

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

Thursday, December 4, 2025, 7:30pm

### **AGENDA**

### I. Call to Order/Roll Call

### II. Public Comment

Each person is limited to three minutes. The Board sets a limit of 30 minutes for public comments.

### III. Parks and Planning Committee – Commissioner Worley-Hood

- A. Barrie Park Master Plan Presentation
- B. Longfellow Playground Sourcewell Purchase Approval\*
- C. Longfellow Park Portland Loo Sole Source Purchase Approval\*

### **IV.** Administration and Finance Committee – Commissioner Wollmuth

- A. Draft IGA Oak Park Township-PDOP\*
- B. 2026 Board Action Calendar\*
- C. Letter to WSSRA of Appointment of Representatives\*
- D. Bi-Annual Review of Closed Session Minutes\*
- E. PACT Agreements\*
- F. Administrative and Board Policy Manual Update\*
- G. Personnel Policy Manual Update\*
- H. Crisis Management Plan Update\*
- I. Safety Manual Update\*

### V. Recreation and Facility Program Committee – Commissioner Lentz

- VI. New Business
- VII. <u>Closed Session</u>
- VIII. Adjournment

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 <a href="mailto:karen.gruszka@pdop.org">karen.gruszka@pdop.org</a>.

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

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



### Memo

To: Jake Worley Hood, Chair, Parks and Planning Committee

**Board of Park Commissioners** 

From: Bill Hamilton, Superintendent of Properties and Planning

CC: Jan Arnold, Executive Director

Date: November 26, 2025

Re: Longfellow Playground Sourcewell Purchase Approval



### **Statement**

Acquired in 1920, the park was named after the American poet, Henry Wadsworth Longfellow. The recreation center was built in 1966, in the same style as the Fox Center.

The most recent park master plan was completed in December of 2023 based on feedback from the community meeting held in October of 2023. At that meeting, community members expressed a large amount of support for an updated playground, dedicated pickleball courts, and splash pad improvements.

### **Discussion**

In February 2025, the Park Board approved a design contract with Planning Resources, Inc. to create the drawings, specifications, and provide construction services for the Longfellow Park Development Project.

The Master Plan Improvements for this project primarily focus on an updated playground, a new and improved splash pad, and dedicated pickle ball courts. The project will also feature native gardens and a resurfaced basketball court.

Bid documents, drawings and specifications were completed by Planning Resources, Inc in September. The documents included the base bid, and three alternates. Alternate 1 and 2 for design options to resurface the basketball court and Alternate 3 to paint the splash pad surface.

The project's bid opening was held on October 30, 2025, at 218 Madison St. at 10am. Hacienda Landscaping, Inc. submitted the lowest bid of the five bids received and was determined to be the lowest responsive, responsible bidder. The Park Board awarded a construction contract to Hacienda Landscaping, Inc. on November 11, 2025, at the Regular Board Meeting.

Alongside the construction contract for this project is the Park District's direct purchase of the playground & splash pad equipment, and playground safety turf grass surface. The pricing for these

items is competitively bid through Sourcewell Contracts which the Park District has utilized to lower costs on past projects.

The purchases will be made using two vendors, Landscape Structures, Inc., for the playground and splash pad equipment and Forever Lawn for the safety turf grass surface.

•	Landscape Structures - Playground Equipment	\$435,638.00
•	Landscape Structures - Splash Pad Equipment	\$ 79,928.00
•	Forever Lawn – Playground Grass Ultra	<u>\$172,689.98</u>

Total \$688,255.98

The total budget in the 2026 Capital Plan for the project is \$2,797,450.00.

### Recommendation

Staff recommend the Park Board of Commissioners consider and approve the purchase of the playground equipment, splash pad equipment, and the playground safety turf grass surface for the Longfellow Park Development Project. Staff will attend the Committee of the Whole Meeting to answer any concerns.



ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185

November 18, 2025

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LSI SOURCEWELL#: 010521

BILL TO: Oak Park Park District 218 Madison St Oak Park, IL 60302 SHIP TO: TBD

PROJECT NAME: Longfellow Park, Oak Park, Illinois - Play Equipment CALL 24 HOURS PRIOR TO DELIVERY:

QTY.	NO.	DESCRIPTION		UNIT	PRICE	E	RICE
2	4000444	2-5 Year Olds Play Equipment				•	0.050
1	132844A	Ramp Deck To Ground Perm Barrier				\$	6,250
1	138405A	Ramp Exit Plate DB					775
1	111364A	Loop Ladder 48"Dk DB					1,305
1	135346A	Pod Climber 16"Dk DB					865
5	179349A	Kick Plate 8"Rise		\$	160		800
1	111238A	Square Deck Corner					1,020
2	111239A	Square Deck Extension			1,070	70 95 80	2,140
3	111237A	Square Tenderdeck			1,095	70 95 80	3,285
4	117495A	Triangular Tenderdeck			880	0 0 5 0 0	3,520
1	179362A	Tri-Deck Kick Plate 8"Rise					235
1	111300A	Ball Maze Panel Above Deck					1,600
1	124333A	Hourglass Panel Above Deck					2,170
1	111298A	Mirror Panel Above Deck					1,390
1	119515A	Pilot Panel Above Deck					1,390
1	117945B	Wire Barrier Tri-Deck w/Wheel			100	)	1,285
1	117946A	Wire Barrier Above Deck					690
4	119977A	Handbar			255		1,020
1	129967A	Horizontal Ladder					1,330
1	129968A	Horizontal Ladder End Panel				1,095 880	415
1	111397B	114"Post DB					415
2	111397A	128"Post DB			500		1,000
4	111396C	129"Post For Roof DB			435		1,740
2	111397G	74"Post DB			360		720
5	111397F	82"Post DB			380		1,900
5	111397D	98"Post DB		\$	395		1,975
1	179239B	Super Square Shingle Roof Poly		2.5			5,245
1	132155A	Double Slide 32"Dk DB					2,565
1	143480A	SpyroSlide Off 48"Dk DB					7,955
1	120711A	Pod Climber 16" DB					395
1	120710A	Pod Climber 8" DB					390
	.20110/1		Subtotal			\$	55,785
						1.00	

Longfellow Park, Oak Park, Illinois - Play Equipment 'November 18, 2025 Page 2 OF 3

ALSO: 1 1 1 1 1	100005D 228212A 228214A 355992A 277778A	90*Curved Tunnel DB Rhapsody Ditty Metallophone DB Rhapsody Warble Chimes DB Symbol Communication Sign English-English w/2 Post DE We-Go-Swing w/1 Accessible Bay DB Only Subtotal	<u>.</u>	\$ \$	3,090 4,470 6,580 2,300 43,020 59,460
2 1	176038G 177336A	2-Place Toddler Swing Arm with 2 Full Bucket Seats Full Bucket Seat ProGuard Chains for Toddler Swing Toddler Swing Frame DB Only Subtotal	\$ 485	\$ - \$	970 1,545 2,515
1	354107A includes:	5-12 Year Olds Play Equipment  Volo Aire w/2 Slides Standard Perf. DB  148" Tunnel Slide  238" Turbo Twister Tunnel Slide  48" Double Wave Slide  96" Alpine Slide  Corkscrew Climber  Crux Climber (48" & 80")  Firepole  Flexx Climber  Inclined Belt Bridge  Oodle Seat Climber  Pentagon Climber  Rung Climber  Saddle Climber  Seek and Find Panel  Shape Sliders  Slack Lines  Spring Steppers  Swiggleknots Bridge  Talk Tube  Talk Tube Magnet Panel  Wave Belt Climber		\$ 2	294,000
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB			-
ALSO: 1	148637A	Seesaw 4-Seats DB		\$	4,825
1 1 1	214443A 214442A 214445A 214444A	Outdoor Musical Instruments Rhapsody Goblet Drum DB Rhapsody Grandioso Chimes DB Rhapsody Kettle Drum DB Rhapsody Kundu Drum DB Subtotal		\$	2,060 9,665 2,060 2,060 15,845

Longfellow Park, Oak Park, Illinois - Play Equipment 'November 18, 2025 Page 3 OF 3

		New 2-Place Single Post Swing Set wa	2 Belt Seats		
2	174018A	Belt Seat Proguard Chains 8' Beam		\$ 175	\$ 350
1	177332A	Single Post Swing Frame 8' Beam			1,710
			Subtotal		\$ 2,060
		Freestanding Activity Pane	els		
1	345293B	Match 4 Panel at Grade			\$ 1,600
1	345285B	Rain Sound Wheel Panel at Grade			3,215
1	111404J	76"Alum Post DB			360
2	1114041	84"Alum Post DB		\$ 380	760
			Subtotal		\$ 5,935
		Equi	ipment Subtotal		\$ 440,425
		Sourcewel	ll Discount - 8%		(35, 234)
			Shipping Costs		30,447
		E	quipment Total		\$ 435,638

OKP26LNF2.JLF



CHECKS TO BE MADE OUT TO: LANDSCAPE STRUCTURES, INC. 601 7TH STREET SOUTH DELANO, MN 55328 U.S.A. 763-972-3391 800-328-0035 Fax: 763-972-3185

ALL PURCHASE ORDERS, CONTRACTS, AND

November 20, 2025

LSI SOURCEWELL#: 010521

Page 1 of 2

BILL TO:

Oak Park Park District 218 Madison St Oak Park, IL 60302 SHIP TO:

PROJECT NAME: Longfellow Park, Oak Park, Illnois - Aquatix CALL 24 HOURS PRIOR TO DELIVERY:

### AQUATIX BY LANDSCAPE STRUCTURES SPLASH PAD

### Phase #1 - Design Drawings and Details

**Design & Construction Drawings:** 

Includes: All design and construction drawings for Splash Pad project construction to consist of construction of concrete pad, mechanical system, electrical and control systems, imbed spray fixtures / collector box installation details, water plays structure assembly / installation on concrete splash pad, equipment systems installation and hookups.

Ordered

Sealed Engineering Stamp:

Aquatix to have drawing stamped by a licensed PE in the state of the project. Please note: Subsequent requests for additional revisions and PE Stamps can result in additional charges ranging between \$1,500-\$4,000 per stamp. Lead times for revisions will vary based on timing and detail.

Ordered

QTY.	NO.	Phase #2 - Splash Pad Features and Mechanicals <u>DESCRIPTION</u>	UNIT	PRICE	ļ	PRICE
		Water Play Features				
1	287190	CanopyBucket w/Acrylic			\$	15,680
1	AQ100860	RippleRun with Acrylic Medium Rung - SS				12,200
1	AQ100785	WaterWay				15,815
1	AQ100851	WellSpring w/Acrylic				8,035
2	AQ100834	Arch Jet - SS	\$	810		1,620
2	AQ101158	Triple Arch Jet - SS		810		1,620
	Aquatix	Mechanicals - HydroLogix System			\$	22,844
	includes:	HydroLogix				
		On/Off Timer				
		Valve Box				
		Subtotal			\$	77,814
		Sourcewell Discount - 5%	ó			(2,749)
		Shipping Cost (One Shipment	)			4,863
		Tota	d		\$	79,928

Longfellow Park, Oak Park, Illinois - Aquatix November 20, 2025 Page 2 of 2

### Splash Pad Design Notes:

- 1 Aquatix design services are based on ideal site locations and conditions.
- Aquatix design services do not include soil corrections, demolition planning, site elevation plans, utility planning / design or relocation of utilities. (i.e. based on waters, waste and power being available at designed area's of splash pad by others.)
- 3 All permits and costs of permits are not included in our Splash Pad design package.
- 4 Design package will be prepared based on Aquatix's interpretation of Local Health Code.
- 5 Pricing does not include sealed Engineer Stamp

### Water play feature design notes:

- \* All above water play features are to be the standard product of Aquatix.
- \* All ground spray features are imbed and installed prior to concrete being poured.
- Pricing reflects painted products. Brushed SS to have additional costs.
- Additional fees may apply for products to be powdercoated.
- \* Any surface finishes shown on renders are conceptual and provided by others.
- Level mounting area required for all products.
- \* Recommended Pool Water Depths:
  - -Do not exceed 6" water depth on our underwater bubbler and structures up to 24" tall.
  - -Do not exceed 12" water depth on structures up to 48"
  - -Do not exceed 18" waterdepth of structures taller than 48"
  - -Do not exceed 12" water depth on Multi Level platforms. No water spray or crawl tunnels to be underwater.
- Standard HydroLogix systems DO NOT include an underground plumbing package.

The above price is subject to change after 30 days.

The above price includes shipping cost but not installation.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

**TERMS:** We acknowledge we are purchasing the above equipment through the above-referenced Discount Contract Buying Program and acknowledge that Landscape Structures is the Vendor; and as such, Purchase Orders and Payments are to be made out to Landscape Structures.

Signature	Title	Date	

OKP26LNF1.JLF





Date: 11/19/2025

Project Name:

Longfellow Park Playground Grass Surfacing

Sourcewell Member: Park District of Oak Park - #70186

Project Location:

610 S. Ridgeland Avenue, Oak Park, IL 60302

Project Description:

ForeverLawn Chicago (FLC) is pleased to submit this proposal for the following materials. Costs associated with a certified ForeverLawn installation of the listed materials are included in the project price. The following published items are being provided through our contracted Sourcewell pricing and are included in the total project price:

Item # FPUA:	Playground Grass Ultra (Green)	(7,770 sq. ft.)	\$	50,660.40
	Playground Grass Ultra Colors (Yellow)	(420 sq. ft.)	\$	2,759.40
<ul> <li>Item # FPUA Colors:</li> </ul>	Playground Grass Ultra Colors (Lagoon Blue)	(240 sq. ft.)	S	1,576.80
<ul> <li>Item # FPUA Colors:</li> </ul>	Playground Grass ullid Colors (Edgoori Blos)	(18 panels)	Š	253.62
<ul> <li>Item # SFPC10:</li> </ul>	1" SafetyFoam Pro (Channels)		č	8.372.00
<ul> <li>Item # SFP20:</li> </ul>	2" SafetyFoam Pro (No channels)	(322 panels)	3	
<ul> <li>Item # SFPC30:</li> </ul>	3" SafetyFoam Pro (Channels)	(509 panels)	\$	19,082.41
Item # MMBSEAM:	9" Micromechanical Seam Tape - 162' roll	(7 rolls)	Ş	2,890.09
Harry # Boar Board /Instal	I: Installation of EPS by Bear Board	(512 LF)	\$	2,816.00
	Mapei Glue Tubes - Case of 12	(2 cases)	5	353.80
Item # MAPGT-12:	Envirofill Coated Sand 16/30 mesh pallet of 6		\$	6,375.96
<ul> <li>Item # ENVG-16/30-62:</li> </ul>	Same for Playaround Cutouts		S	5,499.00
<ul><li>Item # Cutouts:</li></ul>	Surcharge for Playground Cutouts		Š	46,365.00
Item # FLIns:	Standard Installation Total Published Items:		\$	147,004.48

The following unpublished items are included in the total project price at their listed cost:

<ul> <li>Independent 3rd Party Post Installation Drop Test</li> </ul>	\$	1,600.00
• Independent 3% Party Post installation propriess	S	6,744.00
<ul> <li>Surcharge for Prevailing Wage Rates</li> <li>Custom PlayMound (Approximately 25'6" x 11'6" x 10") -</li> </ul>	\$	11,955.00
	\$	750.00
Custom PlayMound Shipping -     Custom PlayMound Shipping -	\$	4,636.50
<ul> <li>Playground Grass Materials Shipping - Total Unpublished Items:</li> </ul>	\$	24,085.50

### Total Project Price:

\$ 172,689.98

All pricing assumes that the general contractor awarded the project will prepare the project site prior to FLC arrival. This includes all excavation, disposal, all stonework through final compaction, and installation of any equipment. Costs associated with site prep are excluded in the project price. Any site prep completed by FLC, including reworking or compacting the stone base will be charged accordingly and be added to the final balance owed.

The final compaction of the aggregate within the area shaded "Purple" as shown on the attached SafetyFoam Pro layout shall be approximately 4" from the top of the perimeter concrete curb or sidewalk (i.e. finish grade) to accommodate the 3" SafetyFoam Pro panels with channels (9' CFH max). The final compaction of the aggregate within the area shaded "Blue" as shown on the attached SafetyFoam Pro layout shall be approximately 3" from the top of the perimeter concrete curb or sidewalk (i.e. finish grade) to accommodate the 2" SafetyFoam Pro panels (8' CFH max). The concrete slab under the We-Go-Swing is shaded "Light Green" as shown on the attached SafetyFoam Pro layout and will feature 1" SafetyFoam Pro panels with channels (4' CFH max).







If installation of the We-Go-Swing permits and to enable efficient access underneath for FLC it would be recommended that the installation of the top deck and the swing itself is delayed until after FLC is able to install the Playground Grass system underneath. The sweeper on the We-Go-Swing is to be removed to accommodate the Playground Grass system and to enable enough clearance for the motion of the swing (reference edge detail).

FLC will provide and install the plastic perimeter boards. The perimeter boards shall be anchored approximately 1" below the top of the perimeter concrete curb or sidewalk (i.e. finish grade). Individual SafetyFoam Pro panels will then be provided and interlocked by FLC within their designated areas over the aggregate stone and concrete slab. The custom PlayMound ramp will be assembled by FLC directly over the stone base. The PlayMound will have a 2" bottom layer to account for the adjacent 2" SafetyFoam Pro.

The PlayMound ramp will then be wrapped in Playground Grass Ultra Colors (Color of Ramp Path = Lagoon Blue; Color of Slopes = Yellow). Playground Grass Ultra (Color = Green) will then be rolled out over the SafetyFoam Pro panels at ground level, cut, and seamed throughout the playground. The Playground Grass (Green) at ground level will be seamed directly to the Playground Grass (Yellow & Lagoon Blue) at the base of the PlayMound ramp and entrance to ramp at sidewalk (as shown on layout). All seams will feature our proprietary micromechanical seaming system. The Playground Grass Ultra will get anchored to the perimeter boards using 1" stainless steel staples. Envirofill sand infill will be provided and applied by FLC at an application rate of 3.0 lbs. per square foot throughout both play areas.

This proposal excludes all applicable taxes. Freight and associated materials charges are included. Prevailing wage rates apply. Union labor rates are excluded in this proposal. This proposal includes costs associated with performing and scheduling postinstallation drop testing. An independent 3rd party will be scheduled by FLC to conduct a post-installation drop test following the installation of the Playground Grass. Pricing is valid for 30-days from proposal date.

Base	Pro	iect	Pri	CA.
Dusc	110	001		CC.

\$172,689.98

Project Size:

6,110 square feet

Project Terms:

50% of the project price is due upon acceptance of this proposal. Remaining balance is due upon installation. Pricing is valid for 30 days from proposal date.

**Project Timeline:** 

Project completion will be scheduled upon acceptance of this proposal. This is contingent upon timely payment for the project to allow for shipment of materials and scheduling of crew.

Approval:		
302N 70 - 1 CONTROL OF CONTROL	Authorized Signature	Date
Remit Payments to:	ForeverLawn Chicago, LLC - 3426 Colony Bay Driv	ve. Rockford, II, 6110





### Memo

To: Jake Worley Hood, Chair, Parks and Planning Committee

**Board of Park Commissioners** 

From: Bill Hamilton, Superintendent of Properties and Planning

CC: Jan Arnold, Executive Director

Date: November 26, 2025

Re: Longfellow Park Development Project - Portland Loo Purchase Approval



### **Statement**

Acquired in 1920, the park was named after the American poet, Henry Wadsworth Longfellow. The recreation center was built in 1966, in the same style as the Fox Center.

The most recent park master plan was completed in December of 2023 based on feedback from the community meeting held in October of 2023. At that meeting, community members expressed a large amount of support for an updated playground, dedicated pickleball courts, and splash pad improvements.

### **Discussion**

In February 2025 the Park Board approved a design contract with Planning Resources, Inc. to create the drawings, specifications, and provide construction services for the Longfellow Park Development Project.

The Master Plan Improvements for this project primarily focus on an updated playground, a new and improved splash pad, and dedicated pickle ball courts. The project will also feature native gardens and a resurfaced basketball court.

Bid documents, drawings and specifications were completed by Planning Resources, Inc in September. The documents included the base bid, and three alternates. Alternate 1 and 2 for design options to resurface the basketball court and Alternate 3 to paint the splash pad surface.

The project's bid opening was held on October 30, 2025, at 218 Madison St. at 10am. Hacienda Landscaping, Inc. submitted the lowest bid of the five bids received and was determined to be the lowest responsive, responsible bidder. The Park Board awarded a construction contract to Hacienda Landscaping, Inc. on November 11, 2025, at the Regular Board Meeting.

Alongside the construction contract for this project is the Park District's direct purchase of the Portland Loo, the pre-constructed 12-month a year comfort station. The same unit was purchased and installed at Rehm Pool in 2021 as part of the playground replacement project. This unit is a

Sole Source purchase, as it has a unique design that takes into consideration security, durability and features that allow 12-month use no matter the climate. In the long term, this would be the unit considered for other future park installations if identified, keeping maintenance efficient with compatible parts.

The purchase will be made as a Sole Source purchase:

Portland Loo-Portland Loo Single Occupant Public Toilet \$179,160.00

The total budget in the 2026 Capital Plan for the project is: \$2,797,450.00

### Recommendation

Staff recommend the consideration and approval of the Sole Source purchase of the Portland Loo Single Occupant Public Toilet for the Longfellow Park Development Project. Staff will be in attendance at the Committee of the Whole to answer questions.



QUOTE

Date:

11/24/2025

Invoice #:

[1529]

**Customer ID:** 

Longfellow Park

**Expires:** 

12/24/2025

To:

Name: Bill Hamilton

Ship to: Zip Code 60304

City: Oak Park, IL

Salesp	person	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	
Caleb	Larsen	Freight	FOB Shipping Point	TBD	see attached	
Item #	QTY	Descr	iption	Unit Price	Line Total	
1	1	roll toilet paper disp option. 40W heat to exterior LED lighting photoeye, motion s occupancy counte Foundation Mountir	steel posts, panels, uminum front door semble and latch orbinate Skylight.  Ware toilet. Incl, and sanitizer able vandal guard 2-penser. AC power ace, interior & with roof top sensor control and ser. Loo Template, and Hardware, and As ided. (RH door swing	\$154,000.00	\$154,000.00	
2	1	Engineer Stamped Calculations	Drawings &	\$2,500.00	\$2,500.00	
3	1 .	- Charles and a second second	d Wash With Cold Air red Water, and Black	\$7,100.00	\$7,100.00	
4	1	Add Baby Changin	g Table	\$2,140.00	\$2,140.00	r
5	1	Add Vandal Guard	Trash Can	\$250.00	\$250.00	
6	1	Add Fully Enclosed	Sharps Container	\$2,100.00	\$2,100.00	
7	1	Add Cold Weather	Toilet Upgrade	\$5,200.00	\$5,200.00	
8	1	Shipping & Handling Truck	g of 1 Restroom on 1	\$5,870.00	\$5,870.00	
		,			Total (USD)	\$179,160.00
					Tax (10%)	Exempt
					Revised Total	Exempt

### Tax dependant on reseller permit or economic threshold

Make all checks payable to Madden Fabrication
Thank you for your business!

1800 NW 169th Place Suite A200 Beaverton OR 97006 (503)226-4990

Proposal good for 30 days. Madden reserves the right to pass on any material price escalation beyond 30 days.



### MEMO

**To:** Chris Wollmuth, Chair, Administration and Finance Committee

Board of Park Commissioners

**From:** Jan Arnold, Executive Director

**Date:** November 26, 2025

Re: Oak Park Township & PDOP Scholarship Program Intergovernmental Agreement



### **Statement**

The Park District has an established strong working relationship with the Oak Park Township and has participated in various Intergovernmental Agreements (IGA) over the years. The Park District of Oak Park (PDOP) annually applies for program funding from the Township to help support the Financial Assistance program for the youth residing in Oak Park.

### **Discussion**

The Township Manager, Evan Michel, contacted me to see if the PDOP would be interested in engaging in an IGA for the scholarship program to document our partnership similar to our IGAs with other government agencies collaborations.

Scott Sckeluich is the manager for all Park District of Oak Park Financial Assistance and serves to the point of contact with the Township. In conversations with the Township, we agreed that PDOP would provide an annual update to the Oak Park Township Board like the report that is provided to the Park District Board in January. It is anticipated that the report will take place annually in February.

### Recommendation

Staff recommends that the Park Board approve the Intergovernmental Agreement with Oak Park Township for the Park District of Oak Park Scholarship Program for one year commencing on January 1, 2026, and extending through December 31, 2026.

Attachment: Oak Park Township and Park District of Oak Park Scholarship Program IGA

### INTERGOVERNMENTAL AGREEMENT

### OAK PARK TOWNSHIP AND PARK DISTRICT OF OAK PARK SCHOLARSHIP PROGRAM

This Intergovernmental Agreement ("Agreement") is entered into by and between Oak Park Township, an Illinois unit of local government ("Township"), and the Park District of Oak Park, an Illinois park district organized and existing under the Park District Code ("District"). The Township and District may be referred to herein collectively as the "Parties" and individually as a "Party."

#### **RECITALS**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract and otherwise associate among themselves to exercise, combine, or transfer any power or function not prohibited by law;

WHEREAS, since at least 2014, the Township, through its Youth and Family Services Committee (YFS), has provided annual financial support to the District's Scholarship Program to ensure equitable access for youth to recreation, enrichment, and wellness programs;

WHEREAS, annual Township funding has historically ranged from Eight Thousand Dollars (\$8,000) to Ten Thousand Dollars (\$10,000), directed exclusively toward scholarships for eligible youth participants in Park District programs;

WHEREAS, the Scholarship Program has supported participation in a wide range of offerings, including but not limited to: Gymnastics, Pool Passes, Basketball, Soccer, Figure Skating, Hockey, Swim Lessons, Arts, Dance, Camps, and Special Events/Activities;

WHEREAS, the District's staff has demonstrated a consistent record of timely reporting, compliance, and coordination with Township staff and YFS Committee members, reflecting the strong partnership between the two agencies:

WHEREAS, both Parties recognize the increasing costs of programming and the growing financial needs of families within the community, and wish to continue and expand their cooperative efforts to promote equitable access to recreation and enrichment opportunities;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### ARTICLE I. PURPOSE AND SCOPE

- 1.1 **Purpose.** The purpose of this Agreement is to memorialize the ongoing partnership between the Township and the District to provide scholarship funding for youth participation in Park District programs and to establish procedures for administration, reporting, and oversight of these funds.
- 1.2 **Scope.** Township funding shall be used exclusively for the Scholarship Program for Oak Park youth participants meeting the District's income-based eligibility guidelines and shall not be reallocated for general operations or non-scholarship expenses.

#### ARTICLE II. PROGRAM ADMINISTRATION

- 2.1 **Township Role.** The Township shall:
  - Serve as a funding partner for the Scholarship Program, as appropriated annually by the Township Board;
  - Administer the agreement through the Youth and Family Services Department; and
  - Monitor the use of funds through review of reports.

### 2.2 **District Role.** The District shall:

- Administer the Scholarship Program through its Registration and Customer Support Division;
- Verify eligibility, manage registrations, and disburse scholarship funds;
- Maintain all records necessary to document scholarship awards and program participation; and
- Cooperate fully with Township staff and Committee representatives regarding reporting and evaluation.

### **ARTICLE III. FUNDING**

3.1 **Annual Allocation.** The Township shall provide annual funding to the District in an amount mutually agreed upon each fiscal year, typically ranging between Eight Thousand Dollars (\$8,000) and Ten Thousand Dollars (\$10,000).

- 3.2 **Payment Schedule.** Payment shall be made within thirty (30) days of execution of this Agreement or upon submission of a written funding request and proposed scholarship plan for the program year, whichever occurs later.
- 3.3 **Use of Funds.** Funds provided by the Township shall be used solely for scholarships to offset program fees for eligible participants. No portion of Township funds shall be used for District administrative costs, staff salaries, or unrelated program expenses.
- 3.4 **Unexpended Funds.** Any unspent Township funds shall be returned to the Township within sixty (60) days following the close of the program year, unless otherwise authorized in writing for carryover.
- 3.5 **Right to Audit.** The Township reserves the right to inspect financial and program records pertaining to the use of Township funds, upon reasonable notice, to ensure compliance with this Agreement.

### ARTICLE IV. REPORTING AND COORDINATION

- 4.1 **Annual Reports**. The District shall provide an Annual Scholarship Report to the Township detailing:
  - The total number of scholarships awarded;
  - Demographic data (without personally identifiable information);
  - Program types funded;
  - Total amount expended; and
  - Representative success stories or impact summaries.
- 4.2 **Timeliness.** Reports shall be submitted no later than sixty (60) days after the conclusion of the program year.
- 4.3 **Meetings and Site Visits.** The District shall accommodate reasonable requests by Township staff for attendance at events, review of operations, or participation in partnership meetings.

#### ARTICLE V. COMPLIANCE WITH LAW

Both Parties shall comply with:

• The Park District Code, 70 ILCS 1205/1 et seq.;

- The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.;
- All applicable state and federal laws and regulations; and
- All local ordinances, Board policies, and procedures relevant to this Agreement.

### ARTICLE VI. INDEMNIFICATION AND INSURANCE

- 6.1 **District Indemnification.** The District shall indemnify, defend, and hold harmless the Township, its officers, employees, and agents from and against any and all claims, damages, liabilities, and expenses (including reasonable attorney's fees) arising out of or related to the District's operation of the Scholarship Program or acts or omissions of its employees, contractors, or participants.
- 6.2 **Township Indemnification.** The Township shall indemnify and hold harmless the District, its officers, employees, and agents from any claims arising solely from the gross negligence or willful misconduct of Township employees.
- 6.3 **Insurance.** The District shall maintain adequate liability insurance covering Scholarship Program activities and provide proof of such insurance upon request.

### ARTICLE VII. DATA SHARING AND CONFIDENTIALITY

- 7.1 **Participant Privacy.** The District shall not share personally identifiable information of scholarship recipients with the Township.
- 7.2 **Aggregate Reporting.** All reports and data provided to the Township shall contain only aggregated or anonymized information in compliance with the Illinois Personal Information Protection Act and applicable privacy laws.
- 7.3 **Confidentiality.** Both Parties shall protect all non-public information exchanged under this Agreement and shall not disclose such information except as required by law.

### ARTICLE VIII. RECOGNITION AND CO-BRANDING

8.1 **Acknowledgment.** The District shall acknowledge the Township as a funding partner in printed and digital materials promoting the Scholarship Program, including websites, brochures, and press releases, where practicable.

- 8.2 **Logo and Branding.** The Township's name and official logo may be used in District materials related to the Scholarship Program in accordance with Township brand guidelines. The District shall provide drafts or proofs upon request for approval prior to publication.
- 8.3 **Event Recognition.** For scholarship-related events, media stories, or community outreach initiatives, the District shall make reasonable efforts to recognize the Township's role, such as through signage, verbal acknowledgment, or inclusion in public announcements.

#### ARTICLE IX. DISPUTE RESOLUTION

9.1 **Negotiation.** Any dispute arising from this Agreement shall first be addressed through good-faith negotiation between the Township Manager (or designee) and the District Executive Director (or designee).

### ARTICLE X. TERM, TERMINATION, AND AMENDMENT

- 10.1 **Term.** This Agreement shall remain in effect for one (1) year from the effective date and may be renewed annually by mutual written agreement of the Parties.
- 10.2 **Termination Without Cause.** Either Party may terminate this Agreement upon sixty (60) days' written notice.
- 10.3 **Termination for Cause.** Either Party may terminate this Agreement upon thirty (30) days' written notice if the other Party materially breaches its obligations and fails to cure such breach within the notice period.
- 10.4 **Amendments.** This Agreement may be amended only in writing, executed by duly authorized representatives of both Parties.
- 10.5 **Survival.** The provisions of Articles III (Funding), VI (Indemnification and Insurance), VII (Data Sharing and Confidentiality), and VIII (Recognition and Co-Branding) shall survive termination or expiration of this Agreement.

### **EXECUTION**

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement by their duly authorized representatives as of the dates set forth below.

OAK PARK TOWNSHIP
By:
Name:
Title:
Date:
PARK DISTRICT OF OAK PARK
By:



### 2025 BOARD ACTION CALENDAR

Annual

January IPRA Conference - January 29-31, 2026 Annual Jan/Bill C Field Park Playground Improvments Contract Approval (2026) C Decennial Committees on Local Government Efficiency Act (2033) 10 Years Mitch C 2025 Tax Year Levy - Abatement Resolution for 2025 Levy Adjustment Annual Maureen/Mitch C Bus Lease Agreement (2029) Every 5 Ann Marie C Community Survey Results Presentation (2029) Every 5 Paula C Full-time Salary Bands Annual Mitch/Scott R 2025 Program Scholarship and CDM Report Annual Mitch R 2025 Performance Measures Year in Review Annual **February** C 2026 IAPD/IPRA Conference Update Jan Annual Maureen C Bus Transportation Bid (2027) Every 3 Bill Cheney Geothermal HVAC Improvement Mower Replacement (D97 Shared) Bill Jan Professional Services Pleasant Home ADA **c** EV Chargers: Rehm Bill Jan R 2025 PDOP Annual Report Annual Board/Jan R Community Service Awards Presented Annual R Annual Historic Properties Operations Report Susan Annual Maureen R Annual Recreation Report **Annual** March Jan/Paula C Agreement with Service Employees International Union (Expires 2028) Every 4 Patti/FOPCON C FOPCON Update Annual Patti C IPRA Environmental Report Card (2027) Every 2 Patti C IPM Policy Update (2028) Every 5 ESAC/Patti C Environmental Sustainability Advisory Committee (ESAC) Update Annual Bill C Field Center Demo Contract Bill Cheney Mansion Fire Alarm R Executive Director's Annual Performance Review Jan Annual

R Election Results

WSSRA Annual Report Update

Jan



### **2025 BOARD ACTION CALENDAR**

		April	
All		April 8 - Park District of Oak Park 114th Birthday	Annual
Jan	С	D200 IGA - Facilities (2026)	Every 5
Mike	С	Beverage and Snack Vending Services (2026)	Every 3
Bill	C	Cheney Mansion Painting	
Bill	С	Fox and Conservatory HVAC Replacements	
Ann Marie	R	2026 Performance Measure 1st Quarter Review	Annual
Jan	R	Park District Citizen Committee (PDCC) Update	Annual
Jan	R	Parks Foundation Annual Update	Annual
		May	
Jan		Spring Park Tour	Annual
Karen/Jan/Board		Appointment of Board Officers and Board Committees	Annual
Mitch/Attorney		Review of Ethics Ordinance	Annual
Mitch/Bill		Parks and Facility Annual Report	Annual
Jan		D97 Sports Fields Maintenance IGA (2029)	Every 5
Maureen		Collaboration for Early Childhood Agreement (2027)	Every 2
Bill		947 Parking Lot Improvements	
Bill		RCRC Flooring Replacement	
Bill/Jan	R	Conservatory Master Plan Update	Every 10
Jan	R	IAPD Legislative Day Update	Annual
		June	
Jan		Board Retreat - June 16, 2026	
Jan/Mitch	С	Austin Trust Update	Annual
Mitch		2025 Audit Report Presentation	Annual
Mitch		PDOP Fixed Asset Review	Annual
Karen/Jan	С	Bi-Annual Review of Executive Session Minutes	Annual
Bill		Fleet Services & Fuel IGAs with VOP (2029)	Every 5
Paula/Jan		Compensation Study (2028)	Every 5
Mitch/Jan		2027 Budget Timeline/Guidelines	Annual
Bill		PlanItGreen Update (2027)	Every 3
Jan		Community Mental Health Board (CMHB) Update	Annual
• • • • • • • • • • • • • • • • • • • •		, , , , , , , , , , , , , , , , , , , ,	



## 2025 BOARD ACTION CALENDAR

July (No COW Meeting)
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Jan	R	OSLAD Resolution - Project TBD	Annual
Mitch	R	Capital Improvement Plan (CIP) Update	Annual
Ann Marie	R	2026 Performance Measure 2nd Quarter Review	Annual

### **August (No COW Meeting)**

Jan	R	OSLAD Resolution Approval - Project TBD	Annual
Bill/Jan	R	Conservatory Master Plan Update	Annual

### **September**

Jan		NRPA Conference - September 29-October 1, 20265 (Philadelphia, PA)	Annual
Jan/Karen	С	Community Service Award–Nominations Gathered	Annual
Jan/Karen	С	Elected Officials BBQ Update	Annual
Mitch	С	Draft 2026 Tax Levy	Annual
Jan	С	Board of Commissioners General Practices Manual Update	Annual
Jan	С	PDOP/D200 IGA Agreement for RCRC (2047)	Every 25

### **October**

Jan		Festival Theatre Update Annual			
Mitch	В	Draft Budget Document Delivered Annua			
Mitch/Jan	В	Budget Session Meeting #1 Oct. 8, 2026 and #2 - Oct. 15, 2026	Annual		
Mitch	В	Budget & Appropriation Ordinance (release for public inspection) - Oct. 16	Annual		
Mitch	С	Copier Agreement (2026)	Every 3		
Mitch	С	Audit Engagement Letter (2028)	Every 3		
Jan/Bill	С	Pleasant Home ADA Restroom Contract Award			
Karen	С	2027 Committee & Board Meeting Calendar	Annual		
Jan/Bill	С	Rehm Park Master Plan Update	Every 10		
Jan	С	AYSO Update	Annual		
Jan	С	OPYBS Update	Annual		
Ann Marie	R	2026 Performance Measure 3rd Quarter Review	Annual		
Jan	R	Festival Theatre Update	Annual		
Jan/Bill	R	Conservatory Master Plan Approval	Every 10		



# 2025 BOARD ACTION CALENDAR

<u>November</u>

November					
Jan		Fall Park Tour	Annual		
Mitch	В	Truth in Taxation Act Hearing - During COW	Annual		
Mitch	В	Budget & Appropriation Hearing - During Regular Board Meeting	Annual		
Maureen/Dr. Lofton	С	Summer Camp Partnership - Dr. Eboney Lofton, D97	Annual		
Mitch	С	Working Budget - Departmental Goals 2027	Annual		
Mitch	С	2026 Tax Levy Ordinance	Every 5		
Mitch	С	2027 Budget and Appropriation Ordinance	Annual		
Jan	С	D97 IGA - Facilities (2028)	Annual		
Jan	С	Credentials Certificate for the IAPD Annual Meeting	Annual		
Mitch	С	2026 Tax Year Levy - Abatement Ordinances for 2019 & 2020 Bonds	Every 3		
Bill	С	Tree Pruning & Removal Contract (2026)	Annual		
Jan/Bill	С	Euclid Square Park Master Plan Update	Every 10		
Jan/Mitch	С	Managed IT Contract (2026)	Annual		
Jan/Board Pres.	R	Annual Review of Park District Attorney	Annual		
Mitch	R	2026 Parks Report Card	Annual		
<u>December</u>					
Jan/Karen	С	Update Board Action Calendar	Annual		
Jan/Karen	С	Letter to WSSRA of Appointment of Representatives	Every 5		
Maureen	С	PACT Agreements	Annual		
Jan	С	Comprehensive Strategic Master Plan (2029)	Every 3		
Karen	С	Bi-Annual Review of Executive Session Minutes	Every 3		
Patti/Jan	С	FOPCON Agreement (2028)	Every 3		
Ann Marie	С	Program Guide Bid (2026)	Every 3		
Ann Marie	С	IGA PDOP/OPPL - Passes for Checkout (2027)	Every 3		
Bill	С	PACT Facility Use Agreement for Festival Theatre (2028)	Annual		
Bill	С	District Cleaning Contract (2026)	Annual		
Paula		Personnel Policy Manual Update	Annual		
Jan		Administrative and Board Policy Manual Update	Annual		
Paula		Safety Manual Update	Annual		
Jan		Crisis Management Plan Update	Annual		
Maureen		Senior Citizens Center of Oak Park & River Forest (SCCOPRF) Update	Annual		
Bill Bill/Jan		PDOP Climate Action Plan Update Rehm Park Master Plan Approval	Annual		
БПІЛІЛІ Jan		Comprehensive Strategic Master Plan Update	Annual Annual		
Juli			/ till tadi		



218 Madison Street Oak Park, IL 60302 Phone: 708.725.2000 Fax: 708.725.2301

www.pdop.org

Marianne Birko, Executive Director WSSRA Board of Directors 2915 Maple Street Franklin Park, IL 60131

Dear WSSRA Executive Director:

At the <u>December 18, 2025</u>, Regular Board Meeting, the governing board of the <u>Park District of Oak Park</u> made the following appointments to the WSSRA Board of Directors.

Regular Representative: Jan Arnold, Executive Director

PDOP, 218 Madison St., Oak Park, IL 60302 312-259-7359 cell, 708-725-2020 work

Jan.Arnold@pdop.org

Alternate: Jake Worley-Hood, Park Board Commissioner

PDOP, 218 Madison St., Oak Park, IL 60302

312-961-6006 cell

Jake.Worley-Hood@pdop.org

It is the understanding of this Park District that the role of the representative, regular or alternate, as a voting member of the WSSRA Board is to set policy and authorize the expenditure of funds contributed by association members. The Park District also agrees that actions taken by the WSSRA Board are binding upon the district, as if they were taken by the District.

In accordance with the Amended and Restated Articles of Agreement of WSSRA, these appointments are effective for a period of one year, until **December 31, 2026**.

Sincerely,

\_\_\_\_\_

Kassie Porreca

President of the Park District Board of Commissioners









# Memo

To: Chris Wollmuth, Chair, Administration and Finance Committee

**Board of Park Commissioners** 

From: Jan Arnold, Executive Director

Date: December 1, 2025

**Re:** Bi-Annual Review of Closed Session Minutes



### **Statement**

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

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

### **Discussion**

The Board Secretary, Executive Director, and General Counsel have reviewed the closed session minutes previously not released for August 21, 2014, September 25, 2014, June 18, 2024, August 15, 2024, and September 19, 2024 and new closed session minutes since the last review for February 20, 2025, and March 6, 2025. They have determined that the need for confidentiality still exists for the minutes of August 21, 2014, September 25, 2014, and the release of June 18, 2024, August 15, 2024, September 19, 2024, February 20, 2025, and March 6, 2025. Each of the Commissioners may review all of the closed session minutes and pass along their comments about confidentiality by December 10, 2025. I will assume that a commissioner who does not contact me has agreed with the determination of the Board Secretary, myself, and General Counsel.

### Recommendation

Staff recommends that the Park Board continue to hold the identified closed session minutes.



### Memo

**To:** Chris Wollmuth, Chair, Administration and Finance Committee

**Board of Park Commissioners** 

From: Bill Hamilton, Superintendent of Properties and Planning

David Ferry, Administrative Assistant

**CC:** Jan Arnold, Executive Director

Date: November 28, 2025

Re: PACT Facility Use License Agreements for 2026



### **Statement**

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

### Discussion

All 2026 PACT applications received have been processed, and each organization has been contacted with their designated placement level based on PACT program compliance criteria. Organizations classified at the Partner, Associate and Companion levels have been provided their Facility Use License Agreements for execution. Tenant level Organizations are not required to enter into a Facility Use License Agreement but instead receive a rental discount off normal rates for the year. Facility Use License Agreements are designed to outline the responsibilities, requirements, privileges and expectations of both the PACT participating organization and the Park District. All organizations were notified that agreements are being placed before the Board for review in December. Some organizations have provided executed agreements, others are still in the process of review and discussion, and one has been denied entry as a result of their inability to meet core compliance criteria. Please see the following information which identifies the organizations that applied and are eligible for the PACT program along with their placement level and status.

In packet:

One Year Agreements:

PACT OrganizationLevelFenwick High SchoolPartnerSEOPCOPartnerTroop 20PartnerAscensionPartnerSt. GilesPartnerWindmillsTenant

Three Year Agreements:

PACT OrganizationLevelAYSOAssociateOPYBSAssociateChicago EdgeCompanionOPRF AllianceCompanionOPRFYUCompanion

Waiting for signed agreement from PACT Group:

East Ave Lacrosse OPRFYF

### Recommendation

Staff recommend that the Board approve all the PACT Facility Use License Agreements provided and fully executed. Staff will be in attendance at the meeting to review the PACT program applications, level classifications, and proposed agreements as well as to answer any questions of the Board. Please note that we will submit the Agreements that we are waiting for signatures at the January 2026 meeting.

Attached: 2026 PACT Agreements

### PARK DISTRICT OF OAK PARK

### FACILITY USE LICENSE AGREEMENT WITH FENWICK HIGH SCHOOL

THIS AGREEMENT (the "Agreement") is made and entered into as of January 1, 2026 (the "Effective Date") between the Park District of Oak Park, an Illinois park district, (the "Park District") and Fenwick High School ("Fenwick");

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

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

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

### SECTION 1. SHARED FACILITIES AND SERVICES

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

### SECTION 2. USE OF SHARED FACILITIES

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

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

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

### SECTION 3. GENERAL LIABILITY INSURANCE

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

### SECTION 4. INDEMNITY

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

### SECTION 5. GENERAL PROVISIONS

- A. <u>Term.</u> This Agreement is a term commencing on the Effective Date and expiring on December 31, 2026 (the "*Term*"). The parties may extend the Term of this Agreement one or more time for a total length of time not exceeding two additional years by signing a written determination to do so at any time before the expiration of the current Term.
- B. <u>Assignment Prohibited</u>. Neither party may assign any right, privilege, duty, or responsibility established in this Agreement at any time except only with the prior written consent of the other party.
- C. <u>Termination</u>. Either party may terminate this Agreement on 120 days written notice to the other party, except that this Agreement may not be terminated in a manner that unreasonably interferes with the completion of a program of finite a term within a Shared

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

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

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

Park Dis	strict of Oak Park	
Ву:		Date:
	President	
Fenwick	High School	
Ву:	Sattillie	Date: 10 14 25
Printed n	name: Scott Thies	<u> </u>
Title:	Athletic Director	

### APPENDIX A

### SHARED FACILITIES AND SUPPORTING SERVICES

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

Baseball Field: Spring Requests taken in December and final schedule in February

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

February

Fall Requests taken in April and final schedule in June

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

#### Fenwick will:

- Report any poor conditions before a baseball field or tennis court is used via PDOP Maintenance Request system <a href="https://pdop.org/maintenance-request/">https://pdop.org/maintenance-request/</a>
- Purchase up to two tennis sets (net with stiffening rods and center strap) annually, depending on need (brand to be specified by PDOP).
- Confine all match play at permitted courts.
- Reserve courts with the Superintendent of Recreation or his or her designee at the Park District.
- Support and communicate their participants of the Carry In Carry Out program to reduce waste in the parks.

#### The Park District will:

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

**Fenwick Facilities** 

#### Dan O'Brien Natatorium:

September – February, Sunday mornings for four hours. May -2 weekend days for eight hours

### Fenwick auditorium, foyer and cafeteria for dance and theatre recitals:

One weekend in December, one weekend in May or June and one weekend in July consisting of one Friday Evening and the following Saturday morning/afternoon.

### Fenwick will:

- Allow PDOP to post information with the desk / facility attendants and main entrances to the school building announcing any schedule changes.
- Provide AED and communication equipment for emergency use.
- Inform PDOP of a scheduling conflict at least 48 hours in advance or upon occurrence if Natatorium is functioning outside of norm, e.g. school boilers down, no heat on pool deck
- Ensure proper chemistry and water quality of the Natatorium
- Priority for PDOP use will be accommodated just as PDOP does for Fenwick on PDOP property.
- Provide a liaison to work with the PDOP Dance Coordinator
- Have the Auditorium Stage cleared and ready for PDOP

### The Park District will:

- Provide staff certified lifeguards to supervise the pool
- Provide staff to guide participants and facilitate swim lessons, lap swim and aqua fitness.
- Provide emergency equipment and first aid supplies.
- Report any poor conditions to Aquatic Coordinator and on duty security.
- Leave the facility reasonably neat and clean at the conclusion of each activity.

# A PARTNERSHIP AGREEMENT BETWEEN THE PARK DISTRICT OF OAK PARK AND SOUTH EAST OAK PARK COMMUNITY ORGANIZATION FOR EXCHANGE OF USE OF BARRIE PARK AND SOUTH EAST OAK PARK COMMUNITY ORGANIZATION VOLUNTEER SUPPORT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of January 1, 2026, ("Effective Date") between the Park District of Oak Park, an Illinois Park District, ("Park District") and South East Oak Park Community Organization ("SEOPCO")

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

WHEREAS, SEOPCO and the Park District desire to exchange volunteer services from SEOPCO for full use of Barrie Park ("Barrie") from the Park District for one Saturday in September.

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

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

The Park District will allow SEOPCO to use Barrie as stated in Appendix A and SEOPCO will provide volunteer support services to the Park District as stated in Appendix A ("Volunteer Support Services"). The Park District and SEOPCO may modify the Approved Use of Barrie and the Volunteer Support Services from time to time in writing, without formal amendment of this Agreement.

### Section 2. Cancellation Policy

A. <u>Cancellation of Approved Event.</u> The Park District may need to postpone or cancel an approved use by SEOPCO of Barrie. The Park District will endeavor not to postpone or cancel the Approved Use and will give 72-hours written notice or, if 72-hours written notice is impractical, then as much advance notice as possible of a postponement or cancelation. The Park District will cooperate with SEOPCO to relocate or reschedule the affected Approved Use.

### Section 3. General Standards for Facilities Use

- A. <u>Compliance with Policies, Ordinances, and Procedures.</u> SEOPCO must comply with all applicable Park District Rules and Regulations when using Barrie Park.
- B. <u>Carry In-Carry Out</u>. SEOPCO will comply with the Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. SEOPCO will carry out what they carry into Barrie.

- D. <u>Reasonable Care.</u> SEOPCO must take reasonable care to prevent damage to, or unusual wear and tear to Barrie.
- E. <u>Repairs.</u> SEOPCO will be responsible for the repair of any damage or unusual wear and tear to Barrie.

### Section 4. General Liability Insurance

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

### Section 5. Indemnity

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

### Section 6. General Provisions

- A. <u>Term.</u> This Agreement is for a term commencing on the Effective Date and expiring on December 31, 2026 ("Term").
- B. <u>Termination</u>. Either party may terminate this Agreement with 120 days written notice to the other party.
- C. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties as to the matters stated in this Agreement and supersedes any and all prior agreements and negotiations between the parties related to those matters, whether written or oral.
- D. <u>Amendments and Modifications</u>. Except as specifically provided in this Agreement for Appendix A, this Agreement may not be amended or modified in any way except in writing and approved and executed by the Park District and SEOPCO.
- E. <u>No Waiver, Enforcement</u>. The failure by a party to insist on strict performance of any covenant, warranty, or condition or to enforce any of its rights under this Agreement in any instance may not be construed as a waiver in any subsequent insistence on strict performance or enforcement.
- F. <u>No Third-Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of the Park District and SEOPCO, and nothing in this Agreement is intended to provide any right or benefit of any kind whatsoever to any person or entity other than the Park District and SEOPCO.
- G. <u>Illinois Law Applies</u>. This Agreement shall be governed by the laws of the State of Illinois.

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

Park District of Oak Park		
By:	Date:	
Printed name:		
Title:	<u></u>	
South East Oak Park Community Organization	15/11-12	_
By:	Date:	5
Printed name: JM 1278 JOH	)	
Title: CO - Chair		

#### APPENDIX A

#### BARRIE PARK AND VOLUNTEER SUPPORT SERVICES

#### SEOPCO Use of Barrie Park

Full use of Barrie Park to conduct BarrieFest on Saturday, September 5, 2026 between the hours of 9:00AM and 6:00PM.

#### The Park District will:

- Provide a contact person to meet with SEOPCO upon request and to assist in coordinating logistics needed.
- Provide waste receptacles and a crew to collect trash at the conclusion of the event.
- Attempt to accommodate changes to the identified schedule and date based upon availability.

#### SEOPCO will:

- Assure that an adult coordinator is declared and available to the Park District and on-site for the duration of the event
- Leave entire site and center in the same condition as found.
- Assure that any cancellation of use or significant schedule change is communicated in advance of use.
- Provide no fewer than two (2) volunteers, to be present from two (2) hours prior to the event until one (1) hour after its completion.
- Provide adult supervision throughout the entire duration of the event.
- Provide publicity for Park District classes and events on SEOPCO's website.
- A minimum of 2 volunteers will supervise each bouncy house during all hours of operation.
- Bounce house will be provided by a professional supplier and will follow all safety guidelines.
- The Park District will need to be named additionally insured for \$2 million aggregate by the bounce house contractor.
- All food vendors or any group charging fees for services and goods may not set up in the park they must be on the street.
- The Park District will be listed on all marketing materials as a sponsor.
- Assure that all Park District of Oak Park Rules are followed by participants.
   See website for more information:

https://pdop.org/wp-content/uploads/2025/01/ordinance\_book2025.pdf

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

THIS AGREEMENT ("Agreement") is made and entered into as of January 1, 2026, (the "Effective Date") and ending December 31, 2026 (the "End Date") between the Park District of Oak Park, ("PDOP") and Troop 20 ("Troop 20"); and

WHEREAS, the PDOP has instituted a program called PACT (Partner, Associate, Companion, Tenant) which establishes a fair, equitable and cost effective system in which to manage and administer reservations at Park District facilities, and

WHEREAS, PDOP and Troop 20 desire to exchange facilities use from the PDOP and volunteer services from Troop 20:

NOW, THEREFORE, the PDOP and Troop 20 agree as follows:

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

The PDOP will allow Troop 20 to use a Park District Facility Room at certain times, as stated in Appendix A, and Troop 20 will provide volunteer support services to the PDOP as stated in Appendix A.

#### Section 2. General Standards for Facilities Use

- A. <u>Compliance with Policies, Ordinances, and Procedures</u>. Troop 20 and its staff must comply with all applicable PDOP Rules and Regulations when using a PDOP Facility.
- B. <u>Park District Facility Setup</u>. Troop 20 is required to set up the Facility for their meetings which includes clean-up. The PDOP will provide for normal maintenance and custodial services.
- C. <u>Carry-In Carry-Out</u>. Troop 20 must communicate to their participants regarding Carry-In Carry-Out program to reduce waste in the parks.
- D. <u>Reasonable Care</u>. Troop 20 must take reasonable care to prevent damage to, or unusual wear and tear to PDOP Facilities including furnishings, and equipment. Troop 20 will be responsible for the repair of any damage or unusual wear and tear to a PDOP Facility.

#### Section 3. Background Checks

Prior to the commencement of the Approved Use, Troop 20 must complete a criminal background check on all volunteers before that volunteer participates with Troop 20 at a PDOP Facility. Troop 20 will provide an affidavit stating that Criminal Background Checks have been completed on all Troop 20 volunteers. The failure of

Troop 20 to comply with the provisions of this Subsection A may disqualify Troop 20 from engaging in the Authorized Use.

#### Section 4. General Liability Insurance

TROOP 20 must provide standard insurance coverage for its activities. The Park District will maintain its standard property and casualty insurance coverage.

#### Section 5. Indemnity

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

Troop 20 shall be responsible for and shall pay for any damages to Park District property arising out of the use of the said premises pursuant to the terms of this agreement or otherwise; ordinary wear and tear accepted.

#### Section 6. General Provisions

- A. <u>Term</u>. This Agreement is for a term beginning on January 1, 2026 and ending on December 31, 2026.
- B. <u>Termination</u>. Either party may terminate this Agreement within 30 days via a written notice to the other party.
- C. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties as to the matters stated in this Agreement and supersedes any and all prior agreements and negotiations between the parties related to those matters, whether written or oral.
- D. Amendments and Modifications. Except as specifically provided in this Agreement for Appendix A, this Agreement may not be amended or modified in any way except in writing and approved and executed by the PDOP and Troop 20.
- E. <u>No Third-Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of the PDOP and Troop 20, and nothing in this Agreement is intended to provide any right or benefit of any kind whatsoever to any person or entity other than the PDOP and Troop 20.
- F. <u>Illinois Law Applies</u>. This Agreement shall be governed by the laws of the State of Illinois.

WHEREFORE, the PDOP and Troop 20 have caused this Agreement to be executed by their duly authorized representatives as of January 1, 2026.

Park District of	of Oak Park	
Ву:		Date:
Printed name:	<del></del>	
Title:		
Troop 20	11 11	
Ву:	Platthe Muller	Date:
10/20 202x		
Printed name:	Matther Muelle	
Title:	Troops 20 Committee Charperson	

APPENDIX A

#### SHARED FACILITIES AND VOLUNTEER SUPPORT SERVICES

#### The Park District will:

- · Allow use of an activity room up to six hours per month
- Provide at least 10 days' notice of the need for distribution along with clear directions of where and when to distribute materials;
- Provide a Park District contact person to manage volunteers at the Frank Lloyd Wright Race.

#### Troop 20 will:

- Assure that any cancellation of use or significant schedule changes are communicated in advance of use;
- · Leave a facility in the same condition as found;
- Participate in the Carry-In Carry-Out program.
- Provide a minimum of 10 volunteers for the Frank Lloyd Wright race on Sunday, October 19, 2025.
- Distribute flyers, pamphlets or other promotional materials

# A PARTNERSHIP AGREEMENT BETWEEN THE PARK DISTRICT OF OAK PARK AND ASCENSION PARISH AND SCHOOL FOR SHARED USE OF FACILITIES AND SUPPORTING SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of January 1, 2026 (the "Effective Date") between the Park District of Oak Park, an Illinois park district, (the "Park District") and Ascension Parish and School of the Catholic Bishop of Chicago, an Illinois corporation ("Ascension");

WHEREAS, the Park District has a program through which it partners with other Oak Park organizations to share facilities and services; and

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

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

#### SECTION 1. SHARED FACILITIES AND SERVICES

The Park District will share certain of its play fields with Ascension as stated in Appendix A attached to and by this reference incorporated into this Agreement, and Ascension will share certain gymnasium and other space at its school building with the Park District also as stated in Appendix A (each a "Shared Facility" and collectively the "Shared Facilities"). The Park District and Ascension may modify the list of Shared Facilities from time to time in writing, without formal amendment of this Agreement.

#### SECTION 2. USE OF SHARED FACILITIES

- A. <u>Requests in Writing</u>. The Park District and Ascension each may use the other's Shared Facilities as stated in Appendix A. In addition, each party may request from time to time, in writing, additional use of a Shared Facility of the other party (an "Additional Use").
- B. <u>Responses to Requests</u>. All requests shall be answered in writing within 10 working days after receipt. A host party may decline a request for an Additional Use at its discretion, but the parties will endeavor to allow an Additional Use whenever reasonably possible.
- C. <u>Cancellation of Approved Event or Program</u>. The host party will endeavor not to cancel or postpone the use by the guest party of a Shared Facility that is stated in Appendix A or that has been approved as an Additional Use. The host party, in the case of a conflict or other circumstance that cannot reasonably be resolved, may cancel or postpone the guest party's use of a Shared Facility on 72-hours written notice or, if 72-hours written notice is impractical, then as much advance notice as possible. The host party will cooperate with the guest party to relocate or reschedule the affected program.
- D. <u>Compliance with Policies, Ordinances, and Procedures</u>. The guest party and its staff members and participants must comply with all applicable rules and policies of the host party relating to conduct and use of the Shared Facility.

- E. <u>Normal Maintenance</u>. Each party will undertake all normal and routine maintenance of its own facilities at no cost to the guest party. In the case of the Park District's play fields, the Park District will undertake routine maintenance. Ascension will perform some routine tasks relating to the use of the play fields, such as equipment setup if any, and other similar preparation for play.
- F. <u>Clean-Up of Debris</u>. The guest party is responsible for cleaning up litter and debris generated as a direct result of the guest party's use of a Shared Facility. Ascension must adopt and follow sound environmental practices, including, among other measures, encouraging use of reusable water and juice containers and other waste reduction measures and proper disposal of recyclable products. The Park District also expects support and communication to your participants of the Carry In Carry Out program to reduce waste in the parks.
- G. <u>Reasonable Care</u>. Each time a guest party uses a Shared Facility, the guest party will take reasonable care to prevent damage to, or unusual wear and tear to, that facility, including without limitation damage or unusual wear and tear to turf, materials, and equipment.
- H. Repairs. The guest party will promptly repair at its expense, or pay the host party for the repair, of any damage or unusual wear and tear to a Shared Facility, including without limitation turf, materials, and equipment, caused by the guest party's use, which repair will be undertaken at a time and in a manner agreed to by the parties. Ascension will not be responsible for large-scale re-sodding of a play field but may be responsible for replacing portions of sod on a play field if the sod is severely damaged from misuse, abuse, or other extraordinary activity conducted by Ascension.
- I. <u>Responsibility for Own Personnel</u>. Each party shall be fully and solely responsible for its own employees, contracted services, and other agents including without limitation responsibility for supervision, direction, compensation, insurance, risk, liability, and claims.

#### SECTION 3. GENERAL LIABILITY INSURANCE

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

#### SECTION 4. INDEMNITY

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

#### SECTION 5. GENERAL PROVISIONS

A. <u>Term.</u> This Agreement is a term commencing on the Effective Date and expiring on December 31, 2026 (the "*Term*"). The parties may extend the Term of this Agreement one or more times for a total length of time not exceeding two additional years by signing a written determination to do so at any time before the expiration of the current Term.

- B. <u>Assignment Prohibited</u>. Neither party may assign any right, privilege, duty, or responsibility established in this Agreement at any time except only with the prior written consent of the other party.
- C. <u>Termination</u>. Either party may terminate this Agreement on 120 days written notice to the other party, except that this Agreement may not be terminated in a manner that unreasonably interferes with the completion of a program of finite a term within a Shared Facility and, if necessary, the term of this Agreement as it applies to that Shared Facility will be extended to accommodate the conclusion of that program.
- D. <u>Notice</u>. 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. Each party may change the address or the addressee, or both, for all future notices and communications to that party, 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 Ascension:

Ascension School 601 Van Buren Street Oak Park, Illinois 60304

Attn: Principal

If to the Park District:

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

With copies to:

Ascension School 601 Van Buren Street Oak Park, Illinois 60304

Attn: Pastor

The Archdiocese of Chicago 835 North Rush Street Chicago, Illinois 60611

Attention: Office of Legal Services

E. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties as to the matters stated in this Agreement and supersedes any and all prior agreements and negotiations between the parties related to those matters, whether written or oral.

- F. <u>Amendments and Modifications</u>. Except as specifically provided in this Agreement for Appendix A, this Agreement may not be amended or modified in any way except in writing and approved and executed by the Park District and Ascension
- G. <u>No Waiver, Enforcement</u>. The failure by a party to insist on strict performance of any covenant, warranty, or condition or to enforce any of its rights under this Agreement in any instance may not be construed as a waiver in any subsequent insistence on strict performance or enforcement.
- H. <u>No Third-Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of the Park District and Ascension, and nothing in this Agreement is intended to provide any right or benefit of any kind whatsoever to any person or entity other than the Park District and Ascension.
- I. <u>No Agency or Partnership</u>. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any association between the parties other than the sharing of space and services as specifically described herein.
- J. <u>Illinois Law Applies</u>. This Agreement shall be governed by the laws of the State of Illinois.

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

#### Park District of Oak Park

By:		Date:	
Printed name:			
Title:			
The Catholic	Bishop of Chicago		
By:		Date:	
Printed name:	Eric Wollan		
Title:	Chief Capital Assets Officer		
	Acknowledged by:		
	Father Carl Morello Ascension Parish		

#### APPENDIX A

#### SHARED FACILITIES AND SUPPORTING SERVICES

#### Park District of Oak Park Facilities and Services

Total number of hours to be determined – eligible for three (3) hours of field space for one (1) hour of gym space provided to PDOP.

In addition to the above, Ascension may operate at a Tenant level with an adjusted hourly rate of \$24/Hour.

Park: Park access for school picnic

No inflatables or food vendors are allowed on park property.

**Soccer Field:** Soccer field for school soccer program

#### Park District will:

Line fields and provide goals for games

Attempt to accommodate changes to the identified schedule and dates based upon availability.

#### Ascension will:

Examine playfield and equipment before use to assure safe conditions

Report poor conditions to the Park District

Communication to participants of the Carry In – Carry Out program to reduce waste in the parks.

Communication regarding weather conditions to their coaches/participants/volunteers.

#### Ascension School Facilities and Services

#### Ascension Gymnasium

**TBD** 

Additional gym space T.B.D. for every hour of agreed upon gym space used by PDOP Ascension will receive three hours of outdoor space based on availability.

#### Park District will:

Provide contact information for staff assigned to use and manage activities in school facilities

Report any concerns and unsafe conditions in advance of use

Leave the facility in the same condition as found

#### Ascension will:

Provide a location to temporarily store sports equipment

Cover any staffing and associated fees to help Park District patrons gain facility access or to monitor facility

Attempt to accommodate changes to the identified schedule and dates based upon availability.

# A PARTNERSHIP AGREEMENT BETWEEN THE PARK DISTRICT OF OAK PARK AND ST. GILES PARISH AND SCHOOL FOR SHARED USE OF FACILITIES AND SUPPORTING SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of January 1, 2026 (the "Effective Date") between the Park District of Oak Park, an Illinois park district, (the "Park District") and St. Giles Parish and School of the Catholic Bishop of Chicago, an Illinois corporation ("St. Giles");

WHEREAS, the Park District has a program through which it partners with other Oak Park organizations to share facilities and services; and

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

NOW, THEREFORE, the Park District and St. Giles agree as follows:

#### SECTION 1. SHARED FACILITIES AND SERVICES

The Park District will share certain of its play fields with St. Giles as stated in Appendix A attached to and by this reference incorporated into this Agreement, and St. Giles will share certain gymnasium and other space at its school building with the Park District also as stated in Appendix A (each a "Shared Facility" and collectively the "Shared Facilities"). The Park District and St. Giles may modify the list of Shared Facilities from time to time in writing, without formal amendment of this Agreement.

For

#### SECTION 2. USE OF SHARED FACILITIES

- A. <u>Requests in Writing</u>. The Park District and St. Giles each may use the other's Shared Facilities as stated in Appendix A. In addition, each party may request from time to time, in writing, additional use of a Shared Facility of the other party (an "Additional Use").
- B. <u>Responses to Requests</u>. All requests shall be answered in writing within 10 working days after receipt. A host party may decline a request for an Additional Use at its discretion, but the parties will endeavor to allow an Additional Use whenever reasonably possible.
- C. <u>Cancellation of Approved Event or Program</u>. The host party will endeavor not to cancel or postpone the use by the guest party of a Shared Facility that is stated in Appendix A or that has been approved as an Additional Use. The host party, in the case of a conflict or other circumstance that cannot reasonably be resolved, may cancel or postpone the guest party's use of a Shared Facility on 72-hours written notice or, if 72-hours written notice is impractical, then as much advance notice as possible. The host party will cooperate with the guest party to relocate or reschedule the affected program.
- D. <u>Compliance with Policies, Ordinances, and Procedures</u>. The guest party and its staff members and participants must comply with all applicable rules and policies of the host party relating to conduct and use of the Shared Facility.

- E. <u>Normal Maintenance</u>. Each party will undertake all normal and routine maintenance of its own facilities at no cost to the guest party. In the case of the Park District's play fields, the Park District will undertake routine maintenance. St. Giles will perform some routine tasks relating to the use of the play fields, such as equipment setup if any, and other similar preparation for play.
- F. <u>Clean-Up of Debris</u>. The guest party is responsible for cleaning up litter and debris generated as a direct result of the guest party's use of a Shared Facility. St. Giles must adopt and follow sound environmental practices, including, among other measures, encouraging use of reusable water and juice containers and other waste reduction measures and proper disposal of recyclable products. The Park District also expects support and communication to your participants of the Carry In Carry Out program to reduce waste in the parks.
- G. <u>Reasonable Care</u>. Each time a guest party uses a Shared Facility, the guest party will take reasonable care to prevent damage to, or unusual wear and tear to, that facility, including without limitation damage or unusual wear and tear to turf, materials, and equipment.
- H. Repairs. The guest party will promptly repair at its expense, or pay the host party for the repair, of any damage or unusual wear and tear to a Shared Facility, including without limitation turf, materials, and equipment, caused by the guest party's use, which repair will be undertaken at a time and in a manner agreed to by the parties. St Giles will not be responsible for large-scale re-sodding of a play field but may be responsible for replacing portions of sod on a play field if the sod is severely damaged from misuse, abuse, or other extraordinary activity conducted by St. Giles.
- I. <u>Responsibility for Own Personnel</u>. Each party shall be fully and solely responsible for its own employees, contracted services, and other agents including without limitation responsibility for supervision, direction, compensation, insurance, risk, liability, and claims.

#### SECTION 3. GENERAL LIABILITY INSURANCE

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

#### SECTION 4. INDEMNITY

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

#### SECTION 5. GENERAL PROVISIONS

A. <u>Term.</u> This Agreement is a term commencing on the Effective Date and expiring on December 31, 2026 (the "*Term*"). The parties may extend the Term of this Agreement one or more times for a total length of time not exceeding two additional years by signing a written determination to do so at any time before the expiration of the current Term.

- B. <u>Assignment Prohibited</u>. Neither party may assign any right, privilege, duty, or responsibility established in this Agreement at any time except only with the prior written consent of the other party.
- C. <u>Termination</u>. Either party may terminate this Agreement on 120 days written notice to the other party, except that this Agreement may not be terminated in a manner that unreasonably interferes with the completion of a program of finite a term within a Shared Facility and, if necessary, the term of this Agreement as it applies to that Shared Facility will be extended to accommodate the conclusion of that program.
- D. <u>Notice</u>. 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 days 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. Each party may change the address or the addressee, or both, for all future notices and communications to that party, 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 St. Giles:

St. Giles School 1034 Linden Avenue Oak Park, Illinois 60302

Attn: Principal

If to the Park District:
Park District of Oak Park
c/o Executive Director
218 Madison Street

Oak Park, Illinois 60302

With copies to:

St. Giles School 1025 Columbian Avenue Oak Park, Illinois 60302

Attn: Pastor

The Archdiocese of Chicago 835 North Rush Street Chicago, Illinois 60611

Attention: Office of Legal Services

E. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties as to the matters stated in this Agreement and supersedes any and all prior agreements and negotiations between the parties related to those matters, whether written or oral.

- F. <u>Amendments and Modifications</u>. Except as specifically provided in this Agreement for Appendix A, this Agreement may not be amended or modified in any way except in writing and approved and executed by the Park District and St. Giles
- G. <u>No Waiver, Enforcement</u>. The failure by a party to insist on strict performance of any covenant, warranty, or condition or to enforce any of its rights under this Agreement in any instance may not be construed as a waiver in any subsequent insistence on strict performance or enforcement.
- H. <u>No Third-Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of the Park District and St. Giles, and nothing in this Agreement is intended to provide any right or benefit of any kind whatsoever to any person or entity other than the Park District and St. Giles.
- I. <u>No Agency or Partnership</u>. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any association between the parties other than the sharing of space and services as specifically described herein.
- J. <u>Illinois Law Applies</u>. This Agreement shall be governed by the laws of the State of Illinois.

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

#### Park District of Oak Park

By:	
Printed name:	
Title:	
The Catholic	Bishop of Chicago
Printed name:	Eric Wollan
Title:	Director of Capital Assets
Acknowledge	d by:
	Rev. Carl Morello, Pastor

#### APPENDIX A

#### SHARED FACILITIES AND SUPPORTING SERVICES

#### **Park District Facilities and Services**

#### <u>August – October</u>:

- St. Giles use of a Park District soccer field for practices and games, after 4:00 PM during the week and at various times on Saturdays if available.
- Total number of hours to be determined; eligible for three (3) hours of field space for one (1) hour of indoor space provided to PDOP.
- In addition to the above, St. Giles may operate at a Tenant level with an adjusted hourly rate of \$24/Hour.

#### The Park District will:

- Line fields and provide goals for games.
- Maintain turf suitable for play.
- Place goals for games only.

#### St. Giles will:

- Examine playfield and equipment before use to assure safe conditions.
- Report poor conditions before a field is used.
- Support and communicate to their participants of the Carry In-Carry Out program to reduce waste in the parks.

#### St. Giles Facilities and Services

Basketball courts or other rooms requested and available for various Park District activities for every hour of indoor space St. Giles will be eligible for three (3) hours of outdoor space based on availability.

## PARK DISTRICT OF OAK PARK

# FACILITIES USE LICENSE AGREEMENT WITH OAK PARK WINDMILLS ORGANIZATION

This Facilities Use License Agreement ("License Agreement") is entered into between the Park District of Oak Park (the "Park District") Oak Park Windmills ("WINDMILLS);

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

WHEREAS, WINDMILLS is one of the organizations that use the Facilities; and

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

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

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

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

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

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

Classification: Tenant

Approved Facilities: Park District managed facilities & athletic fields

Nature of use: Practices, games, meetings & registrations

Times of Use: Fields without lights are sunrise to sunset with permit

Fields with lights are sunrise until the auto-timed lights turn off

Facilities with permit

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

These terms constitute the "Authorized Use" and the License is for the Authorized Use only.

#### II. Term of License; Termination

The License is for a term commencing on January 1, 2026 and expiring on December 31, 2026 (the "License Term"). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the WINDMILLS, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by WINDMILLS of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to WINDMILLS of the noncompliance. On termination of the License, all use of the Approved Facilities by the WINDMILLS must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the WINDMILLS to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

#### III. Pricing

PACT organizations in the <u>Tenant</u> level do not have participant fees and do not receive allotted facility use hours. The hourly rate for Windmills is \$48/Hour.

#### IV. Bond

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

#### V. Insurance

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

#### VI. Coach/Volunteer Background Checks

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the WINDMILLS using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC".) The failure of the WINDMILLS to comply with the provisions of this Subsection VI may disqualify the WINDMILLS from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The WINDMILLS must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the WINDMILLS using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

- A. <u>Background Checks Conducted By WINDMILLS</u>. Prior to the commencement of the Approved Use, the WINDMILLS must provide to the Park District, for Park District approval, an affidavit signed by an authorized WINDMILLS representative that all their coaches/volunteers have completed a CBC.
- B. <u>Background Checks Conducted through the Park District Background Check System</u>. If WINDMILLS chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at www.pdop.org/volunteer to fill out the form. WINDMILLS will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify WINDMILLS. WINDMILLS will be charged the same fee for each CBC that the Park

District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

#### VII. Park District Services

The Park District will endeavor to provide the following for the WINDMILLS:

- A staff member or elected official to serve as a liaison to the WINDMILLS and who will endeavor to attend WINDMILLS board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

#### VIII. WINDMILLS Additional Responsibilities

The WINDMILLS will comply with the following:

- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at www.pdop.org/programs/youth
- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. WINDMILLS will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the WINDMILLS from incurring any
  expense for or in the name of the Park District.
- Forbid everyone within the WINDMILLS from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.

- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- WINDMILLS is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. WINDMILLS will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- WINDMILLS shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of WINDMILLS, including WINDMILLS's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.
- WINDMILLS is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.
- WINDMILLS understands and agrees that the Park District does not assume care, custody or control
  of any personal property or equipment brought on the Facilities. Park District does not assume
  liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of WINDMILLS's permits, all permits that WINDMILLS does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in WINDMILLS being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

#### IX. Carry In/Carry Out

WINDMILLS will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. WINDMILLS will carry out what they carry in to the Facilities.

#### X. Specific Terms of Agreement

PARK DISTRICT OF OAK PARK

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the WINDMILLS have caused this License Agreement to be executed by authorized representatives.

By:	President	Date:
OAK PARK WI	NDMILLS //	
Ву:		Date: <u>11/6/2025</u>
Printed name:	Benjamin Stone	
Title:	Windmills Org President	

## PARK DISTRICT OF OAK PARK

# FACILITIES USE LICENSE AGREEMENT WITH OAK PARK AYSO ORGANIZATION

This Facilities Use License Agreement ("*License Agreement*") is entered into between the Park District of Oak Park (the "*Park District*") and Oak Park AYSO (the "OPAYSO");

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

WHEREAS, OPAYSO is one of the organizations that use the Facilities; and

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

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

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

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

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

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

Classification: Associate

Approved Facilities: Park District managed facilities & athletic fields

Nature of use: Soccer practices, games, meetings & registrations

Times of Use: Fields without lights are sunrise to sunset with permit

Fields with lights are sunrise until the auto-timed lights turn off

Facilities with permit

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

These terms constitute the "Authorized Use" and the License is for the Authorized Use only.

#### II. Term of License; Termination

The License is for a term commencing on January 1, 2026 and expiring on December 31, 2028 (the "License Term"). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the OPAYSO, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by OPAYSO of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to OPAYSO of the noncompliance. On termination of the License, all use of the Approved Facilities by the OPAYSO must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the OPAYSO to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

#### III. Eligible Hours and Pricing Schedule

OPAYSO's number of participants x 3 equals the number of hours that OPAYSO is eligible. OPAYSO understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

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

Eligible Hours: 2026 - \$12 per hour

2027 - \$14 per hour 2028 - \$16 per hour

Community Center: 40% Discount

Over Time Hours: Any permitted hours in excess of eligible hours will be billed at:

2026 \$24 per hour2027 \$28 per hour2028 \$32 per hour

B. <u>Number of Participants; Payment of Invoice</u>. The OPAYSO will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The OPAYSO will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the OPAYSO of its duty to pay for their permitted hours.

#### IV. Bond

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

#### V. Insurance

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

#### VI. Coach/Volunteer Background Checks

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the OPAYSO using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC".) The failure of the OPAYSO to comply with the provisions of this Subsection VI may disqualify the OPAYSO from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The OPAYSO must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the OPAYSO using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

- A. <u>Background Checks Conducted By OPAYSO</u>. Prior to the commencement of the Approved Use, the OPAYSO must provide to the Park District, for Park District approval, an affidavit signed by an authorized OPAYSO representative that all their coaches/volunteers have completed a CBC.
- B. Background Checks Conducted through the Park District Background Check System. If OPAYSO chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at www.pdop.org/volunteer to fill out the form. OPAYSO will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify OPAYSO. OPAYSO will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

#### VII. Park District Services

The Park District will endeavor to provide the following for the OPAYSO:

- A staff member or elected official to serve as a liaison to the OPAYSO and who will endeavor to attend OPAYSO board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

#### VIII. OPAYSO Additional Responsibilities

The OPAYSO will comply with the following:

• Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at www.pdop.org/programs/youth

- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. OPAYSO will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the OPAYSO from incurring any expense for or in the name of the Park District.
- Forbid everyone within the OPAYSO from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- OPAYSO is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. OPAYSO will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- OPAYSO shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of OPAYSO, including OPAYSO's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.
- OPAYSO is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.

- OPAYSO understands and agrees that the Park District does not assume care, custody or control of any personal property or equipment brought on the Facilities. Park District does not assume liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of OPAYSO's permits, all permits that OPAYSO does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in OPAYSO being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

#### IX. Carry In/Carry Out

OPAYSO will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. OPAYSO will carry out what they carry in to the Facilities.

#### X. Specific Terms of Agreement

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the OPAYSO have caused this License Agreement to be executed by authorized representatives.

#### PARK DISTRICT OF OAK PARK

By:		Date:	
	President		
OAK PARK AYS			
By:	Jun Ifm	Date: _	10/23/25
Printed name: _	Thomas Howe		
Title:	Regional Commissioner		

## PARK DISTRICT OF OAK PARK

# FACILITIES USE LICENSE AGREEMENT WITH OAK PARK YOUTH BASEBALL SOFTBALL ORGANIZATION FOR ASSOCIATE AND COMPANION FIELD USAGE

This Facilities Use License Agreement ("*License Agreement*") is entered into between the Park District of Oak Park (the "*Park District*") and Oak Park Youth Baseball Softball (the "OPYBS");

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

WHEREAS, OPYBS is one of the organizations that use the Facilities; and

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

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

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

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

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

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

Classification: Associate

Approved Facilities: Park District managed facilities & athletic fields

Nature of use: Baseball and softball practices, games, meetings & registrations

Times of Use: Fields without lights are sunrise to sunset with permit

Fields with lights are sunrise until the auto-timed lights turn off

Facilities with permit

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

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

Classification: Companion

Approved Facilities: Park District managed facilities & athletic fields

Nature of use: Baseball and softball practices, games, meetings & registrations

Times of Use: Fields without lights are sunrise to sunset with permit

Fields with lights are sunrise until the auto-timed lights turn off

Facilities with permit

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

These terms constitute the "Authorized Use" and the License is for the Authorized Use only.

#### II. Term of License; Termination

The License is for a term commencing on January 1, 2026 and expiring on December 31, 2028 (the "License Term"). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the OPYBS, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by OPYBS of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to OPYBS of the noncompliance. On termination of the License, all use of the Approved Facilities by the OPYBS must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the OPYBS to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

#### III. Eligible Hours and Pricing Schedule

OPYBS's number of participants x 4 equals the number of hours that OPYBS is eligible. OPYBS understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

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

Eligible Hours: 2026 - \$12 per hour

2027 - \$14 per hour 2028 - \$16 per hour

Community Center: 40% Discount

Over Time Hours: Any permitted hours in excess of eligible hours will be billed at:

2026 \$24 per hour2027 \$28 per hour2028 \$32 per hour

#### **Companion Pricing Schedule:**

Eligible Hours: 2026 - \$15 per hour

2027 - \$17 per hour 2028 - \$19 per hour

Community Center: 40% Discount

Over Time Hours: Any permitted hours in excess of eligible hours will be billed at:

2026 \$30 per hour2027 \$34 per hour2028 \$38 per hour

B. <u>Number of Participants: Payment of Invoice</u>. The OPYBS will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The OPYBS will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the OPYBS of its duty to pay for their permitted hours.

#### IV. Bond

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

#### V. Insurance

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

#### VI. Coach/Volunteer Background Checks

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the OPYBS using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC".) The failure of the OPYBS to comply with the provisions of this Subsection VI may disqualify the OPYBS from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The OPYBS must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the OPYBS using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

- A. <u>Background Checks Conducted By OPYBS</u>. Prior to the commencement of the Approved Use, the OPYBS must provide to the Park District, for Park District approval, an affidavit signed by an authorized OPYBS representative that all their coaches/volunteers have completed a CBC.
- B. <u>Background Checks Conducted through the Park District Background Check System.</u> If OPYBS chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at www.pdop.org/volunteer to fill out the form. OPYBS will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify OPYBS. OPYBS will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

#### VII. Park District Services

The Park District will endeavor to provide the following for the OPYBS:

• A staff member or elected official to serve as a liaison to the OPYBS and who will endeavor to attend OPYBS board meetings if requested.

- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

#### VIII. OPYBS Additional Responsibilities

The OPYBS will comply with the following:

- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at www.pdop.org/programs/youth
- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. OPYBS will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the OPYBS from incurring any expense for or in the name of the Park District.
- Forbid everyone within the OPYBS from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- OPYBS is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.

- Immediately alert the Park District of any damage made to Facilities. OPYBS will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- OPYBS shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of OPYBS, including OPYBS's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.
- OPYBS is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.
- OPYBS understands and agrees that the Park District does not assume care, custody or control of
  any personal property or equipment brought on the Facilities. Park District does not assume
  liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of OPYBS's permits, all permits that OPYBS does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in OPYBS being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

#### IX. Carry In/Carry Out

OPYBS will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. OPYBS will carry out what they carry in to the Facilities.

#### X. Specific Terms of Agreement

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the OPYBS have caused this License Agreement to be executed by authorized representatives.

#### PARK DISTRICT OF OAK PARK

By:		Date:
	President	
OAK PARK YOU	JTH BASEBALL SOFTBALL	
By:	Sam Elsener	Date: <u>10-26-25</u>
Printed name: _	Sam Elsener	
Title:	Director	

## PARK DISTRICT OF OAK PARK

# FACILITIES USE LICENSE AGREEMENT WITH CHICAGO EDGE SC ORGANIZATION

This Facilities Use License Agreement ("*License Agreement*") is entered into between the Park District of Oak Park (the "*Park District*") Chicago Edge SC (the "EDGE");

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

WHEREAS, EDGE is one of the organizations that use the Facilities; and

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

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

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

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

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

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

Classification: Companion

Approved Facilities: Park District managed facilities & athletic fields

Nature of use: Soccer practices, games, meetings & registrations

Times of Use: Fields without lights are sunrise to sunset with permit

Fields with lights are sunrise until the auto-timed lights turn off

Facilities with permit

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

These terms constitute the "Authorized Use" and the License is for the Authorized Use only.

#### II. Term of License; Termination

The License is for a term commencing on January 1, 2026 and expiring on December 31, 2028 (the "*License Term*"). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the EDGE, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by EDGE of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to EDGE of the noncompliance. On termination of the License, all use of the Approved Facilities by the EDGE must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the EDGE to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

#### III. Eligible Hours and Pricing Schedule

EDGE's number of participants x 3 equals the number of hours that EDGE is eligible. EDGE understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

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

Eligible Hours: 2026 - \$15 per hour

2027 - \$17 per hour 2028 - \$19 per hour

Community Center: 40% Discount

Over Time Hours: Any permitted hours in excess of eligible hours will be billed at:

2026 \$30 per hour2027 \$34 per hour2028 \$38 per hour

B. <u>Number of Participants: Payment of Invoice</u>. The EDGE will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The EDGE will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the EDGE of its duty to pay for their permitted hours.

#### IV. Bond

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

#### V. Insurance

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

# VI. Coach/Volunteer Background Checks

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the EDGE using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC".) The failure of the EDGE to comply with the provisions of this Subsection VI may disqualify the EDGE from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The EDGE must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the EDGE using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

- A. <u>Background Checks Conducted By EDGE</u>. Prior to the commencement of the Approved Use, the EDGE must provide to the Park District, for Park District approval, an affidavit signed by an authorized EDGE representative that all their coaches/volunteers have completed a CBC.
- B. Background Checks Conducted through the Park District Background Check System. If EDGE chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at www.pdop.org/volunteer to fill out the form. EDGE will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify EDGE. EDGE will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

#### VII. Park District Services

The Park District will endeavor to provide the following for the EDGE:

- A staff member or elected official to serve as a liaison to the EDGE and who will endeavor to attend EDGE board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

#### VIII. EDGE Additional Responsibilities

The EDGE will comply with the following:

• Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at www.pdop.org/programs/youth

- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. EDGE will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the EDGE from incurring any expense for or in the name of the Park District.
- Forbid everyone within the EDGE from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- EDGE is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. EDGE will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- EDGE shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of EDGE, including EDGE's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.
- EDGE is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.

- EDGE understands and agrees that the Park District does not assume care, custody or control of any personal property or equipment brought on the Facilities. Park District does not assume liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of EDGE's permits, all permits that EDGE does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event.
   Weather events reported later than one week after said event will result in EDGE being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

### IX. Carry In/Carry Out

EDGE will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. EDGE will carry out what they carry in to the Facilities.

# X. Specific Terms of Agreement

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the EDGE have caused this License Agreement to be executed by authorized representatives.

PARK DISTRICT OF OAK PARK				
Ву:	President	Date:		
CHICAGO EDGE S	С			
Ву:	Gavin Richards	Date:	10/22/25	
Printed name:	Gavin Richards	_		
Title:	Director of Operations			

# PARK DISTRICT OF OAK PARK

# FACILITIES USE LICENSE AGREEMENT WITH OPRF ALLIANCE ORGANIZATION

This Facilities Use License Agreement ("*License Agreement*") is entered into between the Park District of Oak Park (the "*Park District*") OPRF Alliance (the "ALLIANCE");

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

WHEREAS, ALLIANCE is one of the organizations that use the Facilities; and

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

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

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

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

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

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

Classification: Companion

Approved Facilities: Park District managed facilities & athletic fields

Nature of use: Soccer practices, games, meetings & registrations

Times of Use: Fields without lights are sunrise to sunset with permit

Fields with lights are sunrise until the auto-timed lights turn off

Facilities with permit

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

These terms constitute the "Authorized Use" and the License is for the Authorized Use only.

#### II. Term of License; Termination

The License is for a term commencing on January 1, 2026 and expiring on December 31, 2028 (the "License Term"). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the ALLIANCE, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by ALLIANCE of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to ALLIANCE of the noncompliance. On termination of the License, all use of the Approved Facilities by the ALLIANCE must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the ALLIANCE to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

### III. Eligible Hours and Pricing Schedule

ALLIANCE's number of participants x 3 equals the number of hours that ALLIANCE is eligible. ALLIANCE understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

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

Eligible Hours: 2026 - \$15 per hour

2027 - \$17 per hour 2028 - \$19 per hour

Community Center: 40% Discount

Over Time Hours: Any permitted hours in excess of eligible hours will be billed at:

2026 \$30 per hour2027 \$34 per hour2028 \$38 per hour

B. <u>Number of Participants; Payment of Invoice</u>. The ALLIANCE will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The ALLIANCE will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the ALLIANCE of its duty to pay for their permitted hours.

#### IV. Bond

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

#### V. Insurance

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

ALLIANCE must file proof of all required insurance coverage with the Park District prior to commencement of the Authorized Use.

## VI. Coach/Volunteer Background Checks

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the ALLIANCE using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC".) The failure of the ALLIANCE to comply with the provisions of this Subsection VI may disqualify the ALLIANCE from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The ALLIANCE must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the ALLIANCE using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

- A. <u>Background Checks Conducted By ALLIANCE</u>. Prior to the commencement of the Approved Use, the ALLIANCE must provide to the Park District, for Park District approval, an affidavit signed by an authorized ALLIANCE representative that all their coaches/volunteers have completed a CBC.
- B. Background Checks Conducted through the Park District Background Check System. If ALLIANCE chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at www.pdop.org/volunteer to fill out the form. ALLIANCE will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify ALLIANCE. ALLIANCE will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

#### VII. Park District Services

The Park District will endeavor to provide the following for the ALLIANCE:

- A staff member or elected official to serve as a liaison to the ALLIANCE and who will endeavor to attend ALLIANCE board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

#### VIII. ALLIANCE Additional Responsibilities

The ALLIANCE will comply with the following:

- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at www.pdop.org/programs/youth
- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. ALLIANCE will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the ALLIANCE from incurring any expense for or in the name of the Park District.
- Forbid everyone within the ALLIANCE from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- ALLIANCE is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. ALLIANCE will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- ALLIANCE shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of ALLIANCE, including ALLIANCE's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.

- ALLIANCE is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.
- ALLIANCE understands and agrees that the Park District does not assume care, custody or control
  of any personal property or equipment brought on the Facilities. Park District does not assume
  liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of ALLIANCE's permits, all permits that ALLIANCE does not need must be
  given back to the Park District. Failure to give back permits prior to start of season will result in
  payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in ALLIANCE being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

# IX. Carry In/Carry Out

Title:

ALLIANCE will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. ALLIANCE will carry out what they carry in to the Facilities.

## X. Specific Terms of Agreement

President

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the ALLIANCE have caused this License Agreement to be executed by authorized representatives.

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# PARK DISTRICT OF OAK PARK

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

This Facilities Use License Agreement ("License Agreement") is entered into between the Park District of Oak Park (the "Park District") Oak Park River Forest Youth Ultimate (the "ULTIMATE");

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

WHEREAS, ULTIMATE is one of the organizations that use the Facilities; and

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

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

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

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

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

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

Classification: Companion

Approved Facilities: Park District managed facilities & athletic fields

Nature of use: Practices, games, meetings & registrations

Times of Use: Fields without lights are sunrise to sunset with permit

Fields with lights are sunrise until the auto-timed lights turn off

Facilities with permit

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

These terms constitute the "Authorized Use" and the License is for the Authorized Use only.

#### II. Term of License; Termination

The License is for a term commencing on January 1, 2026 and expiring on December 31, 2028 (the "License Term"). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the ULTIMATE, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by ULTIMATE of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to ULTIMATE of the noncompliance. On termination of the License, all use of the Approved Facilities by the ULTIMATE must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the ULTIMATE to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

### III. Eligible Hours and Pricing Schedule

ULTIMATE's number of participants x 3 equals the number of hours that ULTIMATE is eligible. ULTIMATE understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

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

Eligible Hours: 2026 - \$15 per hour

2027 - \$17 per hour 2028 - \$19 per hour

Community Center: 25% Discount

Over Time Hours: Any permitted hours in excess of eligible hours will be billed at:

2026 \$30 per hour2027 \$34 per hour2028 \$38 per hour

B. <u>Number of Participants; Payment of Invoice</u>. The ULTIMATE will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The ULTIMATE will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the ULTIMATE of its duty to pay for their permitted hours.

#### IV. Bond

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

#### V. Insurance

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

ULTIMATE must file proof of all required insurance coverage with the Park District prior to commencement of the Authorized Use.

## VI. Coach/Volunteer Background Checks

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the ULTIMATE using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC".) The failure of the ULTIMATE to comply with the provisions of this Subsection VI may disqualify the ULTIMATE from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The ULTIMATE must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the ULTIMATE using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

- A. <u>Background Checks Conducted By ULTIMATE</u>. Prior to the commencement of the Approved Use, the ULTIMATE must provide to the Park District, for Park District approval, an affidavit signed by an authorized ULTIMATE representative that all their coaches/volunteers have completed a CBC.
- B. Background Checks Conducted through the Park District Background Check System. If ULTIMATE chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at www.pdop.org/volunteer to fill out the form. ULTIMATE will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify ULTIMATE. ULTIMATE will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

#### VII. Park District Services

The Park District will endeavor to provide the following for the ULTIMATE:

- A staff member or elected official to serve as a liaison to the ULTIMATE and who will endeavor to attend ULTIMATE board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

#### VIII. ULTIMATE Additional Responsibilities

The ULTIMATE will comply with the following:

- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at pdop.org/youthsportscode/
- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. ULTIMATE will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the ULTIMATE from incurring any expense for or in the name of the Park District.
- Forbid everyone within the ULTIMATE from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- ULTIMATE is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. ULTIMATE will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- ULTIMATE shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of ULTIMATE, including ULTIMATE's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.

- ULTIMATE is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.
- ULTIMATE understands and agrees that the Park District does not assume care, custody or control of any personal property or equipment brought on the Facilities. Park District does not assume liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of ULTIMATE's permits, all permits that ULTIMATE does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in ULTIMATE being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

### IX. Carry In/Carry Out

ULTIMATE will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. ULTIMATE will carry out what they carry in to the Facilities.

## X. Specific Terms of Agreement

PARK DISTRICT OF OAK PARK

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the ULTIMATE have caused this License Agreement to be executed by authorized representatives.

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To: Chris Wollmuth, Chair, Administration and Finance Committee

**Board of Park Commissioners** 

**From:** Paula Bickel, Director of Human Resources and Risk Management

**Cc:** Jan Arnold, Executive Director

**Date:** November 28, 2025

**Re:** Administrative and Board Manual Review



#### **Statement**

The Park District of Oak Park is committed to excellence and one of those components is the creation and implementation of an Administration Policy. Therefore, it is imperative for staff to understand their respective responsibilities in their positions and to use the Administration Policy Manual as a tool and for the Park Board to have its own tool, the Board Manual. Every year the Park District reviews the Administration Policy Manual and the Board Manual to make changes that include best practices, legal, and legislative changes.

#### **Discussion**

As part of the CAPRA Award application and keeping in line with good practices, the Administration Policy Manual and Board Policy Manual must be reviewed on an annual basis. This year staff reviewed the manuals and has made legal language requirement changes in the Administration Policy Manual as well as the following:

#### POL.A.02.04 Volunteers

• Updated timeframe to every three years for conducting background checks.

#### POL.A.03.01 Park & Recreation Comprehensive Strategic Master Plan

• Renamed from Comprehensive Master Plan (CMP) to Comprehensive Strategic Mast Plan (CSMP).

### **POL.A.04.06 Procurement Policy**

• Increased the competitive bidding threshold for supplies and materials to \$60,000 as signed into law.

## **IPM Policy**

 Updated language to align with OSHA compliance and EPA Worker Protection Standard. Added additional detailed signage, public notification protocols and sustainability and continuous improvement section added.

### Rules and Regulations governing Uses of the Park Facilities

- 7.11 Added language regarding prohibited items in all Parks to include temporary walls and shopping carts.
- 7.23 Removed language about drugs not therapeutically administered and added cannabis as prohibited in any Park Facility.

### **POL.A.07.02** Fees and Charges Policy

• Updated cost recover chart to align with new cost recovery pricing.

#### POL.A.07.03 Financial Assistance

• Updated Tier 1, Tier 2 and Tier 3 annual income thresholds.

### POL.A.07.05 Refunds

• Updated the service fee to \$5.00 for all other programs.

Staff also made updates to title changes.

#### Recommendation

Staff recommend that the Board approved the attached updated Administrative Policy Manual. No updates within the Board Policy Manual.

Attachment: Administrative and Board Policy Manuals updated December 2025



To: Chris Wollmuth, Chair, Administration and Finance Committee

**Board of Park Commissioners** 

From: Paula Bickel, Director of Human Resources and Risk Management

Jan Arnold, Executive Director

**Date:** November 28, 2025

**Re:** Personnel Policy Manual Review



#### **Statement**

The Park District of Oak Park believes that a comprehensive Personnel Policy Manual is helpful to educating staff to both their rights and responsibilities. Every year the Park District reviews the Personnel Policy Manual to make changes that include best practices, legal, and legislative changes.

#### **Discussion**

As part of the CAPRA Award application and keeping in line with good practices, the Personnel Policy Manual must be reviewed on an annual basis. This year staff reviewed the manual and has made legal language requirement changes as well as the following:

### POL.P.02.01 Classifications, Definitions, and Status of Employees

• Updated full-time hours to reflect employees working at least 40 hours per week.

#### POL.P.04.02 Vacation Leave

• Updated vacation accrual rates to align with full-time employees working 40 hours per week.

## POL.P.04.19 Family Neonatal Intensive Care Leave Act

• Added this new policy based on law.

### POL.P.05.04 Insurance & Flexible Spending Account Plan

Added Voluntary Retirement Plan language through ICMA. The District already provides this benefit
option.

#### **POL.P.06.21 Social Media Policy**

• Added language that employees are permitted to share posts from any PDOP managed social media account to their personal account. E.g. job postings, promotions.

# Recommendation

Staff recommends that the Board approved the updated Personnel Policy Manual.

Attachment: Personnel Policy Manual updated December 2025



To: Chris Wollmuth, Chair, Administration and Finance Committee

**Board of Park Commissioners** 

From: Ann Marie Buczek, Director of Marketing & Communication

Jan Arnold, Executive Director

**Date:** November 28, 2025

**Re:** Crisis Management Plan Review



#### **Statement**

Planning and preparedness is vital in Park District of Oak Park operations. Furthermore, it is critical for Park District of Oak Park employees to understand their respective roles in the event of a crisis. Every year the Park District reviews and updates the Crisis Management & Communication Plan to ensure staff preparedness.

#### **Discussion**

As part of the CAPRA Award application and keeping in line with good practices, the Crisis Management & Communication Plan must be reviewed on an annual basis. This manual has been reviewed by staff and updates to staff job titles as well as contact information for PDRMA have been made. No material changes were made from the previous year when the Crisis Communication Plan was last reviewed.

#### Recommendation

Staff recommends that the Board approve the attached Crisis Management & Communication Plan.

Attachment: Crisis Management & Communication Plan updated December 2025



To: Chris Wollmuth, Chair, Administration and Finance Committee

**Board of Park Commissioners** 

**From:** Paula Bickel, Director of Human Resources and Risk Management

**Cc:** Jan Arnold, Executive Director

Date: November 28, 2025

**Re:** Safety Manual Review



#### **Statement**

The Park District of Oak Park believes that a comprehensive Safety Policy Manual is helpful to educating staff to both their rights and responsibilities. Every year the Park District reviews the Safety Policy Manual to make changes that include best practices, legal, and legislative changes.

#### **Discussion**

As part of the CAPRA Award application and keeping in line with good practices, the Safety Policy Manual must be reviewed on an annual basis. This year staff reviewed the manual and has made legal language requirement changes as well as the following:

#### POL.S.01.07 Employee Right-to-Know

• Updated language from PDRMA including removing MSDS (Material Safety Data Sheets) language to SDS (Safety Data Sheets)

### **POL.S.02.02 General Safety Rules**

• Added information that staff may need to provide written medical evidence when taking legal drugs that will not adversely affect their decision-making or physical ability

#### **POL.S.04.05 Facility Access**

• Updated language to include that copies of keys may only be made by a designated personnel member as determined by the Executive Director

#### **POL.S.07.02 Driver Qualification Guidelines**

• Added language that driver's must report all moving violations to Human Resources immediately.

#### Recommendation

Staff recommend that the Board approve the attached updated Safety Manual.

Attachment: Safety Manual updated December 2025