



Board of Commissioners
Regular Business Meeting
910 N Gary Ave
Premier Room

January 9, 2023

6:00pm

- 1. Call To Order**
- 2. Roll Call – Pledge of Allegiance**
- 3. Public Hearing – Budget and Appropriation Ordinance**
 - A. Call to Order the Public Hearing
 - B. Ordinance No. 565, 2023 Budget and Appropriation
 - C. Adjournment of Public Hearing
- 4. Listening Post**
 - A. Dan Leahy, WDSRA Year in Review
- 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: December 12, 2022
 - B. Approve Organizational Goals, Organizational Chart and Wage Scale
 - C. Approval: Affiliate Agreement with Carol Stream Panther Soccer Club
 - D. Approval: Affiliate Agreement with Carol Stream Travel Softball and Baseball Association
 - E. Approval: Affiliate Agreement with Carol Stream Youth Football Association
- 7. Discussion Items**
 - A. Coyote Crossing Mini Golf Annual Report
 - B. The Future of Carol Stream Park District
 - C. Weekly Happenings
- 8. Action Items**
 - A. Approval: Ordinance No. 565, 2023 Budget and Appropriation in the amount of \$19,262,460 for the fiscal year January 1, 2023 to December 31, 2023
- 9. Closed Session**
- 10. Action Pertaining to Closed Session**
- 11. Adjournment**



Board of Commissioners
Regular Meeting
December 12, 2022
6:00pm

Call to Order	Commissioner Powers called the meeting to order at 6:00 pm.								
Roll Call/Pledge of Allegiance	<p>Present: Commissioners Jeffery, Sokolowski, Powers, Bird, and Gramann. Commissioner Jaszka arrived at 6:15, Commissioner DelPreto was absent.</p> <p>Staff: Executive Director Reuter, Deputy Director Rini, Directors Bachewicz and Hamilton, Superintendent Quinn and Scumaci and Executive Assistant Greninger.</p>								
Public Hearing	<p>Tax Levy Ordinance</p> <p>Commissioner Sokolowski made a motion to move to Public Hearing at 6:03 pm. Seconded by Commissioner Bird.</p> <p>Roll Call Vote:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Commissioner DelPreto: Absent</td> <td style="width: 50%;">Commissioner Gramann: Aye</td> </tr> <tr> <td>Commissioner Jaszka: Absent</td> <td>Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Bird: Aye</td> <td></td> </tr> </table> <p>Motion Passes 5-0-2</p> <p>Deputy Director Rini reviewed the Tax Levy Ordinance.</p> <ul style="list-style-type: none"> • By State Statute, the Board of Commissioners needs to file an annual ordinance with the County in order to levy taxes for the following year. • Since the levy is more than 105% of the prior year’s aggregate levy, the Board published a notice of a public hearing on such levy and is holding that public hearing today, prior to approving the levy ordinance. • Staff asks that the Board approve the attached Levy Ordinance. • The Ordinance does not include the levy for the Bond and Interest Fund, as the County will automatically levy, per the schedules on file. • The Ordinance represents a 10.76% increase to the base aggregate of the 2021 final levy. The base aggregate does not include the Bond and Interest Fund. • As is the case every year, this is higher than the expected final increase. The District must overestimate in order to capture all the “new growth” EAV. • The actual expected aggregate increase is only 6.16% higher than last year. This is due to the new growth being added to the District, reassessment of current homes at an estimated average of 5.07%, as well as the CPI of 5.0%. • In April the final extension numbers will arrive and the District has five working days to make any adjustments to the equally allocated levy reduction, if one occurs. 	Commissioner DelPreto: Absent	Commissioner Gramann: Aye	Commissioner Jaszka: Absent	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye	
Commissioner DelPreto: Absent	Commissioner Gramann: Aye								
Commissioner Jaszka: Absent	Commissioner Powers: Aye								
Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye								
Commissioner Bird: Aye									

	<ul style="list-style-type: none"> We have requested that part of the motion to the approval of this ordinance be that the staff be allowed to make the adjustments to that potential reduction in the same vain as the ordinance being presented tonight. This action will eliminate a special emergency meeting of the Board at that time. <p>Public Comment: None</p> <p>Commissioner Jeffery made a motion to adjourn from Public Hearing at 6:05 pm. Seconded by Commissioner Bird. Voice Vote. Motion Passes 5-0-2.</p>								
Listening Post	None								
Changes to the Agenda	Commissioner Gramann requested the addition of Section 2(c)(11) Pending or Potential Litigation during the closed session.								
Consent Agenda	<p>Commissioner Gramann made a motion to accept the consent agenda as read. Seconded by Commissioner Sokolowski.</p> <ul style="list-style-type: none"> A. Approval: Regular Minutes: November 14, 2022 B. Approval: Finance Committee Minutes: December 5, 2022 C. Ratify: November 2022 Bills D. Approval: Ordinance No. 564 Park District Surplus <p>Voice Vote. All in favor. Motion Passes.</p> <p>Commissioner Jeffery made a motion to approve the consent agenda as read. Seconded by Commissioner Bird.</p> <p>Roll Call Vote:</p> <table border="0" style="width: 100%;"> <tr> <td>Commissioner DelPreto: Absent</td> <td>Commissioner Gramann: Aye</td> </tr> <tr> <td>Commissioner Jaszka: Absent</td> <td>Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Bird: Aye</td> <td></td> </tr> </table> <p>Motion Passes 5-0-2</p>	Commissioner DelPreto: Absent	Commissioner Gramann: Aye	Commissioner Jaszka: Absent	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye	
Commissioner DelPreto: Absent	Commissioner Gramann: Aye								
Commissioner Jaszka: Absent	Commissioner Powers: Aye								
Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye								
Commissioner Bird: Aye									
Discussion Items	<ul style="list-style-type: none"> A. Weekly Happenings (oral) <ul style="list-style-type: none"> • Commissioner Sokolowski asked for an update on the geothermal system. Director Hamilton said we are in the process of installing an auto fill system, similar to a sump pump float. It will add glycol when needed. The possible leak will be addressed in the spring. • Commissioner Sokolowski asked about the native plants surrounding Evergreen Lakes and how they are cared for. Director Hamilton explained the process, adding education is key. • Commissioner Gramann admitted the Board could do a better job of attending programs. She attended the Polar Express and was extremely 								

	<p>impressed with the event from start to finish. Commissioner Sokolowski said he attended the Tree Lighting. Executive Director Reuter likes how we support this Village sponsored event and the public likes to go inside Fountain View to visit Santa, watch the dancers and mingle. The Christmas sharing program is Wednesday, in partnership with the Village, Police Department, Rotary, and Park District. Superintendent Quinn added that staff likes when Board members attend events. Commissioner Bird said he doesn't want to intimidate staff. Commissioner Sokolowski said people like it when they get a pat on the back. Commissioner Jeffery is looking forward to getting to know the new staff members attending conference next month.</p> <ul style="list-style-type: none"> • Commissioner Sokolowski commented on how successful the preschool program has become since moving to Simkus. Kudos to staff. • Commissioner Powers talked to a woman who walks near Red Hawk Park. She noticed trash by the trail that wasn't picked up for several days on her walks. Director Hamilton said the trails are checked two to three times a week; there would be no one checking over the weekend. He will remind staff to be diligent.
<p>Action Items</p>	<p>A. Approval: Ordinance No. 563 Levying and Assessing Taxes for the Year 2022 By State Statute, the Board of Commissioners needs to file an annual ordinance with the County in order to levy taxes for the following year.</p> <p>Commissioner Bird made a motion to approve Ordinance 563 levying and assessing taxes for the year 2022, to be collected in the year 2023, and to certify that the District levied an amount of ad valorem tax that is more than 105% of the final aggregate levy extension of the preceding year, complied with the publication and hearing provisions of section 6 or 7 of the Act, and that the staff be allowed to make the adjustments to that potential reduction in the same vain. Seconded by Commissioner Gramann.</p> <p>Roll Call Vote: Commissioner DelPreto: Absent Commissioner Jaszka: Aye Commissioner Jeffery: Aye Commissioner Bird: Aye Motion Passes 6-0-1 Commissioner Gramann: Aye Commissioner Powers: Aye Commissioner Sokolowski: Aye</p> <p>B. Approval: Lifeguard Services Addendum January 2023 Jeff Ellis Management, LLC Director Bachewicz is working with JEM on the 2023-2025 contracts for JEM Lifeguard Services. The timing of the scheduled Board meetings and the pending review, the addendum for lifeguard services for the month of January is presented. This will allow the District the proper time needed to finalize the contracts and bring to the Board in January for approval.</p>



Adjournment

Commissioner Gramann made a motion to adjourn the meeting. Seconded by Commissioner Jaszka Voice Vote taken. Motion passed 7-0-0. Meeting adjourned at 6:54 pm.

President
Tim Powers

Secretary
Jim Reuter

January 9, 2023
Date

To: Board of Commissioners
From: Jim Reuter, Executive Director
Date: January 9, 2023
Approval: Organizational Goals, Organizational Chart
and Wage Scale **Agenda Item # 6B**

Issue

Should the Board approve the Organizational Goals, Organizational Chart and Wage Scale in conjunction with the 2023 Budget approval process.

Background/Reasoning

As part of the Distinguished Accredited Agency review, staff implemented a more formal process for documenting the Board's approval of the annual Organizational Goals, Organizational Chart, and Wage Scale. In the past these actions were included as part of the general approval of the annual budget.

Supporting Documents

Excerpts of the Proposed 2023 Budget which reflect these three documents are attached for reference.

Cost

None

Public/Customer Impact

Reinforces District's commitment to transparency and alignment of goals.

Recommendation

That the Board approve the Organizational Goals, Organizational Chart and Wage Scale in conjunction with the 2023 Budget approval process.



Organizational Goals for 2023

These Organizational Goals align with the District Strategic Plan and Master Plans. They provide guidance for the allocation of funding and staffing.

Suggested 2023 Organizational Goals:

***staff suggested goals only.**

- Continue to pursue Naming Rights as an alternative Revenue Source.
- Complete the Community Park capital improvement plan.
- Community Needs Assessment.
- Develop an Updated Strategic Plan from results of Community Needs Assessment.
- Prepare and execute requirements under the State's Decennial Review Statute.
- Address Redhawk Trespass and Settlement Issue.
- Successfully execute Capital Plan implementation.
- Improve net positions and fund balances.
- Fulfill cyber security requirements for successful acceptance/coverage.
- Develop a campaign to highlight the importance and rewards of volunteering and increase awareness of volunteer opportunities.

**These are suggested Organizational Goals;
once reviewed by the Board, they will be approved at a future Board Meeting.**



Board of Commissioners



Jim Reuter
Executive Director



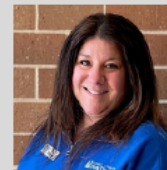
Debbie Greninger
Executive Assistant



Sue Rini
Deputy Director

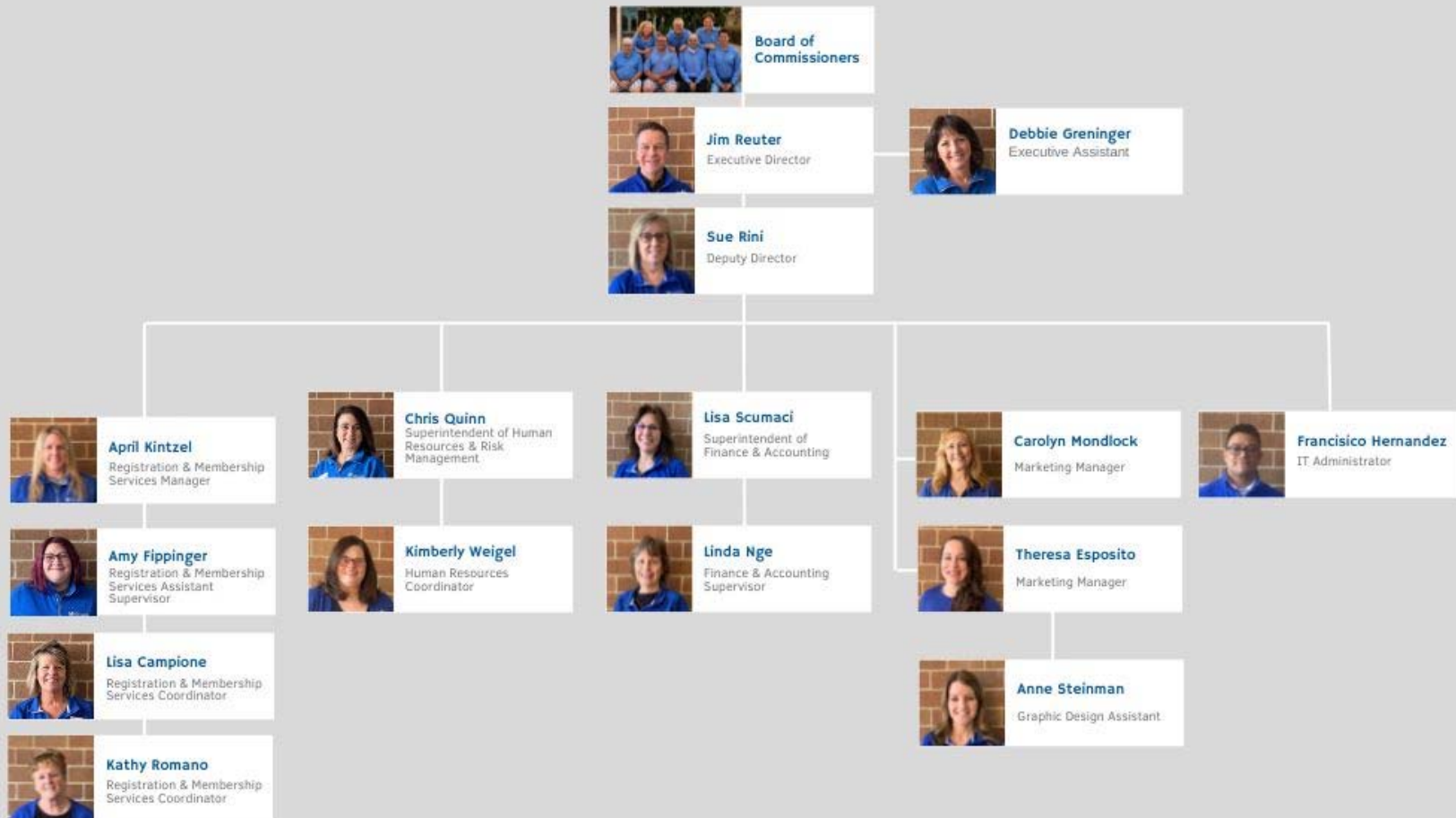


Shane Hamilton
Director of Parks & Facilities



Renee Bachewicz
Director of Recreation

Finance & Administration Department Organizational Chart



Parks & Facilities Department Organizational Chart



**Board of
Commissioners**



Jim Reuter
Executive Director



Shane Hamilton
Director of Parks &
Facilities



Ron Murray
Facilities & Safety
Manager



Randy Anderson
Parks Manager



Daniel Wakolbinger
Facilities Specialist II



Rich Daniels
Custodial Supervisor



Matt Slanker
Parks Foreman



Josefina Cortez
Custodian II



Chauncey Wrenn
Custodian II



Rich Czarnecki
Parks Specialist III



Anthony Scerbo
Parks Specialist III



Joe Dalessandro
Custodian/Building
Supervisor



Brian Thorsen
Parks Specialist II



Eric Ramirez
Parks Specialist II



Open
Parks Specialist II



Open
Parks Specialist I
Regular Part Time

Recreation Department Organizational Chart



Board of Commissioners



Jim Reuter
Executive Director



Pam Falco
Community Relations
Supervisor



Renee Bachewicz
Director of Recreation



Nory Bettilyon
Administrative Assistant



Melissa Adamson
Superintendent of
Recreation



Anthony Kenny
Division Manager



Suzanne Waghome
Division Manager



Open
Recreation Manager



James Steele
Recreation Supervisor



Jaclyn Eidukas
Recreation Supervisor



Brian Kucharski
Fitness Manager



Avegail Lavaty
Recreation Supervisor



Adrienne Gabel
Recreation Supervisor



Open
Recreation Supervisor



Jane Maxey
Recreation Supervisor



Georgia Lochridge
Recreation Supervisor



Rachel Arendt
Recreation Coordinator II



Open
Recreation Supervisor



Patrick Kolp
Recreation Coordinator



Jori Rewerts
Recreation Coordinator II



2023 Wage Scales

Full-Time Staff Wage Scale

The District conducted a formal *Market Benchmarking & Compensation Study* in 2018; the study should be done again in 2024. The goal of the study was to align District wages within the parks and recreation industry. It considered factors such as geographic location, population served, and operating budget size. For the positions that cross-over into the private sector (such as IT, Human Resources, or Finance), the scale blended a percentage of data from that market as well.

In order to remain competitive in the current market and retain high quality staff, the scale is adjusted annually to increase by 1% less than the proposed merit pool value. Earlier this year, the board approved the staff's merit pool recommendation of up to 5.0%; therefore, the wage scale increased by 4.0%.

Minimum Wage and Part-Time Wage Scale

The 2023 budget also addresses the next increase for Illinois Minimum Wage. In 2020, minimum wage increased from \$8.25 to \$10.00 (21%). Each subsequent January, the minimum wage increases by \$1.00 until it reaches \$15.00/hour on January 1, 2025. Illinois minimum wage will increase to \$13.00 on January 1, 2023. In order to remain competitive in this challenging hiring market the District will raise the scale for new hires age 18 and over to \$14/hour; for new hires age 16-17 to \$13/hour; teen minimum wage of \$10.50/hour will be used for staff under 16. Staff will continue to review wage scales each year to adjust to minimum wage increases.

Below is the Updated 2023 Wage Scale for Full-Time Staff, the Illinois Minimum Wage Schedule, and the new Part-Time Wage Scale.

The Board is asked to approve the District's Wage Scales in conjunction with the proposed 2023 budget.



Full-Time Wage Scale

Carol Stream Park District			Notes:		
Pay Grade Assignments/Wage Scale - 2023			Merit Increase: 5.0%; pool adjusted by 4% with conditional compression due to min wage impact at lower grades.		
Full Time Benefit Eligible					
Approved at Board Meeting of:			Some Compression is occurring		
			-20% from Midpt		*+20% from Midpt
Pay Grade	FLSA	Job Title	Minimum	Midpoint	Maximum
1	NE	Custodian	\$ 29,120	\$ 36,400	\$ 43,680
	NE	Parks Specialist I	\$ 14.00	\$ 17.50	\$ 21.00
2	NE	Registration & Membership Specialist	\$ 31,616	\$ 39,520	\$ 47,424
	NE	Recreation Coordinator I	\$ 15.20	\$ 19.00	\$ 22.80
	NE	Custodian II			
3	NE	Recreation Coordinator II/Combo Instructor & Coord	\$ 35,277	\$ 44,096	\$ 52,915
	NE	Building Supervisor & Custodian	\$ 16.96	\$ 21.20	\$ 25.44
	NE	Registration & Membership Coordinator			
4	NE	Administrative Assistant	\$ 39,936	\$ 49,920	\$ 59,904
	NE	Human Resources Coordinator	\$ 19.20	\$ 24.00	\$ 28.80
	NE	Custodial Supervisor			
	NE	Parks Specialist II			
	NE	Facility Specialist II			
	NE	Registration & Membership Services Asst. Supervisor			
5	E	Finance & Accounting Supervisor	\$ 44,928	\$ 56,160	\$ 67,392
	E	Community Relations Supervisor	\$ 21.60	\$ 27.00	\$ 32.40
	NE	Executive Assistant			
	NE	Facility Specialist III			
	NE	Parks Specialist III			
	NE	Parks Specialist II-Horticulturalist			
	E	Recreation Supervisor			



6	E	IT Administrator	\$ 50,086	\$ 62,608	\$ 75,130
	E	Fitness Manager	\$ 24.08	\$ 30.10	\$ 36.12
	E	Marketing Manager			
	NE	Park Foreman			
	E	Registration Services Manager			
7	E	Manager II-Facility Maintenance Manager	\$ 55,310	\$ 70,720	\$ 84,864
	E	Manager II-Parks Manager	\$ 26.59	\$ 34.00	\$ 40.80
	E	Division Manager-Athletics/Programming/CCMG			
	E	Division Manager-Rentals/Concessions			
8	E	Superintendent-Finance & Accounting	\$ 64,064	\$ 80,080	\$ 96,096
	E	Superintendent-Human Resources & Risk Management	\$ 30.80	\$ 38.50	\$ 46.20
	E	Superintendent-Recreation			
9	E	Reserved for Future Use	\$ 72,717	\$ 90,896	\$ 109,075
			\$ 34.96	\$ 43.70	\$ 52.44
10	E	Director-Parks & Facilities	\$ 81,702	\$ 102,128	\$ 122,554
			\$ 39.28	\$ 49.10	\$ 58.92
11	E	Director-Recreation	\$ 89,871	\$ 115,440	\$ 138,528
			\$ 43.21	\$ 55.50	\$ 66.60
12	E	Director-Finance & Administration	\$ 101,455	\$ 130,520	\$ 156,624
			\$ 48.78	\$ 62.75	\$ 75.30
13	E	Deputy Director	\$ 114,545	\$ 147,160	\$ 176,592
			\$ 55.07	\$ 70.75	\$ 84.90
14	E	Executive Director	\$ 129,312	\$ 166,400	\$ 199,680
			\$ 62.17	\$ 80.00	\$ 96.00



**Part-Time Wage Scale
Illinois Minimum Wage Schedule**

Senate Bill 1

	Adult Minimum Wage	Teen Sub- Minimum Wage	Exemption Amount	Exemption Percentage
2019	\$8.25	\$7.75	\$0.50	6.06%
January 1, 2020	\$9.25	\$8.00	\$1.25	13.51%
July 1, 2020	\$10.00	\$8.00	\$2.00	20.00%
January 1, 2021	\$11.00	\$8.50	\$2.50	22.73%
January 1, 2022	\$12.00	\$9.25	\$2.75	22.92%
January 1, 2023	\$13.00	\$10.50	\$2.50	19.23%
January 1, 2024	\$14.00	\$12.00	\$2.00	14.29%
January 1, 2025	\$15.00	\$13.00	\$2.00	13.33%

Part -Time / Seasonal / Program Staff			
Proposed PAY GRADE & WAGE SCALE for CSPD - 1/1/2023			
PAY GRADE	CSPD Minimum *	Midpoint	Maximum
A	14.00	\$17.50	\$21.00
B	15.20	\$19.00	\$22.80
C	16.96	\$21.20	\$25.44
D	18.76	\$23.45	\$28.14
E	21.12	\$26.40	\$31.68
F	24.00	\$30.00	\$36.00
G	27.08	\$33.85	\$40.62
H	30.56	\$38.20	\$45.84
I	34.31	\$42.89	\$51.47



Carol Stream Park District		Minimum Wage Adjustment for 2022			
Pay Grade Assignments/Wage Scale - 2023		CSPD 18+ min Wage = \$14/hr			
Part Time Seasonal Program Staff		(16-17 yr old) Min Wage = \$13/hr			
Approved at Board Meeting of:		(15 yr old) Teen Min Wage = \$10.50/hr			
		NOTE: IL Adult Min Wage 18+ = \$13/hr			
		Increase from Midpoint to next grade can be 1.1%, but minimum wage increases have caused some compression and manual adjustments			
Pay Grade	FLSA	Job Title	Minimum	Midpoint	Maximum
A	NE	ActivKids Asst Site Coordinator	\$ 14.00	\$ 17.50	\$ 21.00
	NE	ActivKids Jr. Site Coordinator			
	NE	Asst Dance Instructor			
	NE	Birthday Party Host			
	NE	Camp Counselor			
	NE	Cashier			
	NE	Concessions Attendant			
	NE	Custodian I			
	NE	Fitness Attendant			
	NE	Fitness Floor Specialist			
	NE	Gymnastics Instructor I			
	NE	Gymnastics Instructor II			
	NE	Gymnastics Instructor III			
	NE	Gymnastics Team Coach I			
	NE	Gymnastics Team Coach II			
	NE	Gymnastics Team Coach III			
	NE	Mini Golf Attendant			
	NE	Parks Specialist - Seasonal			
	NE	Recreation Attendant			
	NE	Rental Host			
	NE	Swim Lesson Instructor			
	NE	Swim Team Assistant Coach			
	NE	Theater Assistant			
	NE	Theater Seamstress			
	NE	Theater Technician			
	NE	Trip Supervisor			



B	NE	ActivKids Site Coordinator	\$ 15.20	\$ 19.00	\$ 22.80
	NE	Birthday Party Coordinator			
	NE	Camp Lead Counselor			
	NE	Camp Coordinator			
	NE	Concessions Beverage Cashier			
	NE	Concessions Team Leader			
	NE	Courier			
	NE	Custodian II			
	NE	Dance Instructor			
	NE	Gymnastics Coordinator			
	NE	Preschool Assistant Instructor			
	NE	Registration & Membership Specialist			
	NE	Theater Vocal Coach			
C	NE	Bus Driver	\$ 16.96	\$ 21.20	\$ 25.44
	NE	Preschool Instructor			
	NE	Registration & Membership Coordinator			
	NE	Rental Coordinator			
	NE	Supervisor on Duty			
	NE	Swim Lesson Coordinator			
	NE	Theater Musical Director			
D	NE	Graphic Design Assistant	\$ 18.76	\$ 23.45	\$ 28.14
	NE	Marketing Assistant/Coordinator			
	NE	Preschool Lead Instructor			
E	NE	Fitness Instructor I	\$ 21.12	\$ 26.40	\$ 31.68
	NE	Gymnastics Team Head Coach			
	NE	Swim Team Head Coach			
F	NE	Fitness Instructor II	\$ 24.00	\$ 30.00	\$ 36.00
	NE	Lead Dance Instructor			
	NE	Personal Trainer			
G	NE	Fitness Instructor III	\$ 27.08	\$ 33.85	\$ 40.62
	NE	Fitness Nutritionist			
	NE	Lead Personal Trainer			
H	NE	Fitness Instructor IV	\$ 30.56	\$ 38.20	\$ 45.84
I	NE	Reserved for future use	\$ 34.31	\$ 42.89	\$ 51.47

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: January 9, 2023
Approval Affiliate Agreement with Carol Stream Panther Soccer Club
Agenda Item # 6C

Issue

Should the Board approve an affiliate agreement with the Carol Stream Panther Soccer Club (CSPSC) for 2023.

Background/Reasoning

- At the June 22, 2015 Park Board of Commissioners meeting, the Board approved the revised affiliate agreements for all four of the district's youth sports affiliate groups. These agreements would then be approved on an annual basis.
- This new agreement would cover both the 2023 Spring and Fall seasons for CSPSC.
- CSPSC is in compliance with the terms of the agreement and is considered to be in good standing with the District.

Supporting Documents Summary

- All dates and fees have been updated in the 2023 Agreements. There are no other changes in the 2023 Agreement.
- Contractual agreement between Carol Stream Panther Soccer Club and the Carol Stream Park District.

Cost

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

Public/Customer Impact

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

Recommendation

That the Board approve an affiliate agreement with the Carol Stream Panther Soccer Club (CSPSC) for 2023.



Carol Stream Panther Soccer Club

Affiliate Agreement

Memorandum of Understanding

PURPOSE

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

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

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

I. Criteria and Conditions

1. The CSPSC shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The CSPSC shall conduct its own financial business and be financially self-supporting. CSPSC shall not be underwritten by Park District public funds.
3. The CSPSC shall have its own volunteer governing board all whom must live within the Park District boundaries with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
 - a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities that supplement existing Park District programs and fit within the stated mission of the Park District.
 - b. At least 51% of each team or division of the CSPSC 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 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 CSPSC's fiscal year.
 - d. Must provide the Park District with a copy of the organization's by laws annually.
4. The CSPSC must submit a written request to the Park District seeking approval to enter sponsorship agreements with potential third party partners. The Park District must approve all potential sponsor partners prior to the execution of a sponsorship agreement. The Park District has the right in its sole discretion to deny any sponsorship agreement that may not be in the best interest of the Park District. All fundraising activities must also be done in full compliance of the laws governing such activities.
5. The CSPSC 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 CSPSC shall provide a list of officers and participants, including addresses and telephone numbers following CSPSC'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 CSPSC 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.
9. The CSPSC agrees and understands that neither the CSPSC nor its officials, officers, members, employees or volunteers (collectively "CSPSC") 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 CSPSC 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 CSPSC activity will be the CSPSC's sole responsibility and not the Park District's. Also, it is understood that the CSPSC 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 CSPSC will be solely responsible for its own actions. The Park District will in no way defend the CSPSC in matters of liability.
10. The CSPSC 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 CSPSC shall not represent itself or members of the CSPSC as employees, volunteers, or agents of the Park District.
12. The CSPSC or members of the CSPSC 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 CSPSC 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 CSPSC. CSPSC shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
15. The CSPSC 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 CSPSC activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.

16. Activities, programs, and events sponsored by CSPSC 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 CSPSC agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age or handle cash. The CSPSC is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. The CSPSC may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, CSPSC will be invoiced for the cost of completing the background check.
18. The CSPSC agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The CSPSC understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any CSPSC 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 CSPSC 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 CSPSC shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
22. CSPSC 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 three months in advance to insure availability. Park District programs take precedence. Requests must be specific and include but not limited to:
 - a. A timeline/calendar of events showing proposed start and end dates for practices, games, special events, et al.

- b. Field or court locations and sizes desired.
- c. Days and times.

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

- a. Proposed schedules (practice and game) must be submitted at least two weeks prior to the first day of intended use.
2. All active rosters must be submitted to the Park District no less than two weeks before the start of the season of intended use. The roster must include the first and last name of each participant as well as their home address. Rosters should also indicate which players are non-residents of the Park District.
 3. The Park District reserves the right to schedule any and all game fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions.
 4. It is the sole responsibility of the CSPSC to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
 5. The CSPSC 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.
 - a. In order to coordinate scheduling and staffing needs, CSPSC must request the use of any School District facilities through the CSPD staff.
 6. The CSPSC is solely responsible for providing supervision and security services, as needed, for any and all CSPSC activities.
 7. The Park District does not assume any responsibility, care, custody, or control of any CSPSC property or equipment brought upon or stored upon Park District property. The CSPSC is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
 8. The CSPSC shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
 9. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.
 - a. Special events to take place on Park District property (i.e. banquets, fundraising events, meets, pictures, road races, tournaments, etc.) require approval and 30 days advance notice.

10. Park District will provide safe and adequate athletic field space for soccer practice and games at Park District property as well as school district property upon approval of the school district.

11. Soccer practice space will be provided at:

- a. All CSPD soccer field locations pending availability based on the field rotation schedule beginning March 13 thru November 30, 2023 from 5 pm. to 8:30 pm. weekdays and 9 a.m. to 9 pm. on Saturdays and 9 a.m. – 7 pm. on Sundays.
- b. Practices may also be held at Glenbard North High School (hereafter **GNHS**) on weekdays (pending field availability) from 6 – 8 pm.
- c. All field lights at Glenbard North High School must be turned off by 8:30 p.m. on weeknights. Light usage may exceed 8:30 p.m. with approval from the Park District.

12. Game Space will be provided at:

- a. CSPD game fields from 9 a.m. – 7 p.m. on weekends pending field availability once Park District programming is complete.
- b. GNHS from 1 – 9 pm. on Saturdays and 9.am. – 7 pm. on Sunday's pending field availability once Park District programming is complete.
- d. All field lights at GNHS must be turned off by 9:30 pm. on Saturday night and 7:30 pm. on Sunday night. Light usage may exceed current times with approval from the Park District.
- e. Please note that when GNHS is participating in the IHSA playoffs, those games/meets will take priority and may require the rescheduling of CSPSC games in order to accommodate the GNHS games.

13. The Park District will provide facility space for monthly organizational meetings, equipment handout and special registration days at no charge. Individual team meetings, team parties or indoor practice space other than that will be rented at a discount rate on an individual basis. Should CSPSC wish to use space when the facility is closed, they will need to pay all applicable fees and charges.

14. CSPSC shall be responsible for damages to fields used when deemed NOT playable by the Park District.

- a. CSPSC 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, CSPSC will be invoiced.

III. Rental/Usage Fee

1. CSPSC will pay to the Park District an annual usage fee per player for expenses directly incurred for the CSPSC'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 CSPSC. The per player fee for the spring 2023 season is \$60.80 and fall 2023 season is \$60.80. 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.
2. CSPSC shall be assessed an additional non-resident fee for each affiliate participant who does not reside within the boundaries of the Park District. This fee shall be assessed once for every non-resident participant and for each individual playing season.
 - a. The additional fee for non-residents shall be 50% of the resident affiliate fee, not to exceed \$20, per participant, per playing season.
 - b. Although participants residing in CCSD93 and BSD25 boundaries that are outside of the CSPD boundaries are treated as residents when determining % of residents per team, those participants are still subject to the non-resident fee.
3. CSPSC 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 school facilities including games and practices during the off season.
 - b. Tournaments.
4. If any invoice received by CSPSC is not paid within 30 days of the date of the Park District invoice, CSPSC 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 CSPSC with space in their seasonal program guide and website to advertise standard program information. The CSPSC is responsible for providing information for the advertisement, and the Park District will design the advertisement. A direct link to the CSPSC website will also be included on the Park District website.

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

V. Insurance and Indemnification

The CSPSC 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 CSPSC activities:

1. Commercial General and Umbrella Liability Insurance

CSPSC 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

If applicable, the CSPSC 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 CSPSC 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 CSPSC 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 CSPSC'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 CSPSC shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

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

VI. Other

- a. CSPSC is responsible for following the Park District's severe weather protocol – see attached policy.
- b. CSPSC 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 CSPSC fails to meet the conditions and/or criteria set forth in the agreement as determined by CSPD staff, CSPSC may be placed on probation or the relationship with the CSPD may be dissolved or revoked.
 1. If CSPSC is placed on probation, they will be notified of the reason by registered mail. CSPSC will have ninety (90) days from the written date of notification to make the necessary correction(s). If CSPSC makes the necessary correction(s), CSPSC will be removed from probation. If CSPSC does not make the necessary correction(s), CSPSC will remain on probation and be in jeopardy of losing its affiliate status.
 2. If CSPD decides to revoke the status of CSPSC, a written report outlining the reason(s) will be sent to CSPSC 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 CSPSC, 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 December 31, 2023. The agreement will be renewed on annual basis for a period of one year providing that CSPSC is in good standing with the Park District.
- b. The Park District retains the unilateral right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the CSPSC 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 CSPSC has breached any of its obligations under this Agreement.

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

- c. The CSPSC 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 CSPSC by the Park District shall be promptly reimbursed. This responsibility will survive the termination of this agreement.
- d. The Agreement may also be amended by the written approval of both Parties.

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

Authorized Signature of CSPSC

Authorized Signature of Carol Stream
Park District

Date

Date

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: January 9, 2023
Approval: Affiliate Agreement with Carol Stream Travel Softball
and Baseball Association **Agenda Item # 6D**

Issue

Should the Board approve an affiliate agreement with the Carol Stream Travel Softball and Baseball Association (CSTSBA) for 2023.

Background/Reasoning

- At the June 22, 2015 Park Board of Commissioners meeting, the Board approved the revised affiliate agreements for all four of the district's youth sports affiliate groups. These agreements would then be approved on an annual basis.
- This new agreement would cover the 2023 season for CSTSBA.
- CSTSBA is in compliance with the terms of the agreement and is considered to be in good standing with the District.

Supporting Documents Summary

- All dates and fees have been updated in the 2023 Agreements. There are no other changes in the 2023 Agreement.
- Contractual agreement between Carol Stream Travel Softball and Baseball Association and the Carol Stream Park District.

Cost

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

Public/Customer Impact

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

Recommendation

That the Board approve an affiliate agreement with the Carol Stream Travel Softball and Baseball Association (CSTSBA) for 2023.



Carol Stream Travel Softball and Baseball Association

Affiliate Agreement

Memorandum of Understanding

PURPOSE

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

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

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

I. Criteria and Conditions

1. The CSTSBA shall provide its own leadership, structure, and must delegate operational duties to its membership.

2. The CSTSBA shall conduct its own financial business and be financially self-supporting. CSTSBA shall not be underwritten by park district public funds.
3. The CSTSBA shall have its own volunteer governing board all whom must live within the Park District boundaries with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
 - a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities that supplement existing Park District programs and fit within the stated mission of the Park District.
 - b. At least 51% of each team or division of the CSTSBA 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 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 CSTSBA's fiscal year.
 - d. Must provide the Park District with a copy of the organization's by laws annually.
4. The CSTSBA must submit a written request to the Park District seeking approval to enter sponsorship agreements with potential third party partners. The Park District must approve all potential sponsor partners prior to the execution of a sponsorship agreement. The Park District has the right in its sole discretion to deny any sponsorship agreement that may not be in the best interest of the Park District. All fundraising activities must also be done in full compliance of the laws governing such activities.
5. The CSTSBA 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 CSTSBA shall provide a list of officers and participants, including addresses and telephone numbers following CSTSBA'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 CSTSBA 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.

9. The CSTSBA agrees and understands that neither the CSTSBA nor its officials, officers, members, employees or volunteers (collectively "CSTSBA") 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 CSTSBA 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 CSTSBA activity will be the CSTSBA's sole responsibility and not the Park District's. Also, it is understood that the CSTSBA 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 CSTSBA will be solely responsible for its own actions. The Park District will in no way defend the CSTSBA in matters of liability.
10. The CSTSBA 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 CSTSBA shall not represent itself or members of the CSTSBA as employees, volunteers, or agents of the Park District.
12. The CSTSBA or members of the CSTSBA 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 CSTSBA 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 CSTSBA. CSTSBA shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
15. The CSTSBA 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 CSTSBA activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
16. Activities, programs, and events sponsored by CSTSBA 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 CSTSBA agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age or handle cash. The CSTSBA is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. The CSTSBA may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, CSTSBA will be invoiced for the cost of completing the background check.
18. The CSTSBA agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The CSTSBA understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any CSTSBA 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 CSTSBA 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 CSTSBA shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
22. CSTSBA 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 three months in advance to insure availability. Park District programs take precedence. Requests must be specific and include but not limited to:
 - a. A timeline/calendar of events showing proposed start and end dates for practices, games, special events, et al.
 - b. Field or court locations and sizes desired.
 - c. Days and times.

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

- a. Proposed schedules (practice and game) must be submitted at least two weeks prior to the first day of intended use.
2. All active rosters must be submitted to the Park District no less than two weeks before the start of the season of intended use. The roster must include the first and last name of each participant as well as their home address. Rosters should also indicate which players are non-residents of the Park District.
3. The Park District reserves the right to schedule any and all game fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions.
4. It is the sole responsibility of the CSTSBA to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
5. The CSTSBA 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.
 - a. In order to coordinate scheduling and staffing needs, CSTSBA must request the use of any School District facilities through the CSPD staff.
6. The CSTSBA is solely responsible for providing supervision and security services, as needed, for any and all CSTSBA activities.
7. The Park District does not assume any responsibility, care, custody, or control of any CSTSBA property or equipment brought upon or stored upon Park District property. The CSTSBA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
8. The CSTSBA shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
9. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.
 - a. Special events to take place on Park District property (i.e. banquets, fundraising events, meets, pictures, road races, tournaments, etc.) require approval and 30 days advance notice.
10. Park District will provide safe and adequate athletic field space for baseball practice and games at Park District property as well as school district property upon approval of the school district.

11. Baseball/Softball practice and game space will be provided at:
 - a. CSPD fields beginning March 27 thru October 31, 2023 from 5 p.m. to 10:45 p.m. weekdays and 9 a.m. to 10:45 p.m. on weekends on fields with lights and 5 p.m. – 8 p.m. weekdays and 9 a.m. – 8 p.m. on fields without lights pending field availability.
12. 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 provided to baseball will be rented at a discount rate on an individual basis. Should CSTSBA wish to use space when the facility is closed, they will need to pay all applicable fees and charges.
13. CSTSBA shall be responsible for damages to fields used when deemed NOT playable by the Park District.
 - a. CSTSBA 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, CSTSBA will be invoiced.

III. Rental/Usage Fee

1. CSTSBA will pay to the Park District an annual usage fee per player for expenses directly incurred for the CSTSBA'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 CSTSBA. The baseball/softball per player fee for 2023 will be \$73.15 for the spring teams, and \$36.60 per player for fall teams. 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.
2. CSTSBA shall be assessed an additional non-resident fee for each affiliate participant who does not reside within the boundaries of the Park District. This fee shall be

assessed once for every non-resident participant and for each individual playing season.

- a. The additional fee for non-residents shall be 50% of the resident affiliate fee, not to exceed \$20, per participant, per playing season.
- b. Although participants residing in CCSD93 and BSD25 boundaries that are outside of the CSPD boundaries are treated as residents when determining % of residents per team, those participants are still subject to the non-resident fee.

3. CSTSBA 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 school facilities including games and practices during the off season.
 - b. Tournaments.

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

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

V. Insurance and Indemnification

The CSTSBA 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 CSTSBA activities:

1. Commercial General and Umbrella Liability Insurance

CSTYBSA 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 CSTSBA 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 CSTSBA 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 CSTSBA shall maintain workers compensation and employer's 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 CSTSBA 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 CSTSBA'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 CSTSBA shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

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

VI. Other

- a. CSTSBA is responsible for following the Park District's severe weather protocol – see attached policy.
- b. CSTSBA 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 CSTSBA fails to meet the conditions and/or criteria set forth in the agreement as determined by CSPD staff, CSTSBA may be placed on probation or the relationship with the CSPD may be dissolved or revoked.
 - 1. If CSTSBA is placed on probation, they will be notified of the reason by registered mail. CSTSBA will have ninety (90) days from the written date of notification to make the necessary correction(s). If CSTSBA makes the necessary correction(s), CSTSBA will be removed from probation. If CSTSBA does not make the necessary correction(s), CSTSBA will remain on probation and be in jeopardy of losing its affiliate status.
 - 2. If CSPD decides to revoke the status of CSTSBA, a written report outlining the reason(s) will be sent to CSTSBA 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 CSTSBA, 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 December 31, 2023. The agreement will be renewed on annual basis for a period of one year providing that CSTSBA is in good standing with the Park District.
- b. The Park District retains the unilateral right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the CSTSBA 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 CSTSBA has breached any of its obligations under this Agreement.

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

- c. The CSTSBA 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 CSTSBA by the Park District shall be promptly reimbursed. This responsibility will survive the termination of this agreement.
- d. The Agreement may also be amended by the written approval of both Parties.

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

Authorized Signature of CSTSBA

Authorized Signature of Carol Stream
Park District

Date

Date

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: January 9, 2023
Approval: Affiliate Agreement with Carol Stream Youth
Football Association **Agenda Item # 6E**

Issue

Should the Board approve an affiliate agreement with the Carol Stream Football Association (CSYFA) for 2023.

Background/Reasoning

- At the June 22, 2015 Park Board of Commissioners meeting, the Board approved the revised affiliate agreements for all four of the district's youth sports affiliate groups. These agreements would then be approved on an annual basis.
- This new agreement would cover the 2023 season for CSYFA.
- CSYFA is in compliance with the terms of the agreement and is considered to be in good standing with the District.

Supporting Documents Summary

- All dates and fees have been updated in the 2023 Agreements. There are no other changes in the 2023 Agreement.
- Contractual agreement between Carol Stream Football Association and the Carol Stream Park District.

Cost

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

Public/Customer Impact

The affiliate group provides an opportunity for those youth that wish to participate in a football program; the District does not currently offer an in-house football league.

Recommendation

That the Board approve an affiliate agreement with the Carol Stream Football Association (CSYFA) for 2023.



Carol Stream Youth Football Association

Affiliate Agreement

Memorandum of Understanding

PURPOSE

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

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

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

I. Criteria and Conditions

1. The CSYFA shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The CSYFA shall conduct its own financial business and be financially self-supporting. CSYFA shall not be underwritten by Park District public funds.
3. The CSYFA shall have its own volunteer governing board all of whom must live within the park district boundaries with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
 - a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities that supplement existing Park District programs and fit within the stated mission of the Park District.
 - b. At least 51% of each team or division of the CSYFA 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 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 CSYFA's fiscal year.
 - d. Must provide the Park District with a copy of the organization's by laws annually.
4. The CSYFA must submit a written request to the Park District seeking approval to enter sponsorship agreements with potential third party partners. The Park District must approve all potential sponsor partners prior to the execution of a sponsorship agreement. The Park District has the right in its sole discretion to deny any sponsorship agreement that may not be in the best interest of the Park District. All fundraising activities must also be done in full compliance of the laws governing such activities.
5. The 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. A copy shall be provided to the Park District annually.
6. The CSYFA shall provide a list of officers and participants, including addresses and telephone numbers following CSYFA'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 CSYFA 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.
9. The CSYFA agrees and understands that neither the CSYFA nor its officials, officers, members, employees or volunteers (collectively "CSYFA") 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 CSYFA 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 CSYFA activity will be the CSYFA's sole responsibility and not the Park District's. Also, it is understood that the CSYFA 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 CSYFA will be solely responsible for its own actions. The Park District will in no way defend the CSYFA in matters of liability.
10. The CSYFA 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 CSYFA shall not represent itself or members of the CSYFA as employees, volunteers, or agents of the Park District.
12. The CSYFA or members of the CSYFA 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 CSYFA 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 CSYFA. CSYFA shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
15. The CSYFA 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 CSYFA activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.

16. Activities, programs, and events sponsored by CSYFA 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 CSYFA agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age or handle cash. The CSYFA is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. CSYFA may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, CSYFA will be invoiced for the cost of completing the background check.
18. The CSYFA agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The CSYFA understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any CSYFA 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 CSYFA 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 CSYFA shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
22. CSYFA 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 three months in advance to insure availability. Park District programs take precedence. Requests must be specific and include but not limited to:
 - a. A timeline/calendar of events showing proposed start and end dates for practices, games, special events, et al.
 - b. Field or court locations and sizes desired.
 - c. Days and times.

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

- a. Proposed schedules (practice and game) must be submitted at least two weeks prior to the first day of intended use.
2. All active rosters must be submitted to the Park District no less than two weeks before the start of the season of intended use. The roster must include the first and last name of each participant as well as their home address. Rosters should also indicate which players are non-residents of the park district.
3. The Park District reserves the right to schedule any and all game fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions.
4. It is the sole responsibility of the CSYFA to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
5. The CSYFA 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.
 - a. In order to coordinate scheduling and staffing needs, CSYFA must request the use of any School District facilities through the CSPD staff.
6. The CSYFA is solely responsible for providing supervision and security services, as needed, for any and all CSYFA activities.
7. The Park District does not assume any responsibility, care, custody, or control of any CSYFA property or equipment brought upon or stored upon Park District property. The CSYFA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.

8. The CSYFA shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
9. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.
 - a. Special events of an affiliate organizations to take place on Park District property (i.e. banquets, fundraising events, meets, pictures, road races, tournaments, etc.) require approval and 30 days advance notice.
10. 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. The cost of the portable lights shall be paid for exclusively by CSYFA. The vendor that is contracted by CSYFA to provide the lights must provide the Park District with a certificate of insurance naming the Park District as an additional insured.
11. Park District will provide safe and adequate athletic field space for football practice and games as well as cheerleading practice at Park District property as well as school district property upon approval of the school district.
12. Football practice space will be provided at:
 - a. Red Hawk Park beginning July 1 thru November 30, 2023 from 5 p.m. to 8:00 p.m. weekdays and 9 a.m. to 7 p.m. on Saturdays.
 - b. Practices may also be held at Glenbard North High School (hereafter **GNHS**) on weekdays (pending field availability) from 6 – 8:00 p.m.
 - c. All field lights at Glenbard North High School and Red Hawk must be turned off by 8:30 p.m. on weeknights. Light usage may exceed 8:30 p.m. with approval from the Park District.
13. Game Space will be provided at:
 - a. GNHS from 1 – 9 p.m. on Saturdays and 9 a.m. – 7 p.m. on Sunday's pending field availability once Park District programming is complete.
 - b. All field lights at GNHS must be turned off by 9:30 p.m. on Saturday night and 7:30 p.m. on Sunday night. Light usage may exceed current times with approval from the Park District.
 - c. Please note that when GNHS is participating in the IHSA playoffs, those games will take priority and may require the rescheduling of CSYFA games in order to accommodate the GNHS games.

- d. In accordance with the terms of the Inter-Governmental Agreement with School District 87, CSYFA is permitted to use the concession stand and press box to operate the scoreboard and PA system.
 - e. The PA system is controlled by an on/off switch. The volume cannot be adjusted. Use of the PA is a privilege for CSYFA and any abuse of or not following proper procedures can result in the loss of usage of the PA system (i.e. appropriate volume of voice must be maintained). Under no circumstances is the PA system to be used before noon on Sundays. If an extra staff member is needed to monitor sound the CSYFA will be charged \$15/hour.
 - f. CSYFA may utilize the scoreboard at GNHS for games only. CSYFA will provide a trained adult over the age of 18 to oversee the operation of the scoreboard in conjunction with all of GNHS operating procedures. Abuse of or not following proper procedures can result in the loss of the privilege of using the scoreboard.
 - g. In order to operate the PA system and the scoreboard, CSYFA will have access to the press box at GNHS. The only CSYFA personnel that will be allowed in the press box are the scoreboard operator and the announcer, and no one under the age of 18 will be allowed in the press box. Use of these areas is a privilege for CSYFA and any abuse of this area can result in the loss of usage.
 - h. CSYFA will be allowed to play music during half time, and in-between games at the park district set volume.
 - i. CSYFA is in complete control of the concession operation and it is their sole responsibility to ensure that all food and beverage handling meets all applicable local, county and state rules. The Park District shall not be involved in the concession operation in any way and shall not be responsible for any loss or stolen inventory or equipment. Abuse of or not following proper procedures can result in the loss of the privilege of using the concession stand.
 - j. CSYFA will assist Park District staff with the removal of trash from the playing field, concession area and areas under the bleachers at the conclusion of all games as scheduled.
14. 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 provided to Cheerleading will be rented at a discount rate on an individual basis. Should CSYFA wish to use space when the facility is closed, they will need to pay all applicable fees and charges.

15. CSYFA shall be responsible for damages to fields used when deemed NOT playable by the Park District.
 - a. CSYFA 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 the affiliate will be invoiced.

III. Rental/Usage Fee

1. CSYFA will pay to the Park District an annual usage fee per player for expenses directly incurred for the CSYFA'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 organizations. The per player fee for 2023 will be \$61 for youth football. 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
2. CSYFA 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.
3. CSYFA will be invoiced for the following:
 - a. Seasonal affiliate fee.
 - b. Field lights at GNHS
4. If any invoice received by CSYFA is not paid within 30 days of the date of the Park District invoice, CSYFA 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 CSYFA with space in their seasonal program guide and website to advertise standard program information. The CSYFA is responsible for providing information for the advertisement, and the Park District will design the advertisement. A direct link to the CSYFA website will also be included on the Park District website.

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

V. Insurance and Indemnification

The CSYFA 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 CSYFA activities:

1. Commercial General and Umbrella Liability Insurance

CSYFA 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 CSYFA 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 CSYFA 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 CSYFA 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 CSYFA 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 CSYFA'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 CSYFA shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

The Park District shall have the right, but not the obligation, of prohibiting the CSYFA 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 CSYFA 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 CSYFA 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 CSYFA 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 CSYFA 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 CSYFA or any of CSYFA'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 CSYFA 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 CSYFA's breach of any of its obligations under, or CSYFA default of, any

provision of this agreement. This responsibility will survive the termination of this agreement.

VI. Other

- a. CSYFA is responsible for following the Park District's severe weather protocol – see attached policy.
- b. CSYFA 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 CSYFA fails to meet the conditions and/or criteria set forth in the agreement as determined by CSPD staff, CSYFA may be placed on probation or the relationship with the CSPD may be dissolved or revoked.
 1. If CSYFA is placed on probation, they will be notified of the reason by registered mail. CSYFA will have ninety (90) days from the written date of notification to make the necessary correction(s). If CSYFA makes the necessary correction(s), CSYFA will be removed from probation. If CSYFA does not make the necessary correction(s), CSYFA will remain on probation and be in jeopardy of losing its affiliate status.
 2. If CSPD decides to revoke the status of CSYFA, a written report outlining the reason(s) will be sent to CSYFA 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 CSYFA, 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 December 31, 2023. The agreement will be renewed on annual basis for a period of one year providing that CSYFA is in good standing with the Park District.
- b. The Park District retains the unilateral right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the CSYFA 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 CSYFA has breached any of its obligations under this Agreement.

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

- c. The CSYFA 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 CSYFA by the Park District shall be promptly reimbursed. This responsibility will survive the termination of this agreement.
- d. The Agreement may also be amended by the written approval of both Parties.

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

Authorized Signature of CSYFA

Authorized Signature of Carol Stream Park District

Date

Date

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: January 9, 2023
Discussion: Coyote Crossing Mini Golf Annual Report

Agenda Item # 7A

The Coyote Crossing Mini Golf 2022 Seasonal Report will be presented.

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: January 9, 2023
Discussion: The Future of Carol Stream Park District

Agenda Item # 7B

President Powers will lead this discussion.

To: Board of Commissioners
From: Sue Rini, Deputy Director
Date: January 9, 2023
Subject: Approval: Ordinance No. 565, 2023 Budget and Appropriation
in the amount of \$19,262,460 for the fiscal year January 1,
2023 to December 31, 2023 **Agenda Item # 8A**

Issue: Should the Board approve Ordinance No. 565, 2023 Budget and Appropriation Ordinance in the amount of \$19,262,460 for the fiscal year January 1, 2023 to December 31, 2023.

Background/Reasoning

- A Budget and Appropriation Ordinance outlines the District's plans for expenditures. It differs from the Levy Ordinance which outlines the acquisition of tax revenues and how they are distributed.
- Last September the staff began the budget process for the 2023 fiscal year.
- As required under state statute:
 - The Board must annually adopt a Budget and Appropriation Ordinance.
 - Staff placed the Budget and Appropriation Ordinance on public display on December 5, 2022 to fulfill the 30 day requirement.
 - A notice of a *Public Hearing* for the Budget and Appropriation Ordinance appeared in the *Daily Herald* on December 29, 2022.
 - This evening the Board will hold a *Public Hearing* to hear any public comments.
- The Ordinance meets all the requirements of the Park District Code Article 4.4 "Adoption of Budget and Passage of Annual Appropriation Ordinance Required."
- The 'Budget' column (*Page 3 of Ordinance*) reflects the budget dollars as presented to the Board in the Budget 2023 document.
- The 'Appropriation' column (*Page 3 of Ordinance*) reflects a 15% increase to the budgeted dollars to:
 - provide a contingency margin to better manage ordinary operating expenses
 - allows the park district some flexibility in generating more revenue that will offset additional expenses, and
 - eliminates the need to come back to the Board to request approval of minor amendments to the budget.

Supporting Documents:

- Ordinance No. 565, Exhibit A and Exhibit B

Cost:

N/A

Public/Customer Impact:

The Budget and Appropriation Ordinance demonstrates the careful and transparent plan of the District for budget year ending December 31, 2023.

Recommendation

That the Board makes a motion to approve Ordinance No. 565, 2023 Budget and Appropriation Ordinance in the total amount of \$19,262,460 for the fiscal year January 1, 2023 to December 31, 2023.

Ordinance No. No. 565

AN ORDINANCE ADOPTING A COMBINED ANNUAL BUDGET AND APPROPRIATING SUCH SUMS OF MONEY AS MAY BE DEEMED NECESSARY TO DEFRAID ALL NECESSARY EXPENSES AND LIABILITIES OF THE CAROL STREAM PARK DISTRICT, DUPAGE COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023, AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE, AND THE AMOUNT APPROPRIATED FOR EACH OBJECT AND PURPOSE.

WHEREAS, the Board of Park Commissioners of the Carol Stream Park District has caused this Ordinance to be prepared in tentative form as the combined annual budget and appropriation ordinance for the fiscal year beginning January 1, 2023, and ending December 31, 2023, and the Secretary of the Board has made same conveniently available for public inspection for at least thirty (30) days prior to final action thereon; and

WHEREAS, a public hearing was held as to such combined annual budget and appropriation ordinance at the Carol Stream Park District on the 9th day of January pursuant to a notice which was published in the Daily Herald, a paper having a general circulation in this district, and all other legal requirements having been complied with.

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

Section I: This Ordinance is hereby termed THE ANNUAL COMBINED BUDGET AND APPROPRIATION ORDINANCE OF THE CAROL STREAM PARK DISTRICT, DUPAGE COUNTY, ILLINOIS

Section II: That the estimates of current assets shown in the appended statements are made a part hereof and marked "Exhibit A" of this ordinance of the Carol Stream Park District, DuPage County, Illinois, for the fiscal year beginning January 1, 2023, and ending December 31, 2023. As part of the Annual Budget, it is stated:

- (a) That the estimated cash on hand at the beginning of the fiscal year is \$8,747,221
- (b) That the cash expected to be received during the fiscal year from all sources is \$16,669,798
- (c) That the estimated expenditures contemplated for the fiscal year are \$19,262,460

- (d) That the estimated cash expected to be on hand at the end of the fiscal year is \$6,154,559.
- (e) That the estimated amount of taxes to be received by the Carol Stream Park District during the fiscal year is \$10,481,387.

Section III: The amounts hereinafter set forth and appended hereto and marked "Exhibit B" are hereby budgeted and appropriated for the fiscal year beginning January 1, 2023 and ending December 31, 2023. The sums of money in the "Appropriation" Column in the amount of or as much thereof as may be authorized by law and the same are hereby appropriated for the corporate purposes of the Carol Stream Park District as therein after specified for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

Section IV: That all unexpected balances of any item or items or any general appropriations made in this ordinance be expended in making up any insufficiency in any item or items in the same general appropriations made for this ordinance.

Section V: That all unexpected balances from annual appropriations of previous years are hereby re-appropriated.

Section VI: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VII: If any item, or portion thereof, of this ordinance is held invalid, such decision shall not affect the validity of the remaining portion of such item or the remaining portion of this ordinance.

Section VIII: The passage by the Board of Commissioners of the Carol Stream Park District of this 2023 Combined Annual Budget Appropriation Ordinance, including the "Appropriation" column, shall not be interpreted to authorize the expenditure within any fund of any amount greater than the amount budgeted for each fund in the "Budget" column.

Section IX: This ordinance shall be in full force and effect from and after its passage and publication in the manner provided by law. A certified copy of this ordinance shall be filed with the County Clerk of DuPage County, Illinois, together with the certificate of the Chief Fiscal Officer of the Park District within thirty (30) days after its passage and approval as provided by law.

Passed by the Board of Commissioners of the Carol Stream Park District, DuPage County, Illinois, on the 9th day of January, 2023.

Summary of Budgeted & Appropriated Funds

SUMMARY	BUDGET	APPROPRIATION
Corporate Fund	\$3,321,901	3,820,186
Recreation Fund	5,861,917	6,741,205
Special Recreation Fund	800,745	920,857
Bond & Interest Fund	5,553,098	6,386,062
Capital Improvement Funds	3,724,799	4,283,519
Grand Total	\$19,262,460	\$22,151,829

Roll Call Vote

Ayes: _____

Nays: _____

Absent: _____

Jim Reuter, Secretary
Board of Park Commissioners
Carol Stream Park District
Carol Stream, Illinois

Approved by the Board of Commissioners the 9th day of January 2023.

Tim Powers, President
Board of Park Commissioners
Carol Stream Park District
Carol Stream, Illinois

Certificate of Estimate of Revenues for Fiscal year 2023

TREASURER'S CERTIFICATE OF ESTIMATED REVENUE FOR THE
CAROL STREAM PARK DISTRICT, DUPAGE COUNTY, ILLINOIS

I, Susan L. Rini, do hereby certify that I am duly qualified and elected
TREASURER of the Carol Stream Park District, DuPage County, Illinois, and
as such official I do further certify that the estimated revenue by source
anticipated to be received by the Carol Stream Park District for the fiscal
year beginning January 1, 2023, and ending December 31, 2023, to be as
follows:

SOURCE	AMOUNT
Tax Revenue	\$10,481,387
Interest	107,100
Rentals	436,277
Donations/Grants	1,000,000
Sponsorships	22,000
Concession Sales	359,719
Other Income	545,178
Program Revenue	3,718,137

IN WITNESS THEROF, I have hereunto affixed my official signature
and the corporate seal of the Carol Stream Park District at Carol Stream,
Illinois, on this 9th day of January 2023.

Susan L. Rini, Treasurer
Carol Stream Park District

(SEAL)

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 9th day of January, insofar as same relates to the adoption of Ordinance No. 565 entitled:

AN ORDINANCE adopting a Combined Annual Budget and Appropriating such sums of money as may be deemed necessary to defray all necessary expenses and liabilities of the Carol Stream Park District, DuPage County, Illinois, for the fiscal year beginning January 1, 2023, and ending December 31, 2023, and specifying the objects and purposes for which such appropriations are made, and the amount appropriated for each object and purpose.

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 9th day of January 2023.

(SEAL)

Secretary, Board of Park Commissioners

**Carol Stream Park District
Budget 2023**

EXHIBIT A

Fund #	FUND	Beginning Fund Balance 1/1/2022	Estimated YTD Revenue FY 2022	Estimated YTD Expenses FY 2022	Estimated Net FY 2022	Est. Ending Fund Balance 12/31/2022	Budgeted TAXES FY 2023	Budgeted Other Revenue FY 2023	Budgeted Expenses FY 2023	Budgeted Net FY 2023	Est. Ending Fund Balance 12/31/2023
10-10	Corporate - Finance/Administration	\$ 1,012,141	\$ 2,338,738	\$ 756,354	\$ 1,582,384		\$ 2,249,120	\$ 332,675	\$ 840,393	\$ 1,741,402	
10-12	Corporate - Marketing/Communication		\$ -	\$ 177,500	\$ (177,500)			\$ -	\$ 200,734	\$ (200,734)	
10-15	Corporate - Parks		\$ 12,279	\$ 960,609	\$ (948,330)			\$ 12,500	\$ 1,110,939	\$ (1,098,439)	
10-28	Corporate - Maintenance Facility		\$ -	\$ 32,250	\$ (32,250)			\$ -	\$ 29,131	\$ (29,131)	
10-62	Corporate - Registration Services		\$ -	\$ 164,005	\$ (164,005)			\$ -	\$ 213,297	\$ (213,297)	
10-00	Paving & Lighting	\$ 74,824	\$ 49,800	\$ 11,092	\$ 38,708	\$ 113,532	\$ 25,000	\$ 69,110	\$ (44,110)	\$ 69,422	
10-00	F.I.C.A.	\$ 173,792	\$ 234,060	\$ 275,083	\$ (41,023)	\$ 132,769	\$ 310,000	\$ 330,051	\$ (20,051)	\$ 112,718	
10-00	Audit	\$ 12,895	\$ 24,402	\$ 23,360	\$ 1,042	\$ 13,937	\$ 19,300	\$ 23,780	\$ (4,480)	\$ 9,457	
10-00	Liability Insurance	\$ 209,429	\$ 199,200	\$ 187,638	\$ 11,562	\$ 220,991	\$ 140,000	\$ -	\$ 190,563	\$ (50,563)	\$ 170,428
10-00	IMRF	\$ 156,490	\$ 288,840	\$ 287,877	\$ 963	\$ 157,453	\$ 295,000	\$ 311,903	\$ (16,903)	\$ 140,550	
11-00	Corporate - Repair/Replacement	\$ 116,012	\$ 21,535	\$ -	\$ 21,535			\$ 28,800	\$ 2,000	\$ 26,800	
	Total Corporate	\$ 1,755,583	\$ 3,168,854	\$ 2,875,768	\$ 293,086	\$ 2,048,669	\$ 3,038,420	\$ 373,975	\$ 3,321,901	\$ 90,494	\$ 2,139,163
20-10	Recreation - Finance/Administration	\$ 685,136	\$ 1,243,889	\$ 202,524	\$ 1,041,365		\$ 1,234,947	\$ 3,590	\$ 205,271	\$ 1,033,266	
20-12	Recreation - Marketing/Communication		\$ -	\$ 47,148	\$ (47,148)			\$ -	\$ 53,973	\$ (53,973)	
20-13	Recreation - FountainView Facility		\$ 33,079	\$ 468,594	\$ (435,515)			\$ 16,356	\$ 440,258	\$ (423,902)	
20-14	Recreation - Concessions		\$ 314,601	\$ 202,145	\$ 112,456			\$ 332,649	\$ 211,745	\$ 120,905	
20-15	Recreation - Facility Services		\$ -	\$ 435,176	\$ (435,176)			\$ -	\$ 491,553	\$ (491,553)	
20-23	Recreation - Simkus Facility		\$ 95	\$ 150,926	\$ (150,831)			\$ -	\$ 151,202	\$ (151,202)	
20-24	Recreation - Coral Cove Facility		\$ -	\$ 126,739	\$ (126,739)			\$ -	\$ 125,887	\$ (125,887)	
20-26	Recreation - Evergreen Gym Facility		\$ -	\$ 9,540	\$ (9,540)			\$ -	\$ 9,544	\$ (9,544)	
20-27	Recreation - Elk Trail Facility		\$ 1,807	\$ 4,169	\$ (2,362)			\$ -	\$ -	\$ -	
20-60	Recreation - Programs		\$ 4,094,863	\$ 3,128,263	\$ 966,600			\$ 4,292,793	\$ 3,935,063	\$ 357,729	
20-62	Recreation - Registration Services		\$ -	\$ 96,540	\$ (96,540)			\$ -	\$ 114,454	\$ (114,454)	
20-64	Recreation - McCaslin Fields		\$ -	\$ 57,007	\$ (57,007)			\$ -	\$ 41,890	\$ (41,890)	
20-65	Recreation - Miniature Golf		\$ -	\$ 25,159	\$ (25,159)			\$ -	\$ 27,243	\$ (27,243)	
12-00	Recreation - Repair/Replacement	\$ 479,124	\$ 116,795	\$ 49,662	\$ 67,133			\$ 151,548	\$ 53,834	\$ 97,714	
	Total Recreation	\$ 1,164,260	\$ 5,805,129	\$ 5,003,592	\$ 801,537	\$ 1,965,797	\$ 1,234,947	\$ 4,796,936	\$ 5,861,917	\$ 169,966	\$ 2,135,763
								\$ 9,183,818			
25	Special Recreation Fund	\$ 385,298	\$ 626,957	\$ 873,688	\$ (246,731)	\$ 138,567	\$ 660,771	\$ 2,500	\$ 800,745	\$ (137,474)	\$ 1,093
29	Working Cash Fund	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
30	Bond & Interest Fund	\$ 1,535,201	\$ 5,432,846	\$ 5,449,233	\$ (16,387)	\$ 1,518,814	\$ 5,547,249	\$ -	\$ 5,553,098	\$ (5,849)	\$ 1,512,965
34	Capital Projects Fund	\$ 86,810	\$ -	\$ 34,878	\$ (34,878)	\$ 51,932	\$ -	\$ -	\$ 45,050	\$ (45,050)	\$ 6,882
35	Cash-in-Lieu Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	Referendum Capital Projects Fund	\$ 3,702,789	\$ 666,286	\$ 1,445,633	\$ (779,347)	\$ 2,923,442	\$ -	\$ 1,015,000	\$ 3,679,749	\$ (2,664,749)	\$ 258,693
	Total	\$ 8,729,940	\$ 15,700,071	\$ 15,682,791	\$ 17,280	\$ 8,747,221	\$ 10,481,387	\$ 6,188,411	\$ 19,262,460	\$ (2,592,662)	\$ 6,154,559

CAROL STREAM PARK DISTRICT
 AMOUNTS BUDGETED AND APPROPRIATED

EXHIBIT B

	BUDGETED	APPROPRIATED	
(A) CORPORATE FUND			
Salaries	\$1,386,788	\$1,594,806	
Benefits	\$834,439	\$959,605	
Auditing	\$23,780	\$27,347	
Utilities	\$60,753	\$69,866	
Services	\$627,878	\$722,060	
Supplies	\$165,390	\$190,199	
Insurance	\$135,263	\$155,552	
Miscellaneous	\$16,500	\$18,975	
Capital Improvements	\$71,110	\$81,777	
 Total		 \$3,321,901	 \$3,820,186
 (B) RECREATION FUND			
Salaries	\$2,915,147	\$3,352,419	
Benefits	\$241,666	\$277,916	
Utilities	\$449,332	\$516,732	
Services	\$1,464,118	\$1,683,736	
Supplies	\$543,315	\$624,812	
Miscellaneous	\$194,505	\$223,681	
Capital Improvements	\$53,834	\$61,909	
 Total		 \$5,861,917	 \$6,741,205
 (C) SPECIAL RECREATION			
Salaries	\$12,814	\$14,736	
Benefits	\$551	\$634	
Services	\$72,870	\$83,801	
WDSRA Allocation	\$314,443	\$361,609	
Supplies	\$8,000	\$9,200	
Interfund Transfers	\$31,997	\$36,797	
Capital Improvements	\$360,070	\$414,081	
 Total		 \$800,745	 \$920,857
 (D) BOND & INTEREST FUND			
Services	\$4,400	\$5,060	
Debt Service	\$5,548,698	\$6,381,002	
 Total		 \$5,553,098	 \$6,386,062

CAROL STREAM PARK DISTRICT
AMOUNTS BUDGETED AND APPROPRIATED

EXHIBIT B

	BUDGETED	APPROPRIATED	
(E) CAPITAL IMPROVEMENT FUNDS			
Interfund Transfers	\$0	\$0	
Capital Improvements	\$3,724,799	\$4,283,519	
Total		\$3,724,799	\$4,283,519
(F) CASH-IN-LIEU FUND			
Capital Improvements	\$0	\$0	
Total		\$0	\$0
TOTAL BUDGET AND APPROPRIATION		\$19,262,460	\$22,151,829