



Board of Commissioners
Regular Business Meeting
910 North Gary Avenue
Premier Room

September 22, 2025

6:00pm

- 1. Call To Order**
- 2. Roll Call – Pledge of Allegiance**
- 3. Public Hearing**
Conduct of Public Hearing for the issuance of not to exceed \$3,000,000 General Obligation Limited Tax Park Bonds for the payment of land condemned or purchased for parks, for the building, maintaining, improving and protecting of the same and the existing land and facilities of the District and for the payment of the expenses incident thereto.
- 4. Listening Post**
Anyone wishing to address the Board is asked to sign in. Please state your name and city for the record. The Board asks that you limit your comments to three minutes. If necessary, a response will be provided within 48 hours.
- 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: Regular Minutes: September 08, 2025
 - B. Approve: Ordinance No. 591 Park District Surplus
 - C. Approval: 2026 Merit Pool Approval
- 7. Discussion Items**
 - A. Outstanding Debt Options – Next Steps
 - B. Simkus and CCWP Facility Update
 - C. Kailasha Development Lease – Jan Smith Park
 - D. Native Areas Maintenance
 - E. Weekly Happenings (oral)
- 8. Action Items**
 - A. Approval: Policy Guidelines for Youth Recreational Organizations Update
- 9. Closed Session**
- 10. Action Pertaining to Closed Session**
- 11. Adjournment**



Board of Commissioners
Regular Meeting
September 8, 2025
6:00pm

Call to Order	Commissioner Jeffery called the meeting to order at 6:00 pm.
Roll Call/Pledge of Allegiance	Present: Commissioners Jeffery, Parisi, Bird, Powers, Witteck, Becker and Pauling. Staff: Executive Director Rini, Directors Hamilton, Bachewicz, Quinn and Scumaci, Superintendent Adamson, Division Manager Kenny, and Executive Assistant Greninger.
Listening Post	Sijo Job from Winfield is asking for affiliate status for Invaders Basketball. He understands the District cannot offer the team space because of the current issue with the Simkus gym, but only wants affiliate approval for the Invaders. He is hoping for a way for the Board to say yes to their request.
Changes to the Agenda	None
Consent Agenda	<p>Commissioner Bird made a motion to accept the consent agenda as read. Seconded by Commissioner Witteck.</p> <p style="margin-left: 40px;">A. Approval: Finance Committee Minutes: August 25, 2025 B. Approval: Regular Minutes: August 25, 2025 C. Ratify: August 2025 Bills</p> <p>Voice Vote. All in favor. None opposed. Motion Passes.</p> <p>Commissioner Powers made a motion to approve the consent agenda as read. Seconded by Commissioner Becker.</p> <p>Roll Call Vote: Commissioner Bird: Aye Commissioner Becker: Aye Commissioner Jeffery: Aye Commissioner Parisi: Aye Commissioner Powers: Aye Commissioner Pauling: Aye Commissioner Witteck: Aye</p> <p>Motion Passes 7-0-0</p>
Discussion Items	<p>A. Carol Stream Parks Foundation Update Dana Hybl from the Carol Stream Parks Foundation provided an update on the Foundation Annual Duck Race event held on August 16. The Foundation sold 985 ducks worth approximately \$5,000 in sales. The race went well, but a storm came in right after the last heat. The next event is the Putt and Pour on September 27.</p> <p>B. Annual Marketing Report</p>

Marketing Division Manager Mondlock attended the meeting to present its annual report and highlight the processes used to support the District's programs, facilities, and events. The presentation provided analytics related to distribution, communication avenues, and effectiveness. She also reviewed day-to-day, seasonal, and annual processes that support our marketing campaigns. Commissioner Bird remarked how well Marketing is doing and the artwork is wonderful. Commissioner Jeffery said the department is 10 times better than before. Executive Director Rini said the Park Communication Boards are customized for each park and are designed in house.

C. Simkus and CCWP Facility Update

Director Hamilton reviewed the steps we have taken so far to identify the leak at Coral Cove Water Park. In addition to the gym floor wood buckling, we also were made aware of a very large increase in water usage. We believe a leak is coming from the slide or dive pool areas and going under the foundation of the gym. By removing the molding surrounding the gym floor, we see there is some deterioration of the concrete. We also know that the electrical pipes that run under the gym from Coral Cove to the Mechanical Room have water in them. We believe that is what caused the power outage in the pool offices. The meeting with American Leak Detection was rescheduled to September 9. Once we find the leak, we can address the repair, hopefully before winter sets in. Once the leak is repaired, we will move onto the gym floor. We anticipate some concrete repairs under the wood floor. Executive Director Rini said PDRMA warned that the costs associated with identifying the cause and underground repairs are probably not covered by insurance. We anticipate disrupted revenue at least through the first quarter of 2026. PDRMA also warned that if we are jackhammering the concrete in the gym, it might require office staff and programs to temporarily relocate. Commissioner Pauling asked if there are any other signs of trouble. Director Hamilton pointed out a large dip in the asphalt path leading to the pump room on the west side of the building. Staff will continue to share updates at Board meetings.

D. Kailasha Developers/Jan Smith Park Update

Executive Director Rini discussed the proposed Lease. The developer had a meeting with the Village of Carol Stream last week, which resulted in direction for Kailasha to reduce the number of units. That will change the impact fees we receive; Kailasha has also countered the District's request for \$177,000 in additional cash donations down to \$120,000. They still plan on adding a path and improving the basin. The terms of the agreement are a Board decision.

Commissioner Powers still does not like the plan; recommending we counteroffer at \$160,000. Commissioner Bird commented with the decrease in the number of units, Kailasha may be able to manage the stormwater on their land; we should not push too hard. Commissioner Pauling agreed, adding she likes the proposed improvements at Jan Smith Park. Commissioner Becker agreed, as well as Commissioner Witteck. Commissioner Parisi does not have a strong opinion.

Commissioner Jeffery added that with the lower number of units, the wear and tear on the park would decrease as well. Executive Director Rini will continue discussions with our attorney.

E. Review of Outstanding Debt – Meristem Advisors

Andy Arndt from Meristem Advisors attended the meeting to review the timeline and costs associated with moving forward with refinancing and/or pursuing new bond funds. At this point, we need to publish a notice for a public hearing per the Bond Issue Notification Act (BINA) for the September 22 Board Meeting, at a cost of \$150 for the legal notice. BINA authority is good for three years, but does not obligate the District to move forward. It does prepare the District to act if funding is needed to repair the gym or advance the capital improvement plan. After the public hearing, the next step will be the Parameters Ordinance – this is when the District is committed to refinancing for savings, or to refinance and issue additional money. That would be followed by the credit rating process (at a cost of approximately \$15,000). There is a possibility that the credit review will result in the assumption that additional money will be taken, which will impact the credit score, whether we decide to pursue new bond funds or not. The Board still has the option to just refinance, but if they want the tax levy to go down for next year's tax bills, we must complete the refinance process by February 2026.

Commissioner Powers said he is anticipating the Federal Reserve will decrease interest rates next week, which will change the bond rates. We could realize greater savings by waiting until next year. Mr. Arndt reminded him that when we were completing this process in 2021, interest rates went up, and the market reacted in the opposite way we expected. Municipal Bonds are still volatile. We have time to see what happens after the Federal Reserve Meeting. We can wait until the October 27 meeting to complete the Parameter Ordinance.

Commissioner Powers asked about the call dates for the other bonds. Mr. Arndt said the final callable bonds will occur in 4-6 years, when we can consider restructuring the debt once again. Commissioner Bird is in favor of riding this out, but leaving the option open, considering the extensive repairs needed for the pool and gym. Mr. Arndt said that we can write a Reimbursement Ordinance provision to reimburse for those expenses, within 60 days of passing the ordinance. Commissioner Jeffery is in favor of refinancing for tax savings, but still pushing back on pursuing new money. She will sign the BINA order to publish the legal notice.

F. 2026 Merit Pool Recommendation

Director Quinn said this is the time of year we are required to discuss the Merit Pool recommendation, based on our Salary Administration Policy. This is the first year in the last five we have not had mandatory Minimum Wage increase. Merit increases allow us to recognize and reward employees who demonstrate outstanding performance. Staff is recommending a 4% merit pool; a pool provides flexibility to acknowledge high performing staff for their efforts and achievements, and helps

	<p>with retention, recruiting, and morale. The approval will be on the September 22 Board Meeting agenda.</p> <p>G. Weekly Happenings (oral)</p> <ul style="list-style-type: none"> • Commissioner Witteck attended a staff outing for West Chicago Park District at Coyote Crossing Mini Golf, and it was wonderful. Staff had a great time. • Commissioner Becker had a conversation with Rick Gieser; he commented on how nice Shining Waters Park looks. • Commissioner Pauling commended the Recreation Attendants who worked the Panthers game last weekend; they were amazing. • Commissioner Parisi asked if we are required to plow the paths at Pleasant Hill Park as part of the Intergovernmental Agreement. Director Hamilton said no, but the parking lot off Harriet Street is on the District's B schedule. Executive Director Rini added that we have talked to school Administration about plowing the paths as part of the plowing they do, since school lots are their priority and would be accomplished before school starts.
Action Items	<p>A. New Affiliate Basketball Application</p> <p>Director Bachewicz reviewed the District's recent activities when approached by Invaders Basketball, a new startup league, to become an Affiliate. In addition to sharing the guidelines, staff held an initial meeting to discuss the Invaders' needs. That meeting also explained that there were a number of considerations that still needed to be discussed before moving forward. Shortly after that initial meeting, the Simkus gymnasium was taken out of service until further notice due to the floor buckling. With no way to estimate when the floor would be available for any type of programming, the District let them know that they could not consider any further consideration for their Affiliate status at this time. The Invaders continue to request affiliate status, or at least the District's endorsement or sponsoring for their group, for the purposes of getting into a travel league (DYTBL). Based on lack of space and lack of understanding of the Affiliate relationship, staff is recommending the Board reject the Invaders' request for Affiliate status.</p> <p>Subsequently, Mr. Job/Invaders submitted a FOIA request for a number of documents related to the affiliate process and historical records. In the course of gathering documents for the FOIA request, staff found a Board Policy and summary memo from 2013 that stated the District will only have one affiliate per sport. Commissioner Jeffery recalls that policy, as did Commissioner Bird. He added that we should only consider a different affiliate if the first was not in good standing. Commissioner Parisi asked if there is any association between the Panthers and Invaders. There is not. Commissioner Pauling agreed and shared that to her understanding, DYTBL only accepts one team per community. Commissioner Bird asked if the kids that signed up for Invaders could still participate in Park District Basketball programs; Director Bachewicz said yes.</p>



	<p>Commissioner Bird made a motion to reject the Invaders Basketball Application for Affiliate Status with the Carol Stream Park District. Seconded by Commissioner Witteck. Voice Vote. All in favor, none opposed. Motion passes.</p> <p>B. Emergency Repairs to Electrical Service at Coral Cove Water Park Commissioner Parisi made a motion to approve emergency repairs to electrical service at Coral Cove Water Park in the amount of \$38,636 by Ashley Electric, Bloomingdale, IL, 60108. Seconded by Commissioner Pauling.</p> <p>Roll Call Vote: Commissioner Bird: Aye Commissioner Becker Aye Commissioner Jeffery: Aye Commissioner Parisi: Aye Motion Passes 7-0-0</p> <p>Commissioner Powers: Aye Commissioner Pauling: Aye Commissioner Witteck: Aye</p>
Closed Session	None
Action Pertaining to Closed Session	None
Adjournment	Commissioner Powers made a motion to adjourn the meeting. Seconded by Commissioner Becker. Voice Vote taken. Motion passed 7-0-0. Meeting adjourned at 7:15 pm.

President
Jacqueline Jeffery

Secretary
Sue Rini

September 22, 2025
Date

To: Board of Commissioners
From: Sue Rini, Executive Director
Date: September 22, 2025
Approval: Ordinance No. 591 Park District Surplus **Agenda Item # 6B**

Issue

Should the Board approve Ordinance No. 591 declaring certain Park District property as surplus.

Background/Reasoning

The Park District staff would like to declare the following as surplus:

QUANTITY	EQUIPMENT
1	IPC Eagle Floor Scrubber
1	Follett Ice Machine
37	White Round Linen Tablecloths

Supporting Documents

Ordinance No. 591

Cost

There is no cost associated with this item.

Public/Customer Impact

These items will be auctioned or recycled.

Recommendation (Roll Call Vote)

That the Board make a motion to approve Ordinance No. 591 declaring certain Park District property as surplus.

ORDINANCE NO. 591
ORDINANCE DECLARING CERTAIN PARK
DISTRICT PERSONAL PROPERTY AS SURPLUS
AND AUTHORIZING SALE OR DISPOSAL

WHEREAS, the Carol Stream Park District, DuPage County, Illinois has accumulated certain personal property which has been used for various park purposes, specifically the items described in Exhibit A; and

WHEREAS, staff has determined that the subject items are beyond useful service life; and

WHEREAS, the Illinois Park District Code authorizes the Park District to dispose of items of personal property, when in the opinion of three-fifths of the members of the Board of Park Commissioners then holding office such property is no longer necessary, useful to, or for the best interests of the Park District; and

WHEREAS, Park District staff has made preliminary arrangements for the disposal of the equipment and personal property through trade in, sealed bid auction, competitive bid, or salvage.

NOW, THEREFORE BE IT AND IT IS HEREBY ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE CAROL STREAM PARK DISTRICT, DUPAGE COUNTY, AS FOLLOWS:

Section One:

It is hereby found and determined by the Board of Park Commissioners of the Carol Stream Park District that the following items of personal property is no longer necessary, useful to or for the best interests of this Park District:

- A. The property described in Exhibit A attached hereto and incorporated herein by reference.

Section Two:

That the park district staff is hereby authorized to convey or sell the personal property described in Section One of this Ordinance in any manner that it may designate, with or without advertising the sale, at any time following the adoption of this ordinance.

Section Three:

This ordinance shall be effective immediately upon passage and approval by a three-fifths majority of the members of this Board of Park Commissioners.

Section Four:

All prior ordinances, resolutions, motions, orders or policies in conflict herewith, be and the same hereby are, repealed to the extent of the conflict herewith.

Section Five:

If any clause or provision of this Ordinance shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

Roll Call Vote:

Ayes: _____

Nays: _____

Abstain: _____

Dated: September 22, 2025

President, Board of Park Commissioners

ATTEST:

Secretary, Board of Park Commissioners

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioner (the "*Board*") of the Carol Stream Park District, DuPage County, Illinois (the "*District*"), and as such official I am the keeper of the records and files of the District and the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 22nd day of September, insofar as same relates to the adoption of Ordinance No. 591 entitled:

AN ORDINANCE declaring certain park district personal property as surplus and authorizing sale or disposal.

A true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the District, this 22nd day of September 2025.

(SEAL)

Secretary, Board of Park Commissioners

Exhibit A

QUANTITY	EQUIPMENT
1	IPC Eagle Floor Scrubber
1	Follett Ice Machine
37	White Round Linen Tablecloths

To: Board of Commissioners
From: Christine Quinn, Director of HR and Administrative Services
Date: September 22, 2025
Approval: 2026 Merit Pool Approval **Agenda Item # 6C**

Issue:

Should the Board approve a 4% merit pool for the 2026 budget year.

Background/Reasoning

This item was discussed at the September 8, 2025 Board Meeting at which time direction was given to move this item to approval. Per the Salary Administration Policy & Procedure, the Board of Commissioners must annually approve the District's merit pool.

Supporting documentation explains the importance of retaining high quality staff as a way to ensure our District remains competitive in attracting and retaining excellent employees, while also recognizing and rewarding the efforts of our dedicated employees.

A 4% merit pool will address these challenges and renew the District's initiative to remain the employer of choice in the parks and recreation field.

Supporting Documents:

- Board Memo of September 8, 2025: "2026 Merit Pool Recommendation"

Cost

- 2026 salary budget for full-time/benefit level positions is \$3,452,939.57
- 4% merit pool is \$138,117.58

Public/Customer Impact

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

Recommendation (Roll Call)

That the Board approve a 4% merit pool for the 2026 budget year.

To: Board of Commissioners
From: Christine Quinn, Director of HR and Administrative Services
Date: September 8, 2025
Discussion: 2026 Merit Pool Recommendation **Agenda Item #: 6F**

At the September 22, 2025, Board Meeting, we will be requesting approval of a 4% Merit Pool as part of the 2026 Budget. The information below outlines the rationale for this recommendation and is provided for the Board's review. In accordance with the District's Salary Administration Policy & Procedure, the Board of Commissioners is required to approve the merit pool each year.

In 2026, the state minimum wage will remain at \$15 per hour, meaning no additional adjustments will be required. This will be the first year since 2018 that we have not had to implement changes to meet annual minimum wage increases. The pause in mandated increases provides some relief to the District's budget and allows us to focus resources on the proposed merit pool. This ensures that compensation adjustments are tied to performance and internal equity, rather than being driven solely by compliance with state requirements.

Rationale for a 4% Merit Pool

1. **Performance Recognition:** The merit pool is not intended as an across-the-board increase but rather as a tool to recognize and reward employees who consistently demonstrate outstanding performance and meaningful contributions to the District. A 4% pool provides the flexibility to appropriately acknowledge high-performing staff for their efforts and achievements.
2. **Retention and Recruitment:** With continued competition in the local job market and within the recreation field, offering a 4% merit pool helps the District remain competitive in attracting and retaining quality employees. Competitive pay practices are essential to reducing turnover, minimizing recruitment costs, and ensuring we maintain a skilled and committed workforce.
3. **Organizational Benefits:** Employees who believe their efforts are valued and fairly compensated are more engaged, motivated, and productive. Merit-based increases foster morale, drive performance, and ultimately strengthen the District's ability to deliver high-quality programs and services to the community.
4. **Financial Stewardship:** Budget analysis confirms that a 4% merit pool is both affordable and responsible. This recommendation balances fiscal accountability with the District's commitment to investing in its employees.

Market Competitiveness:

- The Society for Human Resource Management (SHRM) projects the national average for merit increases in 2026 as 3.5%.
- The table below shows merit pool percentages from other park districts in our WDSRA group, along with several other neighboring agencies. Districts reporting TBD have a May-April Fiscal Year therefore their merit pool information is not yet available. We will update the table for the next board meeting with any new information that becomes available.

2026 Merit Increases by District

DISTRICT	%
Addison	3%
Bartlett	
Bloomington	4%
Bolingbrook	3%
Elmhurst	4%
Fox Valley	4%
Glendale Heights	TBD
Glen Ellyn	
Hanover Park	TBD
Itasca	4%
Lisle	4%
Lombard	3.50%
Naperville	4%
Oak Park	4%
Roselle	
Streamwood	TBD
Warrenville	4%
WDSRA	
West Chicago	TBD
Wheaton	4%
Winfield	5%
Woodridge	3.50%

Supporting information

Our merit pool since 2019

2019	3%
2020	3%
2021	1%
2022	3%
2023	5%
2024	5%
2025	4%

To: Board of Commissioners

From: Sue Rini, Executive Director

Date: September 22, 2025

Discussion: Outstanding Debt Options - Next Steps **Agenda Item #: 7A**

Tonight, the Board held a Public Hearing for the potential issuance of not to exceed \$3,000,000 in General Obligation Limited Tax Bonds. This action grants the District authority to issue part or all of that amount within the next 3 years; there is no obligation to issue any new money with this action.

The Board has indicated that the decision to issue new money may be contingent on repair costs to the Coral Cove Water Park leak, the damage to the electric service for the Pool Office/Lobby/Locker Room area, and Simkus Center Gym Floor, and whether any of those costs will be covered by insurance.

Andy Arndt from Meristem Advisors will be at the meeting to provide an update to bond rates and its impact on refinancing.

Costs incurred or estimated to date for leak include:

Cost \$	Service
38,636	Emergency Repair to Electric
5,000	American Leak Repair – Phase I Pool Leak Assessment (est.)
12,800	Stuckey – Excavation/Repair/Concrete (quote)
56,436	TOTAL YEAR TO DATE

Option 1 – Refinance for Savings Only – Total Issuance approximately \$10,000,000:

If the Board votes to refinance the 2016 Bonds for an estimated \$875,000 savings but not issue any new money, the costs/fees are estimated below, and residents will see an estimated \$6 drop in their taxes to the District:

Service/Fee	Estimated Amount	Notes
Rating:	\$ 10,000-20,000	Provides credit rating to District
Bond Counsel	\$ 42,000	Provides legal proceedings & opinion
Disclosure Counsel:	\$ 10,000-20,000	Drafts offering document/Due Diligence
Municipal Advisor	\$ 30,000	Leads Financing Team and strategy
Underwriter	\$ 40,000-70,000	Coordinates bond sale & closing
Estimated Total	\$137,000-177,000	

Option 2 – Refinance plus \$3MM New Money – Total Issuance approximately \$14,500,000:

If the Board votes to refinance the 2016 Bonds and issue \$3 million of new money through new limited bonds, with no material change in their taxes to the District and the costs/fees are estimated at:

Service/Fee	Estimated Amount	Notes
Rating:	\$ 15,000-30,000	Provides credit rating to District
Bond Counsel	\$ 60,000	Provides legal proceedings & opinion
Disclosure Counsel:	\$ 15,000-30,000	Drafts offering document/Due Diligence
Municipal Advisor	\$ 49,500	Leads Financing Team and strategy
Underwriter	\$ 60,000-95,000	Coordinates bond sale & closing
Estimated Total	\$199,500-264,500	

Option 3 – Refinance, New Money & Restructure - Total Issuance approximately \$20,000,000:

If the Board votes to refinance the 2016 Bonds, issue \$3 million of new money and restructure voter-approved debt for the next 5 years, residents will see an estimated \$70 drop in their taxes to the District with an additional 2 years added to the retirement of the voter-approved bonds and the costs/fees are estimated at:

Service/Fee	Estimated Amount	Notes
Rating:	\$ 20,000-40,000	Provides credit rating to District
Bond Counsel	\$ 75,000	Provides legal proceedings & opinion
Disclosure Counsel:	\$ 20,000-40,000	Drafts offering document/Due Diligence
Municipal Advisor	\$ 60,000	Leads Financing Team and strategy
Underwriter	\$ 80,000-140,000	Coordinates bond sale & closing
Estimated Total	\$255,000-355,000	

NOTES:

- *Meristem Advisors Fees are \$3/1,000 in Bonds issued; a \$10,000,000 issue comes with a \$30,000 fee.*
- *Underwriter/Broker Fees are estimated based at \$4-7 per \$1,000 of par amount.*
- *Bond Insurance will only be utilized if the fee provides a reduction in the interest cost that is beneficial to the District.*
- *If the Board chooses to refinance for savings now and then issue new money at a separate time, the District would incur the fees in both Option 1 and all or a portion of the fees in Option 2.*

To: Board of Commissioners
From: Shane Hamilton, Director of Parks & Facilities
Date: September 2, 2025
Discussion: Simkus and CCWP Facility Update **Agenda Item #: 7B**

Below is an update on what we have learned and facility repair plans. Staff will provide any additional information at the upcoming meeting if it is available.

- American Leak Detection has identified the location of what they are describing as a major leak in an underground pipe that brings water to the Dive Pool (and subsequently the slide pool) from the remote pump room. We are in contact with contractors to obtain pricing to make the repair, and keeping our insurance provider updated. We also have a small leak in the light located on the wall of the slide pool, which we will also have repaired at this time. We believe the repair can be accomplished in two to three weeks unless it requires public bidding.
- We plan to have the leak expert conduct similar testing in the gym and for the down spouts that are located outside the gym and slide pool.
- We are gathering professional opinions on whether the gym floor can be saved, as well as pricing for partial replacement, or full tear out and replacement. This will make a difference on how we remove all/part of the floor for the next step of this investigation.
- Emergency repair to the electric service to the pool lobby/locker rooms/pool office area has begun and will be completed the week of September 15.
- Staff continue to track lost revenue. Programming is being relocated through next spring and 2026 budget will reflect the same.
- The Village does require permits for some of this work; all permits have been secured.

To: Board of Commissioners
From: Sue Rini, Executive Director
Date: September 22, 2025
Discussion: Kailasha Development Lease – Jan Smith Park

Agenda Item #: 7C

Kailasha Developer's plans for the townhomes on the former Hahn property received a number of recommendations for change during a preliminary courtesy review meeting with the Village of Carol Stream Board of Trustees. It has resulted in Kailasha having to go back to the drawing board. It has also resulted in Kailasha changing the improvements they are offering the Park District in exchange for use of Jan Smith Park for their stormwater retention.

Staff will give an oral report to the board on the Kailasha development.

To: Board of Commissioners

From: Shane Hamilton, Director of Parks & Facilities

Date: September 22, 2025

Discussion: Native Areas Maintenance

Agenda Item #: 7D

Over the course of the last four budget cycles, the Board of Commissioners has made a commitment to beautifying the District's natural/native areas through the dedication of funding our Native Area Master Plan. The financial commitment has increased annually with \$30,000 being dedicated in 2025. Staff admittedly still has work to do, but when you combine the commitment the Board of Commissioners has made with Parks staff dedicating in-house labor, huge positive strides are being made.

Below are pictures and comments from our hired contractor, Bedrock Earthscapes, showing some of the work we are doing at each site. Staff receives these reports a few times per year and, as we get them, we will share them.

Carolshire Park

Carolshire bio swale is looking better at the west end, still mostly weeds at the east end. Treated for weeds.



Veterans Park

Veterans bridge water edges are showing some kill from previous visits. Spot treated again.



FVRC

Fountain View Recreation Center (around building) is in great shape with less Canada Thistle and more color near the employee parking end than last year.



Hampe Park

Hampe Park has come along; not so much tall Ragweed and more Goldenrod. Treated woody plants and tall Ragweed.



Jan Smith

Jan Smith lowland has multiple types of native grass, some Milkweed. Woodies mostly eliminated



Bierman & Kent Parks

Pond perimeters have random mixes of plants somewhat weedy and woody. Recent woody cutting on the east side looked great. The entire perimeter was treated for woodies, Phragmites, Cattails, and other broadleaf weeds.



Slepicka Park

Slepicka Park has a nice looking woodland mix showing off. The outer sections along West Lies Road is cleaning up of woodies turning grass. Tall Ragweed and Phragmites were main treatment targets. The basin and open woodland patch of Phragmites are now controlled/gone.



Jirsa Park

Treated for Cattails and Phragmites around the open water. We were able to kill back to the water in several areas. Probably one more year to get all the way around killed off. Woody plants around the outer perimeter were also treated. Jirsa Park native area has cleaned up of some Teasel. Fall grasses and boneset are present.



Tedrahn Park

Tedhran Pond perimeter was a random mix of Goldenrods and some Milkweed. Ragweed and Cattails treated.



Evergreen Park

The low north wetland is looking much better than two years ago. One small patch of remaining Willows was treated. Good grasses and forbs have filled in on all banks but where it's still being mowed. The entire perimeter was treated for broadleaf weeds. The west bank of the north pond was also treated for reed Canary Grass, Cattails, and woodies.



The southwest side of the south pond is still being mowed (left photo). In the right photo, you can see the difference between the west bank being mowed and how the east banks have recovered into dense native growth over the last few years with ongoing care and maintenance.



Fair Oaks West Basin

Tall and overtaking weeds were treated. If anything, Goldenrod will take over. Dumping was spotted along NW edge of basin.



McCaslin/Coyote Crossing

McCaslin Park basin is cleaning up drastically this season. Phragmites and Cattails along the water edge were treated, as well as woody plants and broadleaf weeds on the banks. The swale in front of Coyote Crossing was treated for buckthorn, Reed Canary Grass, Cattails, and Phragmites. We treated the west corner of the entry drive along North Avenue for Phragmites too.



Bark Park Garage

Bark Park is a diverse mix of good looking natives. The basin along garage had remaining Cattails treated. The small native patch by the building parking lot has recovered well. Some woodies and Teasel were treated.



To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: September 22, 2025
Approval: Policy Guidelines for Youth Recreational
Organizations Updated

Agenda Item # 8A

Issue:

Should the Board make a motion to approve the updated Policy for Youth Sport Affiliates.

Background/Reasoning

The Policy Guidelines for Youth Recreation Organizations were last updated on September 23, 2013. The proposed revisions primarily provide clarification for new groups seeking affiliate status with the Park District and incorporate the specific criteria required by PDRMA for all Park District affiliate agreements.

Major changes are listed below:

- Updated Policy Manual title and content to be specific to affiliate organizations only.
- Affiliate programs should be supplemental to Park District offerings and should not be in direct competition with in-house offerings.
- Affiliate programs should provide a comprehensive offering across all age groups and genders.
- No conditional approval status will be granted and the Park District does not sponsor teams.
- Specific direction on the application process for Affiliate Status and clarification that the Park District only has one affiliate organization per sport/activity.
- Applications for new affiliates will only be accepted if there is an opening, and the Park District wishes to replace an open affiliate spot.
- No affiliate group shall be granted exclusive use of any Park District field or facility.
- Updated and reorganized the sections related to requirements for approval and ongoing obligations to maintain affiliate status to match the current requirements from PDRMA for all affiliate agreements.

Supporting Documents:

Policy for Youth Sport Affiliates – clean updated version (no mark-up).

Policy for Youth Sport Affiliates – redlined version with changes shown.

Cost

N/A

Public/Customer Impact

Provide updated guidelines for affiliate organizations.

Recommendation (Voice Vote)

That the Board make a motion to approve the updated Policy for Youth Sport Affiliates.



Policy for Youth Sports Affiliates

Amended December 10, 2007
Amended September 23, 2013
Amended September 22, 2025

Carol Stream Park District
Policy for Youth Sports Affiliates

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Carol Stream Park District
Policy for Youth Sports Affiliates

Purpose Statement

- I. Carol Stream Park District policy that establishes guidelines for affiliate organizations.
- II. These guidelines address/govern:
 - A. Priority usage of parks and facilities.
 - 1. Park District programs; in-house, rentals, and other operations that support Park District business, take precedence.
 - 2. WDSRA
 - 3. Affiliates
 - B. The relationship and services each party delivers.
 - C. Conditions and application of user fees.
 - D. Establish an understanding of how the organization will conduct its services.
- III. Any program associated with the Carol Stream Park District must demonstrate value to the Park District community through activities conducted at and/or representing the Park District. Value to the community is judged on the following criteria:
 - A. The organization and/or program must be recreationally oriented.
 - B. The affiliate program should be supplemental to Park District offerings. Program offerings should not be in direct competition with in-house program offerings and programming should be meant to enhance opportunities.
 - C. The affiliate program should provide comprehensive offerings for all age groups and genders.
 - D. The activity must develop a sense of achievement and self-worth for its participants.
 - E. The activity should focus on the following: personal development, safety, fairness and equity, and having **FUN**.
 - F. The activity should create a positive and safe recreational sports environment for the children in our community. An environment that aligns children, parents, volunteers, officials, staff, and board members in a manner that is fair, consistent, and best meets the emotional and physical needs of all children, and lastly builds a culture where winning is not defined by the outcome of competition but by the individual accomplishments of all children.

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Policy for Youth Sports Affiliates

Affiliate Organizations

Overview

- A. In general, affiliate organizations are independent groups providing youth recreational activities and services that are supplemental to Park District offerings. Program offerings should not be in direct competition with in-house program offerings and programming should be meant to enhance opportunities. These organizations provide their own leadership, structure, financing and delegate operational duties to their members. These organizations must apply with the Carol Stream Park District for affiliate status. At least 51% of participants per team or division must reside within the boundaries of the Carol Stream Park District. All volunteer governing board members must live within the Park District boundaries.
 - No divisions over the age of 18.
- B. Only one affiliate organization per sport will be allowed.
- C. The Carol Stream Park District reserves the right to approve or deny any affiliation application. No conditional approval status will be granted. The Carol Stream Park District does not sponsor teams for any purpose. Completion of the application checklist does not constitute acceptance as an affiliate; rather it is the minimum requirement to be considered as an affiliate applicant. The Park District in its sole discretion to determine if an affiliate is needed.
- D. The Director of Recreation will review the application, and make a recommendation to the Park Board.
- E. Each organization's affiliate status will be reviewed on an annual basis by Park District staff and may be subject to ongoing Park Board approval.

Application Process for Affiliate Status

- A. Application to be an affiliate organization will be made to the Director of Recreation in writing. Applications will only be reviewed if Carol Stream Park District has a need for an affiliate.
- B. To be eligible for affiliation, at least 51% of participants per team or division and all board members/officers must reside within the boundaries of the Carol Stream Park District. Participants that reside outside of the CSPD boundaries but

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Policy for Youth Sports Affiliates

are within the boundaries of Community Consolidated School District 93 (**CCSD93**) and Benjamin School District 25 (**BSD25**) will be counted as residents.

- C. The minimum required checklist to apply for consideration includes:
1. Name of group/organization.
 2. Written Constitution and By-Laws of the organization, with specific procedures for conducting open elections of organization officers; including dates, length of terms, positions, and responsibilities. By-laws must specifically address term limits, and any changes to the by-laws regarding election procedures or term limits must be approved by a majority vote of the membership.
 3. Statement of purpose, description of activities, and outline of plans and demonstration of safety practices during practices, games, and other functions.
 4. The affiliate program has to offer full and complete offerings across both genders and all age groups. Affiliate groups must coordinate with the Carol Stream Park District to determine program size before enrollment begins. Due to space limitations at fields and facilities, affiliate programs must adhere to a maximum number of teams or participants as established by the Park District. Affiliate programs cannot allow unlimited enrollment.
 5. A list of officers and participants, including addresses and telephone numbers.
 6. The affiliate organization's fiscal year.
 7. A proposed annual budget.
 8. If an existing organization, a financial statement and audit for the most current year.
 9. A proposed list of annual or seasonal services desired of the Park District including a timeline.
 10. Articles of incorporation or other means, which provide satisfactory evidence of non-profit status.
 11. A list of board meetings scheduled for the current calendar year.
 12. Provisions for board members and coaches to become certified.
 13. Provisions for the utilization of Code of Conduct for board members, coaches, players, and parents.
 14. Certificate of Liability Insurance naming the Carol Stream Park District as "additional insured" for at least \$1 million.
 15. Provisions to conduct criminal background checks on board members, coaches, and all other persons working directly with the children.
 16. Written assurance that the organization will abide by all applicable State/Federal laws including Child Labor Law.

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Policy for Youth Sports Affiliates

- D. Upon receipt and review of all necessary materials, if approved, Carol Stream Park District staff may grant affiliate Status for up to twelve (12) months. No conditional approval status will be given. Applications will only be reviewed if there is an affiliate vacancy at the time of submittal. The Carol Stream Park District will only have one current affiliate per sport.

Affiliate Benefits

- A. The following benefits are provided as part of the affiliate fee.
1. The use of safe and playable Carol Stream Park District sports facilities and/or fields for practices and games. Field/facility timeslots are determined by Carol Stream Park District availability (on a seasonal basis). The Carol Stream Park District will only schedule affiliate group usage at facilities within the Park District's normal scope of operations. Requests outside of the Park District normal scope of operations will be considered on an individual basis without guarantee.
 2. Standard field maintenance and grooming in accordance with Carol Stream Park District standards.
 3. Athletic field lining compound for game fields only; any other field linings as determined by Park District.
 4. The use of applicable Carol Stream Park District equipment as approved by Carol Stream Park District staff.
 5. The use of flush toilets and portable restrooms that are at applicable park locations.
 12. Opportunity to utilize staff expertise and other specific in-kind services.
 13. Affiliate groups receive a 20% discount off standard tournament rental rates. The number of tournaments will be subject to Carol Stream Park District approval.
- B. Affiliate organizations may realize the following benefits at the standard rates.
1. Maintenance services other than general field/facility upkeep must be paid for on a separate per occurrence basis. The direct costs will determine the amount to be paid to the Park District prior to the approved scheduled event.
 2. Field lights; if a fee is incurred.

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Policy for Youth Sports Affiliates

Requirements for approval and ongoing obligations to maintain Affiliate Status:

I. Criteria and Conditions

1. The affiliate shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The affiliate shall conduct its own financial business and be financially self-supporting. Affiliate shall not be underwritten by Park District public funds.
3. The affiliate 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, and are not in direct competition to Park District in-house programs.
 - b. At least 51% of each team or division of the affiliate 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**) and Benjamin School District 25 (**BSD25**) will be counted as residents.
 - c. Provide an annual detailed budget to the Park District to show all anticipated revenue and expenditures, and
 - d. 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 affiliate's fiscal year that include current financial standings, including operation revenues, expenditures, and financial reserves.
 - e. Must provide the Park District with a copy of the organization's by laws annually.
4. The affiliate must submit a written request to the Park District seeking approval to enter large sponsorship agreements with potential third-party partners. The Park District must approve all potential large sponsor partners prior to the execution of a sponsorship agreement. Large sponsorships include anything at or above \$1,000. 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.

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- a. Provide a list of all sponsors and total sponsorship amount seasonally to the Park District.
5. The affiliate 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 affiliate shall provide a list of officers and participants, including addresses and telephone numbers following affiliate'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 affiliate 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 field and facility assignments. One of the liaisons must be the league President. A Park District staff member will be assigned as the affiliate liaison and point of contact.
9. The affiliate agrees and understands that neither the affiliate nor its officials, officers, members, employees or volunteers (collectively "affiliate") 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 affiliate 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 affiliate activity will be the affiliate's sole responsibility and not that of the Park District. Also, it is understood that the affiliate 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 affiliate will be solely responsible for its own actions. The Park District will in no way defend the affiliate in matters of liability.
10. The affiliate 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 affiliate shall not represent itself or members of the affiliate as employees, volunteers, or agents of the Park District.
12. The affiliate or members of the affiliate will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.

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13. All fees, charges, monies, and expenditures shall be handled by the affiliate 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 affiliate. Affiliate shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
15. The affiliate 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 affiliate activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
16. Activities, programs, and events sponsored by affiliate 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 affiliate 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 of age or handle cash. The affiliate is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. The affiliate may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, affiliate will be invoiced for the cost of completing the background check.
18. The affiliate agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The affiliate understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any affiliate 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 affiliate 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 affiliate shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without

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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. Affiliate 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/Field Use

1. Requests shall be made in writing at least two months in advance, prior to season, to insure field availability for the upcoming season based on anticipated number of teams and field sizes anticipated. Park District programs; in-house, rentals, and other operations that support Park District business, 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, meetings, et al.
 - b. Field and sizes desired.
 - c. Days and times.
 - d. CSPD fields are multi-use and field space is limited. Enrollment and usage needs must be discussed and approved prior to season.
 - e. If affiliate's usage is larger than the Park District resources available; affiliate must seek space elsewhere at no reduction in the current affiliate fee.
2. 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 (practices and games) for the season must be submitted at least two weeks prior to the first day of intended use.
 - b. Any requested space outside of normal scheduled timeslots are available upon request and availability.
3. 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.
4. The Park District reserves the right to schedule any and all game fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other uncontrollable conditions.

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- a. No affiliate group shall be granted exclusive use of any Park District field or facility.
5. It is the sole responsibility of the affiliate to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
 - a. Park District will offer training to affiliate on proper field conditions.
 - b. An alternate field space will be provided if available or the Park District will work with affiliate on rescheduling.
6. The affiliate shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.
7. In order to coordinate scheduling and staffing needs of all space, affiliate must request the use of space through the CSPD staff.
 - a. Space specifics will be determined and coordinated with each affiliate through Carol Stream Park District staff.
8. The affiliate is solely responsible for providing supervision and security services, as needed, for any and all affiliate activities.
9. The Park District does not assume any responsibility, care, custody, or control of any affiliate property or equipment brought upon or stored upon Park District property. The affiliate is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
10. The affiliate shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
11. The use of Park District meeting rooms is based on availability. The Park District retains the right to move, cancel and/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, tournaments, etc.) require approval and 30 days advance notice.
 - b. 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 if available at no cost to affiliate.

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- c. Should affiliate wish to use space when the facility is closed, they will need to pay all applicable fees and charges.
- 12. Park District will provide the safe athletic field and/or facility space for practice and games at Park District property as well as school district property upon approval of the school district for the preapproved usage needs.
- 13. Practice space will be provided at:
 - a. CSPD determined locations and times during affiliate season.
- 14. Game Space will be provided at:
 - b. CSPD determined locations and times during affiliate season.
- 15. Affiliate shall be responsible for damages to fields used when deemed NOT playable by the Park District.
 - a. Affiliate shall be responsible for damage to fields, 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, affiliate will be invoiced.
- 16. The use of portable lights on Park District fields requires Park District and Village of Carol Stream approval and must be requested in writing no less than 60 days prior to the intended use; if applicable.

III. Rental/Usage Fee

- C. Affiliate will pay to the Park District an annual usage fee per player for expenses directly incurred for the affiliate's use of fields, facilities, and equipment. Changes in fees will be determined by the Park District staff based on costs associated with providing services to affiliate. The per player fee will be determined each season and will increase annually. 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.

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- c. Capital purchases, capital improvements, or capital repairs requested by the affiliate.
 - d. Processing criminal background checks.
 - e. Damage to fields, facilities, or equipment.
 - f. Additional projects, such as camps, clinics and tournaments.
 - g. Affiliate will be provided playable fields for tournaments at a discounted rate.
- D. Affiliate 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.
- E. Affiliate will be invoiced for the following:
 - a. Seasonal affiliate fee.
 - b. 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 Glenbard North High School and Evergreen Elementary School facilities including games and practices during the off season.
 - b. Tournaments.
- F. If any invoice received by affiliate is not paid within 30 days of the date of the Park District invoice, affiliate may be placed on probation and future Park District services, as outlined in this agreement, may not be rendered.

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IV. Advertisement

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

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

V. Insurance and Indemnification

The affiliate 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 affiliate activities:

1. Commercial General and Umbrella Liability Insurance

Affiliate 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 insurance and shall not contribute with it.

The CGL policy must include individuals for athletic participation.

2. Business Auto and Umbrella Liability Insurance

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If applicable, the affiliate 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 affiliate 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 affiliate 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 affiliate'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 affiliate 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

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Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of affiliate's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting the affiliate 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 affiliate 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 affiliate 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 affiliate 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 affiliate 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

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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 affiliate or any of affiliate'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 affiliate 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 affiliate's breach of any of its obligations under, or affiliate default of, any provision of this agreement. This responsibility will survive the termination of this agreement.

VI. Other

1. Affiliate is responsible for following the Park District's severe weather protocol – see attached policy and visit <https://www.csparks.org/about-us/> Lightning Detection tab.
2. Specific affiliate safety protocol will be followed and inserted here.
3. Affiliate 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.

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VIII. Probation, Dissolution

- A. If affiliate fails to meet the conditions and/or criteria set forth in the agreement as determined by CSPD staff, affiliate may be placed on probation or the relationship with the CSPD may be dissolved or revoked.
 - 1. If affiliate is placed on probation, they will be notified of the reason by registered mail. Affiliate will have ninety (90) days from the written date of notification to make the necessary correction(s). If affiliate makes the necessary correction(s), affiliate will be removed from probation. If affiliate does not make the necessary correction(s), affiliate will remain on probation and be in jeopardy of losing its affiliate status.
 - 2. If CSPD decides to revoke the status of affiliate, a written report outlining the reason(s) will be sent to affiliate by registered mail. This action will not become effective for a minimum of thirty (30) days, or another period of time that may be specified, from the written date of notification, during which time the affiliate organization may make the necessary corrections to the CSPD's satisfaction.
- B. If affiliate, for any reason, ceases to exist as a not-for-profit organization, all funds, supplies and equipment shall be deeded to the CSPD.

IX. Termination and Duration

- a. The initial term of this Agreement shall commence on the date hereof and end on one year from approval date. The agreement will be renewed on annual basis for a period of one year providing that affiliate is in good standing with the Park District.
- b. An affiliate relationship should be built on mutual benefit, respect and cooperation. 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 affiliate 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 affiliate has breached any of its obligations under this Agreement, or for the inability to cooperate in a mutually beneficial partnership.

Affiliate may terminate this agreement by providing a minimum of 45 days written notice within the completion of the current season.

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- c. The affiliate 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 affiliate 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.



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Amended December 10, 2007
Amended September 23, 2013
Amended September 22, 2025

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Policy Guidelines for Youth Recreational Organizations

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Carol Stream Park District
Policy Guidelines for Youth Recreational Organizations

Purpose Statement

- I. ~~The~~ Carol Stream Park District ~~recognizes the need for a~~ policy that establishes guidelines for ~~in-house,~~ affiliate ~~and independent~~ organizations.
- II. These guidelines address/govern:
 - A. Priority usage of parks and facilities.
 1. Park District programs; in-house, rentals, and other operations that support Park District business, take precedence.
 2. ~~Park District /~~ WDSRA
 3. Affiliates
 4. ~~Independent Organizations / Rentals / WDSRA Affiliates~~
 - B. The relationship and services each party delivers.
 - C. Conditions and application of user fees.
 - D. Establish an understanding of how the organization will conduct its services.
- III. Any program associated with the Carol Stream Park District must demonstrate value to the Park District community through activities conducted at and/or representing the Park District. Value to the community is judged on the following criteria:
 - A. The organization and/or program must be recreationally oriented.
 - B. The affiliate program should be supplemental to Park District offerings. Program offerings should not be in direct competition with in-house program offerings and programming should be meant to enhance opportunities.
 - C. The affiliate program should provide comprehensive offerings for all age groups and genders.
 - D. The activity must develop a sense of achievement and self-worth for its participants.
 - E. The activity should focus on the following: personal development, safety, fairness and equity, and having **FUN**.
 - F. The activity should create a positive and safe recreational sports environment for the children in our community. An environment that aligns children, parents, volunteers, officials, staff, and board members in a manner that is fair, consistent, and best meets the emotional and

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physical needs of all children, and lastly builds a culture where winning is not defined by the outcome of competition but by the individual ~~needs~~ **accomplishments** of all children.

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~~In-House Programs~~

Overview

- A. ~~In-house programs must fit within the stated mission of the Carol Stream Park District.~~
- B. ~~In-house programs will be funded solely from Carol Stream Park District funds (program fees, tax dollars, donations, fundraising, etc.). All monies collected immediately become public funds, subject to all applicable laws of the State of Illinois.~~
- C. ~~For In-house programs, the Carol Stream Park District has created the following volunteer structure:~~
 - 1. ~~Sports Planning Committees, as needed.~~
 - ~~Planning committees provide a support role in planning and implementing each season. Planning committees are formed based on need determined by the~~
 - ~~Recreation Department staff.~~
 - 2. ~~Coaches and Managers~~
 - ~~Volunteering is a privilege, not a right. Applying to coach does not guarantee a person will be able to coach. The applicant must be in good standing and have a clean background check. The Carol Stream Park District reserves the right to deny applicants. The Carol Stream Park District will screen, place and evaluate volunteers on a seasonal basis.~~
- D. ~~Priority status for any and all fields and facilities is as follows:~~
 - 1. ~~Park District programs; in-house, rentals, and other operations that support Park District business, take precedence.~~
 - ~~Park District / WDSRA~~
 - 2. ~~Affiliates~~
 - 3. ~~Independent Organizations / Rentals / WDSRA Affiliates~~

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Affiliate Organizations

Overview

- A. In general, affiliate organizations are independent groups providing youth recreational activities and services ~~that are supplemental to Park District offerings. Program offerings should not be in direct competition with in-house program offerings and programming should be meant to enhance opportunities.~~ These organizations provide their own leadership, structure, financing and delegate operational duties to their members. ~~These organizations voluntarily choose to be affiliated with the Carol Stream Park District for the mutual benefit of providing quality recreational programs and services to their participants, These organizations must apply with the Carol Stream Park District for affiliate status. At least 51% of participants per team or division must reside within the boundaries of the Carol Stream Park District. All volunteer governing board members must live within the Park District boundaries.~~
 - 1. ~~Adult divisions (18 and older) of affiliate youth groups shall be addressed as independent organizations. No divisions over the age of 18.~~
- B. Only one affiliate organization per sport will be allowed.
- C. The Carol Stream Park District reserves the right to approve or deny any affiliation application. ~~No conditional approval status will be granted. The Carol Stream Park District does not sponsor teams for any purpose. Completion of the application checklist does not constitute acceptance as an affiliate; rather it is the minimum requirement to be considered as an affiliate applicant. The Park District in its sole discretion to determine if an affiliate is needed.~~
- D. The Director of Recreation will review the application, and make a recommendation to the Park Board.
- E. Each organization's affiliate status will be reviewed on an annual basis by Park District staff and may be subject to ongoing Park Board approval.
- F. ~~The Carol Stream Park District will host affiliate organization meetings on an as-needed basis.~~

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~~G. Priority status for any and all fields and facilities is as follows:~~

- ~~1. Park District / WDSRA~~
- ~~2. Affiliates~~
- ~~3. Independent Organizations / Rentals / WDSRA Affiliates~~

Application Process for ~~and Criteria for Maintaining~~ Affiliate Status

- A. Application to be an affiliate organization will be made to the Director of Recreation in writing. Applications will only be reviewed if Carol Stream Park District has a need for an affiliate.
- B. To be eligible for affiliation, at least 51% of participants per team or division and all board members/officers must reside within the boundaries of the Carol Stream Park District. Participants that reside outside of the CSPD boundaries but are within the boundaries of Community Consolidated School District 93 (**CCSD93**) and Benjamin School District 25 (**BSD25**) will be counted as residents.
- ~~C.~~ The minimum required checklist to apply for consideration includes:
~~Applications require the following information:~~
 1. Name of group/organization.
 2. Written Constitution and By-Laws of the organization, with specific procedures for conducting open elections of organization officers; including dates, length of terms, positions, and responsibilities. By-laws must specifically address term limits, and any changes to the by-laws regarding election procedures or term limits must be approved by a majority vote of the membership.
 3. Statement of purpose, description of activities, and outline of plans and demonstration of safety practices during practices, games, and other functions.
 4. The affiliate program has to offer full and complete offerings across both genders and all age groups. Affiliate groups must coordinate with the Carol Stream Park District to determine program size before enrollment begins. Due to space limitations at fields and facilities, affiliate programs must adhere to a maximum number of teams or participants as established by the Park District. Affiliate programs cannot allow unlimited enrollment.
 5. A list of officers and participants, including addresses and telephone numbers.
 6. The affiliate organization's fiscal year.

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7. A proposed annual budget.
 8. If an existing organization, a financial statement and audit for the most current year.
 9. A proposed list of annual or seasonal services desired of the Park District including a timeline.
 10. Articles of incorporation or other means, which provide satisfactory evidence of non-profit status.
 11. A list of board meetings scheduled for the current calendar year.
 12. Provisions for board members and coaches to become certified.
 13. Provisions for the utilization of Code of Conduct for board members, coaches, players, and parents.
 14. Certificate of Liability Insurance naming the Carol Stream Park District as “additional insured” for at least \$1 million.
 15. Provisions to conduct criminal background checks on board members, coaches, and all other persons working directly with the children.
 16. Written assurance that the organization will abide by all applicable State/Federal laws including Child Labor Law.
- D. Upon receipt and review of all necessary materials, **if approved**, Carol Stream Park District staff may grant ~~Conditional~~ affiliate Status for **up to** twelve (12) months. **No conditional approval status will be given. Applications will only be reviewed if there is an affiliate vacancy at the time of submittal. The Carol Stream Park District will only have one current affiliate per sport.**

Affiliate Benefits

- A. The following benefits are provided as part of the affiliate fee.
1. The use of safe and playable **Carol Stream Park District** sports facilities **and/or fields for practices and games. Field/facility timeslots are determined by Carol Stream Park District availability (on a seasonal basis). The Carol Stream Park District will only schedule affiliate group usage at facilities within the Park District’s normal scope of operations. Requests outside of the Park District normal scope of operations will be considered on an individual basis without guarantee.**
 2. Standard field maintenance and grooming **in accordance with Carol Stream Park District standards. .**
 3. ~~All aspects of a healthy turf program including seed, topsoil, fertilizer, herbicide and aeration applications.~~

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- ~~4. Access to state of art facilities such as synthetic turf fields at McCaslin Park or the gymnasium at Fountain View Recreation Center, as well as the synthetic turf at Weber Field as a result of a cooperative agreement Carol Stream Park District has with Glenbard District 87.~~
 - ~~5. Man hours to accomplish the items listed above.~~
 6. Athletic field lining compound for game fields only; any other field linings as determined by Park District.
 7. The use of applicable Carol Stream Park District equipment as approved by Carol Stream Park District staff.
 8. The use of flush toilets and portable restrooms that are at applicable park locations.
 - ~~9. Portable toilets placed on Park District property.~~
 - ~~10. The use of Carol Stream Park District facilities for monthly affiliate organizational meetings, equipment handout days, and special registrations.~~
 - ~~11. Standard program information in the Carol Stream Park District brochure.~~
 - ~~12. Standard program information on the Carol Stream Park District web site including a direct link to the affiliate organization's web site.~~
 - ~~13. Standard organizational information on Carol Stream Park District bulletin board space as requested and approved by Carol Stream Park District staff.~~
 - ~~14. Standard organizational information on the Carol Stream Park District outdoor marquee as requested and approved by Carol Stream Park District staff.~~
 15. Opportunity to utilize staff expertise and other specific in-kind services.
 16. Affiliate groups receive a 20% discount off standard tournament rental rates. The number of tournaments will be subject to Carol Stream Park District approval.
- B. Affiliate organizations may realize the following benefits at the standard rates.
- ~~1. Additional use of Park District facilities for individual team meetings, team parties, or indoor practice space rented on an individual basis.~~
 2. Maintenance services other than general field/facility upkeep must be paid for on a separate per occurrence basis. The direct costs will determine the amount to be paid to the Park District prior to the approved scheduled event.

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3. Field lights; if a fee is incurred.

- ~~C. The affiliate reimbursement fee does not include the following:~~
- ~~1. Portable toilets not scheduled for Park District properties.~~
 - ~~2. Services or supplies in excess of the standards previously established.~~
 - ~~3. Capital purchases, capital improvements, or capital repairs requested by the affiliate.~~
 - ~~4. Processing criminal background checks.~~
 - ~~5. Damage to fields, facilities, or equipment.~~
 - ~~6. Additional projects, such as camps, clinics and tournaments.~~

***Requirements for approval and ongoing obligations to maintain Affiliate Status:
General Guidelines***

- ~~A. The affiliate organizations 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~~
- ~~B. A Park District staff member will be assigned as the affiliate liaison.~~

I. Criteria and Conditions

1. The affiliate shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The affiliate shall conduct its own financial business and be financially self-supporting. Affiliate shall not be underwritten by Park District public funds.
3. The affiliate 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, **and are not in direct competition to Park District in-house programs.**
 - b. At least 51% of each team or division of the affiliate must be residents within the Park District boundaries. Participants that reside outside of the CSPD boundaries but are within the boundaries of Community

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Consolidated School District 93 (**CCSD93**) and Benjamin School District 25 (**BSD25**) will be counted as residents.

- c. Provide an annual detailed budget to the Park District to show all anticipated revenue and expenditures, and
 - d. 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 affiliate's fiscal year that include current financial standings, including operation revenues, expenditures, and financial reserves.
 - e. Must provide the Park District with a copy of the organization's by laws annually.
- 4. The affiliate must submit a written request to the Park District seeking approval to enter large sponsorship agreements with potential third-party partners. The Park District must approve all potential large sponsor partners prior to the execution of a sponsorship agreement. Large sponsorships include anything at or above \$1,000. 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.
 - a. Provide a list of all sponsors and total sponsorship amount seasonally to the Park District.
- 5. The affiliate 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 affiliate shall provide a list of officers and participants, including addresses and telephone numbers following affiliate'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 affiliate 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 field and facility assignments. One of

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the liaisons must be the league President. **A Park District staff member will be assigned as the affiliate liaison and point of contact.**

9. The affiliate agrees and understands that neither the affiliate nor its officials, officers, members, employees or volunteers (collectively “affiliate”) 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 affiliate 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 affiliate activity will be the affiliate’s sole responsibility and not ~~that of the Park District the Park District’s~~. Also, it is understood that the affiliate 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 affiliate will be solely responsible for its own actions. The Park District will in no way defend the affiliate in matters of liability.
10. The affiliate 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 affiliate shall not represent itself or members of the affiliate as employees, volunteers, or agents of the Park District.
12. The affiliate or members of the affiliate 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 affiliate 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 affiliate. Affiliate shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
15. The affiliate acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment

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and materials related to the affiliate activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.

16. Activities, programs, and events sponsored by affiliate 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 affiliate 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 of age or handle cash. The affiliate is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. The affiliate may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, affiliate will be invoiced for the cost of completing the background check.
18. The affiliate agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The affiliate understands and agrees that it **is** solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any affiliate 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 affiliate 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 affiliate 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.

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22. Affiliate 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/Field Use

1. Requests shall be made in writing at least two months in advance, prior to season, to insure field availability for the upcoming season based on anticipated number of teams and field sizes anticipated. Park District programs; in-house, rentals, and other operations that support Park District business, 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, meetings, et al.
 - b. Field and sizes desired.
 - c. Days and times.
 - d. CSPD fields are multi-use and field space is limited. Enrollment and usage needs must be discussed and approved prior to season.
 - e. If affiliate's usage is larger than the Park District resources available; affiliate must seek space elsewhere at no reduction in the current affiliate fee.
2. 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 (practices and games) for the season must be submitted at least two weeks prior to the first day of intended use.
 - b. Any requested space outside of normal scheduled timeslots are available upon request and availability.
3. 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.

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4. The Park District reserves the right to schedule any and all game fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other uncontrollable conditions.
 - a. No affiliate group shall be granted exclusive use of any Park District field or facility.
5. It is the sole responsibility of the affiliate to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
 - a. Park District will offer training to affiliate on proper field conditions.
 - b. An alternate field space will be provided if available or the Park District will work with affiliate on rescheduling.
6. The affiliate shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.
7. In order to coordinate scheduling and staffing needs of all space, affiliate must request the use of space through the CSPD staff.
 - a. Space specifics will be determined and coordinated with each affiliate through Carol Stream Park District staff.
8. The affiliate is solely responsible for providing supervision and security services, as needed, for any and all affiliate activities.
9. The Park District does not assume any responsibility, care, custody, or control of any affiliate property or equipment brought upon or stored upon Park District property. The affiliate is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
10. The affiliate shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
11. The use of Park District meeting rooms is based on availability. The Park District retains the right to move, cancel and/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, tournaments, etc.) require approval and 30 days advance notice.

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- b. 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 if available at no cost to affiliate.
 - c. Should affiliate wish to use space when the facility is closed, they will need to pay all applicable fees and charges.
- 12. Park District will provide the safe athletic field and/or facility space for practice and games at Park District property as well as school district property upon approval of the school district for the preapproved usage needs.
- 13. Practice space will be provided at:
 - a. CSPD determined locations and times during affiliate season.
- 14. Game Space will be provided at:
 - b. CSPD determined locations and times during affiliate season.
- 15. Affiliate shall be responsible for damages to fields used when deemed NOT playable by the Park District.
 - a. Affiliate shall be responsible for damage to fields, 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, affiliate will be invoiced.
- 16. The use of portable lights on Park District fields requires Park District and Village of Carol Stream approval and must be requested in writing no less than 60 days prior to the intended use; **if applicable**.

III. Rental/Usage Fee

- D. Affiliate will pay to the Park District an annual usage fee per player for expenses directly incurred for the affiliate's use of fields, facilities, and equipment. Changes in fees will be determined by the Park District staff

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based on costs associated with providing services to affiliate. The per player fee will be determined each season and will increase annually. 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 fields, facilities, or equipment.
 - f. Additional projects, such as camps, clinics and tournaments.
 - g. Affiliate will be provided playable fields for tournaments at a discounted rate.
- E. Affiliate 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.
- F. Affiliate will be invoiced for the following:
- a. Seasonal affiliate fee.
 - b. 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 Glenbard North High School and Evergreen **Elementary** School facilities including games and practices during the off season.

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b. Tournaments.

- G. If any invoice received by affiliate is not paid within 30 days of the date of the Park District invoice, affiliate 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 affiliate with space in their seasonal program guide and website to advertise standard program information. The affiliate is responsible for providing information for the advertisement, and the Park District will design the advertisement. A direct link to the affiliate website will also be included on the Park District website.

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

V. Insurance and Indemnification

The affiliate 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 affiliate activities:

1. Commercial General and Umbrella Liability Insurance

Affiliate 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

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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 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 affiliate 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 affiliate 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 affiliate 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 affiliate'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 affiliate shall furnish the Park District with a certificate(s) of insurance and applicable

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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 affiliate's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting the affiliate 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 affiliate 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 affiliate 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 affiliate 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 affiliate 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 affiliate or any of affiliate'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 affiliate 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 affiliate's breach of any of its obligations under, or affiliate default of, any provision of this agreement. This responsibility will survive the termination of this agreement.

VI. Other

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1. Affiliate is responsible for following the Park District's severe weather protocol –see attached policy and visit <https://www.csparks.org/about-us/> Lightning Detection tab.
2. Specific affiliate safety protocol will be followed and inserted here.
3. Affiliate 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. Probation, Dissolution

- A. If affiliate fails to meet the conditions and/or criteria set forth in the agreement as determined by CSPD staff, affiliate may be placed on probation or the relationship with the CSPD may be dissolved or revoked.
 1. If affiliate is placed on probation, they will be notified of the reason by registered mail. Affiliate will have ninety (90) days from the written date of notification to make the necessary correction(s). If affiliate makes the necessary correction(s), affiliate will be removed from probation. If affiliate does not make the necessary correction(s), affiliate will remain on probation and be in jeopardy of losing its affiliate status.
 2. If CSPD decides to revoke the status of affiliate, a written report outlining the reason(s) will be sent to affiliate by registered mail. This action will not become effective for a minimum of thirty (30) days, or another period of time that may be specified, from the written date of notification, during which time the affiliate organization may make the necessary corrections to the CSPD's satisfaction.
- B. If affiliate, for any reason, ceases to exist as a not-for-profit organization, all funds, supplies and equipment shall be deeded to the CSPD.

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IX. Termination and Duration

- a. The initial term of this Agreement shall commence on the date hereof and end on one year from approval date. The agreement will be renewed on annual basis for a period of one year providing that affiliate is in good standing with the Park District.
- b. **An affiliate relationship should be built on mutual benefit, respect and cooperation.** 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 affiliate 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 affiliate has breached any of its obligations under this Agreement, **or for the inability to cooperate in a mutually beneficial partnership.**

Affiliate may terminate this agreement by providing a minimum of 45 days written notice within the completion of the current season.

- c. The affiliate 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 affiliate 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.

~~C. The affiliate organizations must annually appoint one or two board members to be the official liaisons for all communication with the Park District including but not limited to field and facility assignments.~~

~~D. Affiliate organizations shall be responsible for their own financial business and be financially self-supporting. The affiliate organizations will not be underwritten by Carol Stream Park District public funds.~~

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- ~~E. All fund-raising activities must be done in full compliance of the laws governing such activities.~~
- ~~F. Affiliate organizations must offer and promote activities that supplement existing Park District programs and fit within the stated mission of the Carol Stream Park District.~~
- ~~G. Affiliate organizations shall abide by all Carol Stream Park District rules and regulations including, but not limited to, Patron Code of Conduct, no smoking, no alcohol, and no drugs on or in Park District grounds and facilities.~~
- ~~H. Activities sponsored by affiliate organizations shall not discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, political affiliation, or gender. The affiliate organizations agrees that it will not discriminate on the basis of disability and will comply with the Americans with Disabilities Act (ADA), as well as abide by all applicable State/Federal laws including Child Labor Laws.~~

Facility Usage Guidelines

- ~~A. The Carol Stream Park District reserves the right to schedule any and all game fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions.~~
- ~~B. Special events of an affiliate organizations to take place on Park District property (i.e. banquets, fund raising events, meets, pictures, road races, tournaments, etc.) require approval and 30 days advance notice.~~
- C. The use of portable lights on Park District fields requires Park District and Village of Carol Stream approval and must be requested in writing no less than 60 days prior to the intended use; **if applicable.**
- ~~D. Property Damage~~
 - ~~1. The affiliate organizations shall be responsible for damages to fields used when deemed NOT playable by the Carol Stream Park District.~~
 - ~~2. The affiliate organizations shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.~~
 - ~~3. The cost of the damages will be determined by the Park District. Once determined the affiliate will be invoiced.~~

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Affiliate Reimbursement Fee

- A. ~~The Carol Stream Park District will establish rates and schedules for the reimbursement fees. Each affiliate organizations will reimburse the Carol Stream Park District for expenses directly incurred for the affiliate's use of fields, facilities, and equipment. Changes in fees will be determined by Carol Stream Park District staff based on costs associated with providing services to affiliate organizations.~~

- B. ~~Affiliate organizations shall be assessed an additional non-resident fee for each affiliate participant who does not reside within the boundaries of the Carol Stream Park District. This fee shall be assessed once for every non-resident participant and for each individual playing season.~~
 - 1. ~~The additional fee for non-residents shall be 50% of the resident affiliate fee, not to exceed \$20, per participant, per playing season.~~
 - 2. ~~Affiliate organizations will provide the Park District with a roster of its participants. The roster will include first and last name of participant, as well as home address.~~

- C. ~~If the affiliate reimbursement fee is not paid within 30 days of the date of the Park District invoice, the affiliate organization may be placed on probation and future Park District services, as outlined in this agreement, may not be rendered.~~

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Maintenance of Affiliate Status

A. Affiliate Status

- 1. All newly accepted affiliate organization shall be granted Conditional Affiliate Status for a period of twelve (12) months to insure that the organization has achieved and upheld all criterions as set forth within these policy guidelines.***
- 2. Following the twelve (12) month period, the conditional affiliate will be granted Affiliate Status providing all requirements have been met annually.***

B. To maintain Conditional or Active Affiliate Status, affiliate organizations must provide the Carol Stream Park District with the following in addition to adhering to all items listed above:

1. Annually

- A list of services desired of the Park District including a timeline/calendar of events by January 1 of each year.***
- The names of the two board members who will serve as the liaisons to the Carol Stream Park District by January 1 of each year.***
 - One must be the president of the organization.***
- A schedule of board meetings, including a minimum of two membership meetings, by January 1 of each year.***
- A complete annual financial report, including an audit conducted and prepared by an independent Certified Public Accountant in accordance with generally accepted auditing standards by January 1 of each year.***
 - A review report and a compilation report are not acceptable forms of audit.***
- A list of all board members including addresses and telephone numbers must be submitted to the Carol Stream Park District following the organization's annual elections and when any change occurs.***
- Copies of the organizations meeting minutes must be submitted to the Carol Stream Park District no later than one month following any meeting.***
- Certificate of Liability Insurance naming the Carol Stream Park District as "additional insured" for at least \$1 million must be provided annually no later than two weeks from the expiration date of the current Certificate of Insurance.***

2. Seasonally

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- ~~Field and facility requests submitted in writing no less than three months before the start of the season of intended use. Requests must be specific and include but not limited to:~~
 - ~~A timeline/calendar of events showing proposed start and end dates for practices, games, special events, et al.~~
 - ~~Field or court locations and sizes,~~
 - ~~Days and times.~~
 - ~~Times must follow the time slots used by the Carol Stream Park District for the applicable sport. The specific sport time slots used by the Park District are available upon request.~~
- ~~Proposed schedules (practice and game) must be submitted at least two weeks prior to the first day of intended use.~~
- ~~Submission of all active rosters no less than two weeks before the start of the season of intended use.~~
 - ~~The roster must include first and last name of participant as well as home address.~~
 - ~~Rosters must indicate the players that are non-residents.~~
 - ~~At least 51% of participants per team must reside within the boundaries of the Carol Stream Park District.~~
- ~~Criminal Background Checks~~
 - ~~Provisions for background checks on board members, coaches, and all other persons working directly with children, and/or handling cash.~~
 - ~~The affiliate organizations may use the Park District or an agency of their choosing to process background checks.~~
 - ~~The affiliate organizations should follow Park District guidelines with regard to who is and is not eligible to volunteer.~~
- ~~Code of Conduct~~
 - ~~The affiliate organization must assure that administrators, coaches, parents, and players adhere to a Code of Conduct.~~
- ~~Remittance of all invoiced Park District services within 30 days of the date of the invoice.~~

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- ~~Affiliates will be invoiced for the following:~~
 - ~~Seasonal affiliate fee.~~
 - ~~Carol Stream Park District attendant required at sporting events. Events included but not limited to:~~
 - ~~Any use of school facilities including games and practices.~~
 - ~~Tournaments~~

Probation, Dissolution

- C. ~~If an affiliate organization fails to meet the conditions and/or criteria set forth in these policy guidelines as determined by Carol Stream Park District staff, the affiliate organization may be placed on probation or the relationship with the Carol Stream Park District may be dissolved or revoked.~~
 - 1. ~~If an affiliate organization is placed on probation, the affiliate organization will be notified of the reason by registered mail. The affiliate organization will have ninety (90) days from the written date of notification to make the necessary correction(s). If the affiliate organization makes the necessary correction(s), the affiliate organization will be removed from probation. If the affiliate organization does not make the necessary correction(s), the affiliate organization will remain on probation and be in jeopardy of losing its affiliate status.~~
 - 2. ~~If the Park District decides to revoke the status of an affiliate organization, a written report outlining the reason(s) will be sent to the affiliate organization by registered mail. This action will not become effective for a minimum of thirty (30) days, or another period of time that may be specified, from the written date of notification, during which time the affiliate organization may make the necessary corrections to the Carol Stream Park District's satisfaction.~~
- D. ~~If an affiliate organization, for any reason, ceases to exist as a not for-profit organization, all funds, supplies and equipment shall be deeded to the Carol Stream Park District.~~

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Independent Organizations

Overview

- A. ~~In general, independent organizations provide their own leadership, structure, and must delegate operational duties to their members. Each independent organization must conduct its own financial business and be financially self-supporting.~~
- B. ~~Independent organizations using Carol Stream Park District facilities or fields shall be required to pay rental fees and shall abide by all Carol Stream Park District rules and regulations.~~
- C. ~~Any and all services requested of the Carol Stream Park District will be approved or denied on an individual basis.~~
- D. ~~Priority status for any and all fields and facilities is as follows:~~
 - 1. ~~Park District/WDSRA~~
 - 2. ~~Affiliates~~
 - 3. ~~Independent Organizations/Rentals/WDSRA Affiliates~~
- E. ~~The Park District reserves the right to schedule any and all game fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions. These decisions shall be made in the best interest of the Park District and any and all decisions of the Park District shall be considered binding.~~
- F. ~~In the event that the Park District cancels activities due to weather or other conditions, remuneration shall consist of either rescheduling the activity or a refund of fees paid.~~
- G. ~~Independent organizations will request use of other public and private facilities on their own, and will be subject to any rental fees charged. Carol Stream Park District staff will not act as a “go-between”, nor will the Park District obtain space from these agencies for independent organizations.~~