



PARK DISTRICT of OAK PARK

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

**Thursday, May 4, 2023
Directly Following the Annual Meeting**

AGENDA

I. Call to Order/Roll Call

II. Public Comment

Each person is limited to three minutes. The Board may set a limit on the total amount of time allocated to public comments.

III. Parks and Planning Committee – Commissioner Worley-Hood

- A. Perkins&Will Rehm Pool Mater Plan Presentation*
- B. Spring Park Tour Update

IV. Administration and Finance Committee – Commissioner Wick

- A. Apparel Bid Update
- B. Review of Ethics Ordinance*
- C. IDNR Museum Grant for Oak Park Conservatory Update
- D. IDNR PARC Grant Resolution – Rehm Pool Improvement Project*
- E. IDNR OSLAD Grant Resolution – Andersen Park Improvement Project*
- F. Park District Citizen Committee Approval – Kavita Vermani*
- G. Park District Citizen Committee Approval – Kevin K. Lee*
- H. Park District Citizen Committee Approval – Virgil Maurice Woods II*
- I. VOP IGA – Naloxone Box*
- J. Towing Services Contract for 229, 230, and 301 Madison Street*
- K. IAPD Legislative Day Update

V. Recreation and Facility Program Committee – Commissioner Wollmuth

VI. New Business

VII. Closed Session

VIII. Adjournment

* Indicates information attached.

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

Update/Presentation 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.Wood@pdop.org.

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



Memo
*Perkins&Will Rehm Pool Master Plan
Presentation*



Memo



To: Jake Worley-Hood, Chair, Parks and Planning Committee
Board of Park Commissioners

From: Jan Arnold, Executive Director

Date: April 28, 2023

Re: Perkins&Will Rehm Pool Master Plan Presentation

Statement

Rehm Pool, originally built in 1966, received a partial renovation in 1997, a new pool filter and pump/motor was installed in 2010, a play feature was added to the zero edge in 2013, 3 family changing rooms were added to the locker rooms in 2013, new main pool drains were installed and diving well gutter repairs made in 2022. Throughout these renovations and improvements, numerous issues persist. Both pool tanks remain largely the same and with the exception of repairs, retain the majority of the original concrete work. There is also the need for additional modern recreational amenities such as slides and zero depth spray features to meet the needs of our recreational swimming community. The bathhouse has significant outdated plumbing/electric service and significant functional obsolescence, including ingress and egress difficulties, modern locker room amenities and insufficient staff spaces. Although the building currently meets ADA guidelines, there are accessible upgrades needed to improve the experience along with other more inclusive elements.

Discussion

Staff engaged Perkins&Will to conduct a Rehm Pool Master Planning process. The plan generally addresses three goals: 1) repurposing the existing diving well into a safer more engaging space, 2) exploring options to convert the wading pool area to a splash pad, 3) repurposing the existing bathhouse with a focus on improving accessibility, creating an inclusive, non-binary locker and changing space, and providing a new customer check-in area, guard office, improved storage and vending space.

Two community meetings were held, one on March 8 and the other on April 12. There were approximately 35 people in attendance at both meetings. However, over 100 people were registered for both meetings and were sent the link to view, and to participate in the survey. Additionally, all pool pass holders were also emailed the survey for their input.

Recommendation

Perkins&Will will be providing the Board a draft presentation of the Rehm Pool Master Plan featuring recommendations at the May Committee of the Whole meeting.



Memo

Ethics Ordinance

Memo

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

From: Jan Arnold, Executive Director

Date: April 28, 2023

Re: Ethics Ordinance Review



Statement

The Park District of Oak Park is required to have and review an Ethics Ordinance on a continuing basis. The Ethics Ordinance sets forth standards Park District employees and Park District elected officials are to follow in their day-to-day activity on behalf of the District.

Discussion

The District's Ethics Ordinance includes discussion about many topics ranging from the gift ban act and the definition of prohibited political activities. The ordinance is subject to any changes in Illinois law and the District updates the policy as these changes occur. The ordinance was last updated in 2015. There are no updates to the policy at this point as there have been no legal changes since the last update.

Recommendation

This is an opportunity for a periodic review of the Ethics Ordinance.

Attached: 2015-05-01 Park District of Oak Park Ethics Ordinance

ORDINANCE NO. 2015-05-01

PARK DISTRICT OF OAK PARK ETHICS ORDINANCE

PREAMBLE

WHEREAS, the Illinois General Assembly has enacted the State Officials and Employees Ethics Act (Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003), which is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and

WHEREAS, the Act requires all units of local government and school districts, within six months after the effective date of Public Act 93-615, to adopt ordinances or resolutions regulating the political activities of, and the solicitation and acceptance of gifts by, the officers and employees of such units "in a manner no less restrictive" than the provisions of the Act; and

WHEREAS, it is the clear intention of the Act to require units of local government and school districts to implement regulations that are at least as restrictive as those contained in the Act, and to impose penalties for violations of those regulations that are equivalent to those imposed by the Act, notwithstanding that such penalties may exceed the general authority granted to units of local government to penalize ordinance violations; and

WHEREAS, it is the clear intention of the Act to provide units of local government with all authority necessary to implement its requirements on the local level regardless of any general limitations on the power to define and punish ordinance violations that might otherwise be applicable; and

WHEREAS, because the Act provides for the imposition of significant penalties for violations of said local regulations, it is necessary to adopt the required regulations by Ordinance rather than by Resolution;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF OAK PARK, AS FOLLOWS:

SECTION 1: The Code of Ordinances of Park District of Oak Park is hereby amended by the addition of the following provisions:

ARTICLE 1

DEFINITIONS

Section 1-1. For purposes of this ordinance, the following terms shall be given these definitions:

"Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support

or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

"Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

"Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

"Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

"Contribution" has the same meaning as that term is defined in section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

"Employee" means a person employed by the Park District of Oak Park, whether on a fulltime or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

"Employer" means the Park District of Oak Park.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

"Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

"Officer" means a person who holds, by election or appointment, an office created by statute or ordinance, regardless of whether the officer is compensated for service in his or her official capacity.

"Political activity" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Political organization" means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

"Prohibited political activity" means:

- (1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- (2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- (3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
- (4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (6) Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.
- (7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
- (8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
- (9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- (10) Preparing or reviewing responses to candidate questionnaires.
- (11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
- (12) Campaigning for any elective office or for or against any referendum question.
- (13) Managing or working on a campaign for elective office or for or against any referendum question.

(14) Serving as a delegate, alternate, or proxy to a political party convention.

(15) Participating in any recount or challenge to the outcome of any election.

"Prohibited source" means any person or entity who:

(1) is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;

(2) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;

(3) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or

(4) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

ARTICLE 5

PROHIBITED POLITICAL ACTIVITIES

Section 5-1. Prohibited political activities. (a) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the Park District of Oak Park in connection with any prohibited political activity.

(b) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

(c) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

(d) Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Ordinance.

(e) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

ARTICLE 10

GIFT BAN

Section 10-1. Gift ban. Except as permitted by this Article, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this Section.

Section 10-2. Exceptions. Section 10-1 is not applicable to the following:

(1) Opportunities, benefits, and services that are available on the same conditions as for the general public.

(2) Anything for which the officer or employee, or his or her spouse or immediate family member, pays the fair market value.

(3) Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate.

(4) Educational materials and missions.

(5) Travel expenses for a meeting to discuss business.

(6) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.

(7) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.

(8) Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.

(9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or

employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.

(10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intragovernmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.

(11) Bequests, inheritances, and other transfers at death.

(12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

Section 10-3. Disposition of gifts. An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Ordinance if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501 (c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

ARTICLE 15

ETHICS ADVISOR

Section 15-1. The Executive Director, with the advice and consent of the Board of Commissioners shall designate an Ethics Advisor for the Park District of Oak Park. The duties of the Ethics Advisor may be delegated to an officer or employee of the Park District of Oak Park.

Section 15-2. The Ethics Advisor shall provide guidance to the officers and employees of the Park District of Oak Park concerning the interpretation of and compliance with the provisions of this Ordinance and State ethics laws. The Ethics Advisor shall perform such other duties as may be delegated by the Board of Park Commissioners.

ARTICLE 20

ETHICS COMMISSION

Section 20-1. There is hereby created a commission to be known as the Ethics Commission of Park District of Oak Park. The Commission shall be comprised of three members appointed by the President of the Board with the advice and consent of the Board of Commissioners. No person shall be appointed as a member of the Commission who is related, either by blood or by marriage up to the degree of first cousin, to any elected officer of Park District of Oak Park.

Section 20-2. All commissioners shall be appointed to 1-year terms. Commissioners may be reappointed to serve subsequent terms. At the first meeting of the Commission, the commissioners shall choose a chairperson from their number. Meetings shall be held at the call of the chairperson or any 2

commissioners. A quorum shall consist of two commissioners, and official action by the commission shall require the affirmative vote of two members.

Section 20-3. The President of the Board, with the advice and consent of the Board of Commissioners, may remove a commissioner in case of incompetency, neglect of duty or malfeasance in office after service on the commissioner by certified mail, return receipt requested, of a copy of the written charges against the commissioner and after providing an opportunity to be heard in person or by counsel upon not less than 10 days' notice. Vacancies shall be filled in the same manner as original appointments.

Section 20-4. The Commission shall have the following powers and duties:

(1) To promulgate procedures and rules governing the performance of its duties and the exercise of its powers.

(2) Upon receipt of a signed, notarized, written complaint, to investigate, conduct hearings and deliberations, issue recommendations for disciplinary actions, impose fines in accordance with Section 25-1(c) of this Ordinance and refer violations of Article 5 or Article 10 of this Ordinance to the appropriate attorney for prosecution. The Commission shall, however, act only upon the receipt of a written complaint alleging a violation of this Ordinance and not upon its own prerogative.

(3) To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated the provisions of this Ordinance.

(4) To compel the attendance of witnesses and to compel the production of books and papers pertinent to an investigation. It is the obligation of all officers and employees of the Park District of Oak Park to cooperate with the Commission during the course of its investigations. Failure or refusal to cooperate with requests by the Commission shall constitute grounds for discipline or discharge.

(5) The powers and duties of the Commission are limited to matters clearly within the purview of this Ordinance.

Section 20-5. (a) Complaints alleging a violation of this Ordinance shall be filed with the Ethics Commission.

(b) Within 3 business days after the receipt of a complaint, the Commission shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. The Commission shall send by certified mail, return receipt requested, a confirmation of the receipt of the complaint to the complainant within 3 business days after receipt by the commission. The notices to the respondent and the complainant shall also advise them of the date, time, and place of the meeting to determine the sufficiency of the complaint and to establish whether probable cause exists to proceed.

(c) Upon not less than 48 hours' public notice, the Commission shall meet to review the sufficiency of the complaint and, if the complaint is deemed sufficient to allege a violation of this Ordinance, to determine whether there is probable cause, based on the evidence presented by the complainant, to proceed. The meeting may be closed to the public to the extent authorized by the Open Meetings Act. The Commission shall issue notice to the complainant and the respondent of the Commission's ruling on the sufficiency of the complaint and, if necessary, on probable cause to proceed within 7 business days after receiving the complaint. If the complaint is deemed sufficient to allege a violation of Article 10 of this Ordinance and there is a determination of probable cause, then the

Commission's notice to the parties shall include a hearing date scheduled within 4 weeks after the complaint's receipt. Alternatively, the Commission may elect to notify in writing the attorney designated by the Board of Park Commissioners to prosecute such actions and request that the complaint be adjudicated judicially. If the complaint is deemed not sufficient to allege a violation or if there is no determination of probable cause, then the Commission shall send by certified mail, return receipt requested, a notice to the parties of the decision to dismiss the complaint, and that notice shall be made public. If the complaint is deemed sufficient to allege a violation of Article 5 of this Ordinance, then the Commission shall notify in writing the attorney designated by the Board of Park Commissioners to prosecute such actions and shall transmit to the attorney the complaint and all additional documents in the custody of the Commission concerning the alleged violation.

(d) On the scheduled date and upon at least 48 hours' public notice of the meeting, the Commission shall conduct a hearing on the complaint and shall allow both parties the opportunity to present testimony and evidence. The hearing may be closed to the public only if authorized by the Open Meetings Act.

(e) Within 30 days after the date the hearing or any recessed hearing is concluded, the Commission shall either (i) dismiss the complaint or (ii) issue a recommendation for discipline to the alleged violator and to the Executive Director or President of the Board of Commissioners, or impose a fine upon the violator, or both. The particular findings in the case, any recommendation for discipline, and any fine imposed shall be a matter of public information.

(f) If the hearing was closed to the public, the respondent may file a written demand for a public hearing on the complaint within 7 business days after the issuance of the recommendation for discipline or imposition of a fine, or both. The filing of the demand shall stay the enforcement of the recommendation or fine. Within 14 days after receiving the demand, the Commission shall conduct a public hearing on the complaint upon at least 48 hours' public notice of the hearing and allow both parties the opportunity to present testimony and evidence. Within 7 days thereafter, the Commission shall publicly issue a final recommendation to the alleged violator and to the Executive Director or President of the Board of Commissioners or impose a fine upon the violator, or both.

(g) If a complaint is filed during the 60 days preceding the date of any election at which the respondent is a candidate, the Commission shall render its decision as required under subsection (e) within 7 days after the complaint is filed, and during the 7 days preceding that election, the Commission shall render such decision before the date of that election, if possible.

(h) The Commission may fine any person who intentionally violates any provision of Article 10 of this Ordinance in an amount of not less than \$1,001 and not more than \$5,000. The Commission may fine any person who knowingly files a frivolous complaint alleging a violation of this Ordinance in an amount of not less than \$1,001 and not more than \$5,000. The Commission may recommend any appropriate discipline up to and including discharge.

(i) A complaint alleging the violation of this Act must be filed within one year after the alleged violation.

ARTICLE 25

PENALTIES

Section 25-1. Penalties. (a) A person who intentionally violates any provision of Article 5 of this Ordinance may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

(b) A person who intentionally violates any provision of Article 10 of this Ordinance is subject to a fine in an amount of not less than \$1,001 and not more than \$5,000.

(c) Any person who intentionally makes a false report alleging a violation of any provision of this Ordinance to the local enforcement authorities, the State's Attorney or any other law enforcement official may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

(d) A violation of Article 5 of this Ordinance shall be prosecuted as a criminal offense by an attorney for the Park District of Oak Park by filing in the circuit court information, or sworn complaint, charging such offense. The prosecution shall be under and conform to the rules of criminal procedure. Conviction shall require the establishment of the guilt of the defendant beyond a reasonable doubt. A violation of Article 10 of this Ordinance may be prosecuted as a quasi-criminal offense by an attorney for the Park District of Oak Park, or, if an Ethics Commission has been created, by the Commission through the designated administrative procedure.

(e) In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of Article 5 or Article 10 of this Ordinance is subject to discipline or discharge.

SECTION 2: This Ordinance shall be in effect upon its passage and approval as provided by law.



Memo

PARC Resolution – Rehm Pool Improvement Project

Memo



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

From: Jan Arnold, Executive Director

Date: April 28, 2023

Re: Illinois Department of Natural Resources PARC Grant Resolution
of Authorization for Rehm Pool Improvement Project

Statement

To complete the PARC grant application to request funding for the Rehm Pool Improvement Project, a Resolution of Authorization must be adopted by the Park Board.

Discussion

Staff engaged Perkins&Will to conduct a Rehm Pool Master Planning process. The plan generally addresses three goals: 1) repurposing the existing diving well into a safer more engaging space, 2) exploring options to convert the wading pool area to a splash pad, 3) repurposing the existing bathhouse with a focus on improving accessibility, creating an inclusive, non-binary locker and changing space, and providing a new customer check-in area, guard office, improved storage and vending space.

Once IDNR releases the PARC applications, Park District staff will complete the application and submit. Funding will more than likely not be announced until early 2024.

Recommendation

Staff recommends that the Park Board adopt the Resolution of Authorization for the State of Illinois Department of Natural Resources PARC grant application for the Rehm Pool Improvement Project and authorize Executive Director Arnold to sign the agreement.

1. Project Sponsor: Park District of Oak Park
2. Project Title: Rehm Pool Improvement Project

The Park District of Oak Park hereby certifies and acknowledges that it has 100% of the funds
(local project sponsor)
necessary to complete the pending PARC project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR indoor or outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

ALL Projects
It is understood that the project should be completed within the timeframe established in the project agreement and the Final Billing reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements, and relieves DNR from further payment obligations on the grant.

The Park District of Oak Park further acknowledges and certifies that it will comply with
(local project sponsor)
all terms, conditions and regulations of 1) the Park and Recreational Facility Construction Grant Program (PARC) (17 IL Adm. Code 3070) 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et.seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with PARC assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public indoor or outdoor recreation purposes in accordance with the PARC programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR.

BE IT FURTHER PROVIDED that the Park District of Oak Park certifies to the best of its
(local project sponsor)
knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Park District of Oak Park
(local project sponsor)
at a legal meeting held on the _____ day of _____, 2023.

(Authorized Signature)

(Title)

ATTESTED BY: _____



Memo
*OSLAD Resolution – Andersen Park
Improvement Project*

Memo



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

From: Jan Arnold, Executive Director

Date: April 28, 2023

Re: Illinois Department of Natural Resources OSLAD Grant Resolution
of Authorization for Andersen Park Improvement Project

Statement

To complete the OSLAD grant application to request funding for Andersen Park Improvement Project, a Resolution of Authorization must be adopted by the Park Board.

Discussion

Planning Resources Inc. (PRI) was hired in 2006, to create the Andersen Park Master Plan. This was accomplished through a series of community meetings. Phase one improvements were completed at Andersen Park in 2006.

The PDOP engaged PRI to assist in facilitating the master plan review for Andersen Park. A community meeting was held on October 27, at the Andersen Park Center to review the existing master plan and to collect input from the community regarding additional improvements. Approximately 15 community members attended the meeting.

Adjustments were made to include providing an option for the area under the Elm tree if it has to be removed before this plan is implemented per the request of the Park Board. PRI also added an additional bike rack and curb cut near the south entrance of the park.

Staff will plan to submit an OSLAD grant application for 50% of the cost of the project up to \$600,000, as soon as IDNR releases the application. Awards will not likely be made until early 2024.

Recommendation

Staff recommends that the Park Board adopt the Resolution of Authorization for the State of Illinois Department of Natural Resources OSLAD grant application for Andersen Park Improvement Project and authorize Executive Director Arnold to sign the agreement.

1. Project Sponsor: **Park District of Oak Park**
2. Project Title: **Andersen Park Improvement Project**

The **Park District of Oak Park** hereby certifies and acknowledges that it has 100% of the funds
(local project sponsor)
necessary (includes cash and value of donated land) to complete the pending OSLAD/LWCF project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition Projects

It is understood that the project sponsor has up to twelve (12) months following project approval to acquire the subject property (*petition to condemn must be filed for acquisitions involving eminent domain*) and three (3) months following acquisition closing to submit a final reimbursement billing request to the IDNR (*excluding eminent domain cases*).

Development Projects

It is understood that the local project sponsor has six (6) months following project approval to initiate project development and a total of 24 months to complete said development with a Final Billing request submitted to IDNR within three (3) months following completion.

The **Park District of Oak Park** further acknowledges and certifies that it will comply with all
(local project sponsor)
terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025) or federal Land & Water Conservation Fund (LWCF) program (17 IL Adm. Code 3030), as applicable, 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe conditions, keep the facilities open to the general public during reasonable hours consistent with the type of facility, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD/LWCF assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD/LWCF programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR.

BE IT FURTHER PROVIDED that the **Park District of Oak Park** certifies to the best of its
(local project sponsor)
knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the **Park District of Oak Park**
(local project sponsor)
at a legal meeting held on the _____ day of _____, **2023**.

(Authorized Signature)

(Title)

ATTESTED BY: _____



Memo

Park District Citizen Committee Application – Kavita Vermani

Memo

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

From: Jan Arnold, Executive Director

Date: April 28, 2023

Re: Park District Citizen Committee Application – Kavita Vermani



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 11 members on the committee. Kavita Vermani has expressed interest in joining the Park District Citizen Committee. Kavita has been a member of the Oak Park community for almost 13 years. Kavita also has two young children and has participated in a wide variety of Park District programs. Kavita has also been involved with NextUp Chicago, OPRF South Asian Group Lead, PTO Volunteer at Hatch, Housing Forward and Beyond Hunger, and is an OPPD Co-Ed Softball Player. Kavita has a strong interest in being a voice of the community to the Park District. Kavita also has experience in serving non-profit boards which includes fundraising and long-range mission/vision planning. Kavita attended the April PDCC meeting and expressed her desire to join the committee.

Recommendation

Staff recommends that the Park Board approve the appointment of Kavita Vermani as a member of the Park District Citizen Committee to serve a three-year term.

Attachment: PDCC Application



PARK DISTRICT OF OAK PARK

218 Madison Street • Oak Park, IL 60302 • (708) 725-2000 (info) • (708) 725-2301 (fax) • 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 Kavita Vermani

Address 1225 Fair Oaks Ave

City Oak Park State IL Zip 60302

Email Address KDVERMANI@GMAIL.COM

Daytime Phone 612-237-7974 Evening Phone 612-237-7974

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

What park and public space are closest to your residence? Taylor Park, Hatch and Mann Schools, Lindberg 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) MBA: Marketing/Social Enterprise

Other Educational Experience _____

COMMUNITY ACTIVITIES, PROFESSIONAL ORGANIZATIONS OR OTHER INTERESTS

Please list any activities you are currently involved with: NextUp Chicago- Chapter Member; OPRF South Asian Group Lead

PTO Volunteer at Hatch, Housing Forward and Beyond Hunger; OPPD Co-Ed Softball Player

Please indicate how you can best be of service to the Park District of Oak Park: I am a big proponent of community programming and have a strong interest in being a voice of the community to the Park District while keeping an equity lens on how the PD delivers against their mission/vision. I have experience serving on Non-Profit boards, including fundraising and long range mission/vision planning. I will leverage my project management expertise, including experience working with crossfunctional teams to be a productive committee member.

Applicant's Signature: Kavita Vermani

Date 4/17/2023

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



Memo

Park District Citizen Committee Application – Kevin K. Lee

Memo

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

From: Jan Arnold, Executive Director

Date: April 28, 2023

Re: Park District Citizen Committee Application – Kevin K. Lee



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 11 members on the committee. Kevin K. Lee has expressed interest in joining the Park District Citizen Committee. Kevin has been involved with Calvary Memorial Church in Oak Park, pickleball, and various children's programs. Kevin has an interest in being a voice to the community for their demographic as his kids are in middle school and also attend OPRF. Kevin attended the March PDCC meeting and expressed his desire to join the committee.

Recommendation

Staff recommends that the Park Board approve the appointment of Kevin K. Lee as a member of the Park District Citizen Committee to serve a three-year term.

Attachment: PDCC Application



PARK DISTRICT
of OAK PARK

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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 KEVIN K. LEE

Address 1120 EDMER AVE

City OAK PARK, IL State IL Zip 60302

Email Address KEVIN K LEE 123 @ YAHOO.COM

Daytime Phone (773) 405-8213 Evening Phone _____

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

What park and public space are closest to your residence? TAYLOR 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) BACHELOR

Other Educational Experience _____

COMMUNITY ACTIVITIES, PROFESSIONAL ORGANIZATIONS OR OTHER INTERESTS

Please list any activities you are currently involved with: CANARY MEMORIAL CHURCH, PICKISBANK,
VARIOUS CHILDRENS PROGRAMS

Please indicate how you can best be of service to the Park District of Oak Park: I'LL PROVIDE A COMMUNITY VOICE
FOR MY DEMOGRAPHIC (KIDS ARE IN MIDDLE SCHOOL & APT)

Applicant's Signature: [Signature] Date 2/28/23

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



Memo

Park District Citizen Committee Application – Virgil Maurice Woods II

Memo

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

From: Jan Arnold, Executive Director

Date: April 28, 2023

Re: Park District Citizen Committee Application – Virgil Maurice Woods II



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 11 members on the committee. Virgil Maurice Woods II has expressed interest in joining the Park District Citizen Committee. Virgil lives in Oak Park and closest to the Community Recreation Center. Virgil attended the April PDCC meeting and expressed his desire to join the committee.

Recommendation

Staff recommends that the Park Board approve the appointment of Virgil Maurice Woods II as a member of the Park District Citizen Committee to serve a three-year term.

Attachment: PDCC Application



PARK DISTRICT
of OAK PARK

PARK DISTRICT OF OAK PARK

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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 Virgil Maurice Woods II

Address 32 Washington Blvd Unit 3A

City Oak Park State Illinois Zip 60302

Email Address v2creative@outlook.com

Daytime Phone 773-746-8109 Evening Phone 773-746-8109

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

What park and public space are closest to your residence? Community Recreation Center

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) BA in Advertising, Minor Art History Studies

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: _____

Applicant's Signature:  Date 4/24/23

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



Memo

VOP IGA – Naloxone Box

Memo

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

From: Maureen McCarthy, Superintendent of Recreation

CC: Jan Arnold, Executive Director

Date: May 4, 2023

Re: Intergovernmental agreement between the
Park District and Village of Oak Park – Naloxone Box



Statement

The Village of Oak Park reached out to the Park District to request permission to install a box on the side of the Maple Park Comfort Station and stock it with Naloxone for the public to be able to access.

Discussion

The Village is installing Naloxone boxes through the Village of Oak Park to allow citizens to access Naloxone in the case of an overdose or if they have a loved one who is a drug user and they would like to have this lifesaving item available in case of an overdose. The Village of Oak Park will maintain and stock the boxes weekly.

Recommendation

We are recommending entering into this agreement to allow the Village of Oak Park to install, stock and maintain a Naloxone box on the side of the comfort station in Maple Park.

Attachment: VOP IGA – Naloxone Box

**NALOXONE BOX INTERGOVERNMENTAL AGREEMENT BETWEEN
THE PARK DISTRICT OF OAK PARK AND THE VILLAGE OF OAK PARK**

THIS NALOXONE BOX INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Agreement”) is made as of _____ 2023 (hereinafter referred to as the “Effective Date”) by the Park District of Oak Park, an Illinois municipal corporation (hereinafter referred to as the “Park District”) and the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”).

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

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (hereinafter referred to as the “Act”) also authorizes intergovernmental cooperation and agreements; and

WHEREAS, the Village and the Park District are public agencies as that term is defined by the Act; and

WHEREAS, the Village wishes a Naloxone box (hereinafter referred to as the “Box”) to be installed on Park District property within Maple Park, 1105 South Maple Avenue, in the Village (hereinafter referred to as the “Property”); and

NOW, THEREFORE, in consideration of the terms of this Agreement, the Park District and the Village agree as follows:

Section 1. Recitals Incorporated. The foregoing recitals are incorporated into this Agreement by this reference as findings of the Park District and the Village.

Section 2. Box Procurement. The Village shall purchase and install the Box at no charge to the Park District on the wall of the bathroom facility at the Property. The Village shall perform any and all necessary modifications to the Box prior to the box being installed.

Section 3. Box Installation. The Park District shall allow the Village to enter onto the Property at a mutually convenient time in order for the Village install the Box. Upon the Box’s installation, the Village will continue to maintain ownership and control of the Box.

Section 4. Box Maintenance. The Village shall solely be responsible for any and all maintenance of the Box upon its installation by the Village. This includes being responsible for routinely checking and refilling the contents of the Box on a regular basis and replacing, at its own expense, the Box if it is damaged or vandalized.

Section 5. Village Indemnification of Park District. The Village shall indemnify, hold harmless, and defend the Park District from any and any and all claims, causes of actions, damages, lawsuits, administrative proceedings, and costs and expenses including without limitation all reasonable attorney fees, that are caused by, arise from, or relate to the installation of the Box under this Agreement and the maintenance thereof, except for the negligent or willful acts or omissions of the Park District.

Section 6. Amendments. The terms of this Agreement may be amended only by a written amendment approved by the corporate authorities of the Park District and the Village.

Section 7. Entire Agreement. This Agreement is the entire agreement between the Park District and the Village related to the Box. Any oral representations related to the Box have no force or effect, and modifications to this Agreement must be in writing and must be signed by all parties to this Agreement. No right or interest in this Agreement shall be assigned, in whole or in part, by either party without the prior written consent of the other party.

Section 9. No Assignment of Rights; No Third-Party Rights. Neither the Village nor the Park District may assign any of its rights or benefits under this Agreement to any entity or person. The rights and benefits under this Agreement are exclusive to the Village and the Park District and do not inure to any successors of the Village or the Park District. This Agreement is not intended to, and does not, confer any rights on any third party.

Section 10. Notices. Any notice under this Agreement will be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by e-mail to the persons and addresses indicated below:

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
E-mail: villagemanager@oak-park.us

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

Notice by certified mail and notice by e-mail will be deemed effective on the first business day after the notice is sent.

Section 11. Waiver. No waiver by either the Village or the Park District of any breach of this Agreement will be deemed to imply or be a waiver of any other breach at any time of this Agreement.

Section 12. Governing Law. The laws of the State of Illinois will apply to the interpretation of this Agreement.

Section 13. Binding Authority. The Village and the Park District each represent that the persons signing this Agreement have been properly authorized by the corporate authorities to do so.

Section 14. Severability. If any of the provisions of this License shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this License.

Section 15. Effective Date. The effective date of this Agreement as reflected above shall be the last date of its execution by either the Village or the Park District.

Section 16. Headings and Titles. The headings and titles provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

Section 17. Counterparts; Facsimile or PDF Signatures. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Village and the Park District have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

PARK DISTRICT OF OAK PARK

Kevin J. Jackson, Village Manager

Kassie Porreca, Park Board President

Date: _____, 2023

Date: _____, 2023

ATTEST

ATTEST

Christina M. Waters, Village Clerk

Chris Wollmuth, Park Board Secretary

Date: _____, 2023

Date: _____, 2023



Memo

Towing Services Contract for 229, 230, and 301 Madison Street



Memo

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

From: Jan Arnold, Executive Director

Date: April 28, 2023

Re: Towing Services Contract for 229, 230, and 301 Madison Street



Statement

As staff are preparing for the opening of the Community Recreation Center (CRC) on May 22nd, staff have reviewed a contract with Team Towing & Recovery, Inc. for towing services for vehicles parked at 229, 230, and 301 Madison Street after CRC closing times.

Discussion

The Park District will not allow overnight parking at any of its three lots that are to support the CRC since the facility opens at 5:30am for our members. Vehicles that are in the lot 30 minutes after closing will be called in for relocation at the owner's expense.

The relocation contract with Team Towing & Recovery, Inc. includes relocation or towing of all un-authorized or trespassing vehicles from 229, 230, and 301 Madison Street after CRC closing times. Four signs warning un-authorized or trespassing vehicles will be provided by Team Towing & Recovery, Inc. for the duration of the agreement. These warning signs will also be periodically cleaned, repaired (when damage is noted), and replaced (if stolen or unusable) by Team Towing & Recovery. A one-time installation fee of \$150 will be charged to the Park District per sign.

Recommendation

Staff recommends that the Park Board review and consider the relocation contract with Team Towing & Recovery, Inc. for towing services for vehicles parked at 229, 230, and 301 Madison Street after CRC closing times.

Attachment: Team Towing & Recovery, Inc. Relocation Contract

TEAM TOWING & RECOVERY, INC.

RELOCATION CONTRACT

RELOCATOR

Team Towing & Recovery, Inc.

2755 Division St

Melrose Park, IL 60160

Phone (847)451-8001

2424 Wisconsin Ave

Downers Grove, IL 60515

3535 S. State St

Lockport, IL 60441

ILL.C.C. 90 RTV-R/97558

PROPERTY OWNER OR AGENT

Jan Arnold

Name of Signatory (Please Print)

Park District of Oak Park

Name of Company (Please Print)

218 Madison

Oak Park, IL 60302

Company Mailing Address

218 Madison, Oak Park, IL 60302

Company Area Code and Telephone No.

708-725-2020

Fax No.

jan.arnold@pdop.org

Email

RELOCATOR and PROPERTY OWNER OR AGENT, for good and valuable consideration, including the promises contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following terms and conditions:

1. Type of Contract: ☒ Call ☐ Patrol ☐ Other: _____
2. PROPERTY OWNER OR AGENT hereby authorizes and direct RELOCATOR to relocate or tow all un-authorized or trespassing vehicles from the following private property(s):

229 Madison St., Oak Park, IL 60302

301 Madison St., Oak Park, IL 60302

230 Madison St., Oak Park, IL 60302

See Attached Sheet for Additional Details

3. The parking limits for these property(s) are as follows, and all vehicles parked in violation of these limits are un-authorized or trespassing vehicles:

Parked in space after Community Recreation Center closing times, which varies by day of week.

See Attached Sheet for Additional Details

4. PROPERTY OWNER OR AGENT authorizes the following person(s) to make calls and issue orders to RELOCATOR to relocate or tow un-authorized or trespassing vehicles from said property(s):

Chris Lindgren, Chad Drufke, Annie Banuet, Chris Evans, Maureen McCarthy and Nelson Acevedo

See Attached Sheet for Additional Details

5. PROPERTY OWNER OR AGENT shall be responsible for correct and proper identification of vehicles to be relocated or towed.
6. PROPERTY OWNER OR AGENT understands that any temporary orders to not relocate or tow a particular vehicle(s), or to not relocate or tow from a particular property(s), cannot exceed fourteen(14) days in duration, and that it is the responsibility of PROPERTY OWNER OR AGENT to renew temporary orders when necessary.
7. 4 sign(s) warning that un-authorized or trespassing vehicles will be relocated or towed from the above-described property(s) shall be provided by RELOCATOR to PROPERTY OWNER OR AGENT for the duration of this Agreement, and installed at such address(s) by RELOCATOR.
8. Said warning signs will remain the property of RELOCATOR. RELOCATOR shall periodically clean each sign installed under this Agreement, repair any such signs that are damaged, and replace any such signs which are stolen or unusable.
9. RELOCATOR will make every effort to remove such warning signs from the property within fourteen (14) days after termination of this Agreement.
10. RELOCATOR shall have the absolute right to enter upon said property(s) to install, clean, maintain, replace, or remove warning signs.

11. RELOCATOR shall charge all fees for relocation or towing under this Agreement to the owner or operator of relocated or towed vehicles in accordance with applicable law.
12. PROPERTY OWNER OR AGENT assigns any and all rights, claims, liens, and causes of action it may have concerning vehicles relocated or towed under this Agreement, or their owners or operators, in law or equity, directly or by counterclaim, for such damages or other relief as may be allowed by applicable law.
13. PROPERTY OWNER OR AGENT shall pay to RELOCATOR the following fees:
 - a. A one-time installation fee of \$ 150.00 per sign;
 - b. An annual sign maintenance fee of \$ 0.00 for each calendar year or portion thereof during which this Agreement is in effect; and
 - c. An annual contract fee of \$ 0.00 for each calendar year or portion thereof during which this Agreement is in effect.
14. Such fees shall be no later than the tenth (10th) calendar day following the execution of this Agreement. Annual fees shall also be due on each anniversary date thereof. All fees shall be non-refundable. It is understood that these fees are assessed to partially defray the expense of executing this Agreement and deterring illegally parked or trespassing vehicles by use of warning signs.
15. RELOCATOR will indemnify and hold PROPERTY OWNER OR AGENT, its employees and agents, harmless from and against any and all claims, demands, actions, causes of action, proceedings of any kind, orders, decrees, judgements, losses, damages, reasonable expenses (including without limitation attorney's fees and court costs), and other liabilities to the extent arising out of the negligent or unlawful acts of omissions of RELOCATOR, its employees or agents;
16. PROPERTY OWNER OR AGENT will indemnify and hold RELOCATOR, its employees and agents, harmless from and against any and all claims, demands, actions, causes of action, proceedings of any kind, orders, decrees, judgements, losses, damages, reasonable expenses (including without limitation attorney's fees and court costs), and other liabilities to the extent arising out of the negligent or unlawful acts of omissions of PROPERTY OWNER OR AGENT, its employees or agents;
17. In addition to any other fees or costs provided by this Agreement or applicable law, the non-prevailing party agrees to pay the prevailing party's reasonable attorney's fees, court costs, and other expenses incurred by that party in enforcing this Agreement
18. RELOCATOR will secure and maintain in effect, at its own expense, all licenses, permits, or approvals required under applicable law pertaining to its activities under this Agreement.
19. This Agreement takes effect upon execution and shall remain in effect until terminated in accordance with provisions herein.
20. This Agreement may be terminated by either party only upon ten (10) days written notice by certified or registered mail, return receipt requested, to the Illinois Commerce Commission and to the relocater at the address shown above.

21. General Provisions.

a. This Agreement may be amended or otherwise modified only by signed, written agreement of all parties hereto.

b. This Agreement sets forth the entire, final and exclusive Agreement and understanding of the parties in respect to the matters covered hereby.

c. All payments, notices and other correspondence related to this Agreement shall be given to the appropriate party in writing at the address shown above. Shall be deemed to have been given and effective as follows:

(i) When delivered personally, or

(ii) If mailed, four (4) days after being deposited in the U.S. mail, registered or certified, return receipt requested, to the address shown above, or

(iii) If deposited with a commercial courier for next day delivery, two (2) days after being deposited.

d. This Agreement shall be binding upon the successors of the respective parties hereto, including any person or entity who succeeds the PROPERTY OWNER OR AGENT as property owner or agent.

e. This Agreement and all disputes hereunder shall be governed by the laws of the State of Illinois. Venue and jurisdiction over all disputes arising under or in connection with this Agreement shall reside in the courts of Cook County, Illinois, and the parties hereby consent to removal of any proceeding filed elsewhere to the courts of Cook County, Illinois.

f. The failure of any party at any time to require the performance of any provision of this Agreement shall not affect its right to enforce the provision at a later time. No waiver of any nature by any party, whether by conduct or otherwise, shall be deemed to be a continuing waiver.

IN WITNESS WHEREOF, the parties have set their hands this 18 day of May, 2023

RELOCATOR:

PROPERTY OWNER OR AGENT:

Signature

By: _____

Signature

By: Jan R. Arnold

EMAIL