



PARK DISTRICT of OAK PARK

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

Thursday, April 2, 2026, 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. **Administration and Finance Committee** – Commissioner Wollmuth
 - A. D200 IGA Facilities*
 - B. Ford Maverick Hybrid Vehicle Purchases*
 - C. FOPCON|PDOP Agreement*
- IV. **Parks and Planning Committee** – Commissioner Worley-Hood
 - A. HVAC Emergency Repair - Conservatory*
- V. **Recreation and Facility Program Committee** – Commissioner Lentz
- VI. **New Business**
- VII. **Closed Session**
- VIII. **Adjournment**

* Indicates information attached.

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

Update/Presentation indicates verbal report provided at meeting no materials attached.

The Park District of Oak Park welcomes the opportunity to assist residents and visitors with disabilities. If you need special accommodations for this meeting, please call (708) 725-2017 or via email at karen.gruszka@pdop.org.

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



Memo



To: Commissioner Wollmuth, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Jan Arnold, Executive Director

Date: March 27, 2026

Re: D200/PDOP 2026-2031 Intergovernmental Agreement

Statement

There has been a tradition of excellent cooperation between School District 200 and the Park District of Oak Park and we desire to continue and to enhance that tradition. In order to best continue this tradition of cooperation, the Intergovernmental Partnering Agreement has been revised and reviewed by both Chief Executives. The Intergovernmental Agreement (IGA) between the Park District of Oak Park and Oak Park River Forest School District 200 is a joint agreement for shared use of facilities and cooperative planning.

Although the stated missions of the Park District and District 200 have varied focuses, public investment in our facilities creates a mutually beneficial environment to provide quality recreation and education for all the residents. Since D200 also includes residents of River Forest, the agreement once again identifies any River Forest resident that participates in a program offered by the PDOP when utilizing D200 facilities will be charged the resident amount versus the non-resident fee.

Discussion

The District Executives reviewed the 2021-2026 agreement and made one change. We agreed not to charge each other's agency for use of staff time when the other entities are using facilities. PDOP in the past was required to pay for custodian/security when using the D200 facilities for basketball and PDOP added a charge for turf and ice rink in the last agreement. With the new RCRC turf field agreement in place, D200 is already paying to replace the field. We agreed that as sister agencies these charges were unnecessary and thus, are eliminated from the 2026-2031 agreement.

Recommendation

Staff recommends the Board of Commissioners review the attached first draft of the D200/PDOP 2021-2031 Intergovernmental Agreement for shared use of facilities and cooperative planning.

Attachment: D200/PDOP 2026-2031 IGA

**AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING
A PARTNERSHIP RELATIONSHIP BETWEEN THE PARK
DISTRICT OF OAK PARK AND OAK PARK & RIVER
FOREST HIGH SCHOOL DISTRICT 200
FOR SHARED USE OF FACILITIES
AND COOPERATIVE PLANNING**

May 1, 2026 – April 30, 2031

INTRODUCTION

Best Interests of Constituents

School and park areas and public facilities represent a major capital investment, and current demands and taxing capacity emphasize the urgency more than ever for the planning and using these facilities for the maximum benefit of the community. Public schools, facilities, parks, and other public open space belong to the people. It is in the best interests of the Park District of Oak Park (the “Park District”) and Oak Park & River Forest High School District 200 (“District 200”) and their constituents that they work together to coordinate, integrate, and consolidate the planning, acquisition, development, and general operation of public facilities when basic functions are compatible and a public benefit may be derived. There has been a tradition of excellent cooperation between the Districts, and District 200 and the Park District desire to continue, and to enhance, that tradition.

Mission of the Park District of Oak Park

The mission of the Park District is, in part: “In partnership with the community, we enrich lives by providing meaningful experiences through programs, parks and facilities.” The Park District’s vision is to provide open space and recreation opportunities for all Oak Park residents and work persistently to ensure the availability of these quality parks, recreation programs, and facilities for generations to come. The Park District’s values include effective communication, inclusion, funding, partnerships, customer service, and professional conduct, planning, evaluation, and safety. The Park District values every citizen contact and pursues each as an opportunity to demonstrate these highly regarded values.

Mission of Oak Park & River Forest High School District 200

The mission of District 200 is, in part: “provides a dynamic, supportive learning environment that cultivates knowledge, skills, and character and strives for equality and excellence for all students.”

General Statement of Agreement

Although the stated missions of the Park District and District 200 have varied focuses, public investment in our facilities creates a mutually beneficial environment in which to provide quality recreation and education for all the residents of our districts. Therefore the Park District and District 200 strive to afford every opportunity within financial limits to plan, acquire, develop, operate, coordinate, use, and maintain open spaces, recreational, and educational resources, and to provide leadership for the responsible and responsive use of community resources.

The Park District’s Board of Commissioners and District 200’s Board of Education agree that, through joint efforts, both the Park District and District 200 can contribute to greater public service without relinquishing their separate identities or any of their legislative responsibilities. The respective Boards and administrative staff will, therefore, endeavor to follow a policy for the

reciprocal planning, acquisition, development, operation, coordination, use and maintenance of facilities, programs, and services.

Statement of Policy Regarding Park Facilities, Programs, and Services

The Park District Board and the District 200 Board have established that a policy of joint planning, acquisition, development, operation, coordination, use, and maintenance of school and park facilities, programs, and services will help the Park District and District 200 achieve optimum public benefit through the responsible use of public facilities.

This policy is flexible and is understood as a frame of reference for evaluation of specific proposals and recommendations as they become available or are explored by the community.

DRAFT

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of April 2026 (the “Effective Date”) by and between the Park District of Oak Park, an Illinois park district organized and existing pursuant to the Illinois Park District Code, (the “Park District”) and the Board of Education of Oak Park & River Forest District 200, a public school district organized and existing pursuant to the laws of the State of Illinois (“District 200”) (collectively the “Districts”), pursuant to the authority granted the Park District and District 200 by Article 10, Section 7 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

SECTION 1. SHARED FACILITIES

The facilities of the Park District and District 200 set forth in Appendix A attached to and by this reference incorporated into this Agreement are hereby designated as the “Shared Facilities.” The Districts, by written agreement, may modify the list of Shared Facilities from time to time without formal amendment of this Agreement.

SECTION 2. USE OF SHARED FACILITIES

A. Requests in Writing. A request by the guest District to use the Shared Facilities of the host District shall be made in writing to the host District’s primary contact person (to be designated annually). It is assumed that each District will provide all the materials, equipment, and supplies necessary for the events and programs of that District. A request for use must be signed by the Principal or Athletic Director if District 200 is the requesting District or by the Executive Director if District 200 is the requesting District or by the Executive Director or Assistant Superintendent of Recreation if the Park District is the requesting District.

B. Responses to Requests. Each District shall endeavor to respond promptly to a request, and shall respond to a request in writing within 10 working days after receipt unless extraordinary circumstances prevent it.

C. Intent to Cooperate. Except as specified otherwise in this Agreement, a Park District function shall have priority use of Park District property in case of a conflict with a District 200 function. Also, a District 200 function shall have priority use of a District 200 property in case of a conflict with a Park District function. In addition, the Park District and District 200, having similar missions, agree to collaborate, cooperate, and reciprocate in regards to any and all scheduling requests and facility use matters between the two organizations.

D. Cancellation of Approved Event or Program. Notwithstanding the priority of use set forth in Subsection C of this Section above, a District shall endeavor to not cancel or postpone an approved event or program of the other District in a Shared Facility.

- (i) Definitions. For purposes of this Subsection D, “event” is defined as an activity that is anticipated to include 100 or more participants and “program” is defined as an activity involving fewer than 100 participants.

- (ii) Cancellation of Event. Because an event typically requires significant planning, promotion, coordination, and staffing, the host District shall cancel or postpone an event only in the event of an unforeseen, unavoidable circumstance (such as a physical plant breakdown, an act of God, or similar occurrence) which would compromise the safety, well-being, or security of the participants.
- (iii) Cancellation of Program. In contrast to an event, because cancellation of a program typically would create an inconvenience but not a situation as severe as cancellation of an event, the host District, in the case of a conflict or other circumstance that cannot reasonably be resolved, may cancel or postpone a program on 72-hours written notice to the guest District or, if 72-hours written notice is impractical, then as much advance notice as possible. The host District shall endeavor to avoid the need for any cancellation and shall cooperate with the guest District to relocate or reschedule the affected program.

E. Compliance with Policies, Ordinances, and Procedures. Each District and its staff members, participants, and spectators shall comply with all applicable rules, policies, ordinances, and operating procedures of the host District relating to conduct and use of the Shared Facility or of the host District's facilities generally, unless otherwise provided in this Agreement or with the written consent of the host District.

F. Normal Maintenance. It is understood that each District owns and maintains both indoor and outdoor facilities, which are intended uses under the terms of this agreement. Each District shall undertake all normal and routine maintenance of its own indoor facilities at no cost to the other District. In the case of outdoor facilities, each District shall undertake normal maintenance but in some cases shall gain the assistance of the guest District to perform limited routine maintenance resulting from the intended use (i.e., preparation of ball field immediately prior to planned and scheduled use) or in support of the intended use (i.e., goal placement).

G. Clean-Up of Debris. The guest District shall be responsible for cleaning up trash, litter, and debris generated as a direct result of the guest District's event or program.

H. Reasonable Care. Each time a guest District uses the host District's Shared Facility, whether an indoor or outdoor facility, the guest District shall 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.

I. Repairs. The guest District shall promptly repair at its expense, or pay the host District for the repair (labor and materials), of any damage or unusual wear and tear to a Shared Facility, including without limitation turf, materials, and equipment, caused by the guest District's event or program, which repair shall be undertaken at a time and in a manner agreed to by the Districts.

J. Payment of Costs.

There will be no charge to either agency for use of facilities. Each agency will work to provide access to the other when available. Understanding that both entities are supported by tax dollars.

K. Responsibility for Own Personnel. Each District 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. COOPERATIVE PLANNING

A. Communications Generally. The Districts recognize and agree that good communication and the exchange of information and expertise in planning and executing capital development projects ("Capital Projects") will help assure that community resources are maximized in meeting the needs of the public.

B. Primary Contact Persons. Each District shall appoint one administrative level staff person to represent that District as the primary contact for the other District.

C. Cooperative Planning of Projects with Joint Impact. When a District is planning a capital project that may have an impact on the other District, the planning District shall endeavor to invite the other District to send a representative to the planning and review process of the project. It is the intent of the Districts that cooperative planning efforts shall be utilized in the consideration of outdoor site development or facility expansion such as playgrounds, hard surface areas, walkways/trails, parking lots, re-grading of sites for new facilities, building expansions, interior remodeling, drainage improvements, and storm water detention and retention facilities. The representative of the invited District need not be a member of the Joint Coordinating Committee described in Section 7 of this Agreement. A District 200 representative shall be approved by the Superintendent of Schools. A Park District representative shall be approved by the Executive Director of the Park District.

D. Joint Purchasing When Financially Beneficial. As opportunities become available, the staffs of both Districts are encouraged to investigate and, if financially feasible and mutually beneficial, cooperate in the joint purchasing of materials, equipment, and supplies in order to procure the best pricing.

E. Benefits of Combined Skills. The intent of this cooperative planning effort is for each District to benefit from the special interests and skills of the staff of both Districts.

SECTION 4. GENERAL LIABILITY INSURANCE

A. General Standard. The District shall provide its standard insurance coverage for its facilities. Each guest District shall 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 District.

B. Commercial General Liability Insurance. Each District shall keep in force at all times during the term of this Agreement commercial general liability insurance specifically including bodily injury, personal injury and property damage with limits of not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming District 200 and the Park District and each of their officials, officers, employees, volunteers, and agents as additional insured through execution of Additional Insured Endorsement 2026 or its equivalent.

C. Certificates of Insurance; Notice. Each District shall furnish the other District 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. The policy and coverage shall also contain a “contractual liability” clause.

SECTION 5. INDEMNITY

A. Indemnity by Park District. The Park District shall indemnify, defend, and save and hold harmless District 200 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 District 200 facility that arises out of any act or omission of the Park District, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons. District 200 agrees that, in the event any claim is asserted or any action brought to recover any such damage, District 200 shall give immediate notice thereof in writing to the Park District and shall cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by the Park District. District 200 agrees to notify the Park District in writing by delivery to the Park District within five business days and by telephone immediately after District 200 receives any such complaint or claim. The delivery of written notification shall include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

B. Indemnity by District 200. District 200 shall 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 District 200, 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 shall give immediate notice thereof in writing to District 200 and shall cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by District 200. The Park District agrees to notify District 200 in writing by delivery to District 200 within five business days and by telephone immediately after the Park District receives any such complaint or claim. The delivery of written notification shall include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

C. Assertion of Defenses. The insurer of the District providing the indemnification shall be allowed to raise, on behalf of the indemnified District, any and all defenses statutory or common law to a claim or action that the indemnified District 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 6. ADDITIONAL AGREEMENTS AND OBLIGATIONS

The Districts have established certain additional agreements and obligations. Those additional agreements and obligations are set forth in Appendix B attached to and by this reference incorporated into this Agreement. The Districts, by written agreement, may modify the additional agreements and obligations from time to time without formal amendment of this Agreement.

SECTION 7. ANNUAL JOINT MEETING

The Districts shall assemble a Joint Coordinating Committee comprised of not more than two administrative staff members from each District to meet annually for the purpose of reviewing and evaluating the terms of this Agreement as well as the long-term and short-term capital plans of each District as those plans may have impacts on the other District. The Joint Coordinating Committee also shall review the annual capital projects of each District that may have impacts on the other District and advise the Districts whether through joint planning efforts the public benefits of those capital projects have been maximized and whether those capital projects have been planned and scheduled to the extent possible to minimize the impact of those capital projects on each District and its programs and events. Responsibility for scheduling, coordinating, and facilitating the meeting shall be the responsibility of the Park District in the even years and District 200 in the odd years.

SECTION 8. GENERAL PROVISIONS

A. Term. This Agreement shall be for a term commencing on the Effective Date and expiring on April 30, 2026 (the "Term").

B. Assignment Prohibited. Neither District 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 District.

C. Termination. Either District may terminate this Agreement on 120 days written notice to the other District; provided, however, that this Agreement shall 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 shall be extended to accommodate the conclusion of that program.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail,

postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid only to the extent that they are actually received by the individual to whom addressed and are followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt, or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each District shall have the right to change the address or the addressee, or both, for all future notices and communications to that District, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed and delivered as follows:

If to District 200:

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

If to the Park District:

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

E. Entire Agreement. This Agreement constitutes the entire agreement between the Districts 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. Amendments and Modifications. Except as specifically provided in this Agreement for Attachments A and B, this Agreement may not be amended or modified in any way except in writing and approved and executed by District 200 and the Park District.

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

H. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Park District and District 200, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity other than the Park District and District 200 or to acknowledge, establish, or impose any legal duty to any third party.

I. Illinois Law Applies. This Agreement shall be governed by the laws of the State of Illinois.

WHEREFORE, the Districts 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: President Park Board Commissioners

**Board of Education of Oak Park & River Forest
High School District 200**

By: _____

Printed name: _____

Title: President D200 Board Commissioners

DRAFT

APPENDIX A

SHARED FACILITIES

Park District Parks and Facilities

1. **Andersen Park and Center**, 824 North Hayes Avenue, at Division.
2. **Austin Gardens**, 1100 Ontario Street.
3. **Barrie Center**, 1011 Lombard Avenue.
4. **Barrie Park**, 127 Garfield Street.
5. **Carroll Park and Center**, 1125 South Kenilworth Avenue.
6. **Elizabeth F. Cheney Mansion**, 220 North Euclid Avenue.
7. **Conservatory & Conservatory Center**, 615 Garfield Street.
8. **Dole Learning Center**, 255 Augusta Street.
9. **Euclid Square**, 705 West Fillmore Street.
10. **Field Park and Center**, 935 Woodbine, at Division.
11. **Fox Park and Center**, 640 South Oak Park Avenue.
12. **Gymnastics Center**, 218 Madison Street.
13. **Lindberg Park**, on Greenfield Avenue between Marion and Woodbine.
14. **Longfellow Park and Center**, 610 South Ridgeland Avenue.
15. **Maple Park**, 1105 South Maple Street, at Harlem Avenue.
16. **Mills Park and Pleasant Home**, 217 South Home Avenue.
17. **John L. Hedges Administrative Center**, 218 Madison Street.
18. **Randolph Park**, at the intersection of Grove Avenue and Randolph Street.
19. **Rehm Pool and Park**, 515 Garfield Street
20. **Ridgeland Common Pool, Park, and Ice Rink**, 415 Lake Street, at Ridgeland Avenue.
21. **Scoville Park**, 800 Lake Street, at Oak Park Avenue.
22. **Stevenson Park and Center**, 49 Lake Street.
23. **Taylor Park**, 400 West Division Street, at Ridgeland Avenue.
24. **Wenonah Park**, at the intersection of Wenonah and Harrison Streets.

District 200 School and Fields**To Be Updated – Project 2**

201 North Scoville, Oak Park, IL 60302

A.	Cafeteria North	433
B.	Cafeteria South	724
C.	Cafeteria Staff	123
D.	Fields Lake Field	50
E.	Fields Linden Field	50
F.	Fields Softball Field	50
G.	Fields Stadium	300
H.	Fields Tennis Courts East	50
I.	Gym 1East	1,067
J.	Gym 1East Classroom	50
K.	Gym 1West	711
L.	Gym 3East	528
M.	Gym 3South	780
N.	Gym East Pool	50
O.	Gym East Pool Balcony	175
P.	Gym Fieldhouse	3,777
Q.	Gym Monogram Room	50
R.	Gym West Pool	50
S.	Gym West Pool Balcony	512
T.	Gym Batting Cages	50
U.	Lab-Computer 276	116
V.	Lecture Hall Rm 370	114
W.	Lecture Hall Rm 371	114
X.	Meeting Room 174 Conference	50
Y.	Theatre Auditorium	1,665

Z.	Theatre Little Theatre	351
AA.	Gym 2 East	437
BB.	Gym Fieldhouse Court	50
CC.	Gym Fieldhouse So End	50
DD.	Gym Fieldhouse Track	50
EE.	MISC. Student Center	50
FF.	MISC. Student Center Balcony	50

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APPENDIX B

ADDITIONAL AGREEMENTS AND OBLIGATIONS

A. Joint Efforts Seeking Funding. The Park District and District 200 agree to consider filing applications for state and federal funding to finance projects of mutual interest.

B. Park District Resident Rates Apply. All Park District programs conducted at District 200 facilities shall be offered to District 200 residents at Park District resident rates.

DRAFT

Memo



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

From: Bill Hamilton, Superintendent of Parks & Planning

CC: Jan Arnold, Executive Director

Re: Ford Maverick Hybrid Vehicle Purchases Approval

Statement

The Park District has budgeted to replace an 18-year-old full size pickup truck with an EV Ford Lightning. After discussion, staff believe the best course of action is to purchase two Ford Maverick Hybrids for a similar price point.

Discussion

While electrifying our fleet is a long-term Climate Action Goal, the Ford EV Lightning, which was the intended vehicle purchase, has been discontinued. Ford intends to replace the EV Lightning with an EREV (Extended Range Electric Vehicle) soon. This technology relies on a large battery and gasoline powered motor to charge the battery for extended range. Chevrolet and Ram will be offering similar vehicles as well. The Mavericks are a solid transition vehicle from gas to battery and do aid the Park District with its long term Zero Green House Gas Emission goals, by providing vehicles with great city gas mileage (40 mpg), and the ability to carry four staff members, reducing the number of low gas mileage vehicles that the Park District relies upon.

The two Ford Mavericks are available from the cooperative purchasing program, National Auto Fleet Group (NAFG) through Sourcewell Contract #081325-NAF. Staff also received quotes from three local Ford Dealers. Staff are recommending the purchase of one Ford Maverick Hybrid XL AWD with 2-ton towing capacity and one Ford Maverick Hybrid XL AWD with 4-ton towing capacity to meet the District's needs.

	Zeigler Ford	NAFG - Sourcewell
Maverick Hybrid XL AWD 2-ton Towing Capacity	\$32,160	\$32,303.18
Maverick Hybrid XL AWD 4-ton Towing Capacity	\$33,600	\$33,619.02

Ziegler Ford, located in North Riverside, has the lowest price for both vehicles. Vehicles are ready for immediate delivery. The budgeted amount for the EV pickup truck purchase in the 2026 Capital Budget was \$60,000. An additional \$16,000 was budgeted for a battery powered Utility Vehicle, which the Park District will forgo as the budget figure is not sufficient due to cost increases for those vehicles and improved vendor options.

The total cost for the two Ford Maverick Hybrid XL AWD is \$65,760.

The two vehicles that will be replaced are a 2008 Dodge Dakota (215) and a 2008 Ford F250 Super Duty Pick-up Truck.

Recommendation

Staff will recommend the Park District Board of Commissioner purchases from Ziegler Ford and grant Executive Director Arnold authorization to sign contracts for the purchase of two Ford Maverick Hybrid XL AWD vehicles for the combined purchase price of \$65,760.



PARK DISTRICT of OAK PARK

Memo

To: Chris Wollmuth, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Patti Staley, Director of Horticulture & Conservatory Operations
Arnold, Executive Director

Date: March 25, 2026

Re: Friends of the Oak Park Conservatory (FOPCON) PACT agreement



Statement

The Friends of the Oak Park Conservatory (FOPCON) is a nonprofit, 501(c)(3), organization whose mission is to promote interest in the Oak Park Conservatory, offer educational and recreational opportunities, and support projects that benefit the Oak Park Conservatory. FOPCON was established in 1986. Since then, FOPCON has provided volunteer support, educational programming and monetary contributions to benefit the Oak Park Conservatory. Please find the updated PACT agreement for the Friends of the Oak Park Conservatory for October 1, 2026, through September 30, 2028.

Discussion

Representatives from FOPCON, the Park Board, and Park District have met over the past six months for discussion regarding changes to the PACT agreement. An extension of the current 2021 Pact was approved in December 2025 by both FOPCON and the Park Board, extending the 2021 agreement to September 30, 2026.

Overall, the new agreement 2026-2028, which would go into effect October 1, 2026, maintains strong collaborative relationship between the Park District and FOPCON while introducing several important changes that improve financial transparency, accountability, and coordination.

Key updates include plant sale revenue sharing to establish a consistent and meaningful revenue stream to support Conservatory capital needs. Formalized funding and capital support to outline FOPCON's potential role in supporting future capital campaigns. The agreement now requires two formal meetings per year between Park District leadership and FOPCON representatives to strengthen communication, planning, and strategic alignment between the organizations. Along with brand guidelines requirements to ensure consistency in public messaging.

The proposed 2026-2028 agreement represents an evolution of the partnership, transitioning from a primarily relationship-based model to a more structured and strategic collaboration. It preserves the strengths of the existing partnership while enhancing financial stewardship, communication, and organizational alignment.

Recommendation

Staff recommend approval of the FOPCON agreement with an effective date of October 1, 2026.

Attachment: FOPCON Agreement

Park District of Oak Park

218 Madison Street • Oak Park, Illinois 60302 • ph: (708) 725-2000 • fx: (708) 383-5702 • www.pdop.org

PARK DISTRICT OF OAK PARK

A PARTNERSHIP AND LICENSE AGREEMENT WITH THE FRIENDS OF THE OAK PARK CONSERVATORY

This Partnership and License Agreement (this "Agreement") is made as of October 1, 2026, (the "*Effective Date*") by the Park District of Oak Park, an Illinois park district, (the "*Park District*") and the Friends of the Oak Park Conservatory, an Illinois not-for-profit corporation ("*FOPCON*").

RECITALS

WHEREAS, the Park District owns and operates parks, recreation centers, and related facilities (collectively "*Parks*"), including the Oak Park Conservatory (the "*Conservatory*"); and

WHEREAS, FOPCON is a Section 501(c)3 volunteer membership organization formed and operated for the purpose of promoting community interest in the Conservatory, offering educational and recreational opportunities, and supporting projects that benefit the Conservatory; and

WHEREAS, the Park District and FOPCON have had a long, successful relationship; and

WHEREAS, the current agreement between the Park District and FOPCON has expired and the Park District and FOPCON desire to enter into this Agreement to extend their long partnership; and

WHEREAS, FOPCON regularly conducts and hosts activities for the benefit of the Conservatory, the Parks, and residents and guests of the Park District, including:

- (a) Organizing and providing volunteer services for fundraising events and activities to raise money for grants to support educational programs and improvements at the Conservatory; and
- (b) Developing educational programming and activities and coordinating volunteer services in connection with various educational programs and events designed to increase public understanding and appreciation of horticultural subjects, conservation and understanding of ecosystems represented in the showrooms, and awareness and use of the Conservatory; and
- (c) Coordinating community events that encourage membership and promote awareness of the Conservatory facilities; and

WHEREAS, the contributions FOPCON has made and plans to make are very beneficial; and

WHEREAS, the Park District fully supports FOPCON's activities in many ways including access to and use of the Conservatory and the Parks; and

WHEREAS, FOPCON's work and the Park District's support result in valuable, direct benefits to the Conservatory, the Parks, and residents; and

WHEREAS, this Agreement is made under the Park District's program called P.A.C.T. (Partner, Associate, Companion, Tenant) and reaffirms FOPCON's status as a valued, and valuable, Park District partner;

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

Section 1. Partnership. FOPCON is classified as a Partner with the Park District in the activities it conducts and contributions it makes to the Park District.

Section 2. Term of Agreement and Renewals. This Agreement commences on the Effective Date and, unless earlier terminated pursuant to Section 12 below, **will expire on September 30, 2028**. Thereafter this agreement will renew automatically each year for a one-year period (each a Renewal Term), unless the Park District or FOPCON has given written notice of non-renewal at least 120 days in advance of the expiration of the Initial Term or Recurrent Term. The initial Term and all Renewal Terms, if any, are sometimes referred to in this Agreement collectively as the "Term."

Section 3. Grant of License: Authorized Uses. Subject to the terms and conditions of this Agreement, the Park District hereby grants to FOPCON a license (the "*License*") to engage in Authorized Uses during the Term of this Agreement, as defined in Section 4 of this Agreement.

Section 4. Definition of Authorized Uses. "*Authorized Uses*" means: All uses of Conservatory facilities by FOPCON officers, members, agents, volunteers, guests, and subcontractors for activities and purposes that are legal and proper and that are undertaken in furtherance or in support of FOPCON's mission or otherwise in furtherance or in support of the Park District's programs and operations related to the Conservatory. Without limiting the generality of the foregoing statement, "Authorized Uses" includes those specific uses, activities, and events described or listed on Attachment A to this Agreement, which is incorporated into this Agreement by this reference. Attachment A may be amended from time to time during the Term by FOPCON's submission of a revised Attachment A to the Park District, which revised Attachment A will become effective and be incorporated in this Agreement when accepted by the Park District in writing.

Section 5. Park District Support for FOPCON. The Park District will provide services and resources in the Conservatory building to support FOPCON's operations during the Term, such dedicated office space, dedicated storeroom, telephone (including one dedicated line), computer network and Internet connections, computer assistance and support consistent with the Park District's own operations, and publicity in Park District publications. This list of services and resources is not exhaustive, and it may be revised or supplemented from time to time in writing by FOPCON and the Park District. The Park District will provide professional plant growing oversight and production for the FOPCON plant sale.

Section 6. Financial and Insurance Arrangements. During the Term of this Agreement, FOPCON will not be required to pay any fees for any Authorized Uses or to reimburse any costs incurred by the Park District in connection with the provision of support services and resources under this Agreement except as provided in Section 8. FOPCON will not be required to provide any bond or deposit in connection with any Authorized Uses. During the Term of this Agreement, FOPCON will maintain insurance coverage substantially the equivalent of the coverage maintained by FOPCON as of the Effective Date.

Section 7. Conditions on License and Support. FOPCON's rights under this Agreement are conditioned on FOPCON's compliance with all of the following conditions and requirements:

- (a) FOPCON will submit to the Park District's Executive Director or Director of Horticulture, in a timely manner, copies of the following items: annual and interim financial reports, written minutes of meetings, any amendments to FOPCON's by-laws, and incident/accident reports prepared in accordance with Park District policies and procedures.
- (b) FOPCON will maintain its own financial accounts and will not incur any expense on behalf of the Park District.
- (c) On written request of the Park District, FOPCON will provide access to all of its books and accounts for review by appointment at reasonable times and places.
- (d) FOPCON will pay to the Park District, within 30 days after receipt of a statement or invoice from the Park District, the costs of a Park District employee (excluding exempt employees) for FOPCON activities or events that have been mutually agreed upon in advance. The Park District and FOPCON acknowledge that employee costs typically have been incurred in connection with rental attendants or receptionists for Uncorked, fundraising events, member lectures and appreciation events that take place outside of Conservatory public hours, and coverage during the Plant Sale, and acknowledge that similar circumstances may arise requiring payment of employee cost. The Park District will send a statement of invoice to FOPCON as provided in this section within 60 days of incurring the item(s) on the invoice.
- (e) FOPCON will provide volunteers to organize and operate its events, will assist in set-up and take-down of equipment, and will clean up the Conservatory after events.
- (f) FOPCON will require its volunteers (i) to complete, sign, and file volunteer application forms equivalent to the forms the Park District uses for volunteers of other organizations and (ii) to undergo criminal background checks as required by the Park District. The Park District will advise FOPCON of important information derived from any criminal background check to the extent permitted by law and will advise FOPCON of an individual's suitability for volunteering. FOPCON will comply with the suitability recommendation made by the Park District.
- (g) FOPCON will include one member of the Park District's Board of Commissioners as a non-voting member of the FOPCON Board and may also include, at the discretion of the Park District, one Park District staff member designated by the Park District also as a non-voting member of the FOPCON Board. These members will be entitled to participate fully in all meetings and to receive all information on the same basis as voting members of the FOPCON Board, except that these members may be excused from a closed session during which a FOPCON personnel matter is discussed, and during the voting of a grant request from the Park District.
- (h) FOPCON will maintain its membership as open to all interested residents of the Park District and to other interested parties.
- (i) FOPCON acknowledges and agrees that it acts in an advisory capacity to the Park District and that the Park District has final authority on all matters related to policies, rules, regulations, and enforcement related to all Park District matters and within all Park District property.

Section 8. FOPCON Support for Park District. Without limiting the scope and range of FOPCON's ongoing activities in support of the Conservatory, FOPCON intends to continue providing support to the Conservatory during the Term of this Agreement by carrying on Authorized Uses, by providing and coordinating volunteer services, and by making monetary grants to fund Park District programs and improvements relating to the Conservatory.

Beginning in fiscal year 2027 (October 1, 2026 - September 30, 2027), FOPCON will provide the Park District with fifty percent (50%) of the profit from the plant sale as an appreciation for the Park District's support. The profit will be calculated as plant sale revenue less FOPCON hard cost expenses including, but not limited to, plant plugs, Shopify account, seeds, credit card charges, and other out-of-pocket expenses. The revenue to the Park District from the Plant Sale will be held in a FOPCON fund designated for the Oak Park Conservatory Building. Withdrawals from the fund will be made at the request of the Park District and will follow the fund request process as outlined below.

FOPCON will accept additional funding requests from PDOP staff for Conservatory projects that will be funded, if approved, with available funds, if any, from FOPCON. These funds are separate from the Oak Park Conservatory Building Fund that will be used by PDOP to support capital projects at the Conservatory.

Funds from the plant sale and any additional requests will be dispersed to the Park District through FOPCON's funding request process approved by the FOPCON Board and in keeping with FOPCON's mission. FOPCON will notify the Park District promptly whenever any change is made to FOPCON's current "Guidelines for Requesting Funds" and whenever FOPCON may adopt any other policies, procedures, or guidelines.

If the Park District initiates a capital campaign for the Conservatory, the FOPCON board will review the request and determine at what level FOPCON can support such a campaign with efforts such as outreach to FOPCON members. If there are expenses incurred such as expanded audit as a result of supporting a capital campaign, FOPCON shall be entitled to deduct those expenses from the revenue to be provided to the Park District as set forth in this Section 8.

Section:9. Regular Meetings. To enhance communications the Park District and FOPCON agree to meet twice a year for the purpose of discussing upcoming Oak Park Conservatory projects. FOPCON requests that in attendance from the Park District are the Park District Board President, Executive Director, Board Liaison to FOPCON, and the Director of Horticulture.

Section 10. Brand Guidelines. In all communications involving the Park District of Oak Park, FOPCON will adhere to the Brand Guidelines provided by the Park District. The Park District will provide FOPCON with the most updated Brand Guidelines when changes are made.

Section 11. Other Specific Terms of Agreement. Except as otherwise provided herein, this Agreement includes the terms and conditions set forth in the "*Specific Terms of Agreement*," a copy of which is attached to this Agreement as Attachment B and by this reference incorporated into this Agreement (the "*Standard Terms*"). Notwithstanding the final sentence of Paragraph 8.C of the Standard Terms, FOPCON's Organization Contractors are required to maintain the required insurance coverage only if policies held by FOPCON do not provide the required coverage for FOPCON's Organization Contractors and if such separate FOPCON Organization Contractor insurance coverage is specifically requested in writing by the Park District.

Section 12. Termination. For good cause determined by a vote of the Park District's Board of Commissioners, the Park District (a) may suspend the License for up to 90 days at any time on seven days prior written notice and (b) may terminate the License, this Agreement, or both at any time on 90 days prior written notice. Upon suspension or termination of the License or this Agreement, all uses of the Conservatory and other Parks by FOPCON must be discontinued immediately, except that (a) the Park District may expressly authorize specific continuing uses in writing and (b) FOPCON may continue to use existing storage space for FOPCON materials and property during a reasonable transition period. Termination of the License or this Agreement will not affect any obligations of FOPCON hereunder to repair and restore any damaged Park District property or to reimburse the Park *District* for any such damage or any indemnity for which FOPCON is responsible under *this* Agreement.

Section 13. Notices. All notices and communications required or permitted to be given under this Agreement must be in writing and may be delivered by hand or sent via the U.S. Postal Service or a recognized commercial courier, in each case to the receiving Party's address as set forth below or as changed from time to time hereafter by a notice given in accordance with the provisions of this Section. A notice or communication will be deemed given on the earlier of (i) the date actually received by the addressee or the next business day after the scheduled delivery date if sent by commercial courier, or the third business day after deposit with the U.S. Postal service, properly addressed and first class or certified postage prepaid. The addresses for notices and communications to the Park District and FOPCON are as follows:

If to the Park District:
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302
Attn: Executive Director

If to FOPCON:
Friends of Oak Park Conservatory
P.O. Box 1096
Oak Park, Illinois 60304
Attn: Board President
Copy to: Board Vice President

Section 14. Authorization. Each person signing this Agreement represents and warrants that he or she is authorized to sign this Agreement on behalf of and to legally bind the Party indicated above his or her name.

WHEREFORE, the Park District and the Friends of the Oak Park Conservatory execute this Agreement as of the date first set forth above.

Approved By:

Park District of Oak Park, Board Chair
Kassie Porreca

FOPCON, Board President
Sue Boyer

Date: _____

Date: _____

ATTACHMENT A AUTHORIZED USES

See Section 4 of the Agreement for the definition of "Authorized Uses." See next page for a list of specific Authorized Uses.

The Park District of Oak Park will allow use of the Conservatory at 615 Garfield for these or similar activities, as approved by the Director of Horticulture.

Annual Events produced by FOPCON

- Fund-Raising, Community-Building or Donor or Volunteer/Membership Events produced by FOPCON.
- Annual Plant Sale held in early May.
- Greenhouse bench space and Park District Staff for the growing of plants for the Annual Plant Sale
- Free community Spring open house called KidsFest
- Free community Spring and Fall Perennial Plant Exchange
- Annual Garden Walk held in collaboration with the Oak Park/River Forest Garden Club.
- Summer event series known as Uncorked.
- Volunteer, member, and donor appreciation events
- Other events as approved by FOPCON and the Park District

Educational Programs produced by FOPCON

- Docent-led tours and educational activities
- FOPCON Member & Public Lectures
- Toddler Exploration Time (TET)
- Discovery Garden Exploration Time (DiGET)
- Outreach activities with schools and other community organizations

Meetings

- Rubinstein Room for monthly FOPCON Board Meetings
- Meeting space for committee and volunteer groups
- Annual members meeting in June

Office and Storage Space

- One dedicated office located in the Conservatory's main corridor
- Storage room adjacent to Conservatory boiler room
- Storage area in the Rubinstein Room kitchen

Other Services and Sites

- Ability to post organizational banners at Park District sites with approval from Communication and Community Engagement Manager
- One free rental space of another Park District property for Fund-Raising, Community-Building, Donor or Volunteer/Membership Events annually. FOPCON will pay direct staff expense.
- Limited publicity in Park District's seasonal program guide, website, and through the Park District's social media outlets.
- Marketing support for any Park District/FOPCON joint fundraising events held off site of Park District Property.
- Use of Park District's Criminal Background Check program with payment of 50% of the CBC cost

ATTACHMENT B

PARK DISTRICT OF OAK PARK PARTNERSHIP AND LICENSE AGREEMENT WITH THE FRIENDS OF THE OAK PARK CONSERVATORY

SPECIFIC TERMS OF AGREEMENT

Paragraph 1 Retained Rights of Park District.

The Park District shall retain and have all rights to use and occupy all Park District property. However, the Park District shall not unreasonably interfere with FOPCON's use and occupancy of the Park District property in accordance with the Partnership and License Agreement.

Paragraph 2. Property Restoration.

If any property of the Park District is damaged in any way by activities related to the Authorized Use or by FOPCON or any agent or invitee of FOPCON, then FOPCON shall repair such damage and restore the damaged property to a condition at least as good as before the damage occurred. Such repair and restoration shall be completed within 30 days after the damage occurs. Repair and restoration shall include, at a minimum, (a) restoration of any and all fences, trails, paths, pavement, plantings, landscaping, or improvements that are damaged, replacement of all sod damaged or removed with sod of like quality, and (c) the immediate removal and proper disposal of all waste generated by or in connection with the Authorized Use.

Paragraph 3. Bond

If a bond is required by the Partnership and License Agreement, then FOPCON shall deposit with the Park District, prior to the commencement the Authorized Use, a bond in the form and amount set forth in the Partnership and Agreement (the "*Bond*"?) as a guarantee that FOPCON shall comply with all conditions of the Partnership and License Agreement, including without limitation repair and restoration of Park District property. The Park District shall refund the amount of the Bond to FOPCON after the Park District has determined that FOPCON has fulfilled all of its duties pursuant to the Partnership and License Agreement. If the Park District determines that FOPCON has failed to fulfill its duties to complete repair and restoration, then the Park District may deduct any amount necessary, including the entire amount of the Bond, to pay for repairs and restoration. If the costs to repair and restore damaged property exceeds the amount of the Bond, then FOPCON shall pay all such excess costs incurred by the Park District to restore *its* property and shall be liable for all costs, including attorney's fees and interest incurred by the Park District in the recovery of any such amount.

Paragraph 4. Conditions at Park District Property.

If at any time during the term of this Partnership and License Agreement FOPCON becomes aware of any perceived hazard or danger in or near any Park District property, then FOPCON shall immediately inform the Park District of such hazard or danger. The Park District reserves the right close any Park District property for use by FOPCON and the public at any time that the Park District becomes aware of a danger or hazard.

Paragraph 5. Alcoholic Liquors.

FOPCON may conduct events at the Conservatory that include the service of alcoholic liquor, so long as the alcohol liquor is served by a licensed bartender who has a Village of Oak Park liquor license, BASSET or TIPS training, and liquor liability insurance with a limit not less

than \$1,000,000. Otherwise, the sale, distribution, possession, or use of alcohol within or on any Park District property by any person is strictly prohibited.

Paragraph 6. Supervision and Security

FOPCON shall be solely responsible for the supervision of the Authorized Use. FOPCON shall be required to provide and bear the sole cost of any security deemed reasonably necessary by the Park District at any time. The Park District shall have no responsibility to supervise, perform, or provide security for any matter related to the Authorized Use.

Paragraph 7. FOPCON's Organization Contractors.

If FOPCON hires or retains any contractor or agent (an "*Organization Contractor*"? in connection with the Authorized Use, then the acts and omissions of any organization Contractor (or any contractor or agent retained by an Organization Contractor} shall be deemed to be the acts and omissions of FOPCON. The Park District shall have no liability for any contract or agreement created by FOPCON with any Organization Contractor.

Paragraph 8. Indemnification. Waiver and Insurance.

A. Indemnification of Park District. As a condition of the rights granted to it by this Partnership and License Agreement, FOPCON shall, through counsel approved by the Park District and to the fullest extent permitted by law, hold harmless, indemnify, and defend the Park District and its commissioners, officers, agents, attorneys, employees, contractors, successors, and assigns from and against any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages or injuries to property arising from, occurring, growing out of, incident to, relating to, or resulting directly or indirectly from the grant of the License or the use of any Park District property by FOPCON, its employees, agents, and invitees or Organization Contractors (the "*Indemnification Claims*"). FOPCON shall notify the Park District of any Indemnification Claims or potential Indemnification Claims against the Park District of which FOPCON becomes aware promptly and in no event more than 30 days after becoming aware of such Indemnification Claims. (See Subsection C of this Section below related to insurance requirements and limitation of indemnification related thereto.).

B. General Waiver of Claims against Park District. As a condition of the rights granted to it by the Partnership and License Agreement, FOPCON waives, to the fullest extent permitted by law, any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages, or injuries to property arising from, occurring, growing out of, incident to, relating to, or resulting directly or indirectly from the grant of the License or any use of any Park District property by FOPCON, its employees, agents, and invitees or any Organization Contractor (the "*Waiver Claims*"), including without limitation Waiver Claims arising from the Park District's alleged negligence or fault.

C. Insurance. FOPCON is required under Section 6 of the Partnership and License Agreement to provide certain insurance. Contemporaneous with FOPCON's execution of the Partnership and License Agreement, FOPCON shall provide certificates and policies of insurance, with coverage and limits as required by Section 6, including naming the Park District as an additional insured on all such policies. For good cause shown, the Park District may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Park District may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to

the Park District, Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after-written notice thereof shall have been given by the insurance company to the Park District, FOPCON, at all times during the term of this Partnership and License Agreement, shall maintain and keep in force, at FOPCON's expense, the insurance coverage provided above. If, but only if, FOPCON complies fully with the insurance requirements of this Subsection C, then the indemnification requirement of Subsection A of this Paragraph 8 shall be limited to the coverage limit set in the insurance policy or policies.

D. Reporting to Park District. FOPCON shall promptly report any incident causing injury to a personal damage to property to the District.

Paragraph 9. Compliance with Laws and Policies.

FOPCON shall use Park District property only in compliance with all applicable federal, State of Illinois, Village of Oak Park, and Park District laws, statutes, ordinances, rules, regulations and policies.

Paragraph 10. No Property Rights

FOPCON acknowledges that all property authorized for use by the Partnership and License Agreement is the property of the Park District and that the Partnership and License Agreement creates contractual rights only and does not create an easement, a leasehold, or other real property rights. FOPCON further acknowledges that no prescriptive rights have arisen prior to the date of the Partnership and License Agreement nor shall any prescriptive rights be deemed to arise out of the Partnership and License Agreement.

Paragraph 11, Park District Assistance: Joint Relationship

A. District Assistance. The Park District, in its discretion, may provide staff, financial, and other assistance to FOPCON, including such things, for example, as providing facilities and meeting rooms and naming FOPCON as an additional insured on a Park District insurance policy. The Park District is under no obligation to provide such assistance to FOPCON. Specific assistance to be provided by the Park District, if any, shall be included in the Partnership and License Agreement.

B. Joint Relationship. The Park District and FOPCON may have determined to engage jointly in mutually beneficial activities and services. All of those activities and services, if any, shall be included in the Partnership and License Agreement.

Paragraph 12. General Provisions.

A. Relationship of the Parties. Except only as specifically provided in the Partnership and License Agreement, nothing in, or done pursuant to, the Partnership and License Agreement shall be construed to create the relationship of principal and agent; employer and employee, partnership or joint venture between the Park District and FOPCON or any other entity.

B. Sexual Harassment Policy. FOPCON certifies that it has a written sexual harassment policy in full compliance with 775 ILCS _5/2-105(A)(4).

C. Non-Discrimination. In all hiring or employment by FOPCON pursuant to the Partnership and License Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national

origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. FOPCON agrees that no person shall be denied, or subjected to discrimination in receipt of, the benefit of any services or activities made possible by, or resulting from, the Partnership and License Agreement.

D. No Obligation. The Parties acknowledge and agree that the Park District is under no obligation under the Partnership and License Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with FOPCON,

E. Amendment. No amendment, modification, addition, deletion, revision, alteration, or other change to the Partnership and License Agreement shall be effective unless and until such change is reduced to writing and approved by the necessary authorities and representatives of the Park District and FOPCON.

F. Governing Laws. The Partnership and License Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Entire Agreement. The Partnership and License Agreement and these Specific Terms of Agreement constitute the entire agreement between the parties and supersede any and all previous or contemporaneous oral or written agreements and negotiations between the Park District and FOPCON.

H. Waiver. No waiver of any provision of the Partnership and License Agreement shall be deemed to or constitute a waiver of any other provision of the Partnership and License Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute continuing waiver unless otherwise expressly provided in the Partnership and License Agreement.

I. Assignment. FOPCON may not assign its rights or delegate its duties under the Partnership and License Agreement without the prior express written consent of the Park District or to reimburse the Park *District* for any such damage or any indemnity for which FOPCON is responsible under *this* Agreement.

Section 11. Notices. All notices and communications required or permitted to be given under this Agreement must be in writing and may be delivered by hand or sent via the U.S. Postal Service or a recognized commercial courier, in each case to the receiving Party's address as set forth below or as changed from time to time hereafter by a notice given in accordance with the provisions of this Section. A notice or communication will be deemed given on the earlier of (i) the date actually received by the addressee or the next business day after the scheduled delivery date if sent by commercial courier, or the third business day after deposit with the U.S. Postal service, properly addressed and first class or certified postage prepaid. The addresses for notices and communications to the Park District and FOPCON are as follows:

If to the Park District:
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302
Attn: Executive Director

If to FOPCON:
Friends of Oak Park Conservatory
P.O. Box 1096
Oak Park, Illinois 60304
Attn: Board President
Copy to: Board Vice President

Section 12. Authorization. Each person signing this Agreement represents and warrants that he or she is authorized to sign this Agreement on behalf of and to legally bind the Party indicated above his or her name.

WHEREFORE, the Park District and the Friends of the Oak Park Conservatory execute this Agreement as of the date first set forth above.



Memo



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

From: Nelson Acevedo, Director of Parks and Facilities

CC: Jan Arnold, Executive Director

Date: March 27, 2026

Re: HVAC Emergency Repair - Conservatory

Statement

In 2012, the Park District installed new boilers for the Conservatory's hydronic heating. The existing boilers were removed completely, and the new boilers were relocated in the mechanical room. The boilers are much more efficient than the previous ones and operate in a closed loop system.

Discussion

Our maintenance team identified a critical malfunction on boiler 3 that has impacted its safe and reliable operation. Given the essential nature of this system and facility, particularly for heating and hot water, this situation poses a significant risk to the operations of the facility. We are awaiting a cost for the repair. Executive Director Arnold plans to authorize the expense through emergency purchasing authority.

Recommendation

Staff recommend approval of the cost for this emergency repair.