



Board of Commissioners  
Regular Business Meeting  
910 N Gary Ave  
Carol Stream, Illinois  
Premier Room

**September 27, 2021**

**7:00pm**

**1. Public Hearing**

Notice is hereby given that a public hearing will be held on September 27, 2021 at 7:00 pm at Fountain View Recreation Center. The purpose of the hearing is to obtain public comments regarding a request for Community Development Block Grant (CDBG) Neighborhood investment funding to be submitted to the DuPage Community Development Commission. The project for which funding is being requested is:

- Carol Stream Park District – Not to exceed \$600,000 – to develop Community Park.

Persons interested in commenting on the above projects may do so in person at the public hearing. Comments on the above activities may also be submitted in writing to Carol Stream Park District, 849 W. Lies Road, Carol Stream, IL 60188. Written comments will be accepted until 4:30 pm on September 27, 2021.

- A. Call to Order and Roll Call
- B. Public Hearing

Adjournment of Public Hearing

**2. Call To Order Regular Meeting of the Board of Commissioners**

**3. Roll Call – Pledge of Allegiance**

**4. Listening Post**

- A. Carol Stream Parks Foundation

**5. Changes or Additions to the Agenda**

**6. Consent Agenda**

All items listed are included in the Consent agenda. There will be no separate discussion of these items. Members of the public may petition in writing that an item be removed from the Consent Agenda.

- A. Approval: Special Minutes: September 13, 2021
- B. Approval: Board Meeting Schedule for 2022
- C. Approval 2022 Merit Pool
- D. Approval: Affiliate Agreement with Carol Stream Youth Travel Basketball Association

- 7. Discussion Items**
  - A. Coral Cove Water Park
  - B. Weekly Happenings (oral)
- 8. Action Items**
  - A. Approval: Community Park Community Development Block Grant Resolution 21-06
- 9. Closed Session**
- 10. Action pertaining to closed session**
- 11. Adjournment**



**Carol Stream Park District**  
**Board of Commissioners**  
**Regular Meeting**  
**September 13, 2021**  
**7:00pm**

|                                       |  |
|---------------------------------------|--|
| <b>Call to Order</b>                  | Commissioner Powers called the meeting to order at 7:00 pm.  |
| <b>Roll Call/Pledge of Allegiance</b> | Present: Commissioners Jaszka, Jeffery, Sokolowski, Powers, DelPreto and Gramann.<br>Absent: Commissioner Bird.<br>Staff: Executive Director Reuter, Directors Bachewicz, Hamilton, Superintendents Scumaci and Quinn, Executive Assistant Greninger.  |
| <b>Listening Post</b>                 | A. Director Bachewicz introduced James Steele, Recreation Supervisor for Aquatics and Fitness. He gave a brief review of his education and experience.<br>B. Frank Parisi from the Carol Stream Parks Foundation was in attendance to give an update. He reported the duck race was successful and thanked the Board, Executive Director Reuter and Supervisor Falco for their support.  |
| <b>Changes to the Agenda</b>          | None   |
| <b>Consent Agenda</b>                 | Commissioner Gramann made a motion to accept the consent agenda. Seconded by Commissioner Jaszka.<br>A. Approval: Special Minutes: August 16, 2021<br>B. Approval: Special Minutes: August 23, 2021<br>C. Ratify: August 2021 Bills<br>Roll Call Vote:<br>Commissioner Jaszka: Aye<br>Commissioner Jeffery: Aye<br>Commissioner Sokolowski: Aye<br>Commissioner Powers: Aye<br>Commissioner Del Preto: Aye<br>Commissioner Bird: Absent<br>Commissioner Gramann: Aye<br>Motion Passes 6-0-1<br><br>Commissioner Jeffery made a motion to approve the consent agenda. Seconded by Commissioner Del Preto.<br>Roll Call Vote:<br>Commissioner Jaszka: Aye<br>Commissioner Jeffery: Aye<br>Commissioner Sokolowski: Aye<br>Commissioner Powers: Aye<br>Commissioner Del Preto: Aye<br>Commissioner Bird: Absent<br>Commissioner Gramann: Aye<br>Motion Passes 6-0-1 |

**Discussion Items**

**A. Coral Cove Water Park**

An evaluation of Coral Cove Water Park was conducted in June and the mechanical and plumbing systems were assessed in September. Repairs are necessary for the liner, gutters, filters, electrical, and plumbing. The water slide must be replaced, and locker room and lobby also need upgrades. Director Hamilton explained that the lead time for permits with Illinois Department of Public Health (IDPH) and materials is increasing so we should expect it will take six months to start moving forward on this project. It is not likely we can start the project in the spring and open for summer of 2022. He suggested announcing to the public that the water park will be closed for the summer of 2022 and plan a big reopening in 2023. We would form intergovernmental agreements with surrounding park districts to allow residents rates for use of their pool. The condition of the cement under the liner is the main concern. We know the pool is leaking. The results of the leak detection will be available by the next Board Meeting. We have patched and repaired the liner multiple times and it is well beyond its useful lifespan. Commissioner Gramann stated she does not want to close the pool but suggested we close early next season and begin work in August 2022. Commissioner Del Preto pointed out the negative return on the water park. He is in favor of closing the pool and fixing the problem now. Commissioner Jaszka agreed it is a tough decision to close the pool, asking if there is a way to keep it open. He asked how the estimates line up with the capital improvement budget. Executive Director Reuter explained we are looking at just over \$1.1 million. Waiting will probably result in the cost going up. Commissioner Jeffery reminded everyone that the Community Surveys show the water park is what the residents want, asking if we could complete the project in phases. Commissioner Sokolowski thinks we will find more issues when we remove the liner and it will probably cost more than we expect. He thinks we need to get going as soon as possible to avoid more damage from the water leaking. Commissioner Powers asked why we have the liner. Director Hamilton explained the liner was put in as a band aid. Now we need to remove the liner to see what kind of damage is under there to prepare the bid packet and request permits. Once we remove the liner, we are committed to complete the work. Executive Director Reuter suggested we could repair the concrete but not the mechanicals in hopes of opening for the summer of 2022. But if we are transparent with the public and announce it with the plan to offer resident rates at other local pools and plan a nice reopening, people will be understanding. Commissioner Gramann asked Director Hamilton to prepare a timeline for plan A and plan B to discuss at the next Board Meeting on September 27. Executive Director Reuter acknowledged that this is a very hard decision to make.

**B. Weekly Happenings (oral)**

- Commissioner Sokolowski announced the birth of his granddaughter Fiona, born August 31.

|                            |   |
|----------------------------|---|
|                            | <ul style="list-style-type: none"> <li>Executive Director Reuter provided an update on the Simkus Playground. The pour in place surface should be completed this week. Commissioner Jaszka noted the playground looks great from the street.</li> </ul>   |
|                            |   |
| <p><b>Action Items</b></p> | <p>A. Resolution of Authorization No. 21-05<br/>Fifth Third Bank has created a consortium of Park Districts to maximize rebate spend levels for rewards. The P-Card system allows the District to set protocols and limits by individual, weekly or monthly purchase amounts; types of services; and vendors. The P-Card offers an annual cash back rebate based on spending, which is almost double the current P-Card rebate. In addition to allowing for more efficient reconciliation and administrative controls, the P-Card simplifies usage for authorized users by utilizing the online expense controls and streamlines the payment process in the financial software.<br/>Commissioner Sokolowski made a motion to approve a Resolution of Authorization No. 21-05 to authorize the issuance of individual Fifth Third purchasing cards to replace the District’s current BMO purchasing cards. Seconded by Commissioner Jaszka.</p> <p>Roll Call Vote:<br/>Commissioner Jaszka: Aye<br/>Commissioner Jeffery: Aye<br/>Commissioner Sokolowski: Aye<br/>Commissioner Powers: Aye<br/>Commissioner Del Preto: Aye<br/>Commissioner Bird: Absent<br/>Commissioner Gramann: Aye<br/>Motion Passes 6-0-1</p> <p>B. Jirsa Park Synthetic Turf Installation<br/>We budgeted to install synthetic playground turf at Jirsa Park and Cambridge Park in 2021. With pricing increases, the \$97,100 originally budgeted for Cambridge Park will be shifted to cover the updated cost of turf at Jirsa Park; Cambridge Park will not be completed in 2021. The project currently sits at \$104,122, which is \$20,772 over the original budgeted estimate. No public bid was needed for this project as this particular product has been previously bid via a national purchasing program (HGAC). Funding for this project is via Special Recreation. Commissioner Sokolowski asked how long the turf lasts in comparison to wood fiber. Director Hamilton emphasized the work required to maintain the wood fiber compared to the ease of use with the synthetic turf and is becoming more popular for playgrounds nationwide. In addition, the turf doesn’t freeze so the playground surface is a year-round solution for our area.<br/>Commissioner Gramann made a motion to approve a contract with Forever Lawn, Inc., Rockford, IL, for Synthetic Playground Turf Installation at Jirsa Park for \$104,122. Seconded by Commissioner Jeffery.</p> <p>Voice Vote taken. Motion passes 6-0-1.</p> <p>C. Mitchell Lakes Park Path Replacement Change Order #1</p> |



|  |   |
|--|---|
|  | <p>Mitchell Lakes Bike Trail Project was budgeted at \$360,000 and bids came in at \$187,439.56. With the savings staff considered improvements along Bluff and Elk Trail where sidewalk runs in the easements to those properties. Removing the sidewalk and replacing with asphalt trail would smooth out some of the transitions and bring continuity to the trail system. The Village agrees with these improvements. Once the sidewalk is removed and the trail replaced in these areas, the Village has agreed to improve the crossings at Bluff and Elk trail when contractors are available. These improved crossings will enhance the crossing for oncoming traffic and align the Elk Trail Crossing with the existing pathway north along the Carolshire Apartments as well as make the paths ADA accessible. Commissioner Jeffery made a motion to approve Change Order #1 for additional improvements to Mitchell Lake Bike Path Project with Evans and Sons the preferred successful bidder. Seconded by Commissioner Del Preto.</p> <p>Voice Vote taken. Motion passes 6-0-1.</p> |
|  |   |
| <b>Closed Session</b>                      | None  |
|  |   |
| <b>Action Pertaining to Closed Session</b> | None  |
|  |   |
| <b>Adjournment</b>                         | <p>Commissioner Sokolowski made a motion to adjourn the meeting. Seconded by Commissioner Del Preto. Voice Vote taken. Motion passed 6-0-1. Meeting adjourned at 8:30 pm.</p>   |

\_\_\_\_\_  
 President  
 Tim Powers

\_\_\_\_\_  
 Secretary  
 Jim Reuter

September 27, 2021  
 Date

**The Carol Stream Park District Board of Commissioners**  
**2022 Schedule of Regular Board Meetings**

Board Meetings will be held at  
Carol Stream Park District  
Fountain View Recreation Center  
910 North Gary Avenue  
Carol Stream, IL 60188

on the second and/or fourth Monday of the month (unless noted)  
following a schedule adopted by the Board of Commissioners.

Following are the dates for all Board Meetings for the year of 2022.

| <u>Second Monday</u> | <u>Fourth Monday</u> |
|----------------------|----------------------|
| January 10           | January 24           |
| February 14          | February 28          |
| March 14             | No meeting           |
| April 11             | April 25             |
| May 9                | No meeting           |
| June 13              | June 27              |
| July 11              | No meeting           |
| August 8             | August 22            |
| September 12         | September 26         |
| October 11 *         | October 24           |
| November 14          | No meeting           |
| December 12          | No meeting           |

\*2<sup>nd</sup> Tuesday to accommodate Columbus Day - October 10

Approved \_\_\_\_\_

**To:** Board of Commissioners

**From:** Sue Rini, Director of Finance & Administration

**Date:** September 27, 2021

**Approval:** 2022 Merit Pool

**Agenda Item # 6C**

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### Issue

Seeking approval from the Board of Commissioners for the 2022 Merit Pool.

### Background/Reasoning

Per the Salary Administration Policy & Procedure, the Board of Commissioners will be asked annually to approve the District merit pool. The 2021 merit pool was 1.5%. In accordance with our policy, the District's formal wage scale will increase by 1% less than the annual merit pool.

- Year three of the mandatory increase to minimum wage will add \$1.00 raising it to \$12.00/hr. as of 1/1/2022. Of 200 active employees, 155 (78%) are part time; 142 (91.6%) will see an increase due to the change in minimum wage. Without movement to the full-time wage scale, salary compression will occur.
- According to the Society for Human Resource Management (SHRM) the national average for projected merit increases in 2022 is 3%.
- Average of surveyed agencies for 2022 is 3.09%.
- The recommended merit pool does not represent an automatic merit increase; awards are solely based on performance. Increases may range from 0 – 3.0%.
- No merit increase is granted to employees who are performing below expectations, or those who have been placed on a performance plan.

### Supporting Documents Summary

Summary of Park Districts who reported Merit Pool Information

### Public/Customer Impact

Enhances the District's ability to retain high quality staff, and therefore provide outstanding programming and services to the residents of the Carol Stream Park District.

### Recommendation

That the Board approve a merit pool of up to 3% for the 2022 budget year.



| Agency                                  | Merit %      | Status   | Reporting for Fiscal Year | Note |
|---|--------------|----------|---------------------------|------|
| Arlington Heights                       | 2.5          | Approved | May '21 – Apr '22         |      |
| Bolingbrook                             | 4%           | Approved | January 1                 |      |
| Crystal Lake                            | 3%           | Proposed |                           |      |
| Dundee Township                         | 3%           | Proposed | January 1                 |      |
| Elk Grove                               | 4.5%         | Proposed | January 1                 |      |
| Elmhurst                                | 3%           | Proposed | January 1                 |      |
| Forest Preserve District of Kane County | 3%           | Approved | July '21 – June '22       |      |
| Geneseo                                 | 3%           | Approved | January 1                 |      |
| Grayslake                               | 3%           | Approved | June '21-May '22          |      |
| Highland Park                           | 3%           | Approved | April '21 – March '22     |      |
| Lisle                                   | 3%           | Proposed | January 1                 |      |
| McHenry Conservation District           | 3%           | Proposed | April '21 – March '22     |      |
| Mount Prospect                          | 3%           | Approved | April '21 – March '22     |      |
| Northbrook                              | 2.5%         | Proposed | January 1                 |      |
| NSSRA                                   | 3%           | Proposed | January 1                 |      |
| Oakbrook                                | 4%           | Approved | May '21 – Apr '22         |      |
| OswegoLand                              | 3%           | Proposed | January 1                 |      |
| Roselle                                 | 2.5%         | Approved | April '21 – March '22     |      |
| Skokie                                  | 3%           | Approved | May '21 – Apr '22         |      |
| Wheaton                                 | 3%           | Proposed | January 1                 |      |
| Wheeling                                | 3%           | Proposed |                           |      |
| Warrenville                             | 3%           | Approved | May '21 – Apr '22         |      |
| Woodridge                               | 3%           | Proposed |                           |      |
| <b>Average:</b>                         | <b>3.09%</b> |          |                           |      |

**To:** Board of Commissioners  
**From:** Renee Bachewicz, Director of Recreation  
**Date:** September 27, 2021  
**Approval:** Affiliate Agreement with Carol Stream Youth  
Travel Basketball Association **Agenda Item # 6D**

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### Issue

Should the Board approve the affiliate agreement with the Carol Stream Youth Travel Basketball Association (CSYTBA) for 2021-2022.

### Background/Reasoning

- At the June 22, 2015 Park Board of Commissioners meeting, the board approved the revised affiliate agreements for all four of the district's youth sports affiliate groups. These agreements would then be approved on an annual basis.
- This new agreement would cover the 2021-2022 season for CSYTBA.
- CSYTBA is in compliance with the terms of the agreement and is considered to be in good standing with the District.

### Supporting Documents Summary

- Contractual agreement between Carol Stream Youth Travel Basketball Association and the Carol Stream Park District.
- Due to the COVID19 pandemic we have added an addendum to this agreement that states that CSYTBA will follow the most current park district guidelines and the All Sports Policy at the time of their season including the Statewide Mask Mandate.

### Cost

The affiliate fees paid to the District are budgeted in GL # 20-4-60-00-480-641.

### Public/Customer Impact

The affiliate group provides an opportunity for youth that wish to participate in a more competitive basketball program than the District currently offers as part of our in-house league.

### Recommendation

That the Board approve the affiliate agreement with the Carol Stream Youth Travel Basketball Association for 2021-2022.



# **Carol Stream Youth Travel Basketball Association**

## **Affiliate Agreement**

### **Memorandum of Understanding**

#### **PURPOSE**

The Carol Stream Park District (hereafter “**Park District**”) recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Park District with autonomous leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Park District is willing to establish a working relationship and cooperative agreement with the Carol Stream Youth Travel Basketball Association (hereafter “**CSYTBA**”). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein insure that the parties’ concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs. In addition to the criteria included in the Park District’s Policy Guidelines on Youth Recreational Organizations, CSYTBA agrees to follow the following guidelines:

## **I. Criteria and Conditions**

1. The CSYTBA shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The CSYTBA shall conduct its own financial business and be financially self-supporting. CSYTBA shall not be underwritten by Park District public funds.
3. The CSYTBA shall have its own volunteer governing board all whom must live within the Park District boundaries with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
  - a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities that supplement existing Park District programs and fit within the stated mission of the Park District.
  - b. At least 51% of each team or division of the CSYTBA must be residents within the Park District boundaries. Participants that reside outside of the CSPD boundaries but are within the boundaries of Community Consolidated School District 93 (CCSD93) will be counted as residents.
  - c. Provide copies of the IRS and State tax forms that must be filed annually to maintain the organization's 501(C) 3 status or other financial documents (bank statements, etc.) as requested by the Park District. Financial documents should be submitted within three months of the conclusion of CSYTBA's fiscal year.
  - d. Must provide the Park District with a copy of the organization's by laws annually.
4. The CSYTBA must submit a written request to the Park District seeking approval to enter sponsorship agreements with potential third party partners. The Park District must approve all potential sponsor partners prior to the execution of a sponsorship agreement. The Park District has the right in its sole discretion to deny any sponsorship agreement that may not be in the best interest of the Park District. All fundraising activities must also be done in full compliance of the laws governing such activities.
5. The CSYTBA must have a Code of Conduct in place that is provided to and followed by administrators (board members), players, coaches, and parents at all times. A copy shall be provided to the Park District annually.
6. The CSYTBA shall provide a list of officers and participants, including addresses and telephone numbers following CSYTBA's annual elections and when changes occur.
7. Copies of the organizations meeting minutes must be submitted to the Park District no later than fifteen days following any meeting.

8. The CSYTBA shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District to be the official liaisons for all official communication with the Park District including but not limited to court and facility assignments. One of the liaisons must be the league President.
9. The CSYTBA agrees and understands that neither the CSYTBA nor its officials, officers, members, employees or volunteers (collectively "CSYTBA") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The CSYTBA will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any CSYTBA activity will be the CSYTBA's sole responsibility and not the Park District's. Also, it is understood that the CSYTBA is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the CSYTBA will be solely responsible for its own actions. The Park District will in no way defend the CSYTBA in matters of liability.
10. The CSYTBA shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigations shall constitute a breach of agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Group privileges under this Agreement.
11. The CSYTBA shall not represent itself or members of the CSYTBA as employees, volunteers, or agents of the Park District.
12. The CSYTBA or members of the CSYTBA will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
13. All fees, charges, monies, and expenditures shall be handled by the CSYTBA itself, with its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
14. Costs for maintenance of equipment and/or facilities will be charged to the CSYTBA. CSYTBA shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
15. The CSYTBA acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the CSYTBA activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
16. Activities, programs, and events sponsored by CSYTBA shall not, other than to adhere to specific membership guidelines, program requirements, or minimum

residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.

17. The CSYTBA agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age or handle cash. The CSYTBA is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
  - a. The CSYTBA may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, CSYTBA will be invoiced for the cost of completing the background check.
18. The CSYTBA agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The CSYTBA understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any CSYTBA position and/or activity and that the Park District is not responsible for any hiring or retention decision.
20. Registration for membership/tryouts must not exclude qualified residents of the Park District.
21. The CSYTBA shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The CSYTBA shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
22. CSYTBA shall abide by all Park District rules and regulations including, but not limited to, no smoking, no alcohol, and no drugs on or in Park District grounds and facilities.

## **II. Facility/Court Use**

1. Requests shall be made in writing at least three months in advance to insure availability. Park District programs take precedence. Requests must be specific and include but not limited to:

- a. A timeline/calendar of events showing proposed start and end dates for practices, games, special events, et al.
- b. Court locations and sizes desired.
- c. Days and times.

Times must follow the time slots used by the Park District for the applicable sport. The specific sport time slots used by the Park District are available upon request.

- a. Proposed schedules (practice and game) must be submitted at least two weeks prior to the first day of intended use.
2. All active rosters must be submitted to the Park District no less than two weeks before the start of the season of intended use. The roster must include the first and last name of each participant as well as their home address. Rosters should also indicate which players are non-residents of the Park District.
  3. The Park District reserves the right to schedule any and all game courts, practice courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions.
  4. It is the sole responsibility of the CSYTBA to determine whether any facility, court, or location is safe, suitable, and/or appropriate for any intended use.
  5. The CSYTBA shall inspect each facility, court, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (broken equipment, etc.) to the Park District.
    - a. In order to coordinate scheduling and staffing needs, CSYTBA must request the use of any School District facilities through the CSPD staff.
  6. The CSYTBA is solely responsible for providing supervision and security services, as needed, for any and all CSYTBA activities.
  7. The Park District does not assume any responsibility, care, custody, or control of any CSYTBA property or equipment brought upon or stored upon Park District property. The CSYTBA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
  8. The CSYTBA shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
  9. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.

- a. Special events to take place on Park District property (i.e. banquets, fundraising events, meets, pictures, road races, tournaments, etc.) require approval and 30 days advance notice.
10. Park District will provide safe and adequate athletic court space for basketball practice and games at Park District property as well as school district property upon approval of the school district.
11. Basketball practice space will be provided at:
  - a. Fall/Winter Season: Carol Stream Park District and school district sites beginning September 1, 2021 – March 31, 2022 from 6:00 pm to 9:30 pm weekdays and 9 am to 9 pm on weekends.
  - b. Practices may also be held at Glenbard North High School (hereafter **GNHS**) on weekdays (pending court availability) from 6:00 – 9:30 pm.
  - c. Summer season: Carol Stream Park District sites beginning June 1, 2022 – July 31, 2022 from 6:00 pm to 9:30 pm weekdays.
12. Game Space will be provided at:
  - a. Park District sites as well as GNHS from 8:00 am – 7:00 pm. on weekends pending gym availability once Park District programming is complete.
  - b. Please note that when GNHS is participating in the IHSA playoffs, those games will take priority and may require the rescheduling of CSYTBA games in order to accommodate the GNHS games.
  - c. CSYTBA may utilize the scoreboard at GNHS for games only.
13. The Park District will provide facility space for monthly organizational meetings, equipment handout and special registration days at no charge. Individual team meetings, team parties or indoor practice space other than that will be rented at a discount rate on an individual basis. Should CSYTBA wish to use space when the facility is closed, they will need to pay all applicable fees and charges.
14. CSYTBA shall be responsible for damages to courts used when deemed NOT playable by the Park District.
  - a. CSYTBA shall be responsible for damage to courts, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
  - b. The cost of the damages will be determined by the Park District. Once determined, the CSYTBA will be invoiced.



### **III. Rental/Usage Fee**

1. CSYTBA will pay to the Park District an annual usage fee per player for expenses directly incurred for the CSYTBA's use of courts, facilities, and equipment. Changes in fees will be determined by the Park District staff based on costs associated with providing services to CSYTBA. The per player fee for fall/winter 2021-2022 will be \$50.81, and summer 2022 will be \$26.77. The affiliate reimbursement fee does not include the following:
  - a. Portable toilets not scheduled for Park District properties.
  - b. Services or supplies in excess of the standards previously established.
  - c. Capital purchases, capital improvements, or capital repairs requested by the affiliate.
  - d. Processing criminal background checks.
  - e. Damage to courts, facilities, or equipment.
  - f. Additional projects, such as camps, clinics and tournaments.
2. CSYTBA shall be assessed an additional non-resident fee for each affiliate participant who does not reside within the boundaries of the Park District. This fee shall be assessed once for every non-resident participant and for each individual playing season.
  - a. The additional fee for non-residents shall be 50% of the resident affiliate fee, not to exceed \$20, per participant, per playing season.
  - b. Although participants residing in CCSD93 and BSD25 boundaries that are outside of the CSPD boundaries are treated as residents when determining % of residents per team, those participants are still subject to the non-resident fee.
3. CSYTBA will be invoiced for the following:
  - a. Seasonal affiliate fee.
  - b. Camp and tournament rental fees.
  - c. Park District attendant required at sporting events outside the regular season. Events included but not limited to:
    - a. Any use of school facilities including games, camps and practices during the off season.
    - b. Tournaments.

4. If any invoice received by CSYTBA is not paid within 30 days of the date of the Park District invoice, CSYTBA may be placed on probation and future Park District services, as outlined in this agreement, may not be rendered.

#### **IV. Advertisement**

The Park District will provide the CSYTBA with space in their seasonal program guide and website to advertise standard program information. The CSYTBA is responsible for providing information for the advertisement, and the Park District will design the advertisement. A direct link to the CSYTBA website will also be included on the Park District website.

CSYTBA may also request that information be displayed on the Park District's outdoor marquee boards and indoor bulletin boards.

#### **V. Insurance and Indemnification**

The CSYTBA shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of CSYTBA activities:

##### **1. Commercial General and Umbrella Liability Insurance**

CSYTBA shall maintain commercial general liability (**CGL**) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (**ISO**) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the CSYTBA insurance and shall not contribute with it.

The CGL policy must include individuals for athletic participation.

## **2. Business Auto and Umbrella Liability Insurance**

If applicable, the CSYTBA shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

## **3. Workers Compensation Insurance**

If applicable, the CSYTBA shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

## **4. Other**

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the CSYTBA waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CSYTBA's use of any Park District property or facility.

## **5. General Insurance Provisions**

### **a. Evidence of Insurance**

Prior to exercising any rights under this Agreement, the CSYTBA shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Agency prior to the cancellation or material change of any insurance referred to therein. Written notice to Agency shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the CSYTBA's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting the CSYTBA from using the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this agreement at Park District's option.

The CSYTBA shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

**b. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

**c. Cross-Liability Coverage**

If the CSYTBA liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**d. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the CSYTBA may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

**6. Indemnification**

The CSYTBA shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the CSYTBA or any of CSYTBA's partners, directors, officials, officers, agents, employees, members, volunteers, participants,

invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The CSYTBA shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the CSYTBA's breach of any of its obligations under, or CSYTBA default of, any provision of this agreement. This responsibility will survive the termination of this agreement.

## **VI. Other**

- a. CSYTBA is responsible for following the Park District's severe weather protocol – see attached policy.
- b. CSYTBA has ability to utilize staff expertise, program equipment, operational logistics, and other in-kind services, etc.

## **VII. No Third Party Beneficiary**

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

## **VIII. Termination and Duration**

- a. The initial term of this Agreement shall commence on the date hereof and end on August 31, 2022. The agreement will be renewed on annual basis for a period of one year providing that CSYTBA is in good standing with the Park District.
- b. The Park District retains the unilateral right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the CSYTBA or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the CSYTBA has breached any of its obligations under this Agreement.

The CSYTBA may terminate this agreement by providing a minimum of 45 days written notice.

- c. The CSYTBA will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the CSYTBA by the Park District shall be promptly reimbursed. This responsibility will survive the termination of this agreement.
- d. The Agreement may also be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

\_\_\_\_\_  
Authorized Signature of CSYTBA

\_\_\_\_\_  
Authorized Signature of Carol Stream  
Park District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Date: September 27, 2021

Submitted by: Anthony Kenny, Division Manager

### **Youth Basketball Affiliate Agreement – COVID19**

In response to the COVID19 pandemic CSYTBA must abide by the most current state guidelines in place; including the Statewide Mask Mandate when indoors for all individuals regardless of vaccination status and the most current All Sports Policy.

CSYTBA must abide by all current protocols and guidelines in order to participate in their season. Failure to adhere to all guidelines will result in cancelation of the season.

\_\_\_\_\_  
Authorized Signature of CSYTBA

\_\_\_\_\_  
Date

**To:** Board of Commissioners  
**From:** Shane Hamilton, Director of Parks & Facilities  
**Date:** September 27, 2021  
**Discussion:** Coral Cove Water Park

**Agenda Item # 7A**

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The Board will continue the conversation regarding the Coral Cove Water Park renovation timeline. Staff met with the WT Group, and they listened to the questions and concerns from the Board's discussion during the last Board meeting. WT is confident they can deliver this project to our community in seven months.

Tentative Schedule

|                        |                          |
|------------------------|--------------------------|
| Construction Documents | January – February 2022  |
| Pool Permit            | February – April 2022    |
| Bidding                | February – March 2022    |
| Pre-Bid Meeting        | February 2022            |
| Board Approval         | March 2022               |
| Contracts Signed/Etc.  | Late March 2022          |
| Submittals             | March – April 2022       |
| Construction           | August 2022 – April 2023 |

Staff expressed concern about the current state of the liner moving forward for another pool season. The WT Group committed to assisting us with finding a contractor to patch the liner for one more season.

With some tweaks to the timeline, staff believes they can capture enough time to deliver a well thought out, well scoped, detailed project inclusive of all our needs and ready to open for the Summer 2023 season.



**To:** Board of Commissioners  
**From:** Jim Reuter, Executive Director  
**Date:** September 27, 2021

**Approval:** Community Development Block Resolution No. 21-06

Agenda Item # 8A

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### Issue

Should the Board approve Resolution No. 21-06 to authorize staff to submit an application to the DuPage County Community Development Commission for grant funding through the Community Development Block Grant Program for Community Park and to authorize the Executive Director to sign all agreements and other necessary documents related to the grant should funding be approved

### Background/Reasoning

In a continued effort to fund major improvements at Community Park, staff would like to submit a grant through the Community Development Block Grant program via DuPage County.

### Supporting Documents

Resolution 21-06

### Cost

There is no cost to execute this agreement.

### Public/Customer Impact

The grant will allow us to speed up the scheduled time frame for completing Community Park improvements while not depleting Capital Fund dollars.

### Recommendation

The Board make a motion to approve Resolution No. 21-06 to authorize staff to submit an application to the DuPage County Community Development Commission for grant funding through the Community Development Block Grant Program for Community Park and to authorize the Executive Director to sign all agreements and other necessary documents related to the grant should funding be approved.

**RESOLUTION NO. 21-06**

**A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR FUNDING OF COMMUNITY PARK, UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND AUTHORIZING A REPRESENTATIVE TO SIGN AN AGREEMENT IF FUNDING IS GRANTED.**

**WHEREAS**, the Carol Stream Park District, an Illinois Unit of Local Government, (hereinafter "Park District") is a park district organized, operating and existing under the provisions of the Park District Code, 70 ILCS 1205/1-1, *et seq.* (hereinafter "the Code"); and

**WHEREAS**, the Park District contracted with Wight & Company to prepare plans and construction documents for Community Park; and

**WHEREAS**, grant funding for the construction of Community Park may be available under the Community Development Block Grant (CDBG) Program; and

**WHEREAS**, the Park District Board of Commissioners have determined that it is in the best interests of the citizens of the Carol Stream Park District to prepare and submit an application for grant funding of Community Park under the CDBG Program; and

**WHEREAS**, application provisions for grant funding under the CDBG Program require that the Park District approve a resolution authorizing the submittal of the grant funding application; and

**WHEREAS**, application provisions for grant funding under the CDBG Program require that the Park District approve a resolution authorizing a representative to sign an agreement and supporting documents if funding is granted; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Park District, DuPage County, State of Illinois, as follows:

**SECTION 1:** That Park District staff is hereby authorized to submit an application to the DuPage County Community Development Commission (CDC) for grant funding Community Park under the Community Development Block Grant (CDBG) Program.

**SECTION 2:** That the Executive Director of the Park District is hereby authorized to sign all agreements and other necessary documents related to the grant should funding be approved.

**SECTION 3:** That this resolution shall be in full force and effect from and after its passage and approval according to law.

**PASSED AND APPROVED THIS 27<sup>th</sup> DAY OF September, 2021,** pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Approved:

\_\_\_\_\_  
Tim Powers, Board President

Attest:

\_\_\_\_\_  
Jim Reuter, Board Secretary