



# **PARK DISTRICT of OAK PARK**

**PARK DISTRICT OF OAK PARK  
Committee of the Whole Meeting  
Hedges Administrative Center  
218 Madison Street, Oak Park, Illinois 60302**

**Thursday, September 1, 2022  
Directly Following the Continued Regular Board Meeting from August 18, 2022**

## **AGENDA**

- I. Call to Order/Roll Call**
- II. Public Comment**
- III. Recreation and Facility Program Committee – Commissioner Wollmuth**
- IV. Parks and Planning Committee – Commissioner Worley-Hood**
- V. Administration and Finance Committee – Commissioner Wick**
  - A. Draft 2022 Tax Levy\*
  - B. NRPA Update
  - C. Budget Meetings Update
  - D. Elected Officials BBQ Update
  - E. D200/PDOP Field Collaboration IGA Discussion\*
  - F. Park District Citizen Committee Application\*
- VI. New Business**
- VII. Closed Session**
- VIII. Adjournment**

\* Indicates information attached.

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

Update indicates verbal report provided at meeting no materials attached

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 call (708) 725-2017 or via email at [Edith.Rodriguez@pdop.org](mailto:Edith.Rodriguez@pdop.org).

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



**MEMO**  
*Draft 2022 Tax Levy*

# Memo

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

From: Mitch Bowlin, Director of Finance

Cc: Jan Arnold, Executive Director

Date: August 26, 2022

Re: Draft 2022 Tax Levy



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## Statement

The District funds its operations primarily through property taxes. Annually, the Board must approve a property tax levy ordinance and file it with the County no later than the last Tuesday in December. The Property Tax Extension Lamination Law (PTELL) limits the dollar amount of the tax levy increase to an amount no greater than the consumer price index (CPI) or 5%, whichever is less. The 2022 tax year levy PTELL limit is 5%.

## Discussion

CPI for the 2022 tax year (payable in calendar year 2023) is determined by CPI releases from January 2021 – December 2021. CPI for calendar year 2021 was 7.5%. PTELL limits the amount the tax increase for capped funds to the lesser of CPI for the previous year, or 5% - meaning that the limit for this upcoming levy will be 5% in the capped funds.

In addition to the 5% increase, the District is also able to levy for growth in the equalized assessed valuation (EAV) within the District. EAV increased by 20% from 2020 to 2021. Those are the most recent EAV numbers available. Based on Board direction staff has not included any allowance for new growth in this draft levy.

It is difficult to provide an exact estimate of the tax increase per \$100,000 of home value because Cook County has not yet published current tax extension or EAV information. Due to this, staff used the most recently available information, and increased by the approximate tax increase for the current year as a baseline. Based on these calculations the increase for this draft levy is expected to be approximately \$7.14 per \$100,000 of home value.

## Recommendation

Staff requests input from the Board on the Draft 2022 Tax Levy.

*Attachment: Draft 2022 Tax Levy*

**Park District of Oak Park  
Proposed 2022 Tax Levy**

<u>PTELL capped levies</u>	2021 Extended <u>Levy</u>	<u>Rate</u>	<u>Max Rate</u>	2022 <u>Levy</u>	2022 Levy to <u>2021 Extension</u>
Corporate	\$5,054,462		0.3500	\$5,307,185	\$252,723
Recreation	\$4,719,430		0.3700	\$4,955,402	\$235,972
<i>for CIP (bonds)</i>	<i>\$2,062,600</i>			<i>\$2,062,600</i>	
<i>for CIP</i>	<i>\$1,459,128</i>			<i>\$1,501,443</i>	
IMRF	\$206,905		n/a	\$217,250	\$10,345
Audit	\$22,251		0.0050	\$23,364	\$1,113
Liability Insurance	\$294,413		n/a	\$309,134	\$14,721
Museum	<u>\$360,893</u>		0.0700	<u>\$378,938</u>	<u>\$18,045</u>
<b>Total capped levies</b>	<b>\$10,658,355</b>			<b>\$11,191,273</b>	<b>\$532,918</b>
				% Change	5.00%
<u>PTELL non-capped levies</u>					
Special Recreation	\$428,474		0.0400	\$449,897	\$21,424
Bonds & Interest	<u>\$0</u>		n/a	<u>\$0</u>	<u>\$0</u>
<b>Total non-capped levies</b>	<b>\$428,474</b>			<b>\$449,897</b>	<b>\$21,424</b>
<b>Total Levy</b>	<b><u>\$11,086,828</u></b>			<b><u>\$11,641,170</u></b>	<b><u>\$554,341</u></b>
				% Change	5.00%



## **MEMO**

### *D200/PDOP IGA RC Field Sharing*

# Memo

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

From: Jan Arnold Executive Director

Date: August 26, 2022

Re: D200/PDOP IGA RC Field Sharing



## Statement

School District 200 (D200) and Park District of Oak Park (PDOP) have a history of partnering at a variety of levels, but specifically, with the use of facility spaces when one entity does not have that particular asset. D200 and PDOP have a comprehensive Intergovernmental Agreement (IGA) for use of fields, gymnasiums and other indoor spaces.

D200 access to the Concordia track will end December 2023, thus there is a need to identify a location to construct a new track. Additionally, the community is interested in government bodies collaborating where it is prudent to do so. There is interest in evaluating the potential for PDOP allowing D200 additional access to RCRC fields. The PDOP's lost hours on the RCRC fields resulting from this expanded access would need to be made up at D200 fields so PDOP can continue to support our youth partner organizations and PDOP programming. The need for expanded field lights on the Lake/East field until 10pm is required to make the sharing possible.

## Discussion

In April, a Memorandum of Understanding (MOU) was agreed upon between the Park District of Oak Park (PDOP) and School District 200 (D200) on the collaborative improvement and use of playing/sports fields at Ridgeland Common (RC). In June, a joint meeting between PDOP and D200 Board's was held to discuss the potential sharing and community benefit.

After conversations and meetings with the Village of Oak Park's (VOP) Plan Commission and held a community meeting with D200, staff submits the attached IGA for Park Board consideration. The proposed improvements include the installation of two scoreboards, security cameras, additional netting, and replacement of multi-use all weather synthetic turf fields at RC, all funded by D200. These improvements will continue to support D200's physical education program, expanded use for its softball program, and PDOP will continue to provide programming for its programs and affiliate youth sports organizations at RC. PDOP will also have access to both D200's new baseball field, as well as its new synthetic field for our program needs. The agreement is for 25-years, and has been reviewed by legal counsel.

The Village of Oak Park Board is scheduled to approved the revised lighting ordinance at their meeting on Tuesday, September 6<sup>th</sup>. Pending this approval, PDOP staff have no hesitation with recommending moving forward with the attached IGA.

## Recommendation

Staff recommend the approval of the IGA between D200 and PDOP for shared field opportunities at Ridgeland Common to support the construction of a D200 track on their property.

*Attachments: IGA D200/PDOP*

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
REGARDING INSTALLATION OF FIELD TURF AND USE OF THE RIDGELAND  
COMMON ATHLETIC FIELD**

This Agreement (the “Ridgeland Common Field Agreement” or the “Agreement”) is made between the Board of Education of Oak Park River Forest Township High School District No. 200, Cook County, Illinois (the “School District”) and the Board of Park Commissioners of the Park District of Oak Park, Cook County, Illinois (the “Park District”) as of the effective date (the “Effective Date”) set forth in Section VIII.N of this Agreement. The School District and the Park District are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Illinois Constitution and statutes encourage and permit intergovernmental cooperation between units of local government; and

WHEREAS, the Parties entered into an intergovernmental agreement for shared use of facilities and cooperative planning dated April 8, 2021 (the “Original Shared Use Agreement”) that the Parties now wish to supplement and amend pursuant to this Agreement; and

WHEREAS, the Park District is the owner of a property commonly known as the Ridgeland Common Recreation Complex and legally described in **Exhibit A**, attached to and by this reference incorporated into this Agreement, which includes an outdoor athletic field (the “Ridgeland Common Field”); and

WHEREAS, the School District desires to use Ridgeland Common Field for its own programs and activities and, in exchange for the use of the Park District property, the School District agrees to complete and fund certain improvements to Ridgeland Common Field; and

WHEREAS, pursuant to this Agreement, the School District intends to enter into a contract for the replacement of a synthetic turf sports field at the Ridgeland Common Field (the “Project”), all of which costs shall be paid for by the School District. The construction is anticipated to be completed for use during the 202\_ - 202\_ school year; and

WHEREAS, as consideration for the School District paying for the construction of the Project, the Park District shall permit the School District to extensively use the Ridgeland Common Field in accordance with this Agreement; and

WHEREAS, the Park District has determined that access to and use of a synthetic turf field at the Ridgeland Common Field for such park and recreational purposes under the direction and control of the Park District would be appropriate, useful, and necessary in order to enhance recreational opportunities available for the residents of the Park District; and

WHEREAS, by the entering into this Agreement, the Parties agree that the constituencies of both the School District and the Park District will be more effectively and economically served by the School District and the Park District sharing the costs of the Project;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the School District and the Park District agree as follows:

**I. Original Shared Use Agreement.**

The Original Shared Use Agreement between the Parties remains in effect. If there is a conflict between the Original Shared Use Agreement and this Ridgeland Common Field Agreement, the Ridgeland Common Field Agreement shall control, it being a supplement and amendment to the Original Shared Use Agreement.



**II. Term, Termination.**

A. Term. The term of the Ridgeland Common Field Agreement shall be from the Effective Date through June 30, 2048, unless earlier terminated as provided in this Agreement.

B. Termination. The Ridgeland Common Field Agreement may be terminated by written notice prior to July 31, 2048, if (i) the Park District decides to sell the Ridgeland Common Field; (ii) the Ridgeland Common Field Agreement is terminated by the School District in accordance with Section III.A; (iii) the Ridgeland Common Field turf requires replacement in accordance with Section IV.; (iv) the Parties cannot agree on a schedule of use under Section V.B.2; (v) the Park District does not agree to replacing the turf field in accordance with Section VI.G; or (vi) the Ridgeland Common Field Agreement is terminated upon the default of a Party under Section VIII.E. If this Agreement terminates prior to June 30, 2048, for any reason other than (i) the School District terminates this Agreement under Section III.A; (ii) the School District is in default under Section VIII.E of this Agreement or (iii) the turf requires replacement as determined under Section IV of this Agreement, the Park District shall reimburse the School District pursuant to the following calculation: the reimbursement shall be determined by dividing the Turf Costs, defined in Section III.A of this Agreement, by 120 and multiplying that amount by the number of months remaining from the date of termination until the 10 year anniversary of the first day that the School District has use of the turfed Ridgeland Common Field; provided, however, if the termination occurs after the replacement of the initial turf or subsequent turfs (the "Replacement Turf"), the reimbursement shall be determined by dividing the applicable Replacement Turf Project Costs for the Replacement Turf, defined in Section

III.A of this Agreement, by 120 and multiplying that amount by the number of months remaining from the date of termination until the 10 year anniversary after the first day that the School District has use of the Replacement Turf at Ridgeland Common Field.

**III. Construction Costs and Management.**

A. School District Payment. Except as explicitly set forth in this Agreement, the School District is solely responsible for all Project costs and expenses. The School District shall make all payments to the various vendors for all costs related to the Project, including all fees and costs for architectural and engineering services, construction, approved alterations, modifications and resulting change orders; provided that if the lowest responsible bid amount related to the Project exceeds \$\_\_\_\_\_, the School District may, in its sole discretion, terminate this Agreement by giving written notice to the Park District not later than 30 days after the bid opening. A rendering of the Project is attached to and incorporated in this Agreement as Exhibit B. Once the Project is completed and all Project costs are determined, the School District shall make an accounting of such Project costs and provide written notice to the Park District of such costs, which for purposes of this Agreement shall be considered the "Project Costs." In said accounting, the School District shall clearly indicate the costs associated with the initial installation of the synthetic turf sports field ("Turf Costs") and separate the Turf Costs from the total Project Costs. Turf Costs shall not include the costs of any netting, equipment or additional improvements made by the School District to Ridgeland Common Field beyond the cost of the actual installation of the turf field. The School District, in partnership with the Park District, shall make the same determination for the costs associated for any Replacement Turf

installed during the term of this Agreement (the “Replacement Turf Project Costs”).

B. Review of Plans. Upon receipt of the initial plans and specifications for the Project, the School District shall deliver such documents to the Park District for its review. If the Park District believes that the plans and specifications are not consistent with the scope of the Project and/or this Agreement, the Park District shall provide written notice to the School District of that concern within seven days after the Park District’s receipt of the plans and specifications. The School District shall consider the Park District’s comments and make any changes the School District, in its sole discretion, deems appropriate. The School District shall notify in writing the Park District of its decision within seven days after receipt of the Park District’s written notice. Thereafter, the Park District may terminate this Agreement within five days after receipt of the School District's written decision .

C. Contract Administration. The School District shall administer the Project contracts in good faith and, unless the School District fails to exercise good faith, the Park District shall not make any claims against the School District for such administration.

D. Change Orders. During the course of construction of the Project, certain alterations, modifications, and resulting change orders from the final plans and specifications may be required. The School District shall have sole discretion related to the approval or denial of change orders, but shall provide the Park District with written notice of a proposed change order and the date that the School District will act to approve the change order and the method by which the change order will be approved. Change orders shall be part of the Project Cost.

E. Applicability to Replacement Turfs. Sections III.A-D shall apply to any

Replacement Turfs installed during the term of this Agreement.

**IV. Turf Replacement Costs.**

The Parties acknowledge that the turf may need to be replaced within eight to 12 years after the Effective Date of this Agreement. If, during the term of this Agreement, one Party is of the opinion that the turf requires replacement, it shall notify the other Party in writing. Within 30 days after receipt of the written notice, the non-initiating Party shall notify the initiating Party of its assessment of the need for any turf replacement. If the Parties agree that the turf needs replacement, the Parties may mutually agree to terminate this Agreement, either Party may at its option elect to terminate this Agreement, or the School District shall replace the turf. If the non-initiating Party does not agree that the turf needs replacement, the Parties shall hire a recognized turf expert to examine the field and provide an opinion as to the need to replace the turf. The Parties shall share the costs of the turf expert equally. If the turf expert opines that the turf will not need replacement within 24 months after the date of the expert's report, this Agreement shall continue without replacement of the turf. If the turf expert opines that the turf will need replacement within 24 months after the date of the expert's report, the Parties may (i) mutually agree to terminate this Agreement; (ii) either Party may at its option elect to terminate this Agreement; or (iii) the School District shall replace the turf. If the Agreement is terminated pursuant to this Section, the Park District will have no reimbursement obligations under Section II.B. of this Agreement. Further, if the School District terminates this Agreement pursuant to this Section, the School District shall immediately stop all use of Ridgeland Common Field for any physical education or extracurricular activities and the School District shall no longer have any

rights or privileges to use Ridgeland Common Field going forward. All costs and expenses relating to the replacement of the turf shall be the sole responsibility of the School District. The School District will engage the Park District regarding the replacement synthetic surface and infill mix prior to awarding such contracts for any Replacement Turfs. This Section shall apply to any Replacement Turfs installed during the term of this Agreement.

**V. Use of Ridgeland Common Field.**

A. Park District Use. The Park District shall at all times be the sole owner of the Ridgeland Common Field. The Park District shall have the right to use the Ridgeland Common Field at any time except for periods reserved for use by the School District, as set forth in the Master Use Schedule, attached as Exhibit C.

B. School District Use.

1. Facility Use. In consideration of the School District paying all Project Costs, the Park School District shall allow the School District to use the Ridgeland Common Field during the times set forth in the “Master Use Schedule,” attached to this Agreement as Exhibit C. The School District shall also be entitled to reasonable modes of ingress and egress to and from the Ridgeland Common Field during those times for the limited purpose of gaining access to and enabling use of the Ridgeland Common Field, as contemplated by this Agreement.

2. Scheduling School District’s Use. Prior to January 1 of each year of this Agreement, designated representatives of each Party shall meet to complete the Master Use Schedule for the subsequent school year for approval by the Superintendent of the

School District and the Executive Director of the Park District, or their designees. The Master Use Schedule shall not require further approval by the Boards of either Party. The Park District shall not deny the School District's request for scheduled use of the Ridgeland Common Field during a given year, which is reasonable and substantially comparable (in terms of days and hours) to the School District's scheduled use for the prior year, without the written agreement of the School District. Subject to the foregoing limitation on the Park District's discretion, if the Parties cannot reach agreement regarding the Master Use Schedule for a given school year by January 1 of the prior school year, a Party may terminate this Agreement by providing written notice to the non-terminating Party by January 15 of that year and the Agreement shall terminate effective June 1 of that year, unless an earlier termination date is agreed to by the Parties in writing. If the Parties do not reach agreement on the Master Use Schedule due to the Park District's breach of its obligation under this Section V.B.2 to allow the School District reasonably comparable use of the Ridgeland Common Field as the prior year, the School District shall be entitled to a reimbursement per the calculation set forth in Section II.B of this Agreement.

3. School District Use of Park District Equipment. It is understood by and between the Parties that certain items of equipment provided by the Park District for its programs and stored by the Park District at the site, may, upon request of the School District, be utilized jointly for School District and Park District activities. The School District agrees to reimburse the Park District for direct cost of repair or replacement of

said equipment, except for reasonable wear and tear, if such equipment is damaged as a sole and direct result of the School District's use of the equipment. Any request for reimbursement by the Park District in this regard shall include a written detail of all damages sustained and cost incurred, including statements and/or bills for materials and services necessary to correct the damage.

4. Compliance with Policies, Ordinances, and Procedures. The School District and its staff, volunteers, participants, and spectators must strive to comply with all Park District rules, policies, and operating procedures relating to conduct and use of Ridgeland Common Field or of the Park District's facilities generally, except with the written consent of the Park District.

C. Non-Scheduled Use; Changes to Master Use Schedule. In the event that special needs to utilize the Ridgeland Common Field arise for either the School District or the Park District, either Party may request a modification of the Master Use Schedule by written notice of at least 30 days or such lesser time as shall be agreed to by the Superintendent of the School District and the Executive Director of the Park District, or their designees, and the other Party shall make its best effort to accommodate the other's special needs. Absent a written approval by the Superintendent of the School District and the Executive Director of the Park District, or their designees, no temporary change shall be considered approved. To avoid confusion, both the School District and the Park District agree to maintain the Master Use Schedule, which shall include all temporary changes in a convenient place easily accessible to both Parties and the public.

**VI. General Use Provisions.**

**A. Maintenance of Ridgeland Common Field.**

1. Park District Responsibilities. The Park District shall provide its usual and customary custodial services to the Ridgeland Common Field in accordance with the Park District's regularly scheduled working hours or at the discretion of the Park District.

2. Mutual Responsibilities. The Parties shall keep clean and in good order, condition, and repair the Ridgeland Common Field during their period of use. At the close of each instance of use, each Party shall leave the Ridgeland Common Field in substantially the same condition as at the outset of each instance of use, ordinary wear and tear excepted. It will be the responsibility of each Party to leave the Ridgeland Common Field in the same condition as it received it and to place all refuse in the refuse receptacles at the Ridgeland Common Field.

B. Keys and Alarm Codes. The Park District shall provide the School District with necessary keys and alarm codes to allow the School District access to the Ridgeland Common Field without the need of having a custodian or other Park District personnel present. The School District shall be responsible for securing the Ridgeland Common Field properly upon leaving.

C. No Improvements. The Park District shall not modify, alter, or place permanent fixtures or improvements in the Ridgeland Common Field in any way without the prior express written approval of the School District, which approval shall not be unreasonably withheld.

D. Supervision. Neither Party shall have any responsibility whatsoever for



supervising the other's programs, use of the Ridgeland Common Field, or supervising the other Party's employees, volunteers, participants, or agents. Each Party shall be solely responsible, at its own expense, for providing or requiring to be provided adequate adult supervision at all times in connection with its use of the Ridgeland Common Field. Neither Party shall be responsible in any way for employment of personnel to implement or supervise the other Party's programs at the Ridgeland Common Field. Each Party acknowledges and assumes complete responsibility as to the other Party for its staff or volunteers used to supervise its activities hereunder.

E. Representation of Programs. Each Party shall represent its programs as its own programs and at no time shall represent any sponsorship or other involvement by the other Party.

F. Required Waiver. For programs where either Party requires participants to sign a waiver, release, indemnity, or hold harmless form, the Party requiring the waiver, release, indemnity or hold harmless shall add the other Party, its Board members, officers and employees as additional beneficiaries under such form.

G. Untenantability. In the event the Ridgeland Common Field is damaged and rendered untenable by fire or other casualty during the term of this Agreement, the Parties agree to work in good faith to restore the Ridgeland Common Field to public use, making use of any insurance proceeds available. If insurance proceeds are not available, the Parties may, but shall be under no obligation to, restore the Ridgeland Common Field; provided that if restoration can reasonably be accomplished despite the damage and the School District is willing to restore the turf at Ridgeland Common Field at its sole cost, but the Park District terminates the Agreement, the Park District shall reimburse the School District in accordance with the

calculation set forth in Section II.B of this Agreement. The Park District shall obtain and at all times during the term of this Agreement maintain casualty insurance for the full replacement value of the Ridgeland Common Field.

**VII. Insurance and Indemnification.**

A. Insurance. Each Party, at its sole cost and expense, shall keep in full force and effect at all times during the term of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with this Agreement. Each Party shall provide coverage that is at least as broad as:

1. If either Party purchases insurance from an insurance company, each Party shall keep in force at all times during the term of this Agreement Commercial General Liability Insurance including fire, legal liability, bodily injury, personal injury and property damage limits of not less, but, in any event, no less than \$1,000,000.00 per occurrence and \$10,000,000.00 aggregate and an umbrella policy no less than \$1,000,000.00. Such insurance shall be evidenced by annually providing to the other Party copies of the policies and/or certificates of insurance, naming the other Party, its board, board members, officers, employees and agents as an additional insured and providing that the insurance may not be modified, terminated, cancelled, or non-renewed without at least thirty (30) days advance written notice by certified mail, return receipt requested, to the other Party. If either Party is self-insured, member of an intergovernmental pool, or provides for its risk financing by a means other than commercial insurance, that Party shall keep in force at all times during the term of this agreement, General Liability coverage including fire legal liability specifically including bodily injury, personal injury, and property damage limits of not less than , but, in

any event, no less than \$1,000,000.00 per occurrence and \$10,000,000.00 aggregate and an umbrella policy no less than \$1,000,000.00. Such insurance shall be evidenced by annually providing to the other Party copies of the policies and/or certificates of insurance, naming the other Party, its board, board members, officers, employees and agents as an additional insured and providing that the insurance may not be modified, terminated, cancelled or non-renewed without at least thirty (30) days advance written notice by certified mail, return receipt requested, to the other party.

2. Casualty insurance in the amount of the full replacement cost of the Party's property and betterments (including alterations or additions performed by a Party to its property), which insurance shall include an agreed amount endorsement waiving coinsurance limitations.

3. Each Party shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for employees. Any employee claim related to this Agreement will be the responsibility of the Party employer and the other Party shall have no obligation whatsoever to provide workers' compensation for the other Party's employees.

B. Indemnification. The School District and the Park District each agree to mutually indemnify, defend, and hold harmless the other Party and its Board members, officers, employees, agents, and successors from all claims, causes of action, liability, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees) and losses (collectively "Loss") where and to the extent the Loss arises out of the acts or omissions of the indemnifying Party.

C. No Waiver of Tort Immunity Defenses. Nothing contained in this Section VII or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

**VIII. Miscellaneous Provisions.**

A. No Assignment. No Party may assign any rights or duties under this Agreement without the prior express written consent of the other Party.

B. Successors. This Agreement shall be binding upon the successors of the Parties' respective governing boards.

C. Relationship of the Parties; No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to consider any Party or its respective employees, volunteers or agents as the agents or employees of any other Party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the School District and the Park District. Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District or the Park District.

D. Entire Agreement. This Agreement, including Exhibits A, B and C, shall

constitute the entire agreement of the Parties with respect to the matters contained in this Agreement and this Agreement supersedes any and all prior agreements and understandings, whether written or oral, formal, or informal.

E. Default and Termination. If one Party believes the other to be in material default under this Agreement, the non-defaulting Party, acting through its chief administrator, shall notify the defaulting Party in writing and allow the defaulting Party 30 days from the date of receipt of notice to cure the default. If the default is not then cured, the non-defaulting Party may terminate the Agreement by serving written notice on the defaulting Party and termination of the Agreement shall take effect 30 days after receipt of the notice by the Party in default. If the Park District terminates the Agreement due to the School District's default, the School District shall not be entitled to any reimbursement of the Project Cost. If the School District terminates the Agreement due to the Park District's default, the Park District shall reimburse a pro rata share of the Project Cost calculated in accordance with Section II.B of this Agreement.

F. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid only to the extent that they are actually received by the individual to whom addressed and are followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be

deemed received upon the earlier of (a) actual receipt, or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to that District, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed and delivered as follows:

If to School District:

Oak Park & River Forest High School District 200  
c/o Superintendent  
201 North Scoville Avenue  
Oak Park, Illinois 60302

If to the Park District:

Park District of Oak Park  
c/o Executive Director  
218 Madison Street  
Oak Park, Illinois 60302

G. Amendments. This Agreement may not be amended except by means of a written document signed by authorized representatives of both of the Parties and dated a date subsequent to the Effective Date of this Agreement.

H. Compliance with Law. The Parties shall comply with all applicable local, county, State and federal laws and regulations.

I. Authority to Execute. The Parties warrant and represent that the persons executing this Agreement on its behalf have been properly authorized to do so.

J. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State or School District holiday.

K. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

L. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

M. No Waiver, Enforcement. The failure by a Party to insist on strict performance of any provision or right under this Agreement in any one or more instances will not, and may not, be construed as a waiver in any subsequent instance of any such covenant, warranty, condition or rights, but the same shall be and remain in full force and effect.

N. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute the same Agreement.

***Draft 7/21/22***

O. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

BOARD OF COMMISSIONERS  
PARK DISTRICT OF OAK PARK

BOARD OF EDUCATION OF  
OAK PARK RIVER FOREST TOWNSHIP  
HIGH SCHOOL DISTRICT  
NO. 200

By: \_\_\_\_\_

President

Dated: \_\_\_\_\_

By: \_\_\_\_\_

President

Dated: \_\_\_\_\_



*Draft 7/21/22*

**EXHIBIT A**  
**LEGAL DESCRIPTION**

DRAFT

*Draft 7/21/22*

**EXHIBIT B**  
**PROJECT RENDERING**

DRAFT

**EXHIBIT C**  
**MASTER USE SCHEDULE**

[To be agreed to by the parties]

DRAFT



## **MEMO**

### *Park District Citizen Committee Application*

# Memo

To: David Wick, Chair, Recreation and Facility Program Committee  
Board of Park Commissioners

From: Jan Arnold, Executive Director

Date: August 23, 2022

Re: Park District Citizen Committee Application

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## Statement

The Park District Citizen Committee (PDCC) was established in Fall 2003, to oversee the development of the Comprehensive Master Plan. Since the plan's completion, the responsibility of the PDCC has been to oversee the implementation of the Comprehensive Master Plan and the development and ongoing review of the park site plans, as well as to provide a valuable communication channel between the Park District and the citizens of Oak Park. The Mission and Guiding Principles of the Park District Citizen Committee state the committee should include 13 members.

## Discussion

There are currently only 10 members on the committee. Andrew France has expressed interest in joining the Park District Citizen Committee. Andrew has lived in Oak Park for over 20 years and is a daily user of the parks. He has been a youth sports coach, adult sports participant, and dog owner. He and his family live near Ridgeland Common.

Andrew attended the August PDCC meeting and expressed his desire to join the committee.

## Recommendation

The Administration and Finance Committee recommends that the Park Board approve the appointment of Andrew France as a member of the Park District Citizen Committee to serve a three-year term.

*Attachment: Application and Letter of Interest*



PARK DISTRICT  
of OAK PARK

## PARK DISTRICT OF OAK PARK

218 Madison Street • Oak Park, IL 60302 • (708) 725-2000 (info) • (708) 725-2301 (fax) • [www.pdop.org](http://www.pdop.org)

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

### Committee Interest Application

Thank you for your willingness to serve your community on one of our volunteer citizen's committees. The following information will assist the Park District in determining the best position for you to utilize your experience, abilities and interests.

**INSTRUCTIONS:** Please complete and submit this application for review to the location listed above.

**Committee you are interested in joining:** (please check all that apply)

☒ Park District Citizen Committee (PDCC)

☐ Greening Advisory Committee (GAC)

☐ Senior Advisory Committee (SAC)

☐ Art Advisory Committee (AAC)

#### APPLICANT INFORMATION Please note, Oak Park residency is required to apply.

Applicant Name ANDREW FRANCE

Address 609 S. Elmwood Ave

City OAK PARK State IL Zip 60304

Email Address andrewfrance@comcast.net

Daytime Phone 312-719-3794 Evening Phone 312-719-3794

Age of Applicant: ☐ Up to 29 years ☒ 30- 54 years ☐ 55 years & up

What park and public space are closest to your residence? Ridgeland PARK

#### AVAILABILITY

Please indicate your availability on a regular basis:

**CHOOSE ONE:** ☐ Daytime ☒ Evening ☐ Anytime (as needed)

**CHOOSE ONE:** ☐ Weekly ☒ Semi-monthly ☒ Monthly ☒ Intermittently

#### EDUCATIONAL DATA

Degrees (if any) Bachelors Degree

Other Educational Experience \_\_\_\_\_

#### COMMUNITY ACTIVITIES, PROFESSIONAL ORGANIZATIONS OR OTHER INTERESTS

Please list any activities you are currently involved with: \_\_\_\_\_

Please indicate how you can best be of service to the Park District of Oak Park: 20+yr resident of Oak

Park, daily user of OP parks. Youth sports coach, Adult sports, dog owner

Applicant's Signature: [Signature] Date 8/22/22

*You are welcome to attach additional information in a resume or write on the back of this form.*