities. If you need special accommodations for this meeting, please contact Karen Gruszka at (708) 725-2000 or Karen.Gruszka@pdop.org.

<sup>\*</sup> Indicates information attached.

<sup>\*\*</sup> Indicates information to be provided before or at the meeting.

Update indicates verbal report provided at meeting no materials attached



# Memo

To: Commissioner Chris Wollmuth, Chair

Recreation & Facility Program Committee

From: Maureen McCarthy, Superintendent of Recreation

Cc: Jan Arnold, Executive Director

Date: November 30, 2020

Re: PACT Facility Use License Agreements for 2021



#### Statement

In 2011, the Park District of Oak Park created and introduced a Facility Use and Allocation Management Program titled PACT, which was launched in 2012. This acronym refers to the four organizational levels within the program: Partner, Associate, Companion, and Tenant. The program is intended to establish a fair, equitable, and cost-effective system in which to manage the reservation, allocation, and use of Park District facilities by user groups and organizations requesting facility access. In 2016, the program was reviewed and in 2017, changes to the way organizations pay for space was changed to a system where fields are paid for by the hour rather than flat fees based on the number of participants.

#### Discussion

All 2021 PACT applications received have been processed, and each organization has been contacted with their designated placement level based on PACT program compliance criteria. Groups classified at the Partner, Associate and Companion levels have been provided their Facility Use License Agreements for execution. Tenant level groups are not required to enter into a Facility Use License Agreement but instead receive a rental discount off normal rates for the year. Facility Use License Agreements are designed to outline the responsibilities, requirements, privileges and expectations of both the PACT participating organization and the Park District. All groups were notified that agreements are being placed before the Board for review in December. Some groups have provided executed agreements, others are still in the process of reviewing and discussion, and some have been denied entry as a result of their inability to meet core compliance criteria. Please see the following information which identifies the organizations that applied and are eligible for the PACT program along with their placement level and status. As a result, most but not all PACT agreements are ready for Park Board consideration.

In Packet

Fenwick High School Partner
Troop 20 Partner
Oak Park River Forest Ultimate Organization Companion

\*Ascension Partner
\*St. Giles Partner
\*Sandlot Companion

Not In Packet due to 3-Year Signed Agreement 2020-2022

AYSO Associate **OPYBS** Associate Chicago Edge Companion East Ave Lacrosse Companion **OPRF** Alliance Companion **OPTA** Companion Pony Companion Windmills Companion

#### Recommendation

Staff recommends that the Board approve all the PACT Facility Use License Agreements provided and fully executed. Staff will be in attendance at the meeting to review the PACT program applications, level classifications and proposed agreements as well as to answer any questions of the Board. Please note that we will submit the Agreements that we are waiting for signatures from at the January 2021 meeting.

Attachments: Fenwick Troop 20

Oak Park River Forest Ultimate Organization

<sup>\*</sup>Waiting for signed agreement from PACT Group

#### PARK DISTRICT OF OAK PARK

## FACILITY USE LICENSE AGREEMENT WITH FENWICK HIGH SCHOOL

THIS AGREEMENT (the "Agreement") is made and entered into as of January 1, 2021 (the "Effective Date") between the Park District of Oak Park, an Illinois park district, (the "Park District") and Fenwick High School ("Fenwick");

WHEREAS, the Park District has a program called PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, and fair allocation and scheduling of its facilities among many organizations and for the sharing of facilities with certain partners; and

WHEREAS, Fenwick and the Park District desire to enter as partners into this Agreement for the sharing of certain facilities for their programs;

NOW, THEREFORE, the Park District and Fenwick agree as follows:

#### SECTION 1. SHARED FACILITIES AND SERVICES

The Park District will share certain of its play fields with Fenwick as stated in Appendix A attached to and by this reference incorporated into this Agreement, and Fenwick will share the pool and other space at its school building with the Park District also as stated in Appendix A (collectively the "Shared Facilities"). In addition, the Park District and Fenwick also will provide supporting services as stated in Appendix A ("Supporting Services"). The Park District and Fenwick may modify the list of Shared Facilities and Supporting Services from time to time in writing, without formal amendment of this Agreement.

#### SECTION 2. USE OF SHARED FACILITIES

- A. <u>Requests in Writing</u>. The Park District and Fenwick each may use the other's Shared Facilities and Services as stated in Appendix A. In addition, each party may request from time to time, in writing, additional use of a Shared Facility of the other party (an "Additional Use").
- B. <u>Responses to Requests</u>. All requests will be answered in writing within 10 working days after receipt. A host party may decline a request for an Additional Use at its discretion, but the parties will endeavor to allow an Additional Use whenever reasonably possible.
- C. <u>Cancellation of Approved Event or Program</u>. Each party will endeavor not to cancel or postpone the use by the other party of a Shared Facility that is stated in Appendix A or that has been approved as an Additional Use. The host party, in the case of a conflict or other circumstance that cannot reasonably be resolved, may cancel or postpone the other party's use of

a Shared Facility on 72-hours written notice or, if 72-hours written notice is impractical, then as much advance notice as possible. The host party will cooperate with the other party to relocate or reschedule the affected program.

- D. <u>Compliance with Policies, Ordinances, and Procedures</u>. Each party and its staff members and participants must comply with all applicable rules and policies of the host party relating to conduct and use of the Shared Facility.
- E. <u>Normal Maintenance</u>. Each party will undertake all normal and routine maintenance of its own facilities at no cost to the other party. In the case of an outdoor Park District facility, the Park District will undertake normal maintenance but in some cases will have the assistance of Fenwick to perform limited routine maintenance resulting from the intended use (such as field preparation).
- F. <u>Clean-Up of Debris</u>. The guest party is responsible for cleaning up litter and debris generated as a direct result of the guest party's use of a Shared Facility. Ascension must adopt and follow sound environmental practices, including, among other measures, encouraging use of reusable water and juice containers and other waste reduction measures and proper disposal of recyclable products. The Park District also expects support and communication to your participants of the Carry In Carry Out program to reduce waste in the parks.
- G. Reasonable Care. Each time a guest party uses a Shared Facility, the guest party will take reasonable care to prevent damage to, or unusual wear and tear to, that facility, including without limitation damage or unusual wear and tear to turf, materials, and equipment.
- H. <u>Repairs</u>. The guest party will promptly repair at its expense, or pay the host party for the repair, of any damage or unusual wear and tear to a Shared Facility, including without limitation turf, materials, and equipment, caused by the guest party's use, which repair will be undertaken at a time and in a manner agreed to by the parties.
- I. <u>Responsibility for Own Personnel</u>. Each District will be fully and solely responsible for its own employees, contracted services, and other agents including without limitation responsibility for supervision, direction, compensation, insurance, risk, liability, and claims.

#### SECTION 3. GENERAL LIABILITY INSURANCE

- A. <u>General Standard</u>. Each party will provide its standard insurance coverage for its facilities. Each guest party will be responsible for procuring any additional insurance coverage it desires for its events and programs using the facilities, materials, equipment, or supplies of the host party.
- B. <u>Commercial General Liability Insurance</u>. Each party will keep in force commercial general liability insurance specifically including bodily injury, personal injury and property damage with limits of not less than \$1,000,000 per occurrence, written on an occurrence basis and times naming the other party as an additional insured.
- C. <u>Certificates of Insurance</u>: Notice. Each party will furnish to the other party certificates or other suitable evidence of the insurance and coverage in place as required in this Section, including the requirement of a 30-day notice of any cancellation or any reduction in limits.

#### SECTION 4. INDEMNITY

- A. <u>Indemnity by Park District</u>. The Park District will indemnify, defend, and save and hold harmless Fenwick and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a Fenwick facility that arises out of any act or omission of the Park District, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons. Fenwick agrees that, in the event any claim is asserted or any action brought to recover any such damage, Fenwick will give immediate notice thereof in writing to the Park District and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by the Park District. Fenwick agrees to notify the Park District in writing within five business days and by telephone immediately after Fenwick receives any such complaint or claim. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.
- B. Indemnity by Fenwick. Fenwick will indemnify, defend, and save and hold harmless the Park District and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a Park District facility that arises out of any act or omission of Fenwick, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons. The Park District agrees that, in the event any claim is asserted or any action brought to recover any such damage, the Park District will give immediate notice thereof in writing to Fenwick and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by Fenwick. The Park District agrees to notify Fenwick in writing within five business days and by telephone immediately after the Park District receives any such complaint or claim. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.
- C. <u>Assertion of Defenses</u>. The insurer of the party providing the indemnification will be allowed to raise, on behalf of the indemnified party, any and all defenses statutory or common law to a claim or action that the indemnified party might have raised, including but not limited to any defense provided by the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

#### SECTION 5. GENERAL PROVISIONS

- A. <u>Term.</u> This Agreement is a term commencing on the Effective Date and expiring on December 31, 2021 (the "*Term*"). The parties may extend the Term of this Agreement one or more time for a total length of time not exceeding two additional years by signing a written determination to do so at any time before the expiration of the current Term.
- B. <u>Assignment Prohibited</u>. Neither party may assign any right, privilege, duty, or responsibility established in this Agreement at any time except only with the prior written consent of the other party.
- C. <u>Termination</u>. Either party may terminate this Agreement on 120 days written notice to the other party, except that this Agreement may not be terminated in a manner that unreasonably interferes with the completion of a program of finite a term within a Shared

Facility and, if necessary, the term of this Agreement as it applies to that Shared Facility will be extended to accommodate the conclusion of that program.

- E. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties as to the matters stated in this Agreement and supersedes any and all prior agreements and negotiations between the parties related to those matters, whether written or oral.
- F. <u>Amendments and Modifications</u>. Except as specifically provided in this Agreement for Appendix A, this Agreement may not be amended or modified in any way except in writing and approved and executed by the Park District and Fenwick.
- G. No Waiver, Enforcement. The failure by a party to insist on strict performance of any covenant, warranty, or condition or to enforce any of its rights under this Agreement in any instance may not be construed as a waiver in any subsequent insistence on strict performance or enforcement.
- H. <u>No Third-Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of the Park District and Fenwick, and nothing in this Agreement is intended to provide any right or benefit of any kind whatsoever to any person or entity other than the Park District and Fenwick.
- I. <u>Illinois Law Applies</u>. This Agreement will be governed by the laws of the State of Illinois.

WHEREFORE, the Park District and Fenwick have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

| Park Distri | ct of Oak Park    |                |
|-------------|-------------------|----------------|
| Ву;         |                   | Date:          |
|             | President         |                |
| Fenwick Hi  | igh School        | ) 1            |
| Ву:         | Scott Vell Then   | Date: 10/22/20 |
| Printed nam | e: Scott Thes     | V 1            |
| Title:      | Athletic Director |                |

#### APPENDIX A

## SHARED FACILITIES AND SUPPORTING SERVICES

#### Park District Play Fields and Tennis Courts; Services

Baseball field Requests taken in December and final schedule in February.

March – May M-F afterschool hours as well as various game slots on Saturdays

Tennis Courts: Spring/Summer: Requests taken in December, final schedule in

February

Fall: Requests taken in April and final schedule in June

March - May Tennis Courts - Weekdays after school hours

June – July Tennis Courts M-TH for camps

August – October Tennis Courts – afterschool and occasional Saturday

Total number of hours is to be determined. Eligible for three (3) hours of field space for every one (1) hour of indoor space provided to PDOP; Seven (7) hours on a court for every one (1) hour of indoor space.

#### Fenwick will:

- Report any poor conditions before a ball field or tennis court is used via PDOP Maintenance Request system (http://webrequests.pdop.org)
- Purchase up to two tennis sets (net with stiffening rods and center strap) annually, depending on need (brand to be specified by PDOP).
- Confine all match play at permitted courts/fields.
- Reserve courts with the Superintendent of Recreation or his or her designee at the Park District.
- The Park District also expects support and communication to your participants of the Carry In Carry Out program to reduce waste in the parks.

#### The Park District will:

- Respond to submitted Maintenance Requests in a timely manner.
- Provide a notification sign to display notifying members of the public that they may use one of the courts regardless of Fenwick's presence.

#### Fenwick Facilities and Services

#### Lawless Gymnasium:

January - December

Wednesdays

7:00 - 9:00 PM

Saturdays

4:00 - 7:00 PM

Fenwick auditorium foyer and possibly classrooms for dance recital

One weekend in early May consisting of: Friday Evening 3:30PM – 8:00PM and Saturday 9:00AM-3:00PM

#### Fenwick services:

- The Park District may post information with the desk / facility attendants and on the main entrances to the school building announcing any schedule changes.
- AED and communication equipment will be provided for emergency use.
- If Fenwick becomes aware of a scheduling conflict, they will inform PDOP of said conflict at least two weeks in advance.

#### The Park District will:

- Provide staff to guide participants to the gym area.
- Provide a staff member inside the gymnasium to ensure that all participants are conducting themselves in a safe manner.
- Leave the facility reasonably neat and clean at the conclusion of Open Gym.

# A PARTNERSHIP AGREEMENT BETWEEN THE PARK DISTRICT OF OAK PARK AND TROOP 20 SCOUTS

### FOR EXCHANGE OF USE OF PARK DISTRICT FACILITIES AND TROOP 20 VOLUNTEER SUPPORT SERVICES

THIS AGREEMENT (this "Agreement") is made and entered into as of January 1, 2021, (the "Effective Date") between the Park District of Oak Park, an Illinois park district, (the "Park District") and Troop 20 Scouts ("Troop 20"); and

WHEREAS, the Park District has a program called PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, and fair allocation and scheduling of its facilities among many organizations and for the sharing of facilities with certain partners; and

WHEREAS, Troop 20 and the Park District desire to exchange volunteer services from Troop 20 and facilities use from the Park District;

NOW, THEREFORE, the Park District and Troop 20 agree as follows:

#### Section 1. Exchange of Facilities Use and Volunteer Services

The Park District will allow Troop 20 to use certain of the Park District's play fields and buildings ("PD Facilities") at certain times, as stated in Appendix A attached to and by this reference incorporated into this Agreement ("Approved Uses"), and Troop 20 will provide volunteer support services to the Park District as stated in Appendix A ("Volunteer Support Services"). The Park District and Troop 20 may modify the Approved Uses of PD Facilities and the Volunteer Support Services from time to time in writing, without formal amendment of this Agreement.

#### Section 2. Troop 20 Requests for Additional Use of PD Facilities

- A. Requests. When Troop 20 desires to use a PD Facility in addition to the Approved Uses, then Troop 20 must make a request for that additional use to the Park District in writing addressed to the Superintendent of Recreation. The Park District will respond to each request in writing within 10 working days after receipt.
- B. <u>Cancellation of Approved Event</u>. The Park District may need to postpone or cancel an approved use by Troop 20 of a play field. The Park District will endeavor not to postpone or cancel the Approved Use and will give 72-hours written notice or, if 72-hours written notice is impractical, then as much advance notice as possible of a postponement or cancelation. The Park District will cooperate with Troop 20 to relocate or reschedule the affected Approved Use.

#### Section 3. General Standards for Facilities Use

- A. <u>Compliance with Policies, Ordinances, and Procedures</u>. Troop 20 and its staff must comply with all applicable Park District Rules and Regulations when using a Park District Facility.
- B. Room or Play Field Set-Up. Troop 20 may be required to assist with the set up of a PD Facility (such as room preparation and clean-up). The Park District will provide for normal maintenance and custodial services.

- C. <u>Clean-Up of Debris</u>. Troop 20 must clean up all litter and debris generated as a result of its use of a PD Facility.
- D. <u>Reasonable Care</u>. Troop 20 must take reasonable care to prevent damage to, or unusual wear and tear to, PD Facilities, including damage or unusual wear and tear to play fields, furnishings, and equipment.
- E. Repairs. Troop 20 will be responsible for the repair of any damage or unusual wear and tear to a PD Facility.

#### Section 4. Volunteer Background Checks

- Background Checks Conducted By Troop 20. The provisions of this Subsection A apply to an affiliate that completes its own criminal background checks for its volunteers. Prior to the commencement of the Approved Use, the Troop 20 must provide the Park District, for Park District approval, the form the Troop 20 requires its volunteers to use as part of the Troop 20's background check process. The form is subject to review and approval by the Park District. Every Troop 20 volunteer must complete the Park District-approved form (the "Required Form"), and the Troop 20 must complete a criminal background check (a "CBC"), before that volunteer participates in the Approved use or in any other capacity with the Troop 20 using any Park District facility. The Troop 20 must (a) keep a list of all its volunteers, (b) include on the list the date on which the CBC was completed for each volunteer, (c) prohibit a volunteer from participating in the Approved Use or in any other capacity with the Troop 20 using any Park District Facility until a CBC has been completed for that volunteer, and (d) submit an affidavit, and all necessary supplemental affidavits, signed by an authorized Troop 20 representative, to the Park District stating that a CBC has been completed on all volunteers currently being used by the Troop 20. The failure of the Troop 20 to comply with the provisions of this Subsection A may disqualify the Troop 20 from engaging in the Authorized Use. A CBC must be completed for a volunteer not less often than once every two years.
- Park District Background Check System. The provisions of this Subsection B apply to an affiliate that uses the Park District's on-line volunteer background check process. Before a volunteer may participate in the Approved Use or in any other capacity with the Troop 20 using any Park District facility, that volunteer must undergo a background check by filling out a Volunteer Background Form on the Park District's website at www.pdop.org. The Troop 20 must (a) keep a list of all its volunteers, (b) direct all its volunteers to complete the Volunteer Background Form, (c) prohibit a volunteer from participating in the Approved Use or in any other capacity with the Troop 20 using any Park District Facility until that volunteer has completed the Volunteer Background Form, and (d) submit an affidavit, and all necessary supplemental affidavits, signed by an authorized Troop 20 representative, to the Park District stating that all volunteers currently being used by the Troop 20 have completed the Volunteer Background Form. The failure of a volunteer to properly complete the Volunteer Background Form disqualifies that volunteer from participating in the Authorized Use. The failure of the Troop 20 to comply with the provisions of this Section 4 may disqualify the Troop 20 from engaging in the Authorized Use. The Park District will use the information provided on the Volunteer Background Form to conduct a thorough criminal background check and determine whether the volunteer is qualified to participate. The Volunteer Background Form must be completed by all volunteers not less often than once every two years.

#### Section 5. General Liability Insurance

A. <u>General Standard</u>. Troop 20 must provide standard insurance coverage for its activities. The Park District will maintain its standard property and casualty insurance coverage.

#### Section 6. Indemnity

Troop 20 will indemnify the Park District and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a PD Facility that arises out of any act or omission of Troop 20, including its staff, officials, volunteers, agents, invitees, guests, and patrons. The Park District agrees that, in the event any claim is asserted or any action brought to recover any such damage, the Park District will give prompt notice thereof in writing to Troop 20 and will cooperate in the investigation and defense of any such claim or action.

#### Section 7. General Provisions

- A. <u>Term.</u> This Agreement is for a term commencing on the Effective Date and expiring on December 31, 2021 (the "*Term*"). The parties may extend the Term one or more times for a total length of time not exceeding two additional years, by signing a written determination to do so at any time before the expiration of the current Term.
- B. <u>Termination</u>. Either party may terminate this Agreement on 120 days written notice to the other party.
- D. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties as to the matters stated in this Agreement and supersedes any and all prior agreements and negotiations between the parties related to those matters, whether written or oral.
- E. Amendments and Modifications. Except as specifically provided in this Agreement for Appendix A, this Agreement may not be amended or modified in any way except in writing and approved and executed by the Park District and Troop 20.
- F. No Waiver, Enforcement. The failure by a party to insist on strict performance of any covenant, warranty, or condition or to enforce any of its rights under this Agreement in any instance may not be construed as a waiver in any subsequent insistence on strict performance or enforcement.
- G. <u>No Third-Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of the Park District and Troop 20, and nothing in this Agreement is intended to provide any right or benefit of any kind whatsoever to any person or entity other than the Park District and Troop 20.
- H. <u>Illinois Law Applies</u>. This Agreement shall be governed by the laws of the State of Illinois.

WHEREFORE, the Park District and Troop 20 have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

| Park District of Oak Park |                |
|---------------------------|----------------|
| Ву:                       | Date:          |
| Printed name:             |                |
| Title:                    |                |
|                           |                |
| Troop 20 Scouts           | /, /           |
| By:                       | Date: 1/6/2020 |
| Printed name: Laty Cozzi  | ( (            |
| Title: Scontwastn         |                |

#### APPENDIX A

#### SHARED FACILITIES AND VOLUNTEER SUPPORT SERVICES

#### Troop 20 Use of PD Facilities & Parks

January through May and September through December: Use of an activity room up to six hours per month,

subject to schedule and availability

Troop 20 uses of Park District play fields will be authorized by the Park District on an individual use by use basis. Troop 20 must submit a written request to the Superintendent of Recreation at least a week in advance and complete any necessary paperwork requested prior to gaining access to a park or portion thereof.

#### The Park District will:

- Attempt to accommodate changes to the identified schedule and dates based upon availability; and
- Attempt to provide weekly access for Troop 20 to a facility consistently each season.

#### Troop 20 will:

- Assure that an adult supervisor is always present;
- Assure that any cancellation of use or significant schedule changes are communicated in advance of use;
- Leave a facility in the same condition as found; and
- Remove trash after use.

#### **Troop 20 Volunteer Support Services**

Up to 12 instances per year:

Distribute flyers, pamphlets

or other promotional materials

At Least 200 hours per year:

Provide volunteers for special projects

#### The Park District will:

- Provide at least 10 days' notice of the need for distribution along with clear directions of where and when to distribute materials;
- Document and track distribution activity to ensure compliance;
- Provide a list of events annually for which Troop 20 can provide volunteers; and
- Provide a contact person and Park District leader to direct and manage volunteers at the event or activity.

#### Troop 20 will:

- Assure adult supervision when distributing materials or volunteering for planned events and activities; and
- Keep records of services provided including but not limited to date, time, length, and roster of participation.

#### PARK DISTRICT OF OAK PARK

## FACILITY USE LICENSE AGREEMENT WITH OAK PARK AND RIVER FOREST YOUTH ULTIMATE ORGANIZATION

This Facility Use License Agreement ("License Agreement") is entered into between the Park District of Oak Park, an Illinois park district (the "Park District") and the Oak Park and River Forest Youth Ultimate Organization (the "OPRF Ultimate");

WHEREAS, the Park District owns and operates parks, recreation centers, and related facilities (collectively the "Facilities") for the residents of the Village of Oak Park and maintains coordinated schedules for the use of the Facilities; and

·WHEREAS, OPRF Ultimate is one of the many organizations that use the Facilities; and

WHEREAS, the Park District has established a facility use and allocation management program called PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, and fair allocation and scheduling of the Facilities among those many organizations; and

WHEREAS, OPRF Ultimate desires to use certain Facilities for its programs, which are described in this License Agreement; and

WHEREAS, the Park District and OPRF Ultimate desire to enter into this Agreement to set forth the responsibilities, requirements, expectations of the parties related to the OPRF Ultimate's use of the Facilities;

NOW, THEREFORE, it is agreed by the Park District and OPRF Ultimate as follows:

#### I. Grant of License for Authorized Use

The Park District hereby grants to the OPRF Ultimate a temporary license (the "License") for the purpose of allowing the OPRF Ultimate to conduct the following:

Classification: Partner: Associate: Companion: Tenant: □

Approved Facility: Park District managed facilities and athletic fields

Nature of use: Practices, games, meetings and registrations

Times of Use: Fields are sunrise to 10PM with permit, facilities with permit

Starting Date: Mid-March for fields and January 1 for facilities

Ending Date: Mid-November for fields and December 31 for facilities

Special Features: Bathrooms may close after 10/31 due to weather conditions.

These terms constitute the "Authorized Use." The License is for the Authorized Use only and for no other purpose.

#### II. Term of License; Termination

The License is for a term commencing on January 1, 2021 and expiring on December 31, 2021 (the "License Term"). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the OPRF Ultimate, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by OPRF Ultimate of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to OPRF Ultimate of the noncompliance. On termination of the License, all use of the Approved Facility by the OPRF Ultimate must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the OPRF Ultimate to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

#### III. Fee for Use of Approved Facility

A. <u>Pricing Schedule:</u>

Permitted Hours: 2021 - \$9 per hour

Community Center: 25% Discount

Overage Hours: Any space in excess of eligible hours will be billed at:

2021 \$17 per hour

B. <u>Determination of Number of Participants: Payment of Required Fee.</u> The OPRF Ultimate shall give an estimated number of participants when submitting field requests. The OPRF Ultimate shall provide the Park District specific information establishing the final number of Participants for the season. The OPRF Ultimate shall pay Required Fee in full within 45 days after receipt of an invoice from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the OPRF Ultimate of its duty to pay the Required Fee as provided in this Subsection B.

#### IV. Bond

For this License, there is no bond required from the OPRF Ultimate. A bond may be required for any extended, renewed, or new license.

#### V. Insurance

During the License Term, the OPRF Ultimate shall provide commercial general liability ("CGL") insurance with a limits of not less that \$1,000,000 each occurrence, \$2,000,000 aggregate. The Park District must be included as an insured under the CGL insurance policy, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. OPRF Ultimate represents and warrants it uses no owned vehicles in connection with its utilization of the Parks. If OPRF Ultimate at any time uses a vehicle in connection with its use of the Approved Facility, then OPRF Ultimate must provide, in advance, motor vehicle insurance coverage not less than \$1,000,000. The Park District must be named as an additional insured under the motor vehicle insurance policy. The OPRF Ultimate must file proof of all required insurance coverage with the Park District prior to commencement of the Authorized Use.

#### VI. Volunteer Background Checks

- Background Checks Conducted By OPRF Ultimate. The provisions of this Subsection A apply to Α. an affiliate that completes its own criminal background checks for its volunteers. Prior to the commencement of the Approved Use, the OPRF Ultimate must provide the Park District, for Park District approval, the form the OPRF Ultimate requires its volunteers to use as part of the OPRF Ultimate's background check process. The form is subject to review and approval by the Park District. Every OPRF Ultimate volunteer must complete the Park District-approved form (the "Required Form"), and the OPRF Ultimate must complete a criminal background check (a "CBC"), before that volunteer participates in the Approved use or in any other capacity with the OPRF Ultimate using any Park District facility. The OPRF Ultimate must (a) keep a list of all its volunteers, (b) include on the list the date on which the CBC was completed for each volunteer, (c) prohibit a volunteer from participating in the Approved Use or in any other capacity with the OPRF Ultimate using any Park District Facility until a CBC has been completed for that volunteer, and (d) submit an affidavit, and all necessary supplemental affidavits, signed by an authorized OPRF Ultimate representative, to the Park District stating that a CBC has been completed on all volunteers currently being used by the OPRF Ultimate. The failure of the OPRF Ultimate to comply with the provisions of this Subsection A may disqualify the OPRF Ultimate from engaging in the Authorized Use. A CBC must be completed for a volunteer not less often than once every two years.
- B. Park District Background Check System. The provisions of this Subsection B apply to an affiliate that uses the Park District's on-line volunteer background check process. Before a volunteer may participate in the Approved Use or in any other capacity with the OPRF Ultimate using any Park District facility, that volunteer must undergo a background check by filling out a Volunteer Background Form on the Park District's website at www.pdop.org. The OPRF Ultimate must (a) keep a list of all its volunteers, (b) direct all its volunteers to complete the Volunteer Background Form, (c) prohibit a volunteer from participating in the Approved Use or in any other capacity with the OPRF Ultimate using any Park District Facility until that volunteer has completed the Volunteer Background Form, and (d) submit an affidavit, and all necessary supplemental affidavits, signed by an authorized OPRF Ultimate representative, to the Park District stating that all volunteers currently being used by the OPRF Ultimate have completed the Volunteer Background Form. The failure of a volunteer to properly complete the Volunteer Background Form disqualifies that volunteer from participating in the Authorized Use. The failure of the OPRF Ultimate to comply with the provisions of this Section 6 may disqualify the OPRF Ultimate from engaging in the Authorized Use. The Park District will use the information provided on the Volunteer Background Form to conduct a thorough criminal background check and determine whether the volunteer is qualified to participate. The Volunteer Background Form must be completed by all volunteers not less often than once every two years.

#### VII. Park District Services

The Park District will endeavor to provide the following for the OPRF Ultimate:

- A staff member or elected official to serve as a liaison to the OPRF Ultimate and who will endeavor to attend OPRF Ultimate board meetings if requested.
- Limited publicity in the form of organization contact information in Park District program brochures and on the Park District's website
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled, and at other times as reasonably requested.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT policies.

• Use of a Park District Facility for annual registration and organizational meeting opportunities, based on availability and proper completion by the OPRF Ultimate of rental application procedures.

#### VIII. OPRF Ultimate Requirements, Duties, and Responsibilities

The OPRF Ultimate shall fulfill the following requirements, duties, and responsibilities:

- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- Provide annual financial reports and written minutes as requested by the Park District.
- File annually a copy of their governing by-laws and proof of status as a Sec. 501(C)(3) not-for-profit organization.
- File an accident report with the Park District immediately after the accident occurs if the accident was
  caused by or arose from an incident related to a Park District Facility or an action taken by the Park
  District.
- Maintain their own financial accounts and forbid everyone within the OPRF Ultimate from incurring any expense for or in the name of the Park District.
- Forbid everyone within the OPRF Ultimate for making representations or commitments for or on behalf
  of the Park District.
- Provide sufficient Volunteers to organize and operate their events.
- Properly clean up after their events, including collection and proper disposal of all litter and debris.
- Conduct all of their activities safely and properly and maintain the Approved Facility in a safe condition during each Authorized Use.
- Advise the Park District immediately of any unsafe condition at any Facility.
- Advise the Park District regularly of any increase or decrease in the number of Participants
- Comply with all Park District Rules and Regulations at all times and defer at all times to the Park District's application and interpretation of those Rules and Regulations.
- Comply with specific directions given from time to time by the Park District based on existing conditions or extenuating conditions.
- Reimburse the Park District promptly for costs incurred by the Park District related to operation and supervision of the Authorized Facility outside of the regular hours of operation of the Authorized Facility.
- Adhere to all safety and risk management programs and standards set by the Park District and adopt such programs and standards for itself as required by the Park District for all organizations.
- Adhere to all Park District policies and directives related to use of wet fields.
- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act.

- Provide financial scholarship award information to include number of participants receiving a financial assistance as well as total dollars allocated by November 1<sup>st</sup> each year. Additionally please list where your scholarship information is distributed for community awareness.
- Report to the Park District Weather Related Cancellations within one week of weather event. Report to
  the Park District non-weather related cancellations 72 hours prior to permitted date. Rainouts and
  cancellations reported after deadline will result in the organization being responsible for payment of
  those hours.
- Responsible for educating and enforcing coaches, players and spectators on the Park District of Oak Park's Code of Conduct which can be found at www.pdop.org/programs/participant-code-of-conduct/

#### IX. Carry In/Carry Out

The Park District's Greening Advisory Committee initiated a Carry In/Carry Out program with the Oak Park Youth Baseball/Softball Association and the Oak Park American Youth Soccer Organization to reduce trash, keep our parks cleaner, and increase environmental awareness and stewardship. This program has now been expanded to all park patrons. We simply ask our park users to take out whatever trash they bring into the park. Please do your part to keep our parks clean.

#### X. Specific Terms of Agreement

DADE DICTRICT OF OAK DADE

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and Fenwick have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

| I AKK DIST KI | CI OF OAK I AKK                          |                 |
|---------------|--|-----------------|
| By:           | •  | Date:           |
| •             | President                                |                 |
| Oak Park and  | River Forest Youth Ultimate Organization |                 |
| Ву:           | Mary fully                               | Date: 11/4/2026 |
| Printed name: | Robert Spatz                             |                 |
| Title:        | Treasurer                                |                 |

STRATEGIC INITIATIVES

Staff



# Memo

To: Chris Wollmuth, Chair, Recreation and Facility Planning Committee

**Board of Park Commissioners** 

From: Jan R. Arnold, Executive Director

Date: November 30, 2020

Re: Dole Lease - Oak Park Society of Model Engineers



On June 1, 2019, the Park District of Oak Park became the owners of the Dole Center located at 255 Augusta Street. The Oak Park Society of Model Engineers (Society) had been long-term tenants of the Dole Center with an agreement with the Village of Oak Park. Staff met with representatives to establish terms for a new lease between the Oak Park Society of Model Engineers and the Park District of Oak Park; these terms were met.

#### Discussion

The Park District provided the Society with an initial 18-month lease based on a requirement that they increase the number of residents that were paying members of the club. They meet and exceed those membership goals the first year and have maintained the memberships throughout the pandemic.

The calculation of monthly rent is based on square footage and is charged at 50% the rate of the lease to the Library, due to the location being in the basement. Staff are not recommending an increase in the rent for this contract.

Terms of the new lease agreement is for 3-years.

The Society has approved the attached lease agreement and continues to work with Park District staff to expand their outreach for program partnerships and new Oak Park members.

#### Recommendation

Staff recommends approval of the lease agreement with the Oak Park Society of Model Engineers.

Attachment: Lease Agreement - Oak Park Society of Model Engineers

COPY 1
2021 Agreement

#### PARK DISTRICT OF OAK PARK

## LEASE AGREEMENT AT DOLE CENTER WITH THE OAK PARK SOCIETY OF MODEL ENGINEERS

This Lease Agreement (this "Lease") is entered into as of December \_\_\_\_, 2020, (the "Effective Date") by the Park District of Oak Park, an Illinois unit of local government pursuant to the Illinois Park District Code (the "Park District") and the Oak Park Society of Model Engineers (the "Society").

#### RECITALS:

WHEREAS, the Park District is the owner of the real estate at 255 Augusta Street, Oak Park Illinois commonly known as the Dole Center; and

WHEREAS, prior to the Park District's acquisition of the Dole Center, the Dole Center was owned by the Village of Oak Park and the Park District was a long-term tenant under a lease agreement with the Village; and

WHEREAS, the Society was a tenant in the Dole Center under an agreement with the Village of Oak Park, and the Society desires to continue its tenancy in the Dole Center; and

WHEREAS, this Lease is the agreement between the Park District and the Society for occupancy in the Dole Center; and

WHEREAS, the Park District is authorized to enter in this Lease on the stated terms under the Illinois Park District Code, 70 ILCS 1205/1-1 et seq.;

NOW, THEREFORE, the Park District and the Society agree as follows:

#### Section 1. Recitals.

The Recitals are incorporated as substantive provisions of this Lease.

#### Section 2. Lease; Term.

The Park District hereby leases to the Society the space in the Dole Center described in Exhibit A to this Agreement (the "Leased Premises"). This Lease commences on the Effective Date and expires on December 31, 2023 (the "Term") unless this Lease is terminated earlier pursuant to Section 12 of this Lease. This Lease may be renewed by the Park District in one-year increments.

#### Section 3. Rent.

The annual rent for the Leased Premises (the "Rent") is \$2,449.28. The rent must be paid in advance monthly, on the first day of the month, in the amount of \$204.11.

#### Section 4. General Provisions.

- A. <u>Title in Park District</u>. Fee simple title to the Dole Center, including the Leased Premises is and will remain always in the Park District.
- B. <u>Compliance with Laws, Rules</u>. The Society must comply with all applicable State and local statutes, laws, and ordinances and with all generally applicable Park District rules and policies. The Park District will not enact a rule or policy applicable to the Society that is inconsistent with a provision, purpose, or intent of this Lease.
- C. <u>Approved Activities: Discontinuation of Use.</u> The Society may use the Leased Premises for the purposes existing as of the Effective Date, that is, for model train activities and meetings of the Society (collectively the "Approved Activities"). The Approved Activities do not include expansion of the Leased Premises. If the Society discontinues its activities in the Leased Premises for a continuous period of time exceeding 30 days, then the Park District may terminate this Lease immediately by written notice to the Society.
- D. <u>Inappropriate Activities</u>. The Society may never allow the Leased Premises to be used, at any time or in any manner, for storage of dangerous or hazardous materials or substances, or for large equipment, or for disposal of items, or for any other matter not consistent with the Approved Activities and the provisions of this Lease.

#### Section 5. Remodeling of Dole Center.

The Park District may determine the need to remodel, reconfigure, or otherwise change the Dole Center (a "Remodeling"). In that case, the Park District will consult with the Society in advance of the Remodeling regarding any impact on the Leased Premises or the Society's activities.

#### Section 6. Utilities.

The Park District will provide for, manage, and pay for all water, gas, heat, light, power, land-line telephone service, and garbage removal service for the Dole Center (the "Utilities"). The Society is responsible for all its programs and activities.

#### Section 7. Access; Security.

As of the Effective Date, the Society has sufficient access to the Dole Center. The Park District may change or supplement the Dole Center security elements with new locks or keys or other features. The changes will provide for access of the Society to the Leased Premises. The Society will diligently adhere to Dole Center security measures.

#### Section 8. Hours of Use.

The Society may enter the Dole Center and use the Leased Premises only during the hours when the Oak Park Public Library or the Park District is open to the public in the Dole Center. As of the Effective Date, the Society may use the Dole Center Sunday through Saturday, 8:00 a.m. until 10:00 p.m. These hours may change at any time, without notice.

#### Section 9. Park District Access to Leased Premises.

The Park District will have direct access to all of the Leased Premises for purposes of inspection, maintenance, repair, replacement, or other work that affects the Leased Premises.

#### Section 10. Utilization of Dole Center.

- A. Oak Park Residents. The Society recognizes and agrees with the following: (A) a fundamental tenet of the Park District is to maintain facilities and programs that provide the greatest benefit to the most residents of Oak Park, (B) the Society's duespaying membership of 71 of which 48 are Oak Park residents as of the Effective Date, (C) the Society must continue to attract dues-paying residents of Oak Park in order to continue using the Leased Premises and at minimum maintain the current membership level throughout the term of this agreement.
- B. Roster. The Society must keep a roster of its members which must include the names, home addresses, and telephone numbers of each dues-paying member and the length of each person's membership. The Society must provide a copy of the current roster to the Park District promptly on the Park District's request.
- C. Open to All Residents. The Leased Premises must be open to all interested persons for viewing not less than six hours each week. The viewing times must include at least one weekday evening each week and at least two hours to occur on either Saturday or Sunday.

#### Section 11. Own Risk; Waiver.

The Society uses the Leased Premises at its own risk. The Society hereby waives any and all claims of kind and nature against the Park District that might arise, under any circumstances, relating the presence of the Society in the Dole Center and use of the Dole Center, including the Leased Premises.

#### Section 12. Termination of Lease by Park District.

A. <u>Termination for Cause</u>. The Park District may terminate this Lease immediately if the Society commits a breach of this Lease and does not cure the breach within five business days after notice from the Park District of the breach.

- Termination for Underutilization. The Park District may terminate this Lease without advanced notice if at any time the standards set in Section 8 or in Subsection 10(A) of this Lease are not met, at any time.
- Termination by Park District Without Cause. The Park District may В. terminate this Lease by written notice to the Society not less than 45 days prior to the date of termination.

#### Termination of Lease by Society. Section 13.

The Society may terminate this Lease at any time, without cause.

#### Section 14. Society Property.

If this Lease is terminated or expired, then the Society must remove all Society property from the Dole Center within five business days after the date of termination or expiration.

#### Section 15. Notices.

A notice required to be given by this Lease will be deemed sufficient if made in writing and delivered personally, by e-mail, or by certified mail, return receipt requested to the persons and addresses indicated below:

If to the Park District:

Executive Director

Park District of Oak Park

218 Madison Street Oak Park, Illinois 60302 E-mail: jan.arnold@pdop.org

If to the Society:

Frank R. Vozak, President Oak Park Society of Model Engineers 255 W. Augusta Ave Oak Park, Illinois 60364 E-mail: FRVozak 52@gmail. Com

The mailing of a notice as provided in this Section will be equivalent to personal notice and will be deemed to have been given at the time of mailing.

Notice by e-mail will be effective as of the date and time electronic transmission, so long as the transmission was made during a business day prior to 4:00 p.m. Chicago time. A transmission on any other day or after 5:00 p.m. on a business day will be deemed received as of 9:00 a.m. the next business day.

#### Section 16. Scope of Rights.

Nothing in this Lease and no action or inaction by the Park District may or will be deemed or construed to mean that the Park District has granted to the Society any right, power, or permission to do any act or make any agreement that purports to create any right, title, interest, lien, charge, or other encumbrance on the estate of the Park District in the Dole Center.

#### Section 17. No Assignment, Subletting, Transfer.

The Society may not assign or transfer this Lease or sublet the Leased Premises or any portion of the Leased Premises. This Lease cannot be subject to any involuntary assignment, transfer, or sale or to any assignment, transfer, or sale by operation of law in any manner whatsoever. Any attempted involuntary assignment, transfer, or sale is void *ab initio* and will be deemed to be a breach of this Lease.

#### Section 18. Entire Agreement.

This Lease is the entire agreement between the Park District and the Society, and this Lease superseded any and all previous statement or representations, oral or written.

IN WITNESS WHEREOF, the Park District and the Society each has caused this Lease to be executed by its properly authorized representatives as of the Effective Date.

#### PARK DISTRICT OF OAK PARK

Sandy Lentz, Board President

OAK PARK SOCIETY OF MODEL ENGINEERS

By:

F 1/2 / S - 1/4 2 -

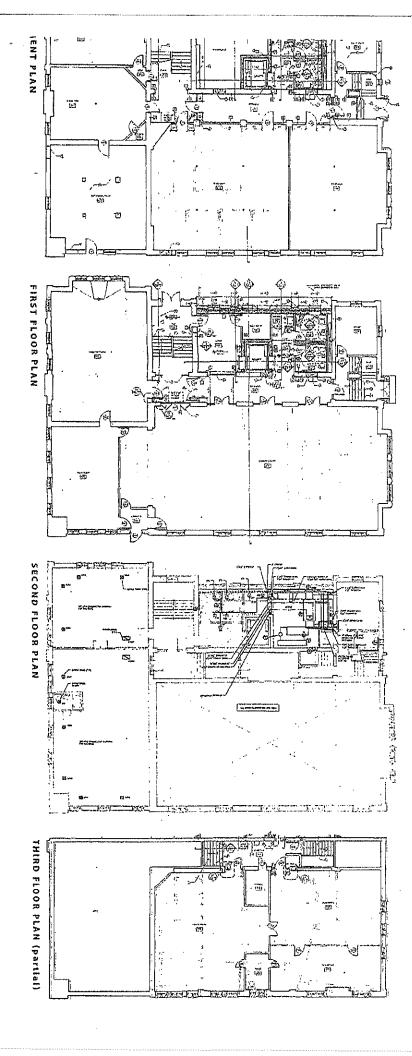
#### **EXHIBIT A**

TO

Lease Agreement At Dole Center With The Oak Park Society Of Model Engineers

[see attached page]

# Dole Cester Took Plas





# Memo

To: David Wick, Chair, Administration & Finance Committee

**Board of Park Commissioners** 

From: Greg Stopka, Manager of Strategy & Innovation

Cc: Jan Arnold, Executive Director

Date: November 25, 2020

Re: 2020 Park Report Card



#### Statement

In order to help the Park District advance its strategic initiative, "Quality Infrastructure Management," a park evaluation tool was developed by staff. The Park Report Card is an effort to objectively measure the quality of park infrastructure and maintenance in order to ensure the highest level of service for the residents of Oak Park.

#### Discussion

From May – October 2020, each Park District park was visited twice and individual features and areas within the parks were evaluated, including Paths & Sidewalks, Passive Greenspaces, Playgrounds, Bathrooms, Sitting Areas, Drinking Fountains, Athletic Spaces, and Parking Lots. The results have been analyzed at the overall park system level as well as the individual area level. Based on these evaluations and analysis, Park District of Oak Park parks received an system-wide score of 95 (A) in 2020, up from 92 in 2019. Staff also have incorporated equity metrics related to density, age, race, and income for each park to inform decision-making.

#### Recommendation

Greg Stopka, Manager of Strategy & Innovation, will attend the December 3, Committee of the Whole \Meeting to present an update regarding the Park Report Card 2020 scores.

Attachment: Parks Report Card



# WHAT IS THE PARKS REPORT CARD?

# OUR GREATEST ASSET

- 2019 Community
   Attitude and Interest
   Survey, 92% respondents
   visited a park or facility
- Lacked a way to measure quality of park infrastructure and maintenance

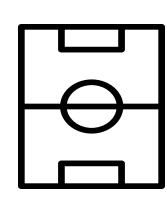
# WHY GRADE OUR PARKS?

- COMMUNICATE
   PRIORITIES internally as well externally
- MEASURE IMPACT of infrastructure investment and maintenance efforts
- LEARN how the present state compares to past performance
- DEMONSTRATE PROGRESS toward mission, goals, and objectives
- PROVIDE DIRECTION for allocation of funding
- OFFER TRANSPARENCY and ACCOUNTABILITY to the public

# HOW DO WE USE THIS INFO?

- Key metric in our strategic plan
- Guides CIP, plans, standards and procedures

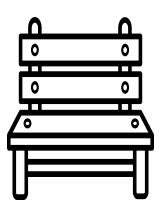




# Athletic Fields



Playgrounds



**Seating Area** 







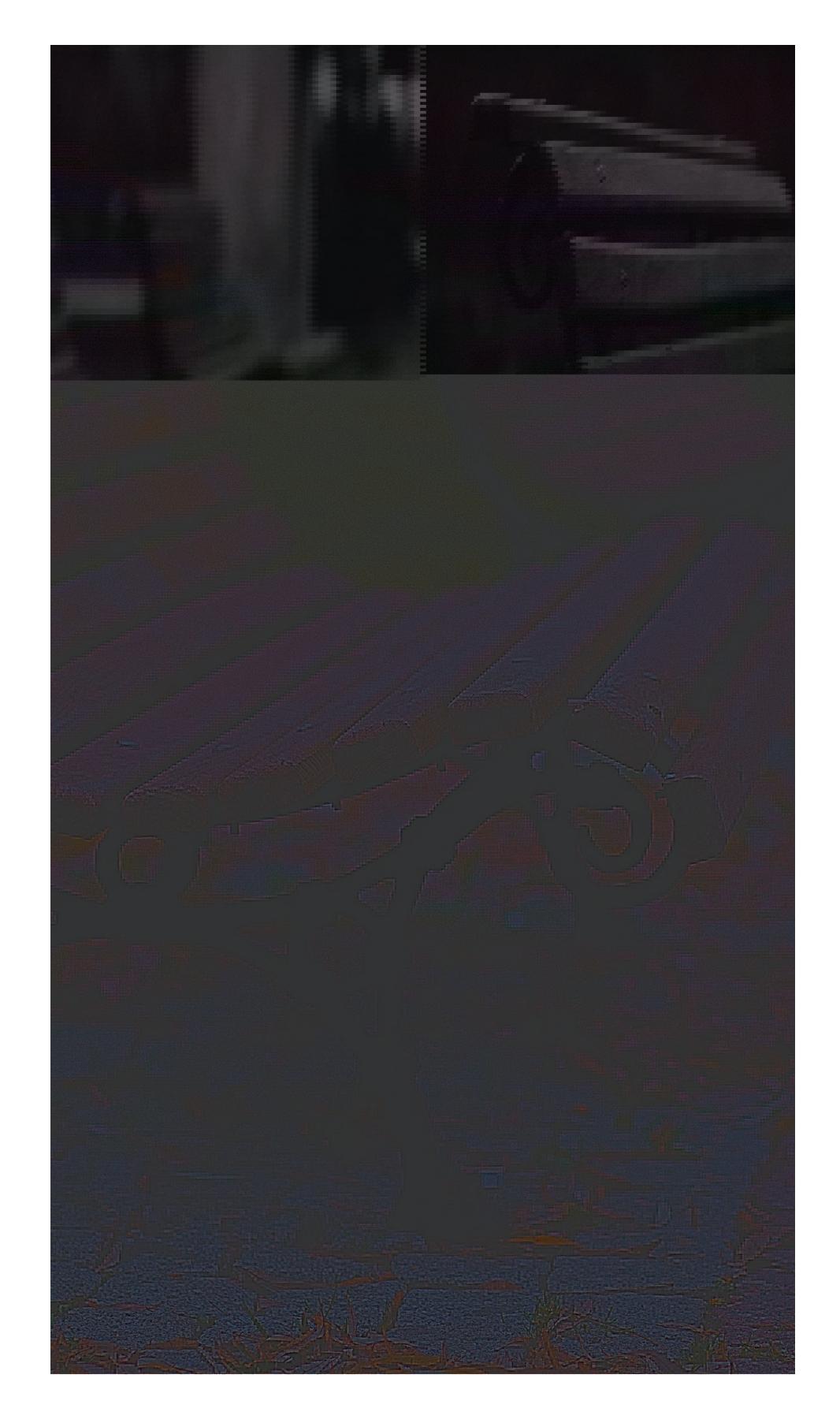
# Path and Sidewalks and Parking Lots



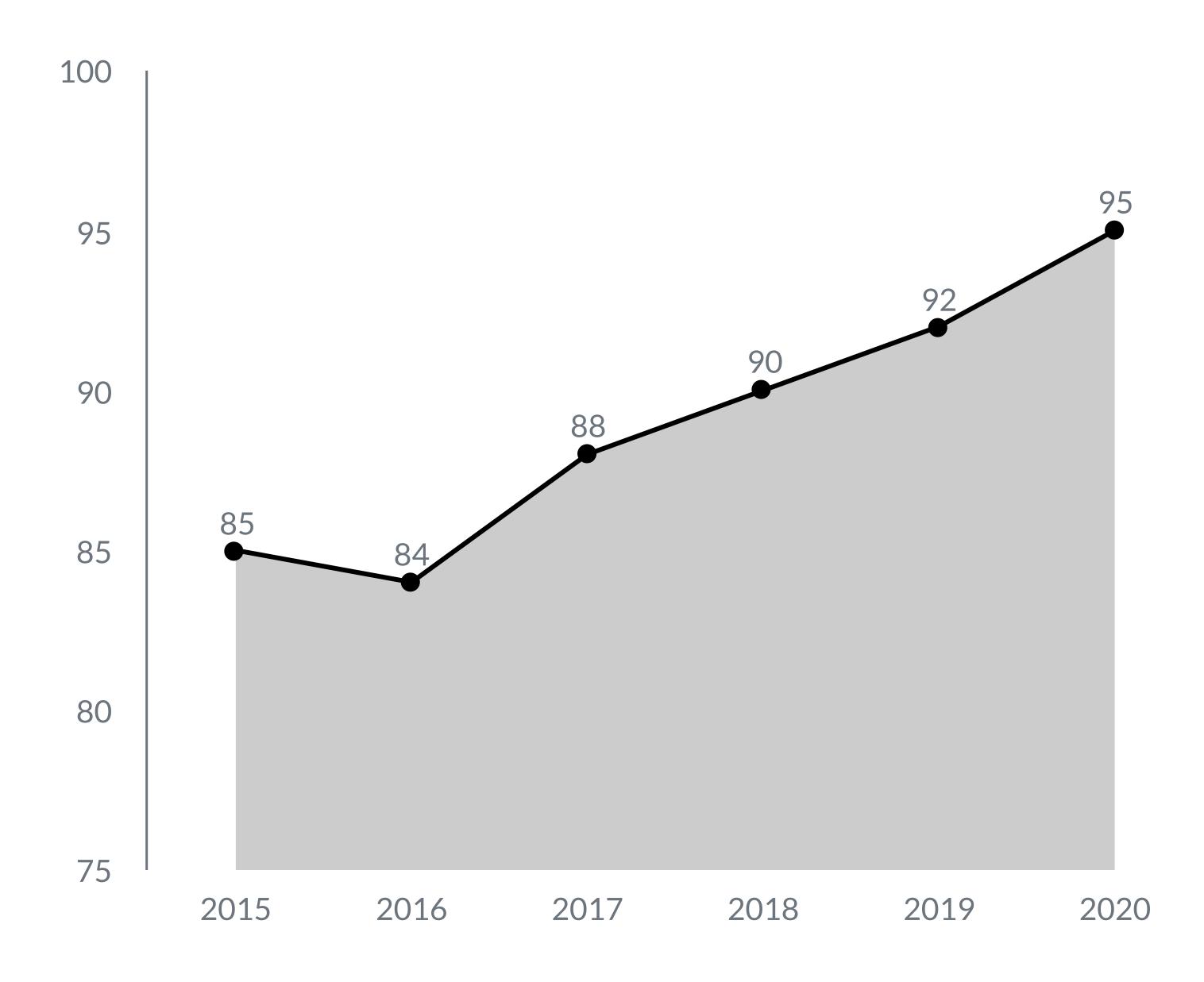
**Bathrooms** 



**Drinking Fountains** 



# OVERALL PARKS SCORES



The Park District defines the measurement as the average score of all parks, on a scale of 0 to 100, from the Park District's Park Report Card from the current year indicating quality and maintenance of park system. This measure is only for Park District park spaces.

# PARKS SCORES

| PARK             | GRADE   | % CHANGE |
|------------------|---------|----------|
| Ridgeland Common | 95 (A)  | 0%       |
| Stevenson Park   | 96 (A)  | 13%      |
| Scoville Park    | 94( A)  | 2%       |
| Cheney Mansion   | 97 (A)  | 3%       |
| Austin Gardens   | 92 (A-) | 1%       |
| Mills Park       | 92 (A-) | 3%       |
| Randolph Park    | 96 (A)  | 2%       |
| Longfellow Park  | 95 (A)  | 7%       |
| Fox Park         | 93 (A)  | 2%       |
| Wenonah Park     | 98( A)  | 8%       |

# Who are the stakeholders impacted:

• Park patrons, residents, and staff

# What does the data say?

Wenonah Park (+8) Longfellow Park (+7%), Barrie Park (+8%), Carroll Park (+13%), Stevenson Park (+13%) are up from last year.

| PARK               | GRADE   | % CHANAGE |
|--------------------|---------|-----------|
| Andersen Park      | 93 (A)  | 0%        |
| Field Park         | 96( A)  | 3%        |
| Taylor Park        | 92 (A-) | 2%        |
| Lindberg Park      | 95 (A)  | 2%        |
| Barrie Park        | 96 (A)  | 8%        |
| Carroll Park       | A (A)   | 13%       |
| Euclid Square Park | 96 (A)  | 2%        |
| Rehm Park          | 89 (B+) | 0%        |
| Maple Park         | 94 (A)  | 2%        |

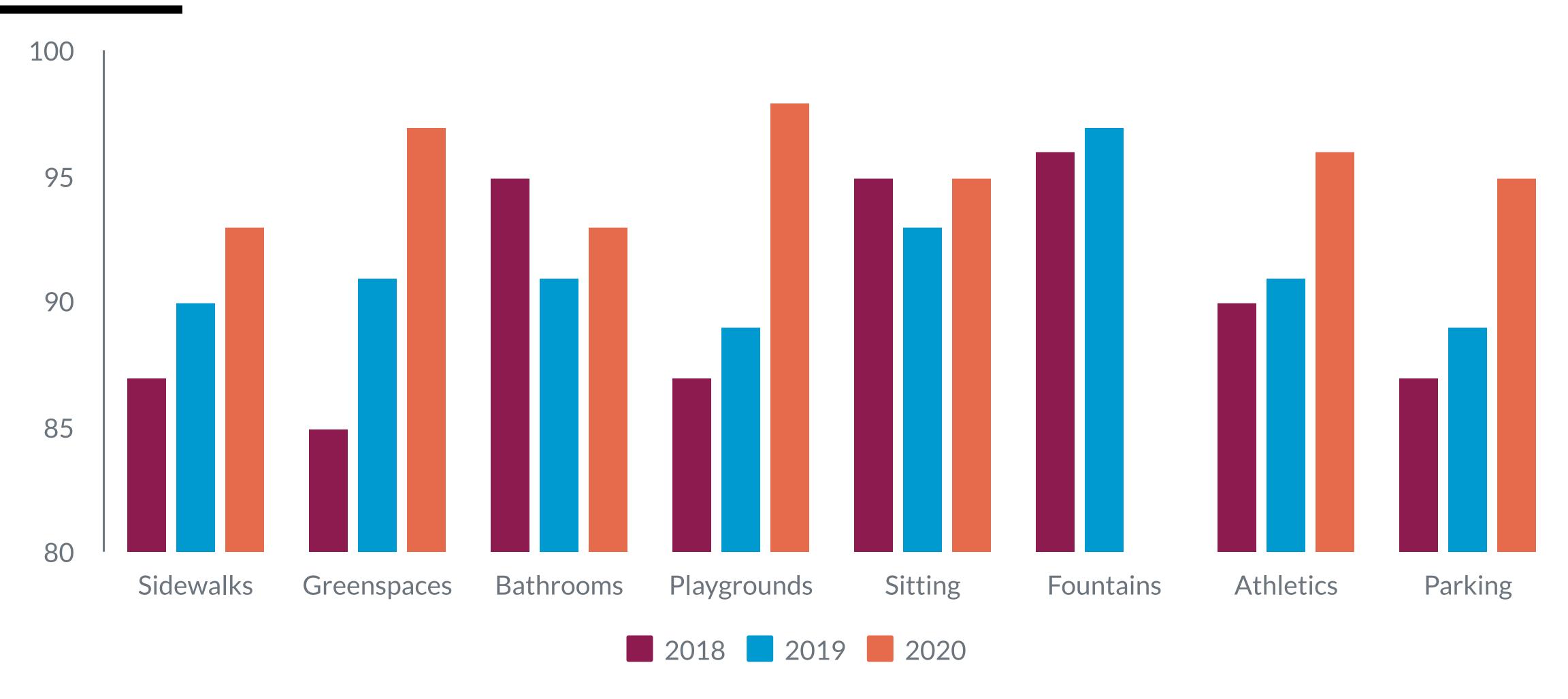
## What actions have we taken?

- Longfellow Park: chalk board fixed and fewer bare spots
- Barrie Park: Playground equipment has been fixed and bathroom changing table fixed
- Carroll Park and Stevenson Park: Playground equipment has been replaced
- Wenonah Park: replaced sandboxes with swings & artifical mounds

# What outcome are we trying to achieve?

Maintaining and Improving our Infrastructure

# FEATURE SCORES



# Who are the stakeholders impacted:

Park patrons, residents, and staff

# What does the data say?

 Playground (+9%), Athletic Spaces (+5%), Greenspaces (+6%) are up from last year

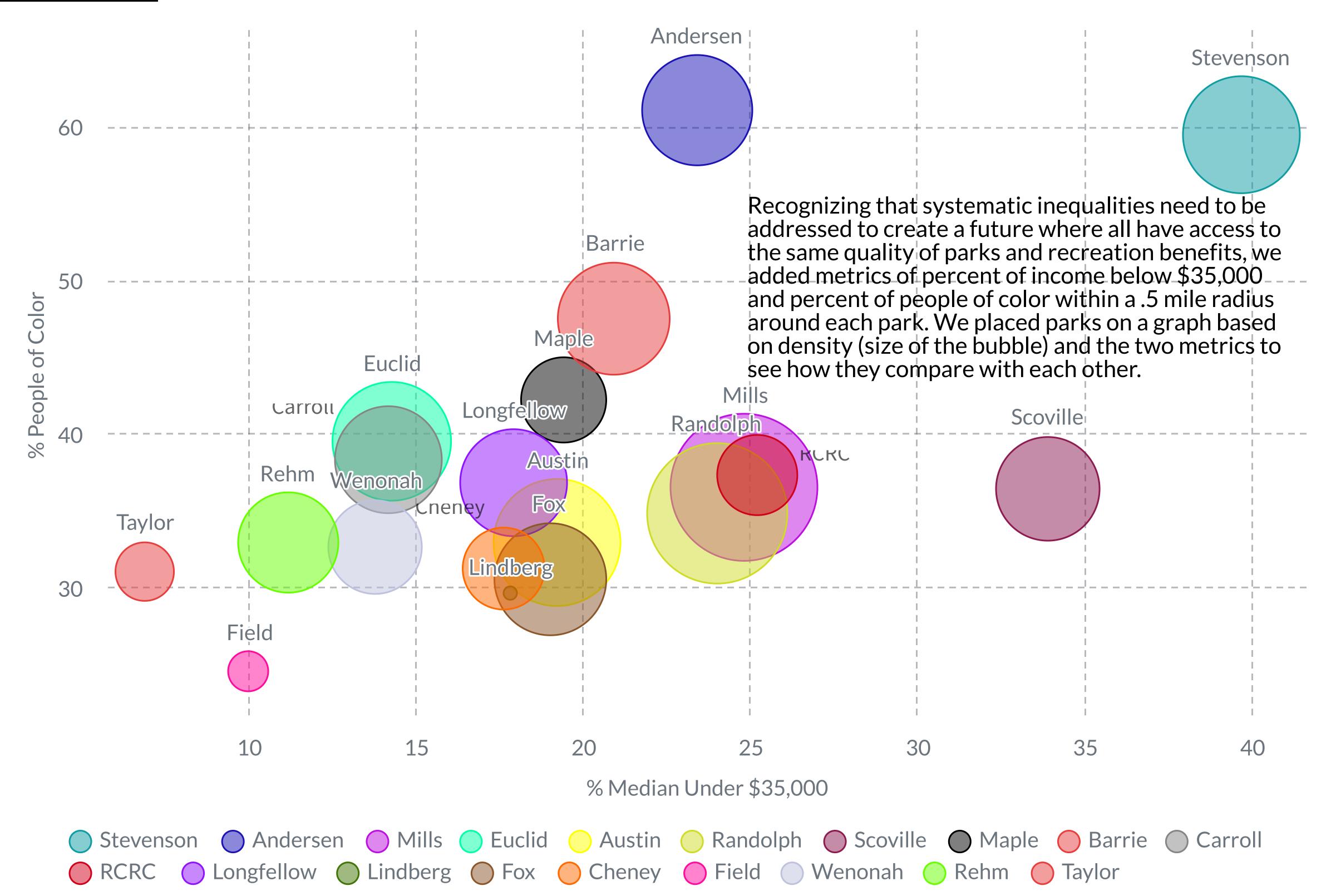
# What actions have we taken?

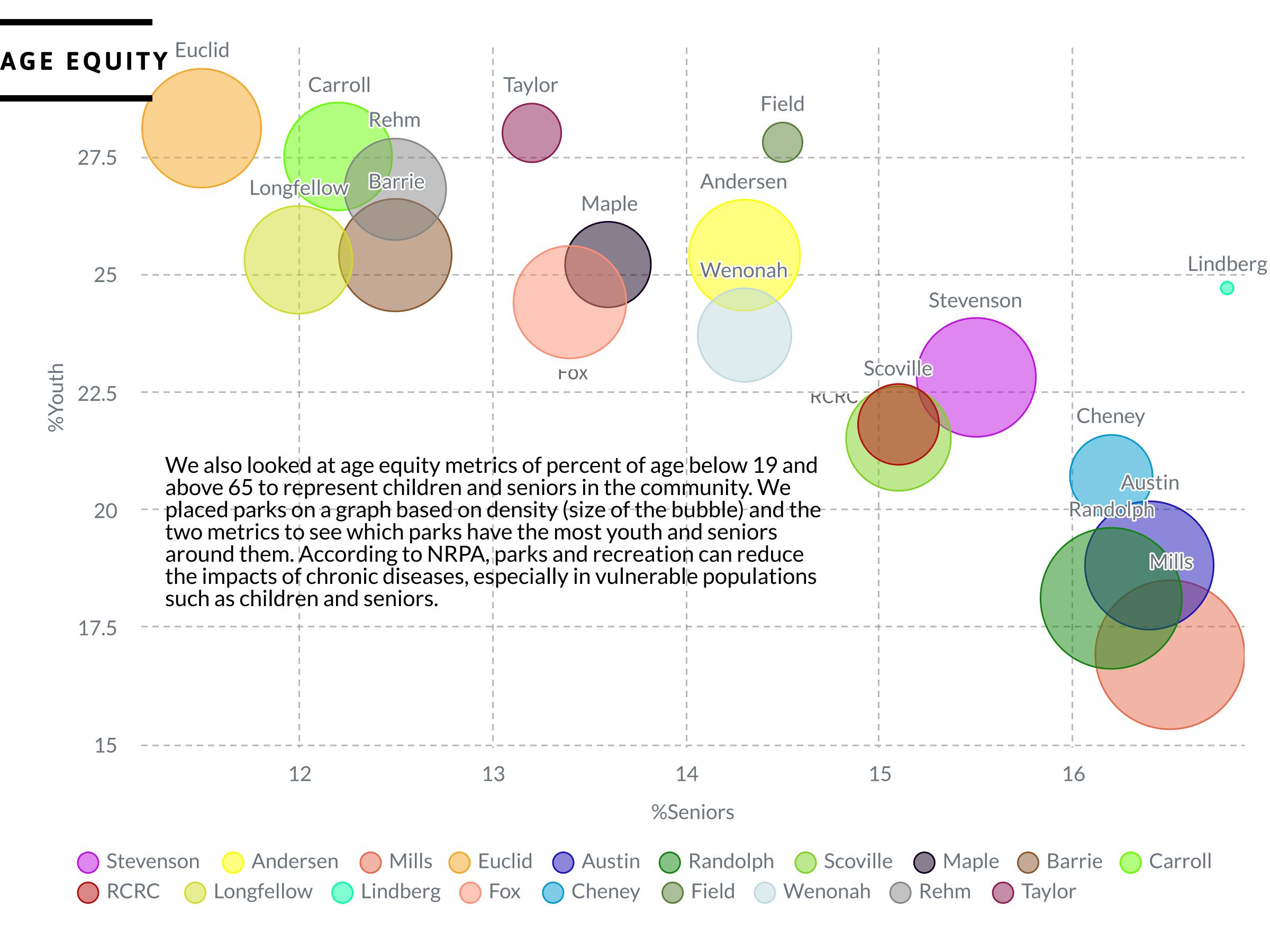
- Playground: Stevenson, Carroll capital investment
- Passive Greenspaces: Mills Park and Lindberg Park field improvements
- Athletic Spaces: Less migrated sand on diamonds, new tennis court at Rehm, and improved soccer fields

# What outcome are we trying to achieve?

Maintaining and Improving our Infrastructure

# ECONOMIC AND RACIAL EQUITY







# Memo

To: Kassie Porreca, Chair, Administration & Finance Committee

**Board of Park Commissioners** 

From: Jan Arnold, Executive Director

Date: November 23, 2020

Re: Bi-Annual Review and Release of Closed Session Minutes



#### Statement

In accordance with the Open Meetings Act, the Board is required to review closed session minutes semiannually to determine whether the need for confidentiality still exists as to all or parts of the minutes. The review includes all closed session minutes that have not previously been released for public inspection.

Minutes, or portions of minutes, will be made available for public inspection if the Board determines that confidential treatment is no longer required. It is again time for the Board to review closed session minutes.

#### Discussion

The Board Secretary, Executive Director, and General Counsel have reviewed the closed session minutes previously not released for August 21, 2014, September 25, 2014, and new closed session minutes since the last review and release date for July 2, 2020 and October 1, 2020, and they have determined (A) that there is no longer a need for keeping the minutes of July 2, 2020 and October 1, 2020 confidential and (B) that the need for confidentiality still exists for the minutes of August 21, 2014, September 25, 2014. Each of the Commissioners may review all of the closed session minutes and pass along their comments about confidentiality by December 9. I will assume that a Commissioner who does not contact me has agreed with the determination of the Board Secretary, myself, and General Counsel.

#### Recommendation

Staff recommends the Park Board approve and authorizes the release for the dates of July 2, 2020 and October 1, 2020; for which there is no longer a need for confidentiality for public inspection of those minutes on request.



#### Park District of Oak Park

#### **2021 Board Action Calendar**

#### **January**

All IPRA Conference January 28-30 (Virtual)

Greg R 2020 Performance Measures Review

Greg C Center Utilization Update

Maureen/Travis C Field Utilization Update

Diane/Scott C Program Scholarship Update

Maureen C T-shirt Bid (2021)

Jan/Chris C Rehm Park Construction Bids Awards

Jan C Communication Contract

#### **February**

Karen/Jan/Board R Community Service Awards presented

Jan R 2020 PDOP Annual Report

Diane C PDCC Update

Susan C Annual Cheney Mansion Operations Report

Jan C Parks Foundation Annual Update

Maureen R Annual Recreation Report

Bill R Annual Revenue Facilities Report

#### March

Jan C Executive Director's Annual Performance Review

GAC/Patti C Environmental and Sustainability Advisory Committee (ESAC) Update

WSSRA R WSSRA Annual Report Update

Jan/Paula C Agreement with Service Employees International Union (Expires 2024)

Patti C Annual Oak Park Conservatory Operations Report

Patti/FOPCON C FOPCON Update

Patti C IPRA Envionmental Report Card (2021)

Diane C Brochure Bid (2023)

Jan/Chris C Approval to issue CRC Bid Docs (Tentative)

#### April

All April 8 - Park District of Oak Park 109th Birthday

Greg R 2021 Performance Measure Quarterly Review

Jan C Youth Intevention Agreement/Township (2022)

Jan C Authorization of Fireworks - 4th of July

PH/Jan R Pleasant Home Foundation Annual Update

#### May

Jan/Karen C Appointment of Board Officers and Board Committees

Mitch/Attorney C Review of Ethics Ordinance (Every Year)

Jan C IAPD Legislative Day Update (date not available at this time)

Jan Spring Park Tour

Jan/Chris C D97 Fields IGA (2023)

Jan/Chris R CRC Contract Bid Awards (tentative)

#### June

Mitch C Austin Trust Update

Mitch C 2021 Audit Report Presentation

Paula/Jan C Bi-Annual Review of Executive Session Minutes

Mitch C 2022 Budget Timeline/Guidelines

Paula/Jan C Compensation Study (2022)

Gary Cuneen R PlanItGreen Report Card - Gary Cuneen (2021)

Diane/Jan C OSLAD - Andersen Park Authorization (2022) (Tentative)

Bill C Rink Flooring Contract (2021)

#### July

Jan C Board Retreat - July 13, 2020

Jan/Karen C IAPD Legislative Events

Greg R 2021 Performance Measure Quarterly Review

Mitch C CIP Approval

Maureen R Bus Bid (2022) (update in Regular Meeting)

#### **August**

Jan R Strategic Plan Update

Jan/Mitch R 6th Month Review of Budget

#### September

Jan/Karen C Community Service Award-Nominations Gathered

Maureen C Collaboration for Early Childhood Care & Ed. Agreement (2021)

Jan/Karen C Elected Officials BBQ Update

Jan Fall Park Tour

Mitch C Draft 2021 Tax Levy

Maureen R Update for Senior Advisory Committee (SAC)

Mitch/Jan Budget Meetings (September 30 & October 14)

#### October

Jan IAPD Legal Symposium

Mitch B Draft Budget Document Delivered

Mitch B Budget and Appropriation Ordinance (release for public inspection)

Greg R 2021 Performance Measure Quarterly Review

Mitch/Jan B Budget Meetings (September 30 & October 14)

Maureen/OPYB/S R OPYB/S Update
Maureen/AYSO R AYSO Update

Jan/Others C NRPA Conference, September 21-23

Mitch C Copier Agreement (2022)

Mitch C Audit Engagement Letter (2022)

Chris/Jan C Andersen Park Professional Fees Contract (Tentative)

#### November

Karen C 2021 Committee & Board Meeting Calendar

Jan/Brd. Pres. R Annual Review of Park District Attorney

Mitch C Working Budget (Departmental Goals)

Mitch C Tax Levy Ordinance for 2021

Mitch C Budget and Appropriation Ordinance 2021

Mitch C Tax Levy and Budget Appropriation Public Hearings

Jan C D200 IGA - Facilities (2021)

Jan C D97 IGA - Facilities (2023)

Paula C Personnel Policy Manual Update

Jan C Administrative and Board Policy Manual

Paula/Kelsey C Safety Manual Update

Kelsey C Crisis Management Plan Update

Karen C Credentials Certificate for the IAPD Annual Meeting

Jan C 2022-2024 Strategic Plan Approval

#### December

Diane C Report on Annual Accomplishments

Diane C Web Redesign Contract Award

Karen/Jan C Update Board Action Calendar

Jan/Karen C Letter to WSSSRA of Appointment of Representatives

Maureen C PACT Agreements

Jan C Comprehensive Master Plan - Update (2024)

Maureen C Festival Theatre Agreement (2022)

Greg R Parks Report Card

Karen C Bi-Annual Review of Executive Session Minutes