



Oak Brook Park District Board Packet

June 17, 2024

We strive to provide the **very best** in **park** and **recreational opportunities, facilities,** and **open lands** for **our community.**

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

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Agenda and Agenda Vote



AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
June 17, 2024 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL
2. OPEN FORUM
3. CONSENT AGENDA
 - a. APPROVAL OF THE JUNE 17, 2024 AGENDA
 - b. APPROVAL OF MINUTES
 - i. May 20, 2024 Regular Board Meeting Minutes
 - c. APPROVAL OF FINANCIAL STATEMENT ENDING MAY 31, 2024
 - i. Warrant 685
4. STAFF RECOGNITION
 - a. Alli Siamis, Human Resource & Risk Manager
 - b. Mallory Price, Administrative Services Specialist
5. COMMUNICATIONS/PROCLAMATIONS
 - a. Board of Commissioners to Share Communications
 - b. Proclamation “July is Park and Recreation Month”
6. REPORTS:
 - a. Administration and Enterprise Operations Report
 - b. Finance and Human Resources Report
 - c. Recreation and Communications Report
 - d. Parks and Facilities Report
7. UNFINISHED BUSINESS
 - a. Family Aquatic Center Paint Project Bid
 - b. Unsupervised Minimum Age for Facility Usage
 - c. Objectives and Key Results
 - d. Purchase of Life Floor Material and Installation through Buy Board Purchasing Cooperative
 - e. Renewal of the Intergovernmental Agreement between the Board of Education of Butler School District #53 and the Oak Brook Park District for a Before and After School Program for School Year 2024-2025 through 2027-2028. (Dolphin Station)
 - f. Approval of a Travel Expense for Commissioner Attendance at the National Recreation and Park Association Conference held in Atlanta, Georgia, October 8-10, 2024





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8. NEW BUSINESS

- a. Asphalt Replacement Project
- b. Revision to Personnel Policy Manual Section 3.10 Time-Off Benefits - Bereavement Leave
- c. Resolution No. 24-0715: A Resolution of The Oak Brook Park District Approving and Adopting Debt Management Policy.

9. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON JULY 15, 2024, 6:30 P.M.

10. ADJOURNMENT

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.





AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
June 17, 2024 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL

[Call to Order the Regular Meeting of the Oak Brook Park District Board of Commissioners and ask the Recording Secretary to conduct the Roll Call.]

2. OPEN FORUM *[Ask whether there are any Public Comments under “Open Forum.” If necessary, the President may advise speakers to observe the rules set forth in Section 1.1VII B of the Rules of the Board of Park Commissioners.]*

3. CONSENT AGENDA

*[Request a Motion (and a Second) to approve taking a Single Omnibus Vote on the Consent Agenda, as Presented. **Roll Call Vote—VOTE MUST BE UNANIMOUS.***

*Then ask for a Motion (and a Second) to approve the Consent Agenda, as presented. **Roll Call Vote...**]*

a. APPROVAL OF THE JUNE 17, 2024 AGENDA

b. APPROVAL OF MINUTES

i. May 20, 2024 Regular Board Meeting Minutes

c. APPROVAL OF FINANCIAL STATEMENT ENDING MAY 31, 2024

i. Warrant 685

4. STAFF RECOGNITION *[Welcome Alli Siamis, Human Resource & Risk Manager, and Mallory Price, Administrative Services Specialist.]*

a. Alli Siamis, Human Resource & Risk Manager

b. Mallory Price, Administrative Services Specialist

5. COMMUNICATIONS/PROCLAMATIONS *[For Review and Discussion Only]*

a. Board of Commissioners to Share Communications

b. Proclamation “July is Park and Recreation Month”

6. REPORTS *[For Review and Discussion Only]*

a. Administration and Enterprise Operations Report

b. Finance and Human Resources Report

c. Recreation and Communications Report

d. Parks and Facilities Report

7. UNFINISHED BUSINESS

a. Family Aquatic Center Paint Project Bid *[Request a Motion and a Second to accept the bid from CertaPro Painters of La Grange for the Family Aquatic Center Paint Project and to*





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- approve an agreement between the Oak Brook Park District and CertaPro Painters of La Grange for a total cost not-to-exceed \$39,750. **Roll Call Vote...***
- b. Unsupervised Minimum Age for Facility Usage *[Request a Motion and a Second to approve the updated Unsupervised Minimum Age for Facility Usage. **Roll Call Vote...**]*
 - c. Objectives and Key Results *[Request a Motion and a Second to approve the Objectives and Key Results for May 1, 2024 – April 30, 2025. **Roll Call Vote...**]*
 - d. Purchase of Life Floor Material and Installation through Buy Board Purchasing Cooperative *[Request a Motion and a Second to accept the proposal from Progressive Commercial Aquatics for the purchase of Life Floor and installation and to approve an agreement between the Park District and Progressive Commercial Aquatics for a total cost not-to-exceed \$235,994.62. **Roll Call Vote...**]*
 - e. Renewal of the Intergovernmental Agreement between the Board of Education of Butler School District #53 and the Oak Brook Park District for a Before and After School Program for School Year 2024-2025 through 2027-2028. (Dolphin Station) *[Request a Motion and a Second to approve the renewal of the Intergovernmental Agreement between the Board of Education of Butler School District #53 & the Oak Brook Park District for a Before and After School Program for School Years 2024-2025 through 2027- 2028. **Roll Call Vote...**]*
 - f. Approval of a Travel Expense for Commissioner Attendance at the National Recreation and Park Association Conference held in Atlanta, Georgia, October 8-10, 2024 *[Request a Motion and a Second to approve the Travel Expenses for Commissioner Attendance at the National Recreation and Park Association Conference held October 8-10, 2024 in Atlanta, GA (Please state names of the commissioners attending the conference when making the motion.). **Roll Call Vote...**]*
8. **NEW BUSINESS** *[For Review and Discussion Only]*
- a. Asphalt Replacement Project
 - b. Revision to Personnel Policy Manual Section 3.10 Time-Off Benefits - Bereavement Leave
 - c. Resolution No. 24-0715: A Resolution of The Oak Brook Park District Approving and Adopting Debt Management Policy
9. **THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON JULY 15, 2024, 6:30 P.M.** *[Announce the Next Regular Meeting of the Oak Brook Park District Board of Park Commissioners will be held on July 15, 2024, 6:30 p.m.]*
10. **ADJOURNMENT** *[Request a Motion and a Second to adjourn the June 17, 2024 Regular Meeting of the Oak Brook Park District Board of Commissioners. **Voice Vote, All in Favor...**]*

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Regular Meeting
Oak Brook Park District Board of Commissioners
May 20, 2024

Minutes

MINUTES
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
May 20, 2024 – 6:30 p.m.
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1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL

President Knitter called to order the Regular Meeting of the Oak Brook Park District at the hour of 6:37 p.m. Commissioners Gondek, Suleiman, Vescovi, and President Knitter answered “present” from the Oak Brook Park District Family Recreation Center, Canterbury Conference Room. Also present in Canterbury Conference Room was Laure Kosey, Executive Director; Marco Salinas, Chief Financial Officer; Bob Johnson, Deputy Director; Robert Pechous, Director of Recreation and Communications; and Steve Adams, District Attorney.

- a) Approval by a majority of Commissioners present to allow Commissioner Ivana Ivkovic Kelley to attend the meeting by audio conference, as she was unable to physically attend because of an Emergency as provided in section I-G-1 of the Board Rules.

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Gondek, to approve the remote audio attendance by Commissioner Ivkovic Kelley.

There was no additional discussion, and the motion passed by roll call vote.

Ayes: Commissioners Gondek, Suleiman, Vescovi, and President Knitter

Nays: None

2. OPEN FORUM

President Knitter asked if there were any public comments, each would have 5 minutes to comment.

Mr. Donald Adler, an Oak Brook resident, suggested that either a Board member or an employee be appointed Secretary of the Board. He then asked if the Board modifies the District Master and Strategic Plan or only review and discuss.

President Knitter answered that the Board reviews the District Master and Strategic Plans then submits questions. These have been reviewed for years and the modifications have been ongoing.

Mr. Adler stated that in the Master Vision there is no acknowledgement that the Park District primarily exists for the interest of the Oak Brook residents. Instead, there is a reference to the community. Mr. Adler continued to state that “The Doings” reported that about a third of the Oak Brook residents utilize the Park District. Mr. Adler does not want to subsidize the nonresident use of the Park District.

Ms. Nancy Parenti, an Oak Brook resident, stated that the nonresidents pay a higher fee than residents; in her opinion, Oak Brook residents are not subsidizing nonresidents. She continued to thank the Board, and she listed some of the Park District’s accomplishments. Ms. Parenti suggested

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residents look at the bigger picture instead of focusing on the smaller items, and she can share her list of Park District accomplishments with the Board.

3. CONSENT AGENDA

- a. APPROVAL OF THE MAY 20, 2024 AGENDA
- b. APPROVAL OF MINUTES
 - i. April 15, 2024 Regular Board Meeting Minutes
- c. APPROVAL OF FINANCIAL STATEMENT ENDING APRIL 30, 2024
 - i. Warrant 684

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve taking a single omnibus vote on the Consent Agenda as presented.

There was no additional discussion, and the motion passed by roll call vote.

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, Vescovi, and President Knitter
Nays: None

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Gondek, to approve the Consent Agenda.

There was no additional discussion, and the motion passed by roll call vote.

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, Vescovi, and President Knitter
Nays: None

4. ANNUAL MEETING

- a. Election of Park Board President and Vice President

President Knitter asked for nominations for Board President.

Commissioner Suleiman nominated Sharon Knitter as President of the Oak Brook Park District Board of Commissioners.

No other nominations were made, and President Knitter closed nominations.

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to elect Sharon Knitter as President of the Oak Brook Park District Board of Commissioners.

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The motion passed by voice vote, and Sharon Knitter became President of the Oak Brook Park District Board of Commissioners.

President Knitter asked for nominations for Board Vice President.

President Knitter nominated Laura Suleiman as Vice President of the Oak Brook Park District Board of Commissioners.

No other nominations were made, and President Knitter closed nominations.

Motion: President Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to elect Lara Suleiman as Vice President of the Oak Brook Park District Board of Commissioners.

The motion passed by voice vote, and Lara Suleiman became Vice President of the Oak Brook Park District Board of Commissioners.

b. Appointment of Board Secretary and Treasurer

President Knitter stated that the current Board Secretary is the Executive Director, Laure Kosey.

President Knitter proposed that since the Board's Secretary has traditionally been the Executive Director, Laure Kosey, should be reappointed to serve as Secretary unless any Board member has an objection.

There was no discussion, and the Board moved to vote.

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Gondek, to appoint the Executive Director, Laure Kosey, as Secretary of the Oak Brook Park District Board of Commissioners.

The motion passed by voice vote, and Executive Director, Laure Kosey, became Secretary of the Oak Brook Park District Board of Commissioners.

President Knitter asked for nominations for Board Treasurer.

Commissioner Suleiman nominated Ivana Ivkovic Kelley for Board Treasurer.

No other nominations were made, and President Knitter closed nominations.

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Gondek, to elect Ivana Ivkovic Kelley as Treasurer by voice vote.

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The motion passed by voice vote to elect Ivana Ivkovic Kelley as Treasurer of the Oak Brook Board of Commissioners.

5. STAFF RECOGNITION

- a. None

6. COMMUNICATIONS/PROCLAMATIONS

- a. Board of Commissioners to Share Communications

President Knitter announced that this year's Pink 5k had the highest attendance.

Commissioner Suleiman added that the donations are going to local hospitals.

Commissioner Gondek stated that Oak Brook First had two new membership signups and 8-10 residents took advantage of that day. He suggested having the Homeowners Association share the information about Oak Brook First to the residents.

President Knitter agreed that the Homeowners Association would be a good way to circulate Oak Brook Park District information.

- b. Review of the Oak Brook Park District Master Vision 2020-2030

Dr. Laure Kosey reported that the Master Vision was created in 2020 and is a ten-year document that is reviewed every six months in May and November.

- c. Review of the Oak Brook Park District Strategic Plan 2020-2024

Dr. Kosey stated that within the Master Vision is the Strategic Plan. Tasks will be reviewed in November; some items such as the Tennis Revamp Tennis Courts will be moved to next year's strategic plan. The 2025-2030 Strategic Plan will be worked on in August 2024 with it being ready by November 2024.

- d. Articles of Agreement for Gateway Special Recreation Association

Dr. Kosey reported that the Gateway Special Recreation Association is composed of eight different communities of which Oak Brook is one. Willowbrook is another community but will discontinue participation in Gateway, which will cause the fee to increase for the remaining communities.

President Knitter asked why Willowbrook is discontinuing.

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Dr. Kosey stated that Willowbrook was not happy with the services of Gateway. Once the contract and agreement are in place, marketing plans will begin to encourage other communities to participate which will then decrease the fee.

e. Gold Medal Finalist

Dr. Kosey announced that the Park District is a Gold Medal Finalist for Category 5, population of 30,000 or less. Staff are working on the video, photos, and dialogue submission to continue the process. The Park District efforts in the Master Vision and Strategic Plan, DEI, and partnerships are valued components of the application process.

President Knitter stated that winning is not the most important factor of the Gold Medal process, but the work that goes into making the Park District a better agency by applying also keeps the Park District disciplined.

Dr. Kosey reported that the winner will be announced in October at the National Conference in Atlanta, GA.

7. REPORTS:

a. Administration and Enterprise Operations Report

Dr. Laure Kosey presented her report, which can be found in the Park District's records.

Dr. Kosey encouraged the Commissioners to attend Tom's Try-athlon on Saturday, June 1st, 8:00 am.

President Knitter added that Tom Truedson, a longtime Commissioner, is sponsoring this triathlon.

Dr. Kosey reported that the Tennis Center is doing well hosting the Nazareth Academy on the outdoor courts for practice and matches.

President Knitter recognized Commissioner Ivkovic Kelley's son in winning first place in his age group at a USGA hosted tennis tournament.

Dr. Kosey proposed the Objective and Key Results (OKRs) for 2024-2025. There is no cost for Full-Time employees. There is a payout to Part-Time employees if all four of the OKRs are met.

Commissioner Suleiman recommended reviewing an OKR concerning the audit presentation that the Park District is applying for.

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Dr. Kosey stated that the audit presentation is the GFOA Budget Award. Team Building met to organize and present the budget items to apply for the GFOA Budget Award.

Commissioner Suleiman communicated that this award application is a good example of how the Park District can improve even though the award will not yield money.

b. Finance and Human Resources Report

Mr. Marco Salinas presented his report, which can be found in the Park District's records.

Mr. Salinas reported on the past twelve months of the 2023/2024 fiscal year (FY). Although the FY has ended April 30, 2024, staff are still processing invoices from the 2023/2024 FY so expenditures will go up. There will be audit adjustments so the Tennis Center and General Fund surplus will decline. The Recreation Fund also has a surplus, and the HVAC expense will move to this current FY. The final report will be at the October Board meeting.

Commissioner Suleiman asked where the revenue for IT came from.

Mr. Robert Pechous answered that some of the revenue came from the surplus equipment, but most came from a Zoom lawsuit settlement money.

c. Recreation and Communications Report

Mr. Robert Pechous presented his report, which can be found in the Park District's records.

Mr. Pechous reported that there has been a major increase in Pickleball private rentals compared to last year's FY, the Pioneers lecture series at Central Park West (CPW) have been very popular, and Kate Sniegowski, Recreation Manager, has moved to the Recreation Department and will be working on Concessions and Cultural Arts starting in the Fall.

Mr. Pechous stated that the fiber data lines are installed at Concessions so cashless payments such as Apple Pay can be made. Staff will be observing the trend of the items sold at Concessions.

Mr. Pechous reported that the Pink 5K had many sponsorships, and Oak Brook First was discussed earlier during Communications/Proclamations.

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President Knitter suggested that Marketing reach out to the library and add Oak Brook First to their flyer of activities.

d. Parks and Facilities Report

Mr. Bob Johnson presented his report, which can be found in the Park District's records.

Mr. Johnson stated that the Landscape Specialist has been placing tulle fabric around young trees to protect them from Cicadas.

Mr. Johnson reported that Mr. Rob Bond, Superintendent of Aquatic and Maintenance Operations, completed the Financial Sustainability Certification program, and Mr. Bond also attended the IPRA DEI institute. Mr. Grant Gilchrist, Aquatic Manager, attended the IPRA Aquatic Roundtable.

Mr. Johnson announced that the Master Swim Team has four swimmers who qualified for the Illinois State Championships in May for the Small Teams category.

Mr. Johnson reported that preventative maintenance for rooftop HVAC units has been completed. Staff, primarily in Aquatics, are receiving estimates for summer projects.

Mr. Johnson stated that Maintenance is preparing Splash Island for the coming weekend.

President Knitter asked if there will be a Dog Day at Splash Island.

Commissioner Gondek stated that Hinsdale has a Dog Day at closing.

Mr. Johnson concluded with the demoing of a new treadmill that members can provide feedback by scanning the QR code on the treadmill.

8. UNFINISHED BUSINESS

- a. Ordinance 24-0520: An Ordinance for Transferring Anticipated Unexpended Funds from Certain Appropriation Items to Other Items of Appropriation

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve Ordinance 24-0520: An Ordinance for Transferring Anticipated Unexpended Funds from Certain Appropriation Items to Other Items of Appropriation.

There was no additional discussion, and the motion passed by roll call vote.

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Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, Vescovi, and President Knitter
Nays: None

b. Section 1.9 Policy for the Administration of Key/Key Card Access

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Gondek, to approve Section 1.9 Policy for the Administration of Key/Key Card Access.

President Knitter asked for a confirmation that these keys are for employees and staff as a policy.

Dr. Kosey confirmed that this Key Policy is for employees and staff.

The motion passed by roll call vote.

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, and President Knitter
Nays: Vescovi

c. Buy Board National Purchasing Cooperative

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve the Buy Board National Purchasing Cooperative.

There was no additional discussion, and the motion passed by roll call vote.

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, Vescovi, and President Knitter
Nays: None

d. Family Recreation Center Roof Replacement Phase 3

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ron Gondek, to approve the Family Recreation Center Roof Replacement Phase 3.

There was no additional discussion, and the motion passed by roll call vote.

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, Vescovi, and President Knitter
Nays: None

e. IPRA Environmental Report Card for Oak Brook Park District

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve the IPRA Environmental Report Card for Oak Brook Park District.

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President Knitter asked if there is anything that should be added to the IPRA Environmental Report Card.

Mr. Johnson stated that there is a new version of the report card, however, IPRA recommended using the current version and not using the new version. Mr. Johnson communicated that we should view the whole operation to improve sustainability from transitioning to earth revenue products to alternative energy powered vehicles.

The motion passed by roll call vote.

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, Vescovi, and President Knitter
Nays: None

f. HVAC Rooftop Units Replacement

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Ivkovic Kelley, to approve the HVAC Rooftop Unit Replacement.

Mr. Johnson reported that the cost decreased after the Trane team reevaluated the HVAC units.

The motion passed by roll call vote.

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, Vescovi, and President Knitter
Nays: None

9. NEW BUSINESS

a. Tennis Center Window Replacement Bid

Dr. Kosey stated that the original windows need to be replaced.

b. Family Aquatic Center Paint Project Bid

Mr. Johnson reported that all the Aquatics vertical walls will be painted. The Family Recreation Center facelift will take place in the Fall.

Dr. Kosey added that the walls are also original.

President Knitter asked about the palette so that there is more cohesiveness with the tile and paint.

Mr. Bond stated that they would like to brighten it up with possibly soft blue and keep some dark blue. Palette will be included in the contract.

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c. Unsupervised Minimum Age for Facility Usage

Dr. Kosey reported that the age guideline was not consistent, so staff are trying to make the ages consistent in all the building. Overall, fourteen years old will be the minimum age to utilize the fitness center, gym, aquatic, and Tennis Center.

Commissioner Suleiman asked whether there would be a limited number of underage children under the care of a young guardian.

Dr. Kosey answered there is not a limited number.

President Knitter asked if there were any issues with too many young children for a young guardian.

Mr. Steve Adams stated that there is a general use ordinance if behavior is unruly by young children.

President Knitter suggested the Park District monitor the 14-year-old use.

d. Objectives and Key Results

Dr. Kosey requested the Board review the updated Objective and Key Results (OKRs). Staff and Leadership Team updated OKRs to be challenging yet also maintaining the previous OKRs.

e. Purchase of Life Floor Material and Installation through Buy Board Purchasing Cooperative

Dr. Kosey reported that the Board approved the Coop, so the Coop will now be able to help purchase the Life Floor Material and Installation.

Commissioner Suleiman confirmed that the palette will coordinate well with Splash Island to create a “timeless look.”

f. Resolution 24-0521: A Resolution Appointing the Human Resource and Risk Manager of the Oak Brook Park District as the Authorized Agent with the Illinois Municipal Retirement Fund (*Requires Waiving the Board Rules to Approve at this Meeting.*)

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Gondek, to waive the Board Rules to approve at this meeting for Resolution 24-0521: A Resolution Appointing the Human Resource and Risk Manager of the Oak Brook Park District as the Authorized Agent with the Illinois Municipal Retirement Fund.

There was no additional discussion, and the motion passed by roll call vote.

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Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, Vescovi, and President Knitter
Nays: None

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Gondek, to approve Resolution 24-0521: A Resolution Appointing the Human Resource and Risk Manager of the Oak Brook Park District as the Authorized Agent with the Illinois Municipal Retirement Fund.

There was no additional discussion, and the motion passed by roll call vote.

Ayes: Commissioners Gondek, Ivkovic Kelley, Suleiman, Vescovi, and President Knitter
Nays: None

- g. Renewal of the Intergovernmental Agreement between the Board of Education of Butler School District #53 and the Oak Brook Park District for a Before and After School Program for School Year 2024-2025 through 2027-2028. (Dolphin Station)

Dr. Kosey communicated that the Dolphin Station is a before and after school care collaboration with Butler School District #53 and Oak Brook Park District. This is a review of the intergovernmental agreement.

Commissioner Vescovi asked if the Park District will charge for this school care.

Dr. Kosey answered patrons register with the Park District and there is a charge.

Mr. Pechous stated the Park District stopped having Dolphin Station at the school site due to COVID. Now Dolphin Station is returning to the school, so parents can pick up their child(ren) at the school again.

Commissioner Vescovi asked if food is provided to the children.

Dr. Kosey answered that morning food and afternoon snacks are provided.

President Knitter added that the participants pay for the food and snacks.

- h. Approval of a Travel Expense for Commissioner Attendance at the National Recreation and Park Association Conference held in Atlanta, Georgia, October 8-10, 2024

Dr. Kosey stated that by state law the Park District must disclose the travel expenses for Commissioners who are attending the National Conference. Commissioners Ivkovic Kelley, Suleiman, and President Knitter will attend. Commissioner Vescovi will not attend, and Commissioner Gondek will contemplate it.

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REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
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10. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON JUNE 17, 2024, 6:30 P.M.

President Knitter announced that the next Regular Meeting of the Oak Brook Park District of Park Commissioners would be held on June 17, 2024, at 6:30 p.m.

11. ADJOURNMENT

Motion: Commissioner Suleiman made a motion, seconded by Commissioner Gondek, to adjourn the May 20, 2024, regular meeting of the Oak Brook Park District Board of Commissioners. The motion passed by voice vote, and the meeting adjourned at the hour of 7:27 p.m.

Laure L. Kosey, Executive Director

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.

Financial Statement



General Fund

The General Fund is used to account for all activity of the Park District, except for activity required to be accounted for in another fund. The General Fund is comprised of the following departments:

- General Administration
- Finance
- Central Park North
- Central Park
- Saddlebrook Park
- Forest Glen Park
- Chillem Park
- Dean Nature Sanctuary
- Information Technology
- Building- Family Recreation Center
- Central Park West

Among the major activities accounted for in this fund are field and facility rentals, general administration and finance services, information technology services, facility maintenance services for our Family Recreation Center and Central Park West facility, and maintenance of our Central Park and other satellite parks.



General Fund: Revenues and Expenditures Summary (Unaudited)

Fiscal Year-to-Date Activity through May 31, 2024 and 2023

8.33% completed (1 out of 12 months)

	Fiscal Year 2024/2025- Highlighted items reflect more than 8.33% variance						FY 2024/2025 compared to FY 2023/2024- Highlighted items reflect more than 10% variance		
	Original Annual Budget	May 2024 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2023/2024 YTD Actual	Actual Higher/(Lower) than 2023/2024 YTD Actual	Percent Change
REVENUES									
Administration	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A
Finance									
Property Taxes	1,754,965	210,279	210,279	N/A	210,279	12.0%	202,965	7,314	3.6%
Personal Prop. Repl. Taxes	252,617	36,795	36,795	N/A	36,795	14.6%	62,922	(26,127)	-41.5%
Investment Income	52,000	5,385	5,385	N/A	5,385	10.4%	3,452	1,934	56.0%
Other	1,250	-	-	N/A	-	0.0%	-	-	N/A
Central Park North	90,000	6,784	6,784	N/A	6,784	7.5%	2,100	4,684	223.0%
Central Park	238,650	15,526	15,526	N/A	15,526	6.5%	22,005	(6,478)	-29.4%
Saddlebrook Park	500	-	-	N/A	-	0.0%	-	-	N/A
Forest Glen Park	500	-	-	N/A	-	0.0%	-	-	N/A
Chillem Park	250	-	-	N/A	-	0.0%	-	-	N/A
Dean Property	9,000	-	-	N/A	-	0.0%	-	-	N/A
Information Technology	133,693	-	-	N/A	-	0.0%	-	-	N/A
Building-Recreation Center	1,103,748	32,550	32,550	N/A	32,550	2.9%	31,076	1,474	4.7%
Central Park West	20,597	-	-	N/A	-	0.0%	2,185	(2,185)	-100.0%
TOTAL REVENUES	\$ 3,657,770	\$ 307,320	\$ 307,320	\$ -	\$ 307,320	8.4%	\$ 326,704	\$ (19,384)	-5.9%
EXPENDITURES									
Administration	\$ 413,556	\$ 47,789	\$ 47,789	\$ 3,413	51,202	11.6%	\$ 29,979	\$ 17,809	59.4%
Finance	317,125	18,417	18,417	725	19,143	5.8%	14,440	3,978	27.5%
Central Park North	94,954	5,507	5,507	30,631	36,138	5.8%	4,808	699	14.5%
Central Park	826,659	42,606	42,606	32,399	75,005	5.2%	41,095	1,512	3.7%
Saddlebrook Park	16,187	-	-	1,686	1,686	0.0%	-	-	N/A
Forest Glen Park	32,326	-	-	1,605	1,605	0.0%	2,499	(2,499)	-100.0%
Chillem Park	7,481	-	-	627	627	0.0%	-	-	N/A
Dean Property	40,423	-	-	1,197	1,197	0.0%	-	-	N/A
Professional Services	31,000	-	-	7,185	7,185	0.0%	-	-	N/A
Information Technology	349,743	20,535	20,535	44,083	64,618	5.9%	7,656	12,880	168.2%
Building-Recreation Center	1,145,015	70,589	70,589	69,094	139,684	6.2%	48,927	21,663	44.3%
Central Park West	57,990	2,001	2,001	4,815	6,815	3.5%	2,145	(144)	-6.7%
TOTAL EXPENDITURES	\$ 3,332,459	\$ 207,445	\$ 207,445	\$ 197,460	\$ 404,905	6.2%	\$ 151,548	\$ 55,897	36.9%
TRANSFERS OUT	\$ 502,000	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	N/A
TOTAL EXPENDITURES AND TRANSFERS OUT	\$ 3,834,459	\$ 207,445	\$ 207,445	\$ 197,460	\$ 404,905	5.4%	\$ 151,548	\$ 55,897	36.9%
REVENUES OVER (UNDER) EXPENDITURES AND TRANSFERS OUT	\$ (176,689)	\$ 99,875	\$ 99,875	\$ (197,460)	\$ (97,585)	-56.5%	\$ 175,157	\$ (75,282)	-43.0%

Note 1 Fiscal year 2024/2025 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2023/2024, the highlighted items reflect a variance of +/-10.00% or greater.

Note 2 Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expenditure and are used by staff to manage spending activity.

Oak Brook Park District
Schedule of Ending Monthly Unrestricted Fund Balance- General Fund

Actuals- Unaudited

	May	June	July	August	September	October	November	December	January	February	March	April	Fiscal
	2024	2024	2024	2024	2024	2024	2024	2024	2025	2025	2025	2025	Y-T-D
Beginning Unrestricted	\$ 1,492,150												
Monthly Net Surplus/(Deficit)	99,875												\$ 99,875
Ending Unrestricted	\$ 1,592,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



Minimum (3 months Exp.)	\$ 833,115	\$ 833,115	\$ 833,115	\$ 833,115	\$ 833,115	\$ 833,115	\$ 833,115	\$ 833,115	\$ 833,115	\$ 833,115	\$ 833,115	\$ 833,115	\$ 833,115
Median (6 months Exp.)	\$ 1,666,230	\$ 1,666,230	\$ 1,666,230	\$ 1,666,230	\$ 1,666,230	\$ 1,666,230	\$ 1,666,230	\$ 1,666,230	\$ 1,666,230	\$ 1,666,230	\$ 1,666,230	\$ 1,666,230	\$ 1,666,230
Maximum (9 months Exp.)	\$ 2,499,344	\$ 2,499,344	\$ 2,499,344	\$ 2,499,344	\$ 2,499,344	\$ 2,499,344	\$ 2,499,344	\$ 2,499,344	\$ 2,499,344	\$ 2,499,344	\$ 2,499,344	\$ 2,499,344	\$ 2,499,344



Recreation Fund

The Recreation Fund is used to account for all recreation programming activity of the Park District; except for programming accounted for in our Tennis and Special Recreation funds. The Recreation Fund is comprised of the following departments:

- Recreation Administration
- Fitness Center
- Aquatic Center
- Aquatic Recreation Programming
- Childrens Programs
- Preschool Programs
- Youth Programs
- Adult Programs
- Pioneer Programs
- Special Events and Trips
- Marketing
- Capital Outlay

The primary focus of this fund is to account for recreational programming activities, client memberships, special events, preschool, and the marketing of these services. This fund also accounts for resources used to fund capital improvements.



Recreation Fund: Revenues and Expenditures Summary (Unaudited)

Fiscal Year-to-Date Activity through May 31, 2024 and 2023

8.33% completed (1 out of 12 months)

	Fiscal Year 2024/2025- Highlighted items reflect more than 8.33% variance						FY 2024/2025 compared to FY 2023/2024- Highlighted items reflect more than 10% variance		
	Original Annual Budget	May 2024 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	FY 2024/2025 YTD Actual		
							Fiscal Year 2023/2024 YTD Actual	Higher/(Lower) than 2023/2024 YTD Actual	Percent Change
REVENUES									
Administration									
Property Taxes	\$ 1,300,345	\$ 155,755	\$ 155,755	N/A	\$ 155,755	12.0%	\$ 148,169	\$ 7,586	5.1%
Personal Prop. Repl. Taxes	79,528	11,584	11,584	N/A	11,584	14.6%	19,809	(8,225)	-41.5%
Investment Income	80,000	6,214	6,214	N/A	6,214	7.8%	6,468	(253)	-3.9%
Other	3,000	994	994	N/A	994	33.1%	181	813	448.9%
Fitness Center	733,603	70,546	70,546	N/A	70,546	9.6%	68,907	1,638	2.4%
Aquatic Center	667,703	99,313	99,313	N/A	99,313	14.9%	90,456	8,857	9.8%
Aquatic Recreation Prog.	579,511	91,144	91,144	N/A	91,144	15.7%	93,392	(2,249)	-2.4%
Children's Programs	519,207	100,608	100,608	N/A	100,608	19.4%	109,942	(9,334)	-8.5%
Preschool Programs	328,366	40,938	40,938	N/A	40,938	12.5%	62,291	(21,353)	-34.3%
Youth Programs	256,813	193,880	193,880	N/A	193,880	75.5%	184,397	9,483	5.1%
Adult Programs	131,628	25,385	25,385	N/A	25,385	19.3%	20,135	5,249	26.1%
Pioneer Programs	66,973	12,804	12,804	N/A	12,804	19.1%	8,970	3,834	42.7%
Special Events and Trips	139,340	33,919	33,919	N/A	33,919	24.3%	45,977	(12,059)	-26.2%
Marketing	46,000	3,750	3,750	N/A	3,750	8.2%	8,445	(4,695)	-55.6%
Capital Outlay	-	-	-	N/A	-	N/A	-	-	N/A
TOTAL REVENUES	\$ 4,932,017	\$ 846,832	\$ 846,832	\$ -	\$ 846,832	17.2%	\$ 867,538	\$ (20,707)	-2.4%
TRANSFERS IN	\$ 150,000	-	-	N/A	-	0.0%	-	-	N/A
TOTAL REVENUES & TRANSFERS IN	\$ 5,082,017	\$ 846,832	\$ 846,832	\$ -	\$ 846,832	16.7%	\$ 867,538	\$ (20,707)	-2.4%
EXPENDITURES									
Administration	\$ 1,099,291	\$ 54,619	\$ 54,619	\$ 26,201	\$ 80,820	5.0%	\$ 38,719	\$ 15,900	41.1%
Fitness Center	535,242	20,770	20,770	24,212	44,982	3.9%	11,713	9,056	77.3%
Aquatic Center	1,158,019	56,958	56,958	54,094	111,051	4.9%	53,774	3,184	5.9%
Aquatic Recreation Prog.	302,009	19,093	19,093	17	19,110	6.3%	15,068	4,025	26.7%
Children's Programs	383,837	5,227	5,227	-	5,227	1.4%	3,591	1,637	45.6%
Preschool Programs	307,712	19,936	19,936	2,460	22,396	6.5%	15,235	4,701	30.9%
Youth Programs	202,400	3,133	3,133	2,651	5,784	1.5%	2,585	549	21.2%
Adult Programs	74,250	4,282	4,282	1,556	5,838	5.8%	2,824	1,458	51.6%
Pioneer Programs	101,932	4,098	4,098	3,592	7,691	4.0%	2,683	1,416	52.8%
Special Events and Trips	123,647	11,050	11,050	8,463	19,513	8.9%	9,640	1,410	14.6%
Marketing	311,514	20,624	20,624	558	21,182	6.6%	14,944	5,680	38.0%
Capital Outlay	1,213,000	-	-	733,290	733,290	0.0%	-	-	N/A
TOTAL EXPENDITURES	\$ 5,812,852	\$ 219,790	\$ 219,790	\$ 857,095	\$ 1,076,884	3.8%	\$ 170,775	\$ 49,014	28.7%
TRANSFERS OUT	\$ 177,971	-	-	-	-	0.0%	-	-	N/A
TOTAL EXPENDITURES & TRANSFERS OUT	\$ 5,990,823	\$ 219,790	\$ 219,790	\$ 857,095	\$ 1,076,884	3.7%	\$ 170,775	\$ 49,014	28.7%
REVENUES & TRANSFERS IN, OVER (UNDER) EXPENDITURES & TRANSFERS OUT	\$ (908,806)	\$ 627,042	\$ 627,042	\$ (857,095)	\$ (230,052)	-69.0%	\$ 696,763	\$ (69,721)	-10.0%

Note> Fiscal year 2024/2025 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2023/2024, the highlighted items reflect a variance of +/-10.00% or greater.

Note 2> Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expenditure and are used by staff to manage spending activ

Oak Brook Park District
Schedule of Ending Monthly Unrestricted Fund Balance- Recreation Fund

Actuals- Unaudited

	May	June	July	August	September	October	November	December	January	February	March	April	Fiscal
	2024	2024	2024	2024	2024	2024	2024	2024	2025	2025	2025	2025	Y-T-D
Beginning Unrestricted	\$ 2,772,237												
Monthly Net Surplus/(Deficit)	627,042												\$ 627,042
Ending Unrestricted	\$ 3,399,279	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



Minimum (3 months Exp.)	\$ 1,453,213	\$ 1,453,213	\$ 1,453,213	\$ 1,453,213	\$ 1,453,213	\$ 1,453,213	\$ 1,453,213	\$ 1,453,213	\$ 1,453,213	\$ 1,453,213	\$ 1,453,213	\$ 1,453,213	\$ 1,453,213
Median (6 months Exp.)	\$ 2,906,426	\$ 2,906,426	\$ 2,906,426	\$ 2,906,426	\$ 2,906,426	\$ 2,906,426	\$ 2,906,426	\$ 2,906,426	\$ 2,906,426	\$ 2,906,426	\$ 2,906,426	\$ 2,906,426	\$ 2,906,426
Maximum (9 months Exp.)	\$ 4,359,639	\$ 4,359,639	\$ 4,359,639	\$ 4,359,639	\$ 4,359,639	\$ 4,359,639	\$ 4,359,639	\$ 4,359,639	\$ 4,359,639	\$ 4,359,639	\$ 4,359,639	\$ 4,359,639	\$ 4,359,639



Tennis Fund

The Tennis Fund is used to account for the activities of our tennis center. The Tennis Fund is comprised of the following departments:

- Tennis Administration
- Building- Racquet Club
- Programs- Racquet Club
- Capital Outlay

The primary focus of this fund is to account for all tennis administration, recreational programming activities, client memberships, and special events. This fund also accounts for resources used to fund capital improvements at the tennis center.



Tennis Center Fund (Recreational Facilities): Revenues and Expenses Summary (Unaudited)

Fiscal Year-to-Date Activity through May 31, 2024 and 2023

8.33% completed (1 out of 12 months)

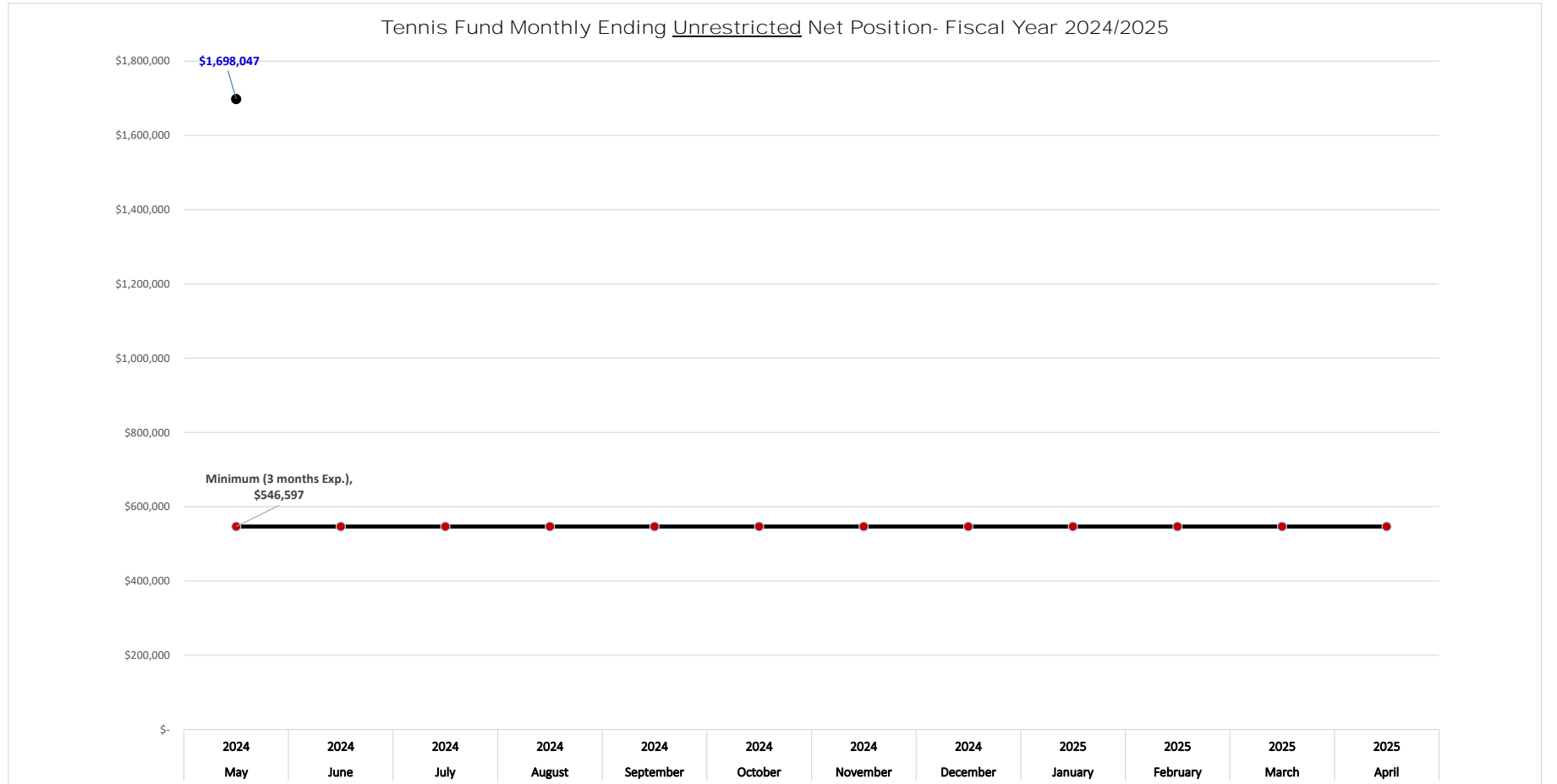
	Fiscal Year 2024/2025- Highlighted items reflect more than 8.33% variance						FY 2024/2025 compared to FY 2023/2024- Highlighted items reflect more than 10% variance		
	Original Annual Budget	May 2024 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2023/2024 YTD Actual	FY 2024/2025 YTD Actual Higher/(Lower) than 2023/2024 YTD Actual	Percent Change
REVENUES									
Administration	\$ 67,000	\$ 12,372	\$ 12,372	N/A	\$ 12,372	18.5%	\$ 2,772	\$ 9,600	346.4%
Building- Racquet Club	500	62	62	N/A	62	12.4%	-	62	N/A
Programs- Racquet Club	2,186,500	101,835	101,835	N/A	101,835	4.7%	380,067	(278,233)	-73.2%
TOTAL REVENUES	\$ 2,254,000	\$ 114,269	\$ 114,269	\$ -	\$ 114,269	5.1%	\$ 382,839	\$ (268,570)	-70.2%
EXPENSES									
Administration	\$ 922,009	\$ 48,426	\$ 48,426	\$ 291	\$ 48,718	5.3%	\$ 36,889	\$ 11,538	31.3%
Building- Racquet Club	379,379	10,065	10,065	19,509	29,574	2.7%	9,101	963	10.6%
Programs- Racquet Club	885,000	57,500	57,500	-	57,500	6.5%	35,400	22,100	62.4%
Capital Outlay	310,000	5,866	5,866	37,123	42,989	1.9%	-	5,866	N/A
TOTAL EXPENSES	\$ 2,496,388	\$ 121,857	\$ 121,857	\$ 56,923	\$ 178,780	4.9%	\$ 81,390	\$ 40,467	49.7%
REVENUES OVER (UNDER) EXPENSES	\$ (242,388)	\$ (7,588)	\$ (7,588)	\$ (56,923)	\$ (64,512)	3.1%	\$ 301,449	\$ (309,037)	-102.5%

Note> Fiscal year 2024/2025 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2023/2024, the highlighted items reflect a variance of +/-10.00% or greater.

Note 2> Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expense and are used by staff to manage spending activity.

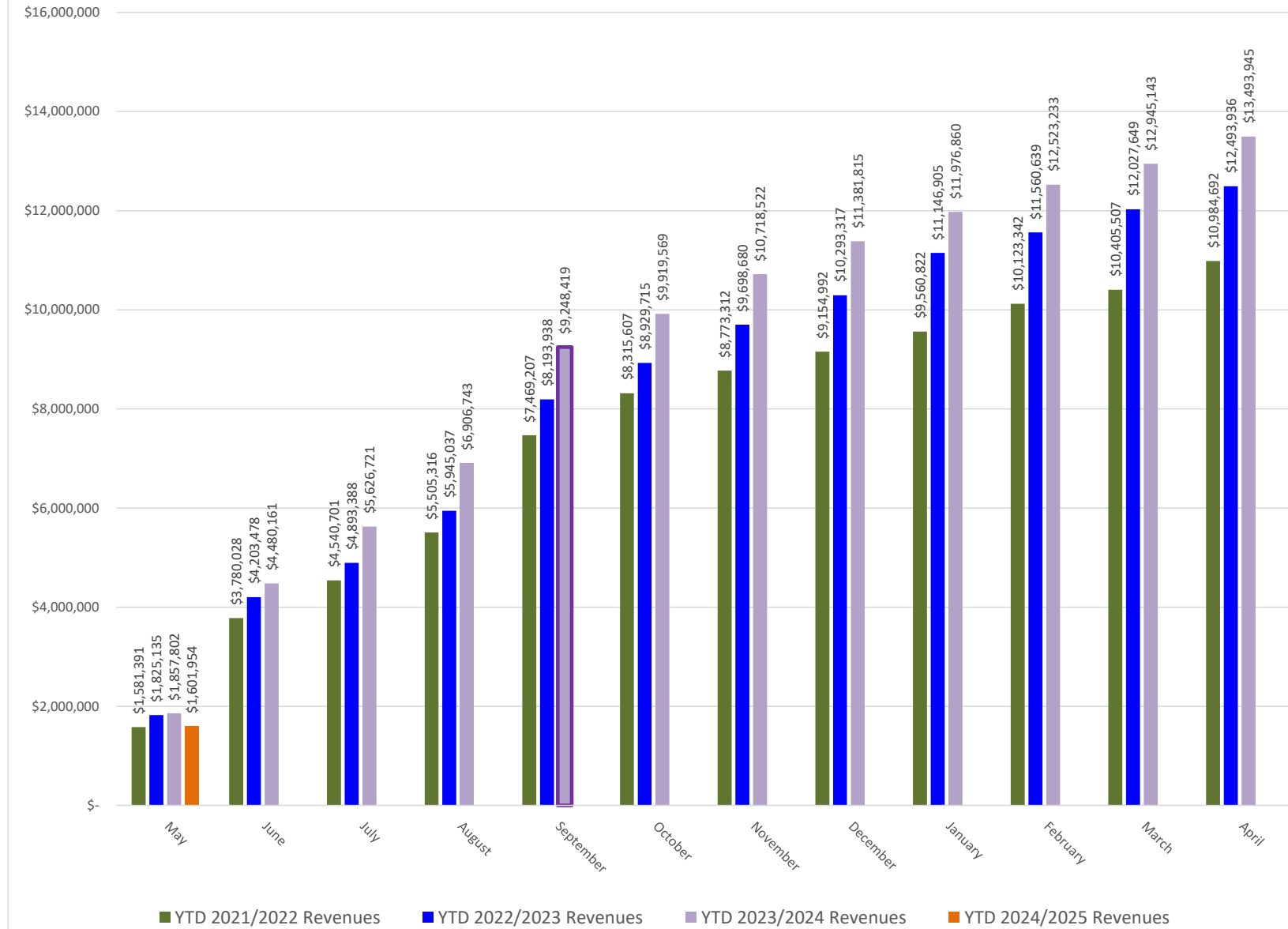
Oak Brook Park District
Schedule of Ending Monthly Unrestricted Net Position- Tennis Fund

	Actuals- Unaudited												Fiscal Y-T-D		
	May	June	July	August	September	October	November	December	January	February	March	April			
	2024	2024	2024	2024	2024	2024	2024	2024	2025	2025	2025	2025			
Beginning Investment in Capital Assets	\$ 1,720,619														
Beginning Unrestricted	1,711,501														
Monthly Net Surplus/(Deficit)	(7,588)														
Ending Investment in Capital Assets	\$ 1,726,485														
Ending Unrestricted	\$ 1,698,047														



Minimum (3 months Exp.)	\$ 546,597	\$ 546,597	\$ 546,597	\$ 546,597	\$ 546,597	\$ 546,597	\$ 546,597	\$ 546,597	\$ 546,597	\$ 546,597	\$ 546,597	\$ 546,597	\$ 546,597
Median (6 months Exp.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maximum (9 months Exp.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

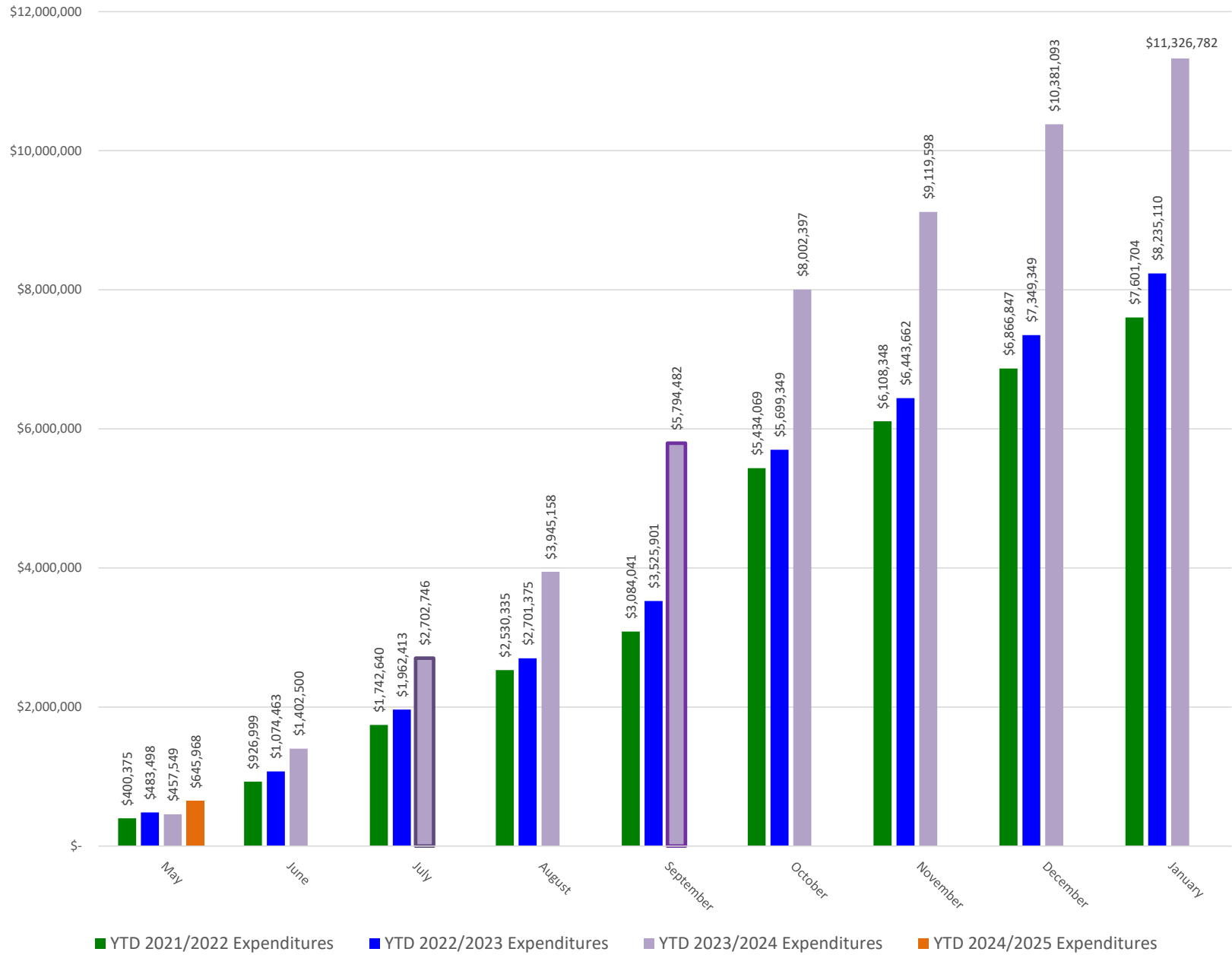
Oak Brook Park District- Consolidated Year-to-Date Revenues (excluding transfers in)



NOTES

2023/2024 The large increase in Y-T-D revenues are being primarily driven by increased programming revenues in our fitness, aquatics, children's, special events departments, as well as in group tennis programming.

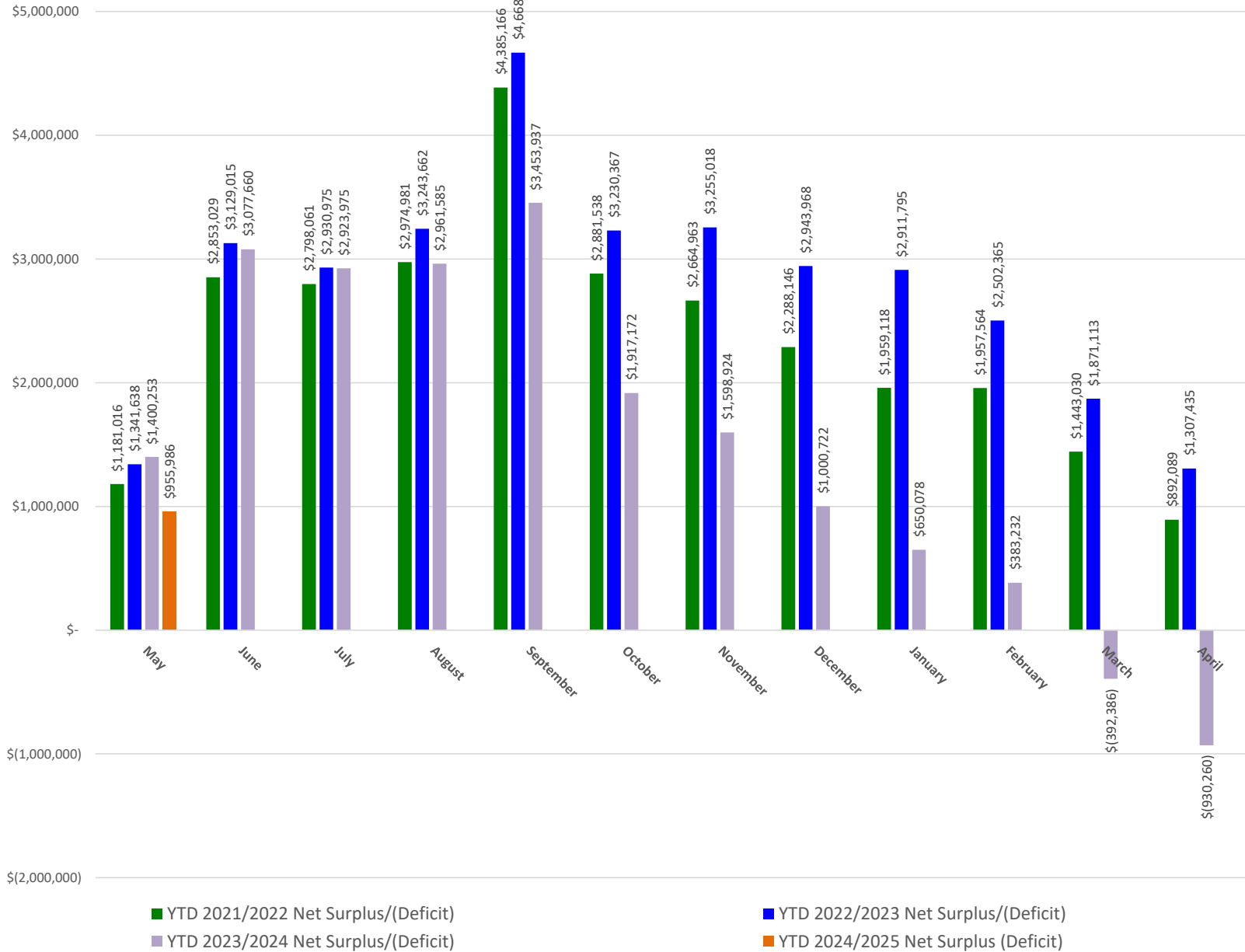
Oak Brook Park District- Consolidated Year-to-Date Expenditures/Expenses (excluding transfers out)



NOTES

2023/2024 The large increase in Y-T-D expenditures are being primarily driven by increased capital improvement costs for our Central Park improvements (e.g. bathrooms, pavilion, synthetic turf field).

Oak Brook Park District- Consolidated Year-to-Date Net Surplus/(Deficit)





OAK BROOK PARK DISTRICT
SUMMARIZED REVENUE & EXPENDITURE REPORT
May 2024

	FY 2024/2025 ANNUAL BUDGET	CURRENT MONTH ACTUAL	Y-T-D ACTUAL (1 month)
GENERAL CORPORATE FUND			
Revenues & transfers in	\$ 3,657,770	\$ 307,320	\$ 307,320
Expenditures & transfers out	3,834,459	207,445	207,445
Net surplus/(deficit)	\$ (176,689)	\$ 99,875	\$ 99,875
RECREATION FUND			
Revenues & transfers in	\$ 5,082,017	\$ 846,832	\$ 846,832
Expenditures & transfers out	5,990,823	219,790	219,790
Net surplus/(deficit)	\$ (908,806)	\$ 627,042	\$ 627,042
IMRF FUND			
Revenues & transfers in	\$ 153,789	\$ 20,320	\$ 20,320
Expenditures & transfers out	180,000	14,311	14,311
Net surplus/(deficit)	\$ (26,211)	\$ 6,009	\$ 6,009
LIABILITY INSURANCE FUND			
Revenues & transfers in	\$ 148,557	\$ 18,237	\$ 18,237
Expenditures & transfers out	159,061	2,282	2,282
Net surplus/(deficit)	\$ (10,504)	\$ 15,955	\$ 15,955
AUDIT FUND			
Revenues & transfers in	\$ 10,181	\$ 1,393	\$ 1,393
Expenditures & transfers out	13,550	-	-
Net surplus/(deficit)	\$ (3,369)	\$ 1,393	\$ 1,393
DEBT SERVICE FUND			
Revenues & transfers in	\$ 1,943,812	\$ 188,379	\$ 188,379
Expenditures & transfers out	1,924,411	318	318
Net surplus/(deficit)	\$ 19,401	\$ 188,061	\$ 188,061
RECREATIONAL FACILITIES FUND (TENNIS CENTER)			
Revenues	\$ 2,254,000	\$ 114,269	\$ 114,269
Expenses	2,496,388	121,857	121,857
Net surplus/(deficit)	\$ (242,388)	\$ (7,588)	\$ (7,588)
SPECIAL RECREATION FUND			
Revenues & transfers in	\$ 434,837	\$ 45,763	\$ 45,763
Expenditures & transfers out	449,590	6,498	6,498
Net surplus/(deficit)	\$ (14,753)	\$ 39,265	\$ 39,265



OAK BROOK PARK DISTRICT
SUMMARIZED REVENUE & EXPENDITURE REPORT
May 2024

	FY 2024/2025 ANNUAL BUDGET	CURRENT MONTH ACTUAL	Y-T-D ACTUAL (1 month)
CAPITAL PROJECTS FUND			
Revenues & transfers in	\$ 2,143,779	\$ 25,378	\$ 25,378
Expenditures & transfers out	2,549,779	48,867	48,867
Net surplus/(deficit)	\$ (406,000)	\$ (23,489)	\$ (23,489)
SOCIAL SECURITY FUND			
Revenues & transfers in	\$ 272,846	\$ 34,063	\$ 34,063
Expenditures & transfers out	318,428	24,601	24,601
Net surplus/(deficit)	\$ (45,582)	\$ 9,462	\$ 9,462
CONSOLIDATED SUMMARY			
Revenues & transfers in	\$ 16,101,589	\$ 1,601,954	\$ 1,601,954
Expenditures/expenses & transfers out	17,916,489	645,968	645,968
Net surplus/(deficit)	\$ (1,814,900)	\$ 955,986	\$ 955,986

**OAK BROOK PARK DISTRICT
CONSOLIDATED REVENUES AND EXPENDITURES REPORT
Month: May 2024**

		CONSOLIDATED TOTALS
REVENUES & TRANSFERS IN		
Property Taxes	\$	651,423
Replacement Taxes		68,140
Interest		37,356
Miscellaneous		16,056
Fitness Center Fees		70,546
Aquatic Center & Program Fees		190,457
Recreation Program Fees		509,368
Marketing		3,750
FRC Rental/Member Fees		32,550
Field Rentals- Central Park North		6,784
Field Rentals- Central Park		15,526
Satellite Parks & DNS		-
Information Technology		-
CPW Building Rentals & Other		-
Grant Proceeds		-
Overhead Revenues		-
Transfers In		-
TOTAL REVENUES & TRANSFERS IN:	\$	1,601,954
EXPENDITURES/EXPENSES & TRANSFERS OUT		
Accounts Payable and Other	\$	69,420
Payroll and Related Benefits		576,548
Overhead Expenditures		-
Transfers Out		-
TOTAL EXPENDITURES/EXPENSES & TRANSFERS OUT:	\$	645,968
NET REVENUES/(EXPENDITURES/EXPENSES)	\$	955,986

**Oak Brook Park District
Consolidated Balance Sheet
As of May 31, 2024**

	<u>ASSETS</u>	<u>Consolidated Totals</u>
Current Assets		
Cash and Investments	\$	8,955,993
Receivables - Net of Allowances		-
Property Taxes		5,410,785
Accounts		824,235
Due from Other Funds		-
Prepays		7,005
Inventories		31,917
Total Current Assets	\$	15,229,934
Noncurrent Assets		
Capital Assets		
Non-depreciable	\$	40,475
Depreciable		5,400,929
Accumulated Depreciation		(3,830,424)
Total Noncurrent Assets	\$	1,610,980
Total Assets	\$	16,840,914
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Deferred Items-IMRF	\$	210,773
Total Assets and Deferred Outflows of Resources	\$	17,051,687
<u>LIABILITIES</u>		
Current Liabilities		
Accounts Payable	\$	69,625
Accrued Payroll		1,962
Retainage Payable		70,532
Unearned Revenue		977,961
Due To Other Funds		-
Unclaimed Property		917
Total Current Liabilities	\$	1,120,997
Noncurrent Liabilities		
Compensated Absences Payable	\$	30,841
Net Pension Liability - IMRF		185,023
Total OPEB Liability - RBP		167,291
Total Noncurrent Liabilities	\$	383,155
Total Liabilities	\$	1,504,153
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Deferred Items - IMRF	\$	48,679
Property Taxes		5,410,785
Total Liabilities and Deferred Inflows of Resources	\$	6,963,616
<u>FUND/NET POSITION BALANCES</u>		
Non-spendable	\$	-
Restricted		574,821
Committed		4,488,073
Assigned		-
Unassigned		1,600,646
Net Investment in Capital Assets		1,726,485
Restricted		-
Unrestricted		1,698,047
Total Fund/Net Position Balances	\$	10,088,071
Total Liabilities, Deferred Inflows of Resources and Fund/ Net Position Balances	\$	17,051,687

OAK BROOK PARK DISTRICT
Treasurer's Report- As of May 31, 2024

Investment Type	Bank/Institution	Current Year Balance	Current Year Rate/APY	Prior Year Rate/APY	Description/Note	Concentration Percentage
<u>Money Market</u>						
	Evergreen Bank	\$ 3,281,590.17	5.100%	2.780%	Interest-bearing	37.78%
	Hinsdale Bank	828,684.81	5.570%	5.200%	Interest-bearing	9.54%
	Sub-Total:	<u>\$ 4,110,274.98</u>				<u>47.32%</u>
<u>Savings</u>						
	Evergreen Bank	\$ 207,967.60	4.500%	2.500%	Interest-bearing (Insured Cash Sweep)	2.39%
<u>Checking</u>						
	Fifth Third Bank	\$ 108,013.91	0.650%	0.650%	Interest-bearing	1.24%
<u>Investment Pool</u>						
	The Illinois Funds	\$ 4,259,693.62	5.422%	5.087%	Illinois Public Treasurers' Investment Pool	49.04%
	Grand Total Investments:	<u><u>\$ 8,685,950.11</u></u>				<u><u>100.00%</u></u>
<u>Benchmark</u>						
	Three-month U.S. Treasury Bill		5.386%	5.407%	Highly liquid short-term security. Payment of principal and interest guaranteed by the full faith and credit of the U.S. government. Rate is as of the day's close on 5/31/24 and 5/31/2023 .	

**Oak Brook Park District
Schedule of Capital Expenditures/Expenses
As of May 31, 2024**

FUND & DESCRIPTION	VENDORS	Year-to-Date Expenditures
<u>Capital Projects Fund</u>		
Purchase of pick-up truck	Sutton Ford	\$ 47,754.00
Aquatic center tile deck replacement project	Il Dept. of Public Health	975.00
Sub-total Balance:		\$ 48,729.00
<u>Recreation Fund</u>		
Sub-total Balance:		\$ -
<u>Tennis Fund</u>		
Tennis Center registration front desk project	Villa park Office Equipment	\$ 5,866.00
Sub-total Balance:		\$ 5,866.00
<u>Special Recreation Fund</u>		
Sub-total Balance:		\$ -
TOTAL YEAR-TO-DATE CAPITAL EXPENDITURES:		\$ 54,595.00

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Invoice Register Report

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INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

EXP CHECK RUN DATES 06/17/2024 - 06/17/2024

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OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
48242	ACCRUE SOLUTIONS LLC	06/05/2024	06/17/2024	76.95	76.95	Open	N
48265	ACTIVE NETWORK LLC	05/28/2024	06/17/2024	484.50	484.50	Open	N
48197	ALPHA GRAPHICS	04/25/2024	06/17/2024	49.36	49.36	Open	N
48164	ANDERSON ELEVATOR CO.	06/01/2024	06/17/2024	645.00	645.00	Open	N
48215	BEST OFFICIALS	05/01/2024	06/17/2024	1,056.00	1,056.00	Open	N
48223	BUTTREY RENTAL SERVICE INC.	05/11/2024	06/17/2024	115.50	115.50	Open	N
48195	CARDMEMBER SERVICE	05/28/2024	06/17/2024	(800.00)	(800.00)	Open	N
48233	CARDMEMBER SERVICE	05/28/2024	06/17/2024	1,026.73	1,026.73	Open	N
48241	CARDMEMBER SERVICE	05/28/2024	06/17/2024	695.00	695.00	Open	N
48243	CARDMEMBER SERVICE	05/28/2024	06/17/2024	3,022.07	3,022.07	Open	N
48244	CARDMEMBER SERVICE	05/28/2024	06/17/2024	390.92	390.92	Open	N
48245	CARDMEMBER SERVICE	05/28/2024	06/17/2024	2,170.58	2,170.58	Open	N
48246*	CARDMEMBER SERVICE	05/28/2024	06/17/2024	78.45	78.45	Open	N
48247	CARDMEMBER SERVICE	05/28/2024	06/17/2024	695.00	695.00	Open	N
48248	CARDMEMBER SERVICE	05/28/2024	06/17/2024	3,592.16	3,592.16	Open	N
48249	CARDMEMBER SERVICE	05/28/2024	06/17/2024	4,552.81	4,552.81	Open	N
48250	CARDMEMBER SERVICE	05/28/2024	06/17/2024	126.40	126.40	Open	N
48251	CARDMEMBER SERVICE	05/28/2024	06/17/2024	4,313.40	4,313.40	Open	N
48252	CARDMEMBER SERVICE	05/28/2024	06/17/2024	1,566.49	1,566.49	Open	N
48253	CARDMEMBER SERVICE	05/28/2024	06/17/2024	3,268.24	3,268.24	Open	N
48254	CARDMEMBER SERVICE	05/28/2024	06/17/2024	352.44	352.44	Open	N
48255	CARDMEMBER SERVICE	05/28/2024	06/17/2024	85.42	85.42	Open	N
48256	CARDMEMBER SERVICE	05/28/2024	06/17/2024	3,264.41	3,264.41	Open	N
48257	CARDMEMBER SERVICE	05/28/2024	06/17/2024	1,114.35	1,114.35	Open	N
48258*	CARDMEMBER SERVICE	05/28/2024	06/17/2024	1,774.95	1,774.95	Open	N
48259	CARDMEMBER SERVICE	05/28/2024	06/17/2024	518.77	518.77	Open	N
48260	CARDMEMBER SERVICE	05/28/2024	06/17/2024	259.00	259.00	Open	N
48262	CARDMEMBER SERVICE	05/28/2024	06/17/2024	1,077.15	1,077.15	Open	N
48263	CARDMEMBER SERVICE	05/28/2024	06/17/2024	1,256.87	1,256.87	Open	N
48266	CARDMEMBER SERVICE	05/28/2024	06/17/2024	153.50	153.50	Open	N
48267	CARDMEMBER SERVICE	05/28/2024	06/17/2024	403.53	403.53	Open	N
48268	CARDMEMBER SERVICE	05/28/2024	06/17/2024	1,079.33	1,079.33	Open	N
48269	CARDMEMBER SERVICE	05/28/2024	06/17/2024	9,224.25	9,224.25	Open	N
48271	CARDMEMBER SERVICE	05/28/2024	06/17/2024	154.16	154.16	Open	N
48273	CARDMEMBER SERVICE	05/28/2024	06/17/2024	49.18	49.18	Open	N
48274	CARDMEMBER SERVICE	05/28/2024	06/17/2024	244.43	244.43	Open	N
48278	CARDMEMBER SERVICE	05/21/2024	06/17/2024	3,442.60	3,442.60	Open	N
48279*	CARDMEMBER SERVICE	05/21/2024	06/17/2024	1,661.92	1,661.92	Open	N
48280	CARDMEMBER SERVICE	05/21/2024	06/17/2024	15.58	15.58	Open	N
48281	CARDMEMBER SERVICE	05/28/2024	06/17/2024	51.13	51.13	Open	N
48129	CASE LOTS INC.	04/10/2024	06/17/2024	463.20	463.20	Open	N
48234	CASE LOTS INC.	01/08/2024	06/17/2024	462.40	462.40	Open	N
48121	CHICAGO CLASSIC COACH, LLC	05/17/2024	06/17/2024	885.00	885.00	Open	N
48125	CHICAGO CLASSIC COACH, LLC	05/10/2024	06/17/2024	885.00	885.00	Open	N
48160	CHICAGO FILTER SUPPLY	05/22/2024	06/17/2024	309.28	309.28	Open	N
48264	CLASSIC LANDSCAPE, LTD.	05/31/2024	06/17/2024	9,003.75	9,003.75	Open	N
48213	DAVEY RESOURCE GROUP INC	06/03/2024	06/17/2024	3,040.00	3,040.00	Open	N

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INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

EXP CHECK RUN DATES 06/17/2024 - 06/17/2024

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OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
48123	DINK AROUND, LLC	05/07/2024	06/17/2024	77.00	77.00	Open	N
48161	DIRECT ENERGY BUSINESS, LLC	05/14/2024	06/17/2024	710.21	710.21	Open	N
48186	DIRECT ENERGY BUSINESS, LLC	05/14/2024	06/17/2024	19,602.57	19,602.57	Open	N
48201	EBEL'S ACE HARDWARE #8313	05/21/2024	06/17/2024	6.12	6.12	Open	N
48202	EBEL'S ACE HARDWARE #8313	05/22/2024	06/17/2024	14.38	14.38	Open	N
48203	EBEL'S ACE HARDWARE #8313	05/23/2024	06/17/2024	12.81	12.81	Open	N
48204	EBEL'S ACE HARDWARE #8313	05/24/2024	06/17/2024	60.31	60.31	Open	N
48205	EBEL'S ACE HARDWARE #8313	05/15/2024	06/17/2024	24.44	24.44	Open	N
48109	ELMHURST OCCUPATIONAL HEALTH	04/30/2024	06/17/2024	123.00	123.00	Open	N
48102	ENGINEERING RESOURCE ASSOCIATES	05/10/2024	06/17/2024	6,770.10	6,770.10	Open	N
48174	FERGUSON FACILITY #3400	05/02/2024	06/17/2024	267.34	267.34	Open	N
48175	FERGUSON FACILITY #3400	05/01/2024	06/17/2024	2,256.17	2,256.17	Open	N
48176	FERGUSON FACILITY #3400	05/03/2024	06/17/2024	38.17	38.17	Open	N
48179	FERGUSON FACILITY #3400	05/23/2024	06/17/2024	75.67	75.67	Open	N
48180	FERGUSON FACILITY #3400	05/23/2024	06/17/2024	454.00	454.00	Open	N
48181	FERGUSON FACILITY #3400	05/22/2024	06/17/2024	39.90	39.90	Open	N
48182	FERGUSON FACILITY #3400	05/17/2024	06/17/2024	793.12	793.12	Open	N
48183	FERGUSON FACILITY #3400	05/10/2024	06/17/2024	73.40	73.40	Open	N
48187	FERGUSON FACILITY #3400	05/03/2024	06/17/2024	220.82	220.82	Open	N
48122	FITNESS EQUIPMENT SERVICES	05/16/2024	06/17/2024	42.00	42.00	Open	N
48165	FLAGG CREEK WATER RECLAMATION	05/30/2024	06/17/2024	129.64	129.64	Open	N
48166	FLAGG CREEK WATER RECLAMATION	05/30/2024	06/17/2024	32.37	32.37	Open	N
48167	FLAGG CREEK WATER RECLAMATION	05/30/2024	06/17/2024	1,558.56	1,558.56	Open	N
48168	FLAGG CREEK WATER RECLAMATION	05/30/2024	06/17/2024	38.96	38.96	Open	N
48169	FLAGG CREEK WATER RECLAMATION	05/30/2024	06/17/2024	72.62	72.62	Open	N
48189	FP MAILING SOLUTIONS	05/17/2024	06/17/2024	92.85	92.85	Open	N
48190	FP MAILING SOLUTIONS	05/06/2024	06/17/2024	223.00	223.00	Open	N
48283	GORDON FLESCH COMPANY	05/30/2024	06/17/2024	1,029.27	1,029.27	Open	N
48178	GRAINGER	05/21/2024	06/17/2024	33.19	33.19	Open	N
48207	GRAINGER	05/29/2024	06/17/2024	(333.13)	(333.13)	Open	N
48261	GREGG COMMUNICATIONS SYSTEMS	05/24/2024	06/17/2024	3,395.00	3,395.00	Open	N
48272	GUY MANNELLA	05/28/2024	06/17/2024	5,000.00	5,000.00	Open	N
48106	GYMNASIUM MATTERS LLC	05/20/2024	06/17/2024	575.00	575.00	Open	N
48162	HAGG PRESS	05/30/2024	06/17/2024	89.00	89.00	Open	N
48107	HINSDALE NURSERIES INC	05/22/2024	06/17/2024	180.38	180.38	Open	N
48227	HINSDALE NURSERIES INC	05/29/2024	06/17/2024	1,230.17	1,230.17	Open	N
48130	HOME DEPOT CREDIT SERVICES	05/23/2024	06/17/2024	174.99	174.99	Open	N
48131	HOME DEPOT CREDIT SERVICES	05/24/2024	06/17/2024	16.97	16.97	Open	N
48132	HOME DEPOT CREDIT SERVICES	05/24/2024	06/17/2024	51.87	51.87	Open	N
48133	HOME DEPOT CREDIT SERVICES	05/22/2024	06/17/2024	112.33	112.33	Open	N
48134	HOME DEPOT CREDIT SERVICES	05/17/2024	06/17/2024	16.97	16.97	Open	N
48135	HOME DEPOT CREDIT SERVICES	05/17/2024	06/17/2024	209.88	209.88	Open	N
48136	HOME DEPOT CREDIT SERVICES	05/17/2024	06/17/2024	6.50	6.50	Open	N
48137	HOME DEPOT CREDIT SERVICES	05/15/2024	06/17/2024	97.40	97.40	Open	N
48138	HOME DEPOT CREDIT SERVICES	05/15/2024	06/17/2024	60.85	60.85	Open	N
48139	HOME DEPOT CREDIT SERVICES	05/14/2024	06/17/2024	39.97	39.97	Open	N
48140	HOME DEPOT CREDIT SERVICES	05/13/2024	06/17/2024	16.91	16.91	Open	N

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
48141	HOME DEPOT CREDIT SERVICES	05/13/2024	06/17/2024	60.32	60.32	Open	N
48142	HOME DEPOT CREDIT SERVICES	05/13/2024	06/17/2024	46.88	46.88	Open	N
48143	HOME DEPOT CREDIT SERVICES	05/09/2024	06/17/2024	334.60	334.60	Open	N
48144	HOME DEPOT CREDIT SERVICES	05/09/2024	06/17/2024	34.94	34.94	Open	N
48145	HOME DEPOT CREDIT SERVICES	05/09/2024	06/17/2024	79.97	79.97	Open	N
48146	HOME DEPOT CREDIT SERVICES	05/07/2024	06/17/2024	46.80	46.80	Open	N
48147	HOME DEPOT CREDIT SERVICES	05/07/2024	06/17/2024	313.67	313.67	Open	N
48148	HOME DEPOT CREDIT SERVICES	05/07/2024	06/17/2024	149.94	149.94	Open	N
48149	HOME DEPOT CREDIT SERVICES	05/06/2024	06/17/2024	12.56	12.56	Open	N
48150	HOME DEPOT CREDIT SERVICES	05/03/2024	06/17/2024	59.88	59.88	Open	N
48151	HOME DEPOT CREDIT SERVICES	05/02/2024	06/17/2024	122.40	122.40	Open	N
48152	HOME DEPOT CREDIT SERVICES	05/02/2024	06/17/2024	211.26	211.26	Open	N
48153	HOME DEPOT CREDIT SERVICES	04/30/2024	06/17/2024	7.74	7.74	Open	N
48154	HOME DEPOT CREDIT SERVICES	04/30/2024	06/17/2024	46.97	46.97	Open	N
48170	HOME DEPOT CREDIT SERVICES	04/30/2024	06/17/2024	116.34	116.34	Open	N
48214	HR SOURCE	05/01/2024	06/17/2024	1,500.00	1,500.00	Open	N
48155	HTBS CREDIT	05/03/2024	06/17/2024	312.30	312.30	Open	N
48124	ILLINOIS STATE POLICE	04/01/2024	06/17/2024	90.00	90.00	Open	N
48224	JOHNSON CONTROLS SECURITY SOLUTION	05/11/2024	06/17/2024	293.48	293.48	Open	N
48225	JOHNSON CONTROLS SECURITY SOLUTION	05/11/2024	06/17/2024	314.96	314.96	Open	N
48105	LAKESHORE ATHLETIC SERVICES	05/12/2024	06/17/2024	3,647.00	3,647.00	Open	N
48212	LAKESHORE ATHLETIC SERVICES	06/04/2024	06/17/2024	2,300.00	2,300.00	Open	N
48098	LAVIN COMPANIES	05/10/2024	06/17/2024	1,500.00	1,500.00	Open	N
48173	LENNO LASN	05/31/2024	06/17/2024	582.00	582.00	Open	N
48218	LESLIE ELIZABETH GODDARD	06/04/2024	06/17/2024	400.00	400.00	Open	N
48198	LESLIE' S POOLMART, INC.	05/29/2024	06/17/2024	47.84	47.84	Open	N
48126	LPG MUSIC INC.	06/03/2024	06/17/2024	2,281.50	2,281.50	Open	N
48112	MASTERBLEND INTERNATIONAL LLC	04/29/2024	06/17/2024	1,288.80	1,288.80	Open	N
48236	MCCLOUD AQUATICS	05/12/2024	06/17/2024	5,800.00	5,800.00	Open	N
48237	MCCLOUD AQUATICS	05/12/2024	06/17/2024	3,250.00	3,250.00	Open	N
48199	MENARDS	05/15/2024	06/17/2024	87.80	87.80	Open	N
48206	MENARDS	05/28/2024	06/17/2024	60.22	60.22	Open	N
48117	NEXT GENERATION	05/22/2024	06/17/2024	2,079.80	2,079.80	Open	N
48157	NEXT GENERATION	05/24/2024	06/17/2024	1,102.00	1,102.00	Open	N
48108	NRG BUSINESS MARKETING LLC	05/06/2024	06/17/2024	392.83	392.83	Open	N
48188	NRG BUSINESS MARKETING LLC	05/06/2024	06/17/2024	5,241.19	5,241.19	Open	N
48113	OAK BROOK HISTORICAL SOCIETY	05/13/2024	06/17/2024	50.00	50.00	Open	N
48240	OAK BROOK PARK DISTRICT	06/05/2024	06/17/2024	3,213.65	3,213.65	Open	N
48158	PADDOCK PUBLICATIONS, INC.	05/29/2024	06/17/2024	154.10	154.10	Open	N
48192	PETTY CASH - CORPORATE ADMIN.	06/03/2024	06/17/2024	63.07	63.07	Open	N
48193	PETTY CASH - CORPORATE ADMIN.	06/03/2024	06/17/2024	178.40	178.40	Open	N
48191	PETTY CASH-RECREATION DEPT.	04/30/2024	06/17/2024	306.74	306.74	Open	N
48231	PFEIFFER'S PEST CONTROL	05/31/2024	06/17/2024	350.00	350.00	Open	N
48104	QUENCH USA, INC	06/01/2024	06/17/2024	141.36	141.36	Open	N
48219	ROBBINS SCHWARTZ	05/22/2024	06/17/2024	180.00	180.00	Open	N
48220	ROBBINS SCHWARTZ	05/22/2024	06/17/2024	462.00	462.00	Open	N
48221	ROBBINS SCHWARTZ	05/22/2024	06/17/2024	3,696.00	3,696.00	Open	N

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INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT
 EXP CHECK RUN DATES 06/17/2024 - 06/17/2024
 UNJOURNALIZED
 OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
48222	ROBBINS SCHWARTZ	05/22/2024	06/17/2024	1,852.00	1,852.00	Open	N
48177	RUSSO POWER EQUIPMENT	05/15/2024	06/17/2024	536.59	536.59	Open	N
48235	SECURITAS TECHNOLOGY CORPORATION	05/14/2024	06/17/2024	715.00	715.00	Open	N
48238	SECURITAS TECHNOLOGY CORPORATION	05/12/2024	06/17/2024	421.83	421.83	Open	N
48277	SECURITAS TECHNOLOGY CORPORATION	05/21/2024	06/17/2024	2,378.00	2,378.00	Open	N
48127	SERVICE SANITATION, INC.	05/21/2024	06/17/2024	812.00	812.00	Open	N
48229	SERVICE SANITATION, INC.	05/24/2024	06/17/2024	143.17	143.17	Open	N
48230	SERVICE SANITATION, INC.	05/24/2024	06/17/2024	546.93	546.93	Open	N
48282	SK ELECTRONICS	05/28/2024	06/17/2024	1,239.00	1,239.00	Open	N
48111	SMART INDUSTRY PRODUCTS	05/08/2024	06/17/2024	4,975.00	4,975.00	Open	N
48110	SPORTSFIELDS INC.	04/30/2024	06/17/2024	875.00	875.00	Open	N
48103	STERLING NETWORK INTEGRATION	05/23/2024	06/17/2024	1,755.65	1,755.65	Open	N
48163	STERLING NETWORK INTEGRATION	06/01/2024	06/17/2024	1,376.80	1,376.80	Open	N
48200	TAMELING INDUSTRIES INC.	05/22/2024	06/17/2024	335.00	335.00	Open	N
48171	TAYLOR PLUMBING	05/30/2024	06/17/2024	597.75	597.75	Open	N
48172	TAYLOR PLUMBING	05/30/2024	06/17/2024	356.85	356.85	Open	N
48194	TAYLOR PLUMBING	05/30/2024	06/17/2024	475.80	475.80	Open	N
48228	TAYLOR PLUMBING	05/30/2024	06/17/2024	1,070.55	1,070.55	Open	N
48159	THE LIFEGUARD STORE	05/30/2024	06/17/2024	526.00	526.00	Open	N
48099	TOTAL FIRE & SAFETY, INC.	05/10/2024	06/17/2024	104.18	104.18	Open	N
48100	TOTAL FIRE & SAFETY, INC.	05/10/2024	06/17/2024	161.53	161.53	Open	N
48101	TOTAL FIRE & SAFETY, INC.	05/10/2024	06/17/2024	169.12	169.12	Open	N
48156	TOTAL FIRE & SAFETY, INC.	05/31/2024	06/17/2024	1,750.50	1,750.50	Open	N
48226	TOTAL FIRE & SAFETY, INC.	05/10/2024	06/17/2024	1,511.26	1,511.26	Open	N
48209	TOWERSTREAM CORPORATION	02/01/2024	06/17/2024	215.00	215.00	Open	N
48210	TOWERSTREAM CORPORATION	03/01/2024	06/17/2024	215.00	215.00	Open	N
48211	TOWERSTREAM CORPORATION	04/01/2024	06/17/2024	215.00	215.00	Open	N
48232	TOWERSTREAM CORPORATION	05/01/2024	06/17/2024	215.00	215.00	Open	N
48184	TRANE U.S. INC.	05/28/2024	06/17/2024	132.76	132.76	Open	N
48185	TRANE U.S. INC.	05/28/2024	06/17/2024	100.52	100.52	Open	N
48118	TRUGREEN	05/10/2024	06/17/2024	367.49	367.49	Open	N
48119	TRUGREEN	05/10/2024	06/17/2024	174.43	174.43	Open	N
48120	TRUGREEN	05/10/2024	06/17/2024	365.17	365.17	Open	N
48128	TRUGREEN	05/14/2024	06/17/2024	3,512.19	3,512.19	Open	N
48115	UMB BANK N.A.	05/09/2024	06/17/2024	318.00	318.00	Open	N
48270	VC3, INC	05/28/2024	06/17/2024	999.00	999.00	Open	N
48116	VILLAGE OF OAK BROOK	05/22/2024	06/17/2024	1,000.00	1,000.00	Open	N
48196	VILLAGE OF OAK BROOK	05/16/2024	06/17/2024	1,108.43	1,108.43	Open	N
48097	WAREHOUSE DIRECT INC.	05/24/2024	06/17/2024	32.50	32.50	Open	N
48239	ZAZZO'S PIZZA	05/31/2024	06/17/2024	2,833.32	2,833.32	Open	N

of Invoices: 179 # Due: 179
 # of Credit Memos: 2 # Due: 2

Totals: 194,803.97 194,803.97
 Totals: (1,133.13) (1,133.13)

Net of Invoices and Credit Memos: 193,670.84 193,670.84

* 3 Net Invoices have Credits Totalling: (130.63)

WARRANT #685
 INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT
 EXP CHECK RUN DATES 06/17/2024 - 06/17/2024
 UNJOURNALIZED
 OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			101,994.22	101,994.22		
	02 - RECREATION FUND			52,986.81	52,986.81		
	06 - DEBT SERVICE FUND			1,318.00	1,318.00		
	07 - RECREATIONAL FACILITIES FUND			25,622.71	25,622.71		
	12 - CAPITAL PROJECTS FUND			11,749.10	11,749.10		
--- TOTALS BY DEPT/ACTIVITY ---							
	01 - ADMINISTRATION CORPORATE			15,192.60	15,192.60		
	02 - FINANCE			2,418.42	2,418.42		
	04 - CENTRAL PARK NORTH			13,411.58	13,411.58		
	05 - CENTRAL PARK			29,297.19	29,297.19		
	06 - SADDLEBROOK PARK			1,402.72	1,402.72		
	07 - FOREST GLEN PARK			4,762.57	4,762.57		
	08 - CHILLEM PARK			476.28	476.28		
	09 - DEAN PROPERTY			3,618.27	3,618.27		
	10 - PROFESSIONAL SERVICES			2,450.00	2,450.00		
	14 - INFORMATION TECHNOLOGY			18,461.42	18,461.42		
	15 - BUILDING/RECREATION CENTER			17,162.77	17,162.77		
	20 - CENTRAL PARK WEST			1,197.72	1,197.72		
	21 - FITNESS CENTER			4,700.88	4,700.88		
	25 - AQUATIC CENTER			13,859.90	13,859.90		
	26 - AQUATIC-RECREATION PROGRAMS			650.19	650.19		
	31 - PRESCHOOL PROGRAMS			2,778.82	2,778.82		
	32 - YOUTH PROGRAMS			2,660.92	2,660.92		
	40 - ADULT PROGRAMS			1,632.95	1,632.95		
	50 - PIONEER PROGRAMS			5,798.21	5,798.21		
	60 - SPECIAL EVENTS & TRIPS			11,443.25	11,443.25		
	71 - BUILDING/RACQUET CLUB			12,175.42	12,175.42		
	75 - TENNIS PROGRAMS			1,095.46	1,095.46		
	80 - MARKETING			13,956.20	13,956.20		
	94 - DEBT SERVICE FUND			1,318.00	1,318.00		
	95 - CAPITAL PROJECTS FUND			11,749.10	11,749.10		

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 User: NLAWLER
 DB: Oak Brook Park I

WARRANT #685
 INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT
 EXP CHECK RUN DATES 05/21/2024 - 06/12/2024
 JOURNALIZED
 PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
48078	PFEIFFER'S PEST CONTROL	04/23/2024	05/30/2024	350.00	0.00	Paid	Y
48079	HOME DEPOT CREDIT SERVICES	04/24/2024	05/30/2024	27.40	0.00	Paid	Y
48080	HOME DEPOT CREDIT SERVICES	04/22/2024	05/30/2024	6.98	0.00	Paid	Y
48081	HOME DEPOT CREDIT SERVICES	04/04/2024	05/30/2024	60.69	0.00	Paid	Y
48082	HOME DEPOT CREDIT SERVICES	04/11/2024	05/30/2024	59.70	0.00	Paid	Y
48083	ANDERSON ELEVATOR CO.	04/22/2024	05/30/2024	407.50	0.00	Paid	Y
48085	ACCRUE SOLUTIONS LLC	05/13/2024	05/30/2024	81.00	0.00	Paid	Y
48086	KLUBER ARCHITECTS & ENGINEERS	04/29/2024	05/30/2024	25.73	0.00	Paid	Y
48087	DIRECT ENERGY BUSINESS, LLC	05/08/2024	05/30/2024	32.28	0.00	Paid	Y
48088	WAREHOUSE DIRECT INC.	04/26/2024	05/30/2024	626.32	0.00	Paid	Y
48089	VILLAGE OF OAK BROOK	05/10/2024	05/30/2024	24.49	0.00	Paid	Y
48090	VILLAGE OF OAK BROOK	05/10/2024	05/30/2024	82.45	0.00	Paid	Y
48091	VILLAGE OF OAK BROOK	05/10/2024	05/30/2024	10.00	0.00	Paid	Y
48092	VILLAGE OF OAK BROOK	05/10/2024	05/30/2024	67.96	0.00	Paid	Y
48093	VILLAGE OF OAK BROOK	05/10/2024	05/30/2024	357.76	0.00	Paid	Y
48094	VILLAGE OF OAK BROOK	05/10/2024	05/30/2024	4,777.21	0.00	Paid	Y
48095	IL DEPT OF REVENUE	05/20/2024	05/30/2024	143.00	0.00	Paid	Y
48096	IL DEPT OF REVENUE	04/18/2024	05/30/2024	142.00	0.00	Paid	Y
48114	BUTTREY RENTAL SERVICE INC.	04/15/2024	06/12/2024	159.50	0.00	Paid	Y
48208	FP MAILING SOLUTIONS	05/15/2024	06/12/2024	200.00	0.00	Paid	Y
48216	SERVICE SANITATION, INC.	04/26/2024	06/12/2024	143.17	0.00	Paid	Y
48217	SERVICE SANITATION, INC.	04/26/2024	06/12/2024	546.93	0.00	Paid	Y
48275	SBC WASTE SOLUTIONS	05/31/2024	06/12/2024	720.00	0.00	Paid	Y
48276	SBC WASTE SOLUTIONS	04/30/2024	06/12/2024	720.00	0.00	Paid	Y
# of Invoices:	24	# Due:	0	Totals:	9,772.07	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					9,772.07	0.00	

06/12/2024 10:56 AM
User: NLAWLER
DB: Oak Brook Park D

WARRANT #685
INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT
EXP CHECK RUN DATES 05/21/2024 - 06/12/2024
JOURNALIZED
PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			4,437.26	0.00		
	02 - RECREATION FUND			3,769.22	0.00		
	07 - RECREATIONAL FACILITIES FUND			1,565.59	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	00 - NON-DEPARTMENTAL			17.32	0.00		
	01 - ADMINISTRATION CORPORATE			1,038.81	0.00		
	02 - FINANCE			32.15	0.00		
	04 - CENTRAL PARK NORTH			24.49	0.00		
	05 - CENTRAL PARK			849.13	0.00		
	09 - DEAN PROPERTY			175.45	0.00		
	14 - INFORMATION TECHNOLOGY			4.05	0.00		
	15 - BUILDING/RECREATION CENTER			2,644.12	0.00		
	20 - CENTRAL PARK WEST			682.45	0.00		
	21 - FITNESS CENTER			1,008.44	0.00		
	25 - AQUATIC CENTER			1,734.12	0.00		
	50 - PIONEER PROGRAMS			4.05	0.00		
	71 - BUILDING/RACQUET CLUB			1,264.08	0.00		
	75 - TENNIS PROGRAMS			267.68	0.00		
	80 - MARKETING			25.73	0.00		

Staff Recognition

Alli Siamis, Human Resource & Risk Manager

Mallory Price, Administrative Services Specialist

Getting to Know

Alli Siamis

Human Resource & Risk Manager



Birthday: November 15

I decided to work at the OBPD because: The great reputation of the District and ability to have a work life balance.

My Favorite childhood memory: Competing at Nationals in Disney World

The last good movie I saw: Fun fact: I don't really like watching movies. I prefer watching TV shows/series

My favorite meal: Tacos

If I were an animal, I would be a: Cat

I'm better than anyone else when it comes to: Taking naps

My favorite place to vacation is: Maui

Because I like: The calm, relaxation and weather

Three words that best describe me: Patient, Loyal, Kind

Little known fact about me: I have fostered over 50 cats/kittens

My most humbling experience: Raising two kids

My greatest accomplishment: Raising two kids

Getting to Know

Mallory Price

Administrative Services Specialist



Birthday: October 8

I decided to work at the OBPD because: I started my Parks and Recreation journey here in 2022 as the Administrative Services Assistant and loved the culture

My favorite meal: Tacos

What or who always makes you laugh? My mom

If I were an animal, I would be a: Dog

My dream/goal is: Travel

Three words that best describe me: Outgoing, Friendly, Helpful

Little known fact about me: I love to sing

Communications and Proclamations

Board of Commissioners to Share Communications
Proclamation "July is Park and Recreation Month"



**JULY 2024 IS PARK AND RECREATION MONTH
A PROCLAMATION BY THE
NATIONAL RECREATION AND PARK ASSOCIATION
AND THE OAK BROOK PARK DISTRICT**

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including Oak Brook, Illinois and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the Oak Brook Park District recognizes the benefits derived from parks and recreation resources as we strive to fulfill our mission statement, "...to provide the *very best* in park and recreational opportunities, facilities and open lands for our community."

THEREFORE, WITH THE U.S. HOUSE OF REPRESENTATIVES AND THE NATIONAL RECREATION AND PARK ASSOCIATION, the **Oak Brook Park District** does hereby proclaim the month of July as "Park and Recreation Month." We call upon park and recreation supporters to join us in recognizing the importance of our nation's parks and recreation facilities and to learn more about how to support the places that bring our communities a higher quality of life, safer places to play and healthy alternatives through recreation programming for everyone.

WE DO ALSO RESOLVE that during "Park and Recreation Month" all citizens enjoy what their community has to offer by taking part in their favorite sports, visiting the outdoors, spending time with family and friends or just relaxing.

Given under our Hand and Seal this 17th Day of June, 2024.



Ivana Ivkovic Kelley, Treasurer

Lara Suleiman, Vice President

Ron Gondek, Commissioner

Mario C. Vescovi, Commissioner

Sharon R. Knitter, President

Reports

Administration and Enterprise Operations Report
Finance and Human Resources Report
Recreation and Communications Report
Parks and Facilities Report



Memo

To: Oak Brook Park District Board of Commissioners
From: Laure Kosey, Executive Director
Date: June 5, 2024
Re: June Board Report: Administration & Enterprise Operations

Upcoming Dates at the Oak Brook Park District:

Thursday, June 20	Barks & Brew	Ginger Creek Pavilion
Wednesday, July 3	Taste of Oak Brook – Holiday Hours	Polo Fields
Thursday, July 4	Independence Day	Closed
Thursday, July 11	North Fields Ribbon Cutting Ceremony – 6:30pm	North Fields

May Board Meeting Discussion Points:

Tennis Center Report

- Front desk and office renovation is complete.
- In mid-May, the Tennis Center hosted WTN events where 70 programming participants participated.
- Two of OBPD adult tennis teams, 4N and 4A divisions, won their play-offs and are division champions.

Personnel Policy Manual

Staff is updating policies for the Personnel Policy Manual. The manual was last approved by the board on February 21, 2022. Many policies have been already approved by the Board of Commissioners; however, it is time for the entire manual to be updated. Furthermore, some policies have been regulated and updated by the state or federal government. The Bereavement Policy is an example of a mandated updated policy.

GFOA Budget Award Application

Staff must identify and recommend budget policies to be approved by the Board of Commissioners before we complete the application process. The Debt Issuance Policy is the first policy needing approval.

Objectives and Key Results (OKR's)

Staff has prepared the OKR's for 2024-2025. If our team just meets the membership, programming and the cost saving objectives, there is a potential of \$130,820 in combined revenue and savings.



Memo

To: Board of Commissioners and Executive Director, Laure Kosey
From: Marco Salinas, Chief Financial Officer
Date: June 7, 2024
Re: May 2024 Financials

General Fund

We have now completed our first month of our current fiscal year (2024/2025). Year-to-date (YTD) revenues, expenditures, and transfers-out for this fund equals \$307,320, \$207,445 and \$0, respectively. This is resulting in a YTD net surplus of \$99,875; which is a \$75,282 (43%) decrease from the \$175,157 YTD net surplus experienced in the prior fiscal year. Following is additional commentary:

- **Revenues-** Total current YTD revenues are in-line with budgeted expectations at 8.4% of the annual budget, and have decreased \$19,384 (5.9%) when compared to the prior year. The decrease over prior year is primarily due to the decrease in Personal Property Replacement Taxes (PPRT).
- **Expenditures-** Total current YTD expenditures are in-line with budgeted expectations at 6.2% of the annual budget, and have increased \$55,897 (36.9%) when compared to the prior year. All departments are currently favorable or in-line with current year budgeted expectations (no department is currently unfavorable).

Recreation Fund

YTD revenues, transfers-in, expenditures, and transfers-out for this fund equal \$846,832, \$0, \$219,790, and \$0, respectively. This is resulting in a YTD net surplus of \$627,042; which is a \$69,721 (10%) decrease from the \$696,763 YTD net surplus experienced in the prior fiscal year. Following is additional commentary:

- **Revenues-** Total current YTD revenues are currently ahead of budgeted expectations at 17.2% of the annual budget, due to increased registrations for various programs such as summer aquatic memberships, pee wee and playground camps, as well as revenue for our Pink 5K run/walk.
- **Expenditures-** Total YTD expenditures are currently favorable to budgeted expectations at 3.8% of the annual budget, and have increased \$49,014 (28.7%) when compared to the prior year. One reason for this comparative increase is that the annual payroll adjustment which transfers a portion of May's payroll costs back to April (prior fiscal year), has yet to be posted.

Recreational Facilities Fund (Tennis Center)

YTD revenues and expenses in this fund are currently at \$114,269 and \$121,857, respectively. This is resulting in a YTD net deficit of \$7,588; which is a \$309,037 (102.5%) decrease over prior year's surplus of \$301,449. Following is additional commentary:

- **Revenues-** Total current YTD revenues are unfavorable at 5.1% of the annual budget, and have decreased \$268,570 (70.2%) when compared to the prior year. This decrease is due to the timing for recognizing unearned revenue as earned revenue. Revenues are expected to increase significantly in June 2024.

- **Expenses-** Total current YTD expenses are favorable to budgeted expectations at 4.9% of the annual budget, and have increased \$40,467 (49.7%) when compared to the prior year. Similar to our Recreation fund, expenses are higher than prior year primarily due to the fact that the annual payroll adjustment which transfers a portion of May's payroll costs back to April (prior fiscal year), has yet to be posted.
-

FINANCE & HUMAN RESOURCES:

Finance & H.R. personnel have been working on various tasks, including:

- Preparing for the annual financial statement audit, that is scheduled to begin on July 15, 2024.
- Working on components of a comprehensive budget document to submit for future evaluation by the GFOA.
- Identifying eligibility and calculating the anticipated payouts with regards to our OKR program.



Memo

To: Oak Brook Park District Board of Commissioners
From: Robert Pechous, Director of Recreation and Communications
Date: June 11, 2024
Re: May 2024: Recreation and Communications Report

Recreation:

- Ginger Creek Pavilion and the Oaks Amphitheater are live for online requests.
- Staff have worked hard to update the Recreation Plan that is required for CAPRA accreditation.
- We had two major tournaments in May: the national lacrosse tournament on May 4/5 and the Wizards Soccer Club on May 18/19.
- Concessions officially opened in May. We had two major tournaments and a couple of regular play weekends. Total concession sales in May were \$5,676.10.
- ABC Preschool Graduation was held on May 23. Congratulations to all of our Graduates!
- Pioneer Trips in May
 - On Thursday, 21 Pioneers had lunch at Palm Court restaurant and saw 9 to 5 the Musical at the Metropolis Theatre in Arlington Heights.
 - 28 Pioneers traveled to Jacob Henry Mansion on Thursday for a lunch performance with the Four C Notes.

Information Technology & Marketing:

- The new concessions building had the fiber completed along with a new POS system, Timeclock, phone, outdoor WIFI, and automated door control.
- Cori's triathlon was rebranded for Tom's Try-athlon. New materials, including signage, were created for this event.
- Marketing has been creating materials for all the summer programs and events.

Corporate and Community Relations:

Sponsorships	\$ 6,138.00
Advertising	\$ 7,350.00
Vendors	\$ 600.00
In-Kind Donations	\$ 2,406.00
Oak Brook Park District Foundation	\$ 8,180.00

Total for May: \$ 24,674.00

Social Media and Website Engagement:

Facebook Analytics

Followers: 5,180 (up 46)
 Posts: 22
 Post Reach (organic and paid): 13,436
 Post Engagement: 2,726

Instagram Analytics

Total Followers: 2,182 (up 11)
 Posts: 11
 Top Post Reach: 309
 Accounts Engaged: 1,066

Twitter Analytics

Total Followers: 1,127 (up 4)
 Posts: 0
 Top Post Impressions: 0

Oak Brook Park District
 Published by Mia Seku · May 19 at 2:00PM · 🌐

Oak Brook Park District is happy to announce the FREE Summer Concert Series is now located at 1315 Kensington Rd at our brand new Oaks Amphitheater!

See here for more information: www.obparks.org

BAND	DATE	GENRE
LiveStream	July 11	80's & 90's
The Neverly Brothers	July 18	50's & 60's Rock'n'Roll
The Four C Notes	July 25	Frankie Valli Tribute
Anchors Away	August 1	Yacht Rock - 70's & 80's
Mr. Myers	August 8	Caribbean Rock

Bring your blankets, baskets, and lawn chairs for these awesome performances. Concessions will be available onsite.

Oak Brook Park District
www.obparks.org /obparks/

See insights and ads Boost post

16 likes 9 shares

Post Insights

Total Insights
 See more details about your post.

Post Impressions	Post reach	Engagement
1,329	1,225	65

Keep boosting to grow your audience.
 Oak Brook Park District could reach 519 more people for every \$75 you spend.
[Learn More about reach estimates](#)

Boost post

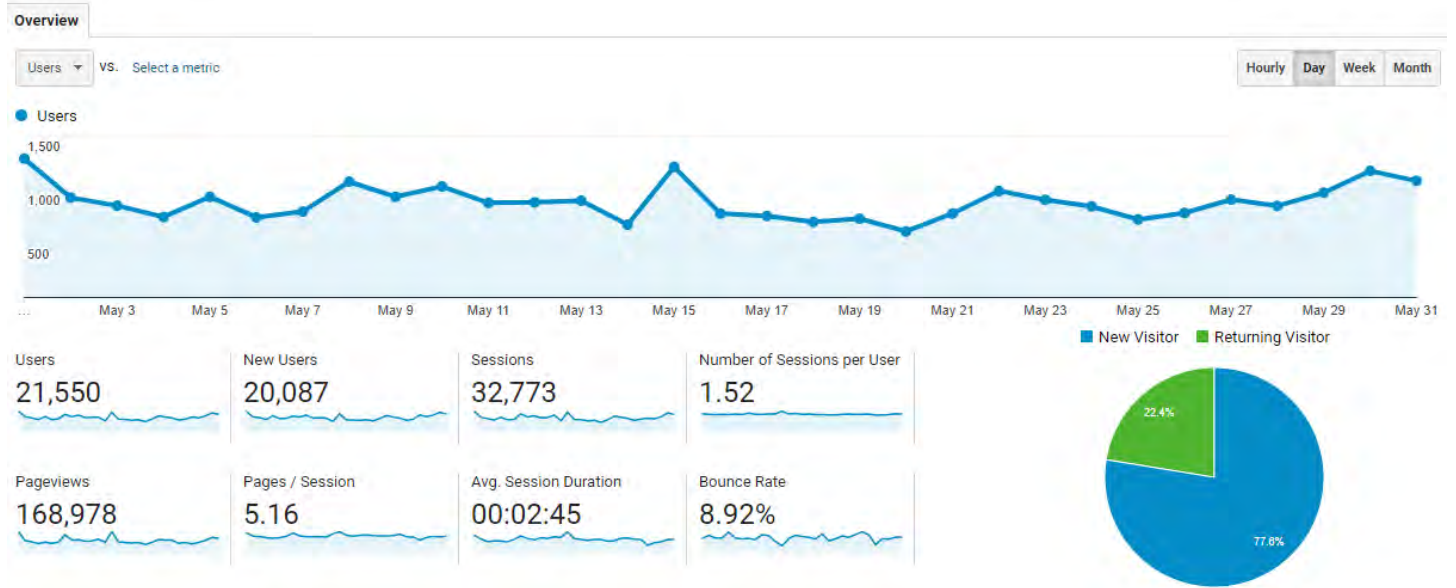
See insights and ads Boost post

16 likes 9 shares

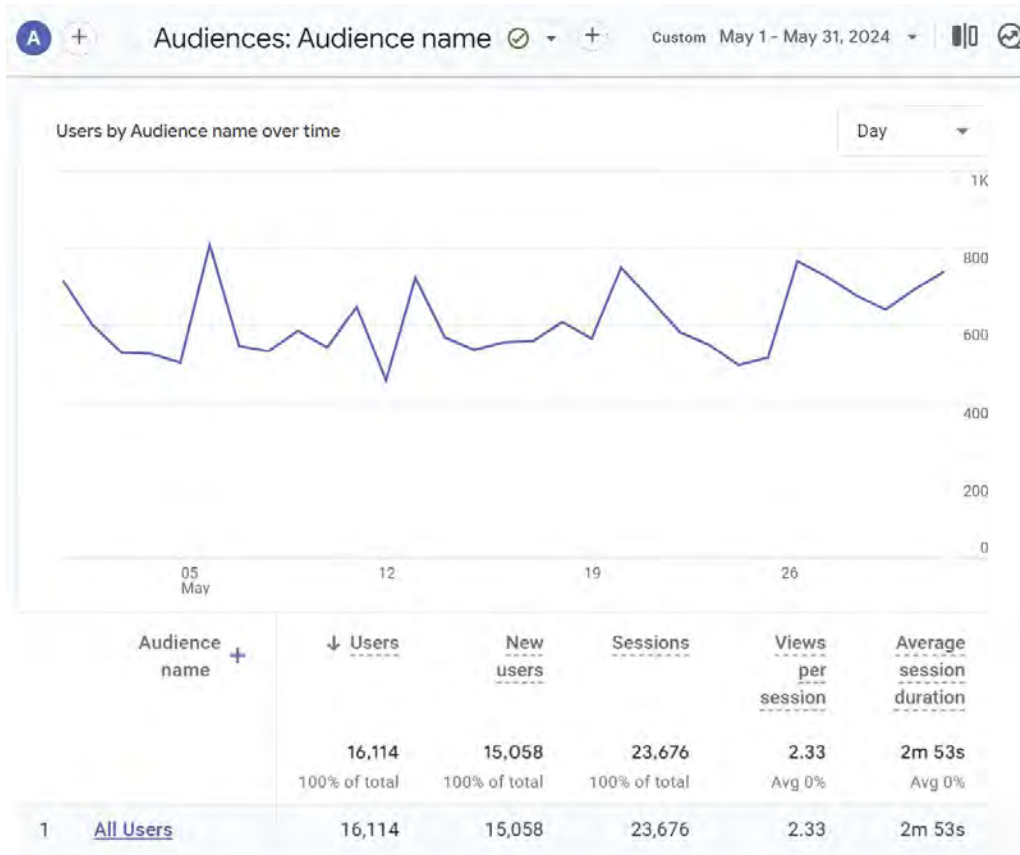
Comment on National Bank Forum

Old

Legacy Platform: May 2023 Audience



Current Platform: May 2024 Audience



May 2024 Top pages*

1. /Obparks.org
2. /Family Aquatic Center
3. /Family Recreation Center
4. /Splash Island
5. /Program Guides
6. /Pink 5k
7. /Membership Opportunities
8. /Special Events
9. /Pickleball

May 2024 Top Products*

Not available this month due to Google Analytics update.

obparks.org Acquisition Value

<u>Referral Percentage Values</u>	<u>May 2024</u>	<u>May 2023</u>
Direct:	19.66%	44.1%
Organic Search:	77.05%	51.3%
Social:	0.73%	1.9%
Referrals: 2.47% 2.6%		

obparks.org Ecommerce Overview – May 2024*

Not available this month due to Google Analytics update.



Oak Brook Park District Facility Statistics and Data

Facility Rentals

23/24 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Gym Rentals Hours	286	212	268	481	264	430	405	377	540	442	385	352	4,441
Gym Revenue	\$15,360	\$11,720	\$14,625	\$24,818	\$13,696	\$20,666	\$21,900	\$19,612	\$24,606	\$23,426	\$18,974	\$18,522	\$227,924
Room Rentals	12	14	11	15	22	20	24	15	16	17	17	20	203
Room Revenue	\$340	\$360	\$440	\$760	\$560	\$760	\$1,675	\$200	\$400	\$350	\$830	\$680	\$7,355
CPW Rentals	4	7	11	9	6	6	2	1	2	8	9	9	74
CPW Revenue	\$1,555	\$4,869	\$9,586	\$6,437	\$4,656	\$4,089	\$1,020	\$330	\$1,840	\$5,345	\$5,535	\$5,690	\$50,951

24/25 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Gym Rentals Hours	242												242
Gym Revenue	\$13,287												\$13,287
Room Rentals	21												21
Room Revenue	\$900												\$900
CPW Rentals	NA	NA	NA	NA									0
CPW Revenue	NA	NA	NA	NA									\$0

Totals	20-21	21-22	22-23	23-24
Gym Rentals Hours	4,195	4,874	4,379	4,441
Gym Revenue	\$207,521	\$261,155	\$228,514	\$227,924
Room Rentals	0	10	79	203
Room Revenue	\$0	\$700	\$7,355	\$7,335
CPW Rentals	20	73	88	74
CPW Revenue	\$12,938	\$48,226	\$54,458	\$50,951

OBJECTIVES AND KEY RESULTS

May 1, 2024 - April 30, 2025

MONTHLY UPDATE June 1, 2024

Accomplish 4 of 4 OKR's: May 1, 2024 – April 30, 2025

“Accomplish” means 3 of 4 subgoals under each main objective, are completed.

1. MEMBERSHIP & FACILITIES

COMPLETE?

- A FRC to increase membership revenue by 4% compared to April 30 of previous year to date.
- B Obtain 100 new Tennis Center Members to take programming.
- C Create 5 new opportunities to promote resident membership.
 - 1. Oak Brook First on the 1st
 - 2. _____
 - 3. _____
 - 4. _____
 - 5. _____
- D Healthcare Memberships, RenewActive, and Silver Sneakers, yearly goal of \$100,000 in membership revenue.

Objective 1, Figure A: FRC Membership Revenue



Objective 1, Figure B: TC New Members



Objective 1, Figure D: Healthcare Membership Revenue



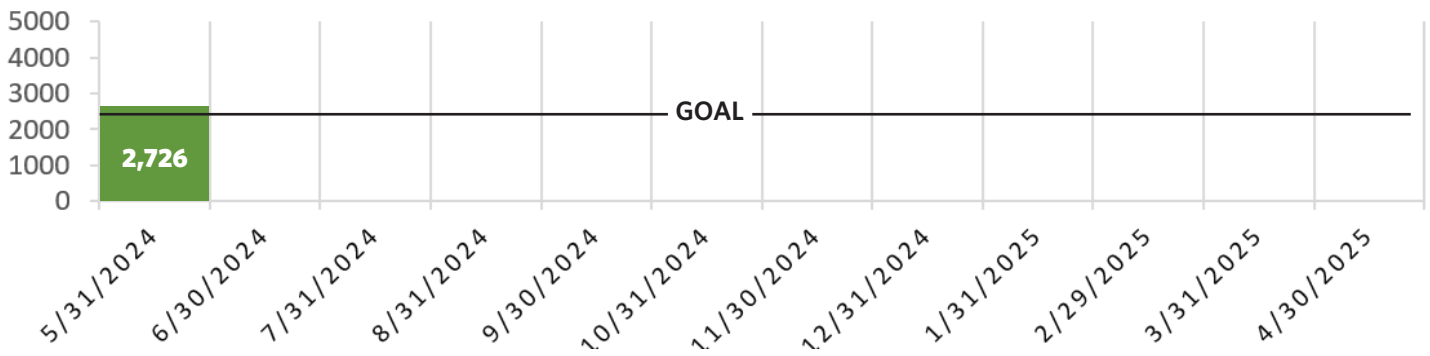
OBJECTIVES AND KEY RESULTS

2. MARKETING & COMMUNICATIONS

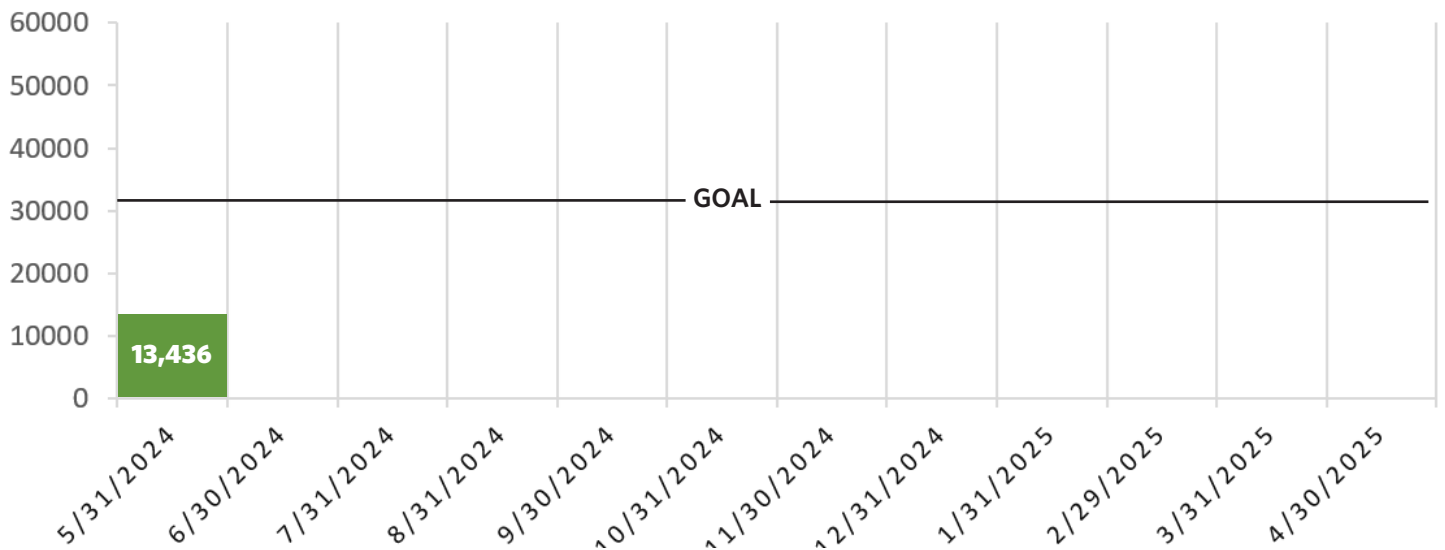
COMPLETE?

- A Increase average engagement on Facebook to 2,500 from 1,865 per month.
- B Increase average reach on Facebook to 32,000 from 25,423 per month.
- C Measure open rates on a monthly basis of FT/PT employee communication.
FT = 87% PT = 65%.
- D Six in-house projects identifying cost savings.
 1. Gold Medal 2024 Finalist Video done In-House
 2. OBPD Mural from a Volunteer
 3. _____
 4. _____
 5. _____
 6. _____

Objective 2, Figure A: Facebook Engagement



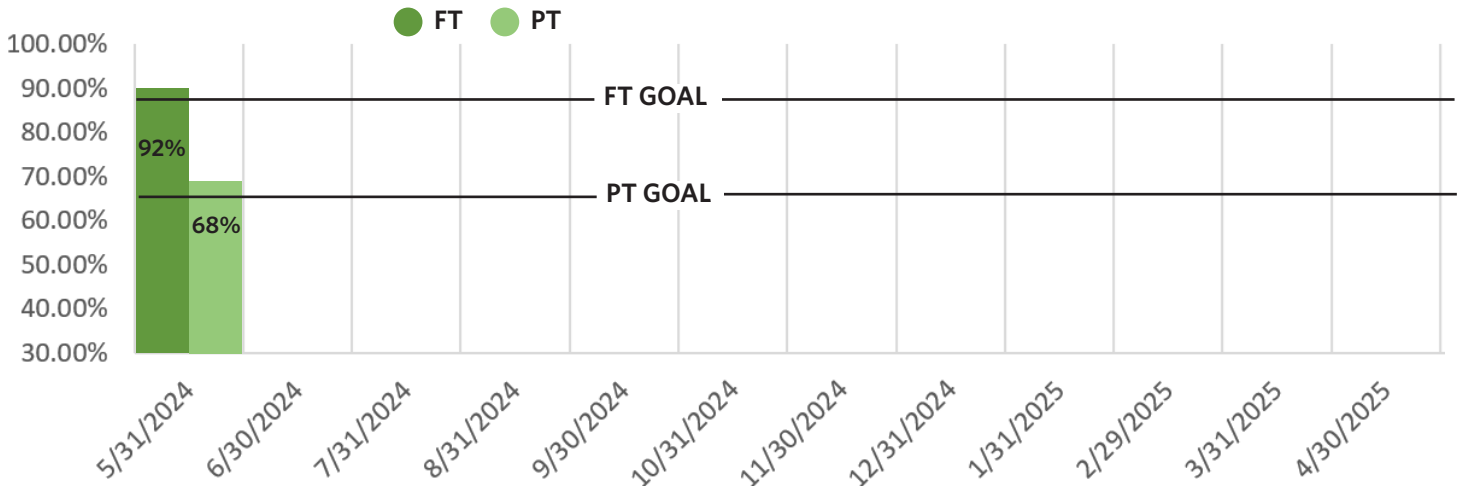
Objective 2, Figure B: Facebook Reach





OBJECTIVES AND KEY RESULTS

Objective 2, Figure C: Open Rate



3. RECREATION & PROGRAMMING

COMPLETE?

- A Add a minimum of 5 new programs/events with at least three departments.
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
- B Reaching a minimum net revenue total gain of \$50,000 from new programs.
- C Provide an event at no cost to the in-district participants. _____
- D Increase the number of overall patron visits to the Family Recreation Center by 2%.

Objective 3, Figure B: Park District Program Net Revenue

Current: 0



Objective 3, Figure D: FRC Patron Visits





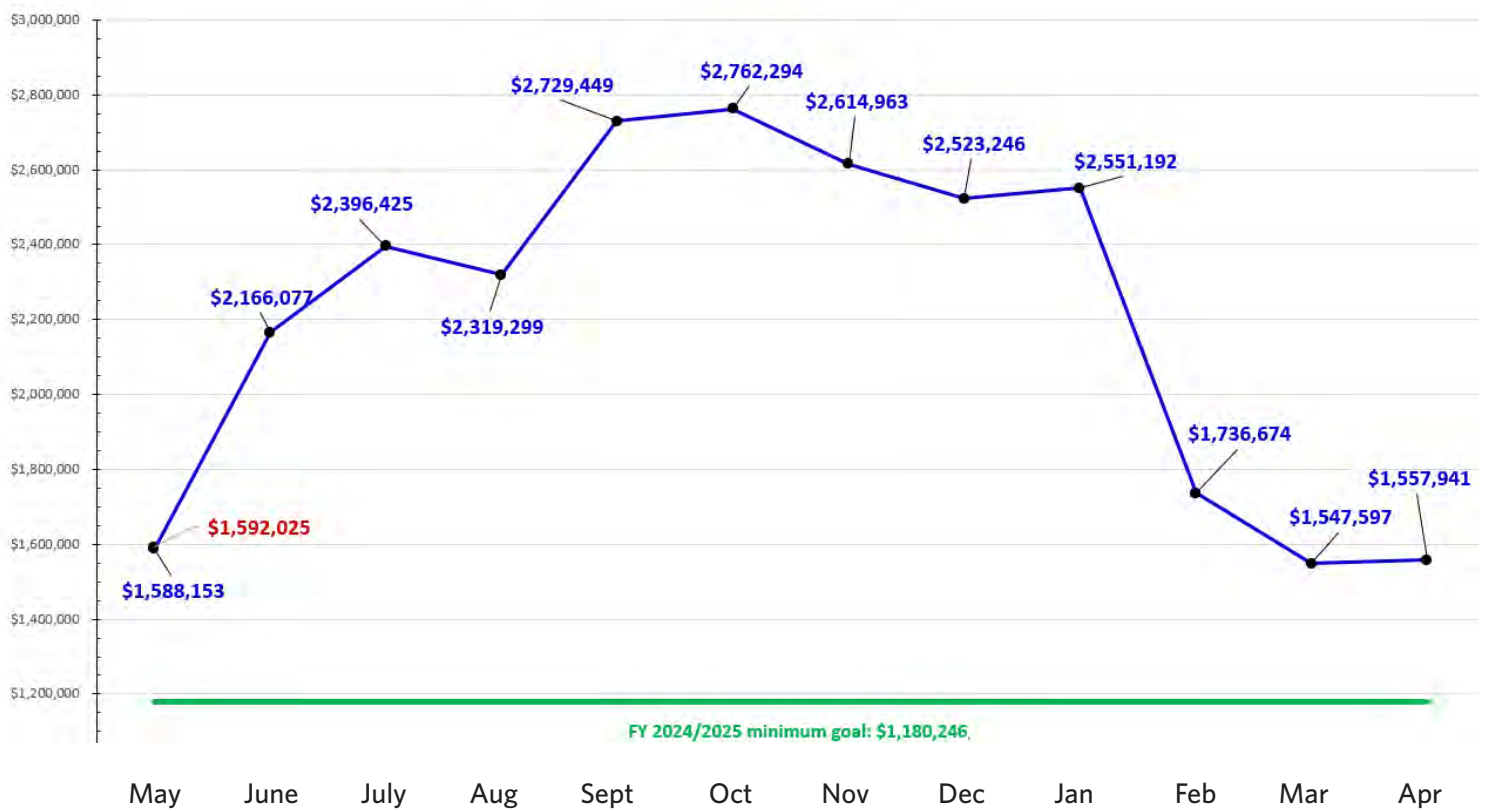
OBJECTIVES AND KEY RESULTS

4. FINANCE

COMPLETE?

- A Apply for the “Distinguished Budget Presentation Award” and is awarded by the Government Finance Officers Association (GFOA)
- B General Fund FY 24/25 minimum goal of \$1,180,246.
- C Recreation Fund FY 24/25 minimum goal of \$1,986,059.
- D Tennis Center Fund FY 24/25 minimum goal of \$1,457,593.

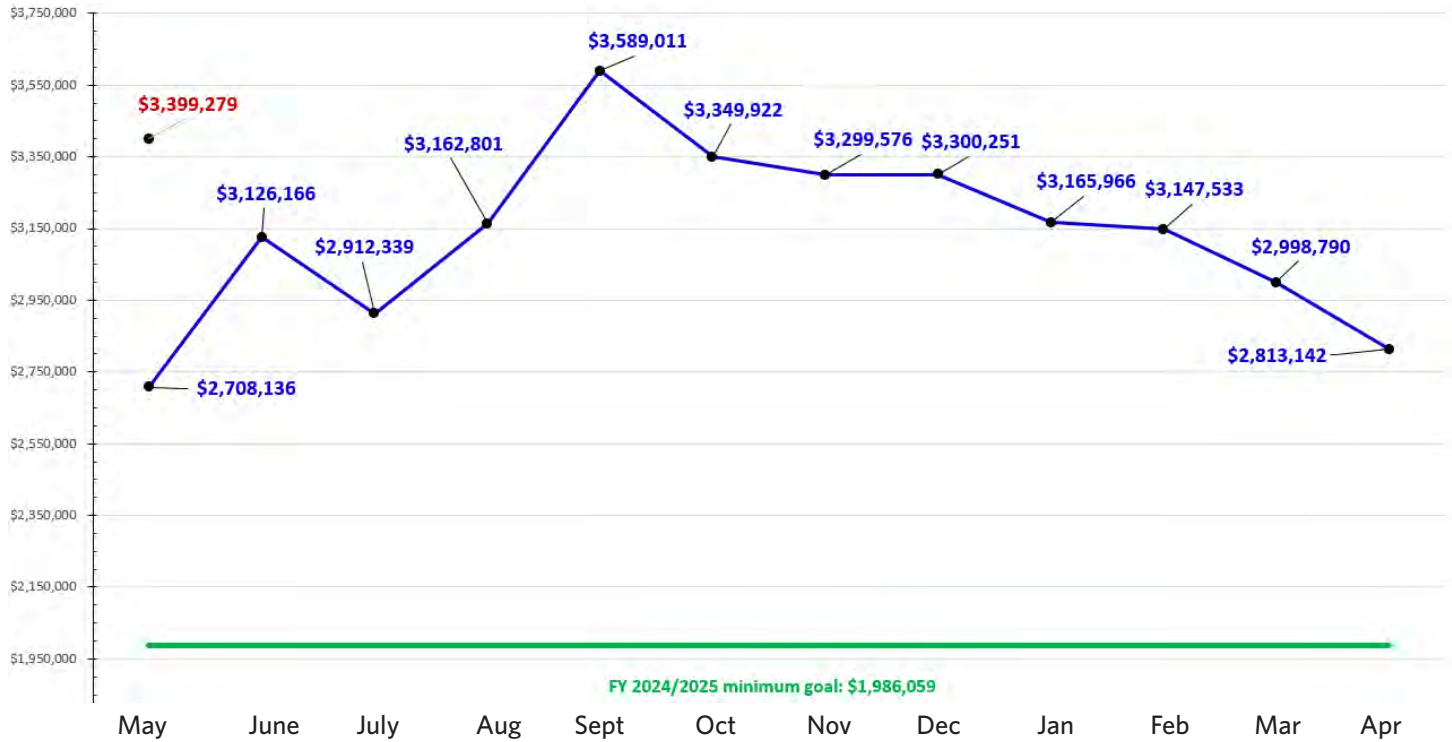
Objective 4, Figure B: General Fund





OBJECTIVES AND KEY RESULTS

Objective 4, Figure C: Recreation Fund



Objective 4, Figure D: Tennis Fund





May 1, 2024 - April 30, 2025

Employee Status	Accomplish 4 of 4 OKR's
Part-Time <400 Hours Annually	No Bonus PTO hours
Part-Time 400-999 Hours Annually	Cash payout of 8 PTO hours
Part-Time 1000-1,500 Hours Annually	Cash payout of 16 PTO hours
CPI & Full-Time 1,501 and Greater Hours Annually	Credit of 24 bonus PTO hours. Hours do not roll forward into the subsequent fiscal year.

Refer to the Personnel Policy Manual for specific details on eligibility for cash payouts and PTO hours.



Memo

To: Board of Commissioners
From: Bob Johnson, Deputy Director
Date: June 10, 2024
Re: Board Report

Parks

- Perennials have been planted, and flower beds mulched at the Oaks Amphitheater, Family Recreation Center, and Tennis Center.
- The Oak Brook Park District hosted a lacrosse and soccer tournament, and over 300 teams came to the park district. The staff has done an excellent job cleaning and maintaining the parks during those tournament weeks.
- Athletic fields have been aerated using a solid tine spiker. This maintenance procedure helps combat soil compaction and promotes a healthier root system.
- Irrigation and water fountains have been activated for the season at Central Park.
- Central Park West construction is underway. Interior demolition is almost completed. The contractor is working on the framing to pour concrete for the new foundation of the small building addition.
- The Parks Department took delivery of a new Ford F-250 pickup truck which was ordered last year. The truck will be fitted with a plow and salt spreader to replace the oldest truck in the fleet, a 2008 Ford F-250.

Aquatics and Maintenance

- Grant Gilchrist has accepted a new job with Glencoe Park District as their HR Manager. His time here has been greatly appreciated and we wish him the best as he pursues this next step in his career path. Interviews have begun for his replacement and we hope to have someone in place by early July.
- The lifeguard staff received a 5 Star Audit. The team included Grant Gilchrist, Deniz Barkan, Sean Kling, Angela Feng, and Kaylee Koski.
- A total of 12 new lifeguards were certified. High staff retention rates have helped us be less dependent upon new hires than most other aquatic facilities.
- Swim lesson registration is going well. Afternoons continue to be in high demand. In comparison, the morning slots are less consistent. Staff will review the numbers from the last two summers and look to restructure the summer schedule for next year to best maximize space within the facility.
As a result of lower enrollment for the morning classes, we were able to create 2 additional water exercise classes for our adult community.

Facilities

- The Pink 5K and Tom's Try-Athlon kicked off the summer schedule at the Park District. There were over 1,000 runners and walkers, dressed in pink, who enjoyed the brisk, sunny morning on Saturday, May 11th, making a meaningful impact over \$24,000 raised.

- On Saturday, June 1, the sights and sounds of the cicadas did not deter 150 triathletes to compete on the Central Park campus, swimming, biking, and running before the rain came through. Families and friends took advantage of the new poster table provided to make motivational signs to cheer on their athletes.
- The North Field Concessions is open for business selling pre-package food and drinks. Spectators and athletes have enjoyed the convenience of stopping by to purchase an ice-cold bottled water or a frozen popsicle. Continued improvements to the landscaping and building signage are ongoing. The Custodian Team has included the building and restroom in their daily schedule.
- The Ginger Creek Pavilion is available to rent beginning August 1st. There has already been significant interest in rentals, and the pavilion will be a great resource for residents to host gatherings.
- The Oak Brook 1st initiative has been well received by In-District households. On June 1, the FRC Front Desk processed three new Fitness Center memberships and five daily passes.



Oak Brook Park District Total Membership Packages/In-District Percentage

2024 Membership Package Data												
	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Total CPC Memberships	70	71	72	74	78							
Total FRC Memberships	1240	1313	1361	1407	1470							
Total SilverSneakers	735	785	818	855	888							
Total Renew Active	240	256	280	294	305							
Total Memberships	2285	2425	2531	2630	2741							
In-District	33%	33%	32%	32%	32%							
Out-of-District	67%	67%	68%	68%	68%							
2023 Membership Package Data												
	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Total CPC Memberships	38	39	40	40	43	45	48	53	56	59	61	63
Total FRC Memberships	704	762	793	815	839	859	893	925	966	1025	1085	1150
Total SilverSneakers	197	259	318	355	394	424	469	489	513	551	598	635
Total Renew Active	79	92	108	115	129	142	155	164	175	188	201	219
Total Memberships	1018	1152	1259	1325	1405	1470	1565	1631	1710	1823	1945	2067
In-District	41%	37%	37%	37%	37%	37%	36%	36%	35%	35%	34%	37%
Out-of-District	59%	63%	63%	63%	63%	63%	64%	64%	65%	65%	66%	63%



Oak Brook Park District Aquatic Rental/Programming Revenue Report

Aquatic Usage/Financial Report Parties and Rentals														
FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
23-24	Uses	26	52	45	25	26	25	22	27	34	33	36	29	380
	Parties	\$9,418	\$17,097	\$12,978	\$5,722	\$11,126	\$10,818	\$8,531	\$9,859	\$12,006	\$12,891	\$13,670	\$11,019	\$135,135
	Rentals	\$536	\$6,642	\$9,730	\$5,640	\$2,320	\$2,960	\$2,526	\$3,401	\$5,381	\$2,452	\$4,138	\$3,601	\$49,327
	TOTAL	\$9,954	\$23,739	\$22,708	\$11,362	\$13,446	\$13,778	\$11,057	\$13,260	\$17,387	\$15,343	\$17,808	\$14,620	\$184,462

24-25	Uses	28	59											87
	Parties	\$11,844	\$20,630											\$32,474
	Rentals	\$3,124	\$12,188	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,312
	TOTAL	\$14,968	\$32,818	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,786

Swim Lesson					
FY	Season	SUMMER	FALL	W/S	TOTAL
23-24	Registrations	998	918	1,450	3,366
	Private	\$36,058	\$30,485	\$53,494	\$120,037
	Group	\$57,232	\$68,714	\$118,237	\$244,183
	TOTAL	\$93,290	\$99,199	\$171,731	\$364,220

24-25	Registrations	403			403
	Private	\$20,155			\$20,155
	Group	\$24,772			\$24,772
	TOTAL	\$44,927	\$0	\$0	\$44,927

Swim Team						
FY	Season	SUMMER	FALL	WINTER	SPRING	TOTAL
23-24	Registrations	46	75	63	55	239
	Revenue	\$11,186	\$27,453	\$15,682	\$10,941	\$65,262

24-25	Registrations	39				39
	Revenue	\$10,004				\$10,004

Unfinished Business



Oak Brook Park District


BOARD MEETING

AGENDA ITEM – HISTORY/COMMENTARY

ITEM TITLE: FAMILY AQUATIC CENTER PAINT PROJECT BID

AGENDA NO.: 7 A

MEETING DATE: JUNE 17, 2024

STAFF REVIEW: Superintendent of Aquatic & Maintenance Operations, Rob Bond: 

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey: 

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

This project will be part of a collection of improvements to update the Family Aquatic Center. The paint remains mostly original from the 1998 build of the facility and this project will help create an updated look and feel in the aquatic center. Estimates were collected to determine the need for the formal bidding process.

The scope of work includes preparing, patching, and painting all vertical surfaces (walls), as well as select window and door trims, railings, and a section of existing duct work.

This project was put out to public bid in May 21, 2024. Three painting contractors submitted bids. The bid opening was held on June 4, 2024 at 1:00pm at the Family Recreation Center, at which time the bids were opened and read aloud. The bid tabulation results are included for review.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

Staff reviewed the bid submittals for accuracy and completeness. The lowest responsible bid was submitted by CertaPro Painters of La Grange, with a base bid cost of \$39,750. This contractor recently completed several painting projects at the Family Recreation Center. Staff has contacted references and recommends accepting proposal from CertaPro Painters of La Grange.

ACTION PROPOSED:

A Motion (and a second) to accept the bid from CertaPro Painters of La Grange for the Family Aquatic Center Paint Project, and to approve an agreement between the Oak Brook Park District and CertaPro Painters of La Grange for a total cost not-to-exceed \$39,750.

Oak Brook Park District

1450 Forest Gate Road
Oak Brook, IL 60523

Family Aquatic Center Painting Project

June 3, 2024 - 1:00 PM Bid Open

Bidder	Addendum	References	Bid Bond	Certifications	Total Bid
Bee Liner Lean Services 8401 S Thomas A2 Bridgeview, IL 60455	X	X	X	X	\$ 92,125.00
Midwest Decorating 44W108 Route 20 Hampshire, IL 60140	X	X	X	X	\$ 51,670.00
CertaPro Painters of La Grange 4705 Willow Springs Rd, Suite 202 La Grange, IL 60525	X	X	X	X	\$ 39,750.00

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR FAMILY AQUATIC CENTER PAINTING

This Agreement between and Owner and Contractor for Family Aquatic Center Painting (the "Agreement") is made as of the ___ day of June, 2024 by and between the Oak Brook Park District, an Illinois unit of local government (the "Park District" or the "Owner"), with its principal place of business at 1450 Forest Gate Road, Oak Brook, Illinois 60523 and CertaPro Painters of La Grange ("Contractor") with its principal place of business at 4705 Willow Springs Road, Suite 202, La Grange, Illinois, 60525. The Park District and Contractor may hereinafter be referred to together as the "Parties" or individually as a "Party".

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials. The Contractor shall provide all labor, equipment and materials required to complete the following work: painting all specified walls, doors, surfaces, and all other improvements at the Park District's Family Aquatic Center, and all other incidental and collateral work necessary to properly complete the work as indicated in the Bid Documents for Oak Brook Park District Family Aquatic Center Painting Project, dated May 21, 2024 ("Bid Documents").

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Contractor, the Bid Documents, Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Certifications, attached to and incorporated as part of this Agreement as **Exhibit B**, Contractor's Performance Bond and Payment Bond, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.

By its execution of this Agreement, Contractor acknowledges, agrees, represents, and warrants that Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, and otherwise to fulfill all its obligations thereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Final Completion. The failure or omission of Contractor to obtain, receive or examine the Contract Documents and become knowledgeable with respect to conditions of the Work, or to seek needed clarification from the Park District shall in no way be cause to alter this Agreement or the Contract Sum.

By its execution of this Agreement, Contractor represents and warrants that Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Before commencing activities, the Contractor shall: a) take field measurements and verify field conditions; b) carefully compare this and other information known to the Contractor with the Contract Documents; and c) promptly report errors, inconsistencies, or omissions discovered to the Park District.

3. Commencement and Completion Dates. Contractor shall commence the Work on or after August 13, 2024. Contractor shall achieve Substantial Completion of the Work on or before September 9, 2024 and shall

achieve Final Completion of the Work on or before September 13, 2024. Final Completion means the date the Work has been fully performed, all Work has been completed in accordance with the Contract Documents, including correction of any defective Work, and the Park District has inspected and accepted the completed Work and approved final payment to the Contractor.

4. Performance of Work.

a. Contractor shall perform all Work in a good and workmanlike manner. Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously at such a rate of progress and with an adequate work force as will ensure the completion of the Work in accordance with the Contract Documents by the Final Completion date. It is expressly understood and agreed by and between Contractor and Park District that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and actors prevailing in this locality. Contractor shall promptly notify the Park District immediately in writing: (i) of any information required from the Park District and necessary for Contractor to complete its Work in a timely manner; and (ii) of any Work requested by the Park District or required for the project that is not included in the scope of Work reflected in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the Work of its employees and its subcontractors' and suppliers' employees. Contractor shall keep all documents and information related to the project confidential and, except as required by law, shall not disclose such documents or information to any person or other party except the employees of Contractor and its subcontractors who need such documents or information to perform the Work and complete the project.

b. Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Park District and shall not unreasonably encumber the project site with such materials. The project site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

c. Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation. The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, or other equipment to insure against damage to said utility installation. The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

d. If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Contractor shall immediately stop the Work and notify the Park District of the condition in writing. The Park District shall then issue directions. The contract time and Contract Sum shall be equitably adjusted if necessitated by such directions of the Park District.

5. Contract Sum. The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Contract Documents the following amount: Thirty-nine Thousand Seven Hundred Fifty and 00/100 Dollars (\$39,750.00) (the "Contract Sum").

6. Payment. Payment shall be made by the Park District to the Contractor upon the Park District's receipt

of an invoice itemizing the Work properly performed as determined by the Park District, and delivery of lien waivers and sworn statements, for the period covered by the invoice. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

Final payment shall not become due until Contractor has fully performed the Work in accordance with the Contract Documents, including but not limited to correction of any defective Work, and delivery of all required documentation in accordance with Section 7 below. Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment. Final payment by the Park District shall not relieve Contractor of the responsibility for the correction of any and all defects in the Work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

7. Waiver of Liens. Prior to the payment of the Work, Contractor shall provide: a) for any payment other than final payment for the Work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/23), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. If at any time a mechanic's lien or other claim shall be filed, then Contractor shall promptly discharge, remove or otherwise dispose of such lien and, in the event Contractor fails to do, the Park District shall have the right to retain, out of any payment due or thereafter to become due to Contractor, an amount sufficient to completely indemnify the Park District against such lien or claim, including any reasonable attorneys' fees that have been or may be incurred by the Park District. If a lien remains unsatisfied after final payment is made, Contractor shall indemnify the Park District for all costs, expenses, and attorneys' fees incurred in the resolution of such lien.

Contractor warrants that title to all Work covered by an application for payment will pass to the Park District no later than the time of payment. Contractor further warrants that upon submittal of an application for payment all Work for which payments have been received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

8. Changes in the Work.

a. By appropriate modification, changes in the Work may be accomplished after execution of the Agreement. The Park District may order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Contract Sum and contract time being adjusted accordingly. Such changes in the Work shall be authorized by written change order signed by the Park District and Contractor ("Change Order"). Upon issuance of the Change Order, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order. Contractor shall be solely responsible for the cost of additional work and materials under any change order resulting from Contractor's negligent act or omission or failure to perform the Work

in accordance with the Contract Documents.

b. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or change in the contract time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. Accordingly, no course of conduct or dealing between the Parties, nor any express or implied acceptance of alterations or additions to the Work and no claim that the Park District has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the contract time.

c. Adjustments to the Contract Sum for changes in the Work other than changes in the Work involving items for which unit prices were requested by Park District and provided in Contractor's Proposal, shall be made as follows:

i. In the manner agreed to by the Parties, or in the absence of agreement then the combined allowance for overhead and profit in connection with changes to the Work shall be the lesser of the amount, if any, included in the Contractor's Proposal, or the following: (a) five percent (5%) of the cost of the change in the Work involved if performed by the Contractor not involving subcontractors, or (b) five percent (5%) of the cost of the change in the Work involved performed by subcontractors, plus two percent (2%) of the cost of the change in the Work for the Contractor's supervision of the work performed by the subcontractors. When both additions and credits covering related Work are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

d. Overtime, if and when specifically authorized in advance in writing by the Park District shall be paid by the Park District on the basis of premium payment if any, plus the cost of insurance and taxes based on the premium payment period. No overhead or profit may be charged for overtime. The Contractor shall not be entitled to any payment for overtime necessitated by the failure of the Contractor to perform the Work in accordance with the Contract Documents including without limitation to the Contractor's failure to prosecute the Work diligently and on an uninterrupted basis and with a sufficient work force so as to achieve completion of the Work within the time and in the manner contemplated by the Contract Documents or otherwise due to the fault of the Contractor. In such instances if the Park District requires the Contractor to perform Work on an overtime basis, all costs for and associates with such overtime shall be borne by the Contractor.

9. Progress Meetings and Coordination. On a weekly basis until Final Completion, or as otherwise agreed by the Parties, the Park District and Contractor shall participate in weekly progress meetings as applicable and necessary. The Contractor shall require its subcontractors and suppliers to be present at such meetings as appropriate based on the status of ongoing and scheduled Work. The Contractor shall report on the status of the Work, and the Parties shall discuss and attempt to resolve all requests for information, submittals, Change Order requests, and all other open items then pending.

10. Owner's Right to Correct the Work. If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any

and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

11. Delays. In the event the Work is delayed due to a cause beyond the reasonable control of Contractor, including strikes, labor disputes, lockouts, fire, shortages of labor or material, inclemency of weather, accidents, casualties, pandemic outbreaks, or government orders, Contractor shall not be liable for any damages caused by such delays, shortages, or disruptions and, provided that Contractor is in compliance with all other relevant provisions of this Agreement, the contract time shall be extended for such reasonable time as the Park District may determine; provided, however, that such extension of contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or which are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Park District to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal. Any such extension of contract time pursuant to this section shall be reduced to a Change Order. Extension of contract time pursuant to this section shall be the Contractor's sole and exclusive remedy for delay.

12. Warranties. Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall promptly correct any defective Work. Payment by the Park District for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to the Park District and delivered to the Park District. Except as otherwise provided in this Agreement, all warranties shall become effective on the Final Completion of the Work and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. Contractor shall promptly repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period.

13. Correction of the Work. In addition to the Contractor's obligations under Section 13, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 12, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Park District to do so unless the Park District has previously given the Contractor a written acceptance of such condition. The Park District shall give such notice promptly after discovery of the condition. The obligation under this Section 13 shall survive acceptance of the Work under the Contract Documents and termination of the Agreement. Corrective Work shall be warranted to be free from defects for a period equal to the longer of twelve (12) months after the completion of the corrective Work or one (1) year from the date of Final Completion of the Work, or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed and replace defective or

non-conforming materials and equipment, even though such deficiency, defect or non-conformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or equipment, or is required to be made to Work, materials or equipment covered by the Contractor or a subcontractor contrary to the Park District's request or to the request of a governmental officer, or to the requirements of the Contract Documents or governmental requirements, and was therefore not visible for inspection by the Park District or governmental officer, as applicable, at the time of inspection. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work. If the Contractor fails to correct nonconforming Work within a reasonable time, the Park District may correct it in accordance with Section 10.

14. Cleaning Up. The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of each site visit, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the Park District may do so and the cost thereof shall be charged to the Contractor.

15. Safety of Persons and Property.

- a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and
 - (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- c. The Contractor shall promptly remedy damage and loss to Park District property, or any property adjacent to Park District Property, caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible. The Park District reserves the right to restore any such property and deduct from payments then or thereafter due Contractor the cost of restoring such property, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

16. Insurance. The Contractor shall acquire and keep in force the following insurance coverage:

- c. **Commercial General and Umbrella Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 01 04 13, or

a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District, its elected and appointed officials, employees and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 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 Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from smoke, fire, pollution, explosion, collapse, or underground property damage.

d. Business Auto and Umbrella Liability Insurance. Contractor 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.

e. Workers Compensation Insurance. Contractor shall maintain workers compensation as required by statute 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.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor shall waive subrogation and all other rights against the Park District and its officers, officials, employees, and agents for recovery of damages arising out of or incident to the Contractor's work.

f. General Insurance Provisions

1. Evidence of Insurance. Prior to beginning Work, Contractor shall furnish to 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 the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District 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 Contractor's obligation to maintain such insurance. The Park District shall have the right, but not the obligation,

of prohibiting Contractor or any subcontractor from beginning the Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. 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.

3. Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. 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 Contractor 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.

5. Subcontractors. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

17. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend 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 (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, 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. Contractor shall similarly protect, indemnify, defend 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 Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its

defense shall not remove the Contractor's duty to indemnify, defend and hold the District harmless as set forth herein. The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided. Contractor's indemnification of the Park District shall survive the termination or expiration of the Agreement.

18. Performance and Payment and Bonds.

a. Contractor shall deposit with the Park District before commencing any work an *AIA A312-2010 Performance Bond and Payment Bond*, or an approved substitute, for 110% of the Contract Sum, guaranteeing the faithful performance of the Work in accordance with the Contract Documents, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage, and guarantee correction of Work. The surety must be approved by the Park District and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.* and this section. Contractor and all subcontractors shall name the Park District as an obligee on all bonds.

b. Whenever Contractor shall be and is declared by the Park District to be in default under the Agreement, the surety and the Contractor are each responsible to make full payment to the Park District for any and all extra work incurred by the Park District as a result of the Contractor's default and to pay to the Park District all attorneys' fees and court costs incurred by the Park District as a result of the Contractor's default, and in protecting the Park District's rights under the Contract Documents to remedy the Contractor's default.

19. Termination.

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination.

b. The Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within seven (7) days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Agreement and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any

deficiencies in accordance with Section 10 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Agreement by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Agreement.

Upon termination of this Agreement for any reason as provided herein: (1) Contractor shall not be entitled to damages or lost profits; and (2) except as otherwise provided herein, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

20. Compliance with Laws and Permits. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit B** to this Agreement.

The Work of this Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Illinois Department of Labor for public works projects in DuPage County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

21. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

22. No Liability. The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

23. 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 and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

24. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

25. Independent Contractor. Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

26. Non-Assignment. This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

27. Subcontracts. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the Agreement by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

28. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to the Park District: Oak Brook Park District
Attn: Rob Bond
1450 Forest Gate Road
Oak Brook, IL 60523
Email: rbond@obparks.org

If to Contractor:

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

29. Entire Agreement; No Amendment. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing and dated subsequent to the date of this Agreement and signed by an authorized representative of each Party.

30. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

31. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

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

OAK BROOK PARK DISTRICT

CERTAPRO PAINTERS OF LA GRANGE

By:

By:

President, Board of Park Commissioners

Attest:

Its:

Secretary, Board of Park Commissioners

TECHNICAL SPECIFICATIONS

Family Aquatic Center Painting Work

Scope of work:

1. Preparation
 - a. Surface shall be thoroughly cleaned of all dirt, debris, and dust.
 - b. Surface impurities shall be filled and prepared for proper receipt of primer and paint.
 - c. All areas not being painted shall be covered and/or protected from drips.

2. Bid should provide for painting all surfaces with material appropriate paints.
 - a. Primer should be applied where appropriate.
 - b. Minimum of 2 coats of paint to ensure proper coverage and consistency in appearance.
 - c. Colors used will be agreed upon by the Park District prior to application.
 - d. Proper paint type, specific to surface needs as noted below, will be used according to area painted. Substitute of materials proven comparable, or superior, to those noted must be approved by Park District in accordance with the Instructions to Bidders.

Surface	Product
Walls	Corotech V342 Epoxy
Balcony Rail	Corotech Command
Drywall ceiling	UltraSpec
Hand Rail	P22 Urethane Alkyd
Slide exterior	P22 Urethane Alkyd
Air ducts	Corotech/dryfall
Drywall/soffits	UltraSpec

Primers where appropriate
Zinsser 1-2-3
Stix
Rustoleum Primer

3. Surfaces included in scope of work:
 - a. Cinder block and steel beam walls
 - b. Drywall soffits and faux ceilings
 - c. Interior window and door frames
 - d. Railings and hand rails
 - e. Interior doors (2 interior exit, kitchen and office spaces)
 - f. Columns above tile
 - g. Duct work

EXCLUDED SURFACES FROM SCOPE OF WORK:

- i. *Water Slide*
- ii. *Ceiling and metal rafters*
- iii. *Aluminum window frames and doors on exterior walls*

4. Clean up
 - a. All splatters and drips are expected to be properly cleaned and removed from unwanted areas of the facility.
 - b. Any protective coverings are to be collected and removed from site.
 - c. Facility is expected to be in broom swept condition upon completion.



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: UNSUPERVISED MINIMUM AGE FOR FACILITY USAGE

AGENDA NO.: 7 B

MEETING DATE: JUNE 17, 2024

STAFF REVIEW: Superintendent of Recreation & Communication, Robert Pechous: *Robert Pechous*

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey: *Laure Kosey*

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

Currently, each facility has different minimum age requirements.

Fitness Center:

Supervised- Age 11-13 must be with an adult supervisor (18+).

Unsupervised- Age 14+

Track:

Supervised- Age 13 and under must be with an adult supervisor (18+).

Unsupervised- Age 14+

Open Gym:

Supervised- Age 9 and under must be with an adult supervisor (16+).

Unsupervised- Age 10+

Family Aquatic Center:

Supervised- Age 9 and under must be with an adult supervisor (16+).

Unsupervised- Age 10+

Tennis Center:

Supervised- Age 13 and under must be with an adult supervisor (16+).

Unsupervised- Age 14+

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

Staff are recommending having the same minimum age requirements for open-use facilities. Any open-use opportunity includes, but is not limited to, open swim, open gym, fitness center, track, etc. **The proposed age requirement would be 14 and older. Ages 13 and under require supervision by someone 16 or older.**

Updates would be made in the Administrative Policies and Procedures Manual, Sec 6.2 General Use Regulations, Sec 2.1 Public Use; Hours.

ACTION PROPOSED: A Motion (and a second) to approve the updated unsupervised minimum age for facility usage.

Chapter 2. Protection and Use of District Property

Sec. 2.1 Public Use; Hours

a) Regular Hours:

1) Except as otherwise provided in this section, and except for Central Park, District property shall be open to the public from sunrise in the morning until sunset in the evening of the same day, and shall be closed to the public from sunset each day until sunrise the following day, unless in connection with a District-sponsored function or unless a Permit therefor has first been obtained from the District. The Board may establish other hours during which District property or any parts thereof shall be opened or closed to the public. The District may periodically revise these hours.

2) The general hours of operations for District facilities located in Central Park shall be published in the District's Program Brochure and on its website. Central Park shall be open to the public from sunrise in the morning until sunset in the evening of the same day, except for portions utilized for facility parking or portions granted extended hours of use by Permit. Only the lighted portion of such facilities, parking lots and fields shall remain open after sunset.

3) No Person shall use, occupy, be in, or remain upon District property or leave any personal property in or upon District property which is closed to the public, or after closing hours, unless a Permit therefor has first been obtained from the District.

b) Special Closings. The District may close one or more parts of District property, including athletic fields, facilities, or any part thereof, to the public at any time and for any interval of time, either temporarily or at regular intervals, and either entirely or only as to certain uses, as deemed advisable and in the best interest of the public and the District.

c) Schedules, Fees, Rules, and Regulations. Time schedules for the operation of, and the activities to be conducted on District property, and the amount of facility permit and program fees may be reviewed and approved periodically by the Board. As permitted by law, fees charged to non-residents of the District need not be the same as fees charged to residents of the District. The Board may otherwise establish policies, rules, and regulations for proper conduct by Persons using District property. Specific policies, rules and regulations pertaining to District property and programs may be posted at or on the applicable District property, published in the District's Program Brochures, or otherwise made available to the users of District property, who shall be charged with actual knowledge thereof and shall obey or comply with all such policies, rules, and regulations. All Persons shall

abide by all District policies, rules and regulations and with the direct orders or requests of employees or agents of the District when using District property.

d) Admissions/Identification. No Person shall enter into, or be or remain in or upon District property without paying any required admission fees, without complying with any required registration requirements that may be established by the District, and without displaying any required admission identification. All required admission identification cards, papers and tickets are non-transferable and must be individually registered, unless otherwise specifically noted thereon. A charge may be made by the District for replacing required lost admission identification cards, papers, and tickets.

e) Unsupervised Minimum Age. For all open-use facilities, including but not limited to the Fitness Center, Track, Open Gym, and Family Aquatic Center, individuals aged 14 and older may use the facilities unsupervised. Children aged 13 and under shall be supervised by someone who is at least 16 years old.



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: OBJECTIVES AND KEY RESULTS FOR MAY 1, 2024, THROUGH APRIL 30, 2025.

AGENDA No.: 7 C

MEETING DATE: JUNE 17, 2024

STAFF REVIEW: Superintendent of Recreation & Communication, Robert Pechous: *Robert Pechous*

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey: *Laure Kosey*

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

Over the past year, staff has worked on four (4) primary annual goals to be accomplished from May 1, 2023, to April 30, 2024. Each goal is specific, measurable, achievable, relevant, and time bound. Each month, staff are updated on the status of the goals, and the report is distributed to staff in addition to being included in the monthly board packet.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

The Leadership Team developed 4 new goals that will be measured from May 1, 2024, to April 30, 2025. If the objectives are met, full-time staff would receive paid time off (PTO), and part-time staff (working at least 400 hours) would receive a cash bonus equivalent to the PTO received by the full-time staff.

ACTION PROPOSED: A Motion (and a second) to approve the Objectives and Key Results for May 1, 2024 – April 30, 2025.

OBJECTIVES AND KEY RESULTS

May 1, 2024 - April 30, 2025

MONTHLY UPDATE June 1, 2024

Accomplish 4 of 4 OKR's: May 1, 2024 – April 30, 2025

“Accomplish” means 3 of 4 subgoals under each main objective, are completed.

1. MEMBERSHIP & FACILITIES

COMPLETE?

- A FRC to increase membership revenue by 4% compared to April 30 of previous year to date.
- B Obtain 100 new Tennis Center Members to take programming.
- C Create 5 new opportunities to promote resident membership.
 - 1. Oak Brook First on the 1st
 - 2. _____
 - 3. _____
 - 4. _____
 - 5. _____
- D Healthcare Memberships, RenewActive, and Silver Sneakers, yearly goal of \$100,000 in membership revenue.

Objective 1, Figure A: FRC Membership Revenue



Objective 1, Figure B: TC New Members



Objective 1, Figure D: Healthcare Membership Revenue





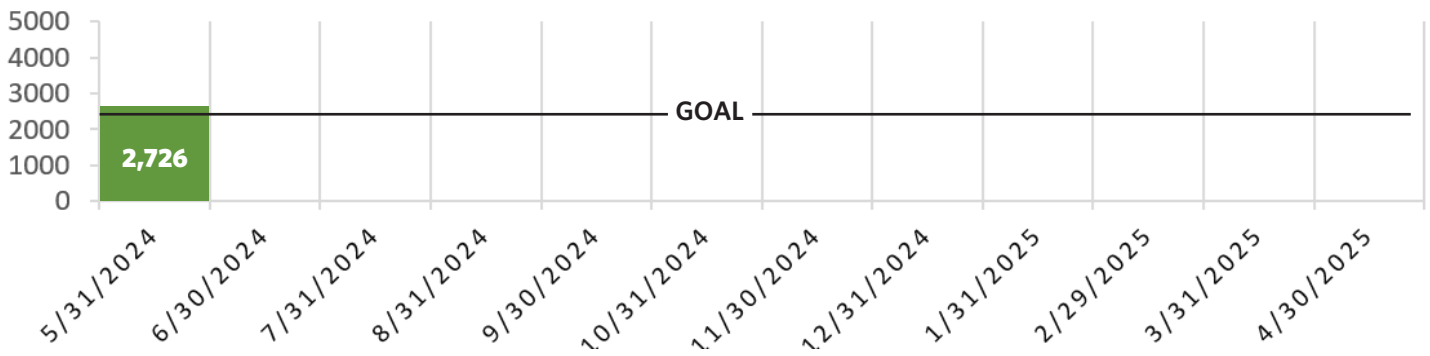
OBJECTIVES AND KEY RESULTS

2. MARKETING & COMMUNICATIONS

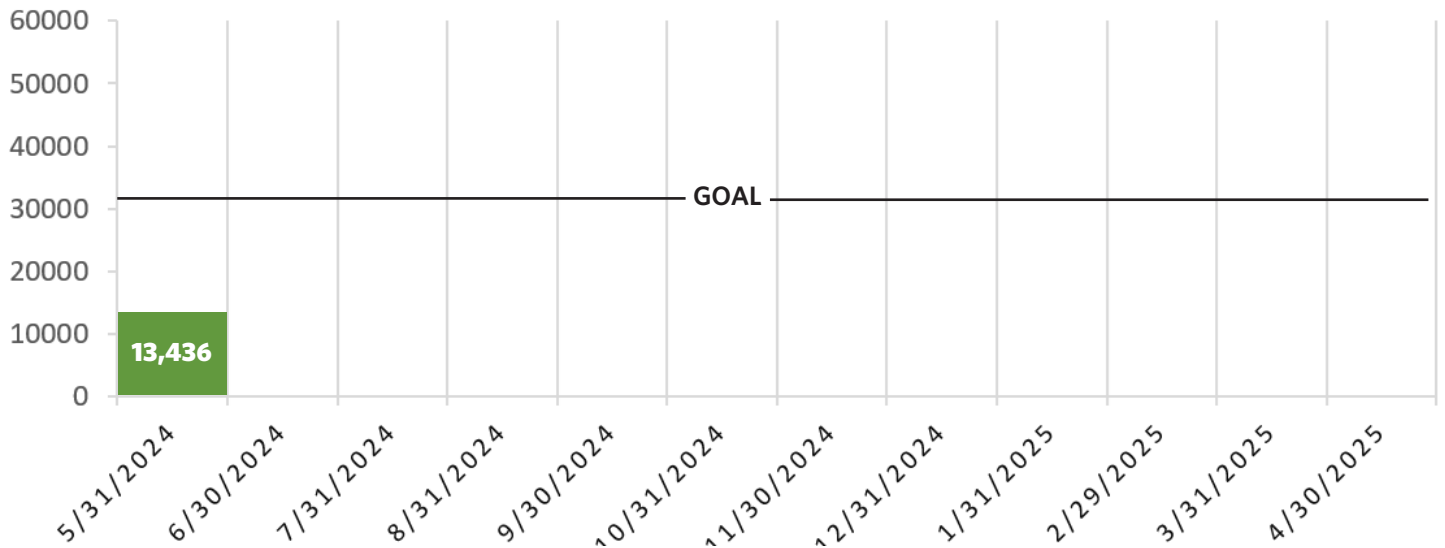
COMPLETE?

- A Increase average engagement on Facebook to 2,500 from 1,865 per month.
- B Increase average reach on Facebook to 32,000 from 25,423 per month.
- C Measure open rates on a monthly basis of FT/PT employee communication.
FT = 87% PT = 65%.
- D Six in-house projects identifying cost savings.
 1. Gold Medal 2024 Finalist Video done In-House
 2. OBPD Mural from a Volunteer
 3. _____
 4. _____
 5. _____
 6. _____

Objective 2, Figure A: Facebook Engagement



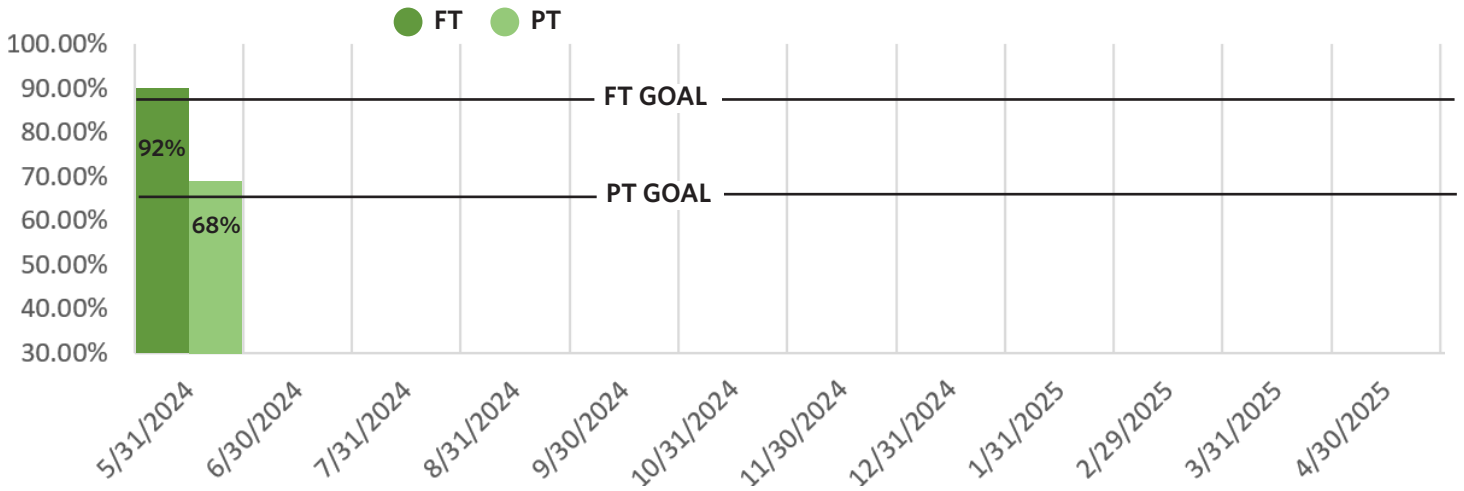
Objective 2, Figure B: Facebook Reach





OBJECTIVES AND KEY RESULTS

Objective 2, Figure C: Open Rate



3. RECREATION & PROGRAMMING

COMPLETE?

- A Add a minimum of 5 new programs/events with at least three departments.
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
- B Reaching a minimum net revenue total gain of \$50,000 from new programs.
- C Provide an event at no cost to the in-district participants. _____
- D Increase the number of overall patron visits to the Family Recreation Center by 2%.

Objective 3, Figure B: Park District Program Net Revenue

Current: 0



Objective 3, Figure D: FRC Patron Visits





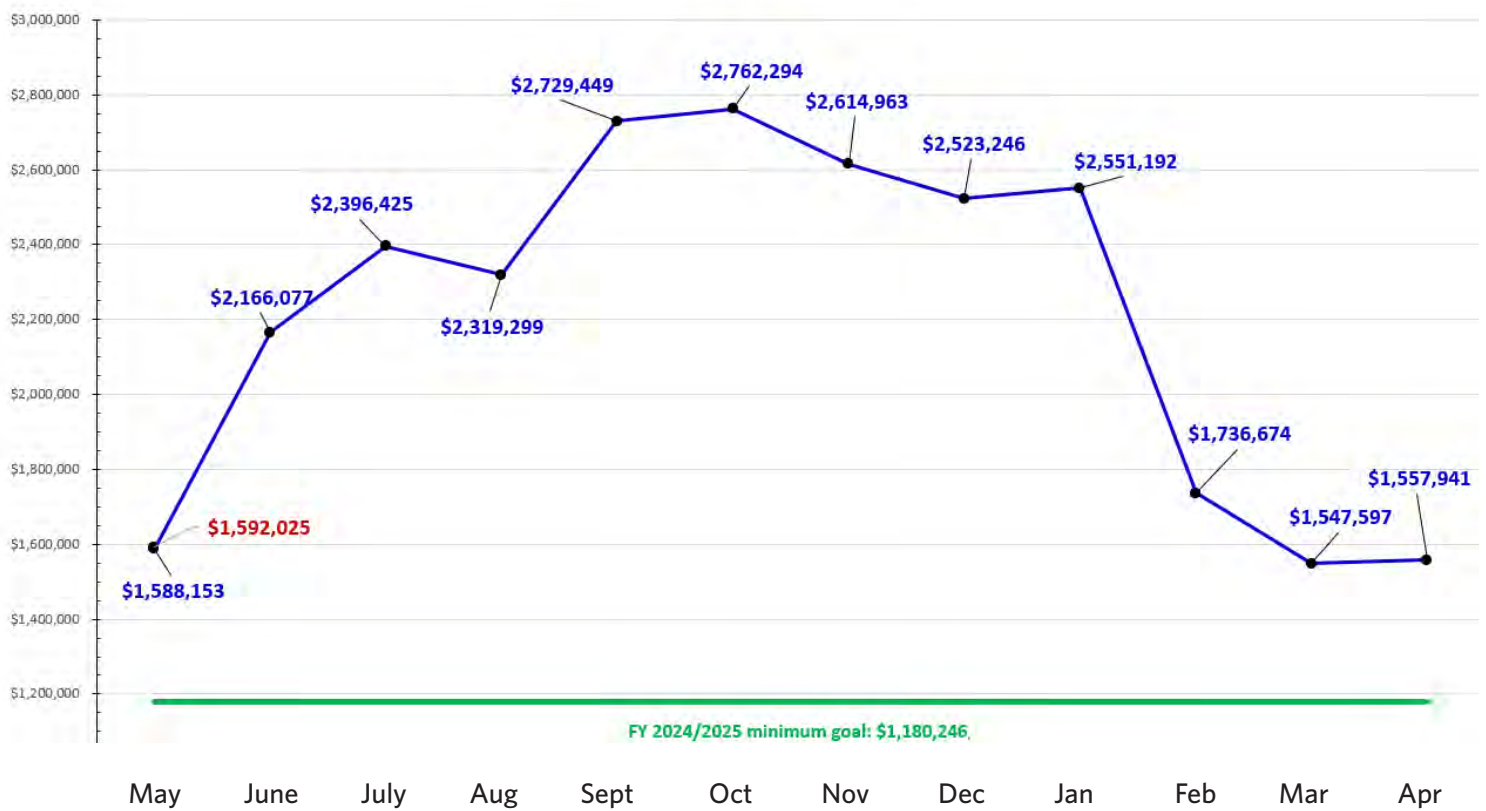
OBJECTIVES AND KEY RESULTS

4. FINANCE

COMPLETE?

- A Apply for the “Distinguished Budget Presentation Award” and is awarded by the Government Finance Officers Association (GFOA)
- B General Fund FY 24/25 minimum goal of \$1,180,246.
- C Recreation Fund FY 24/25 minimum goal of \$1,986,059.
- D Tennis Center Fund FY 24/25 minimum goal of \$1,457,593.

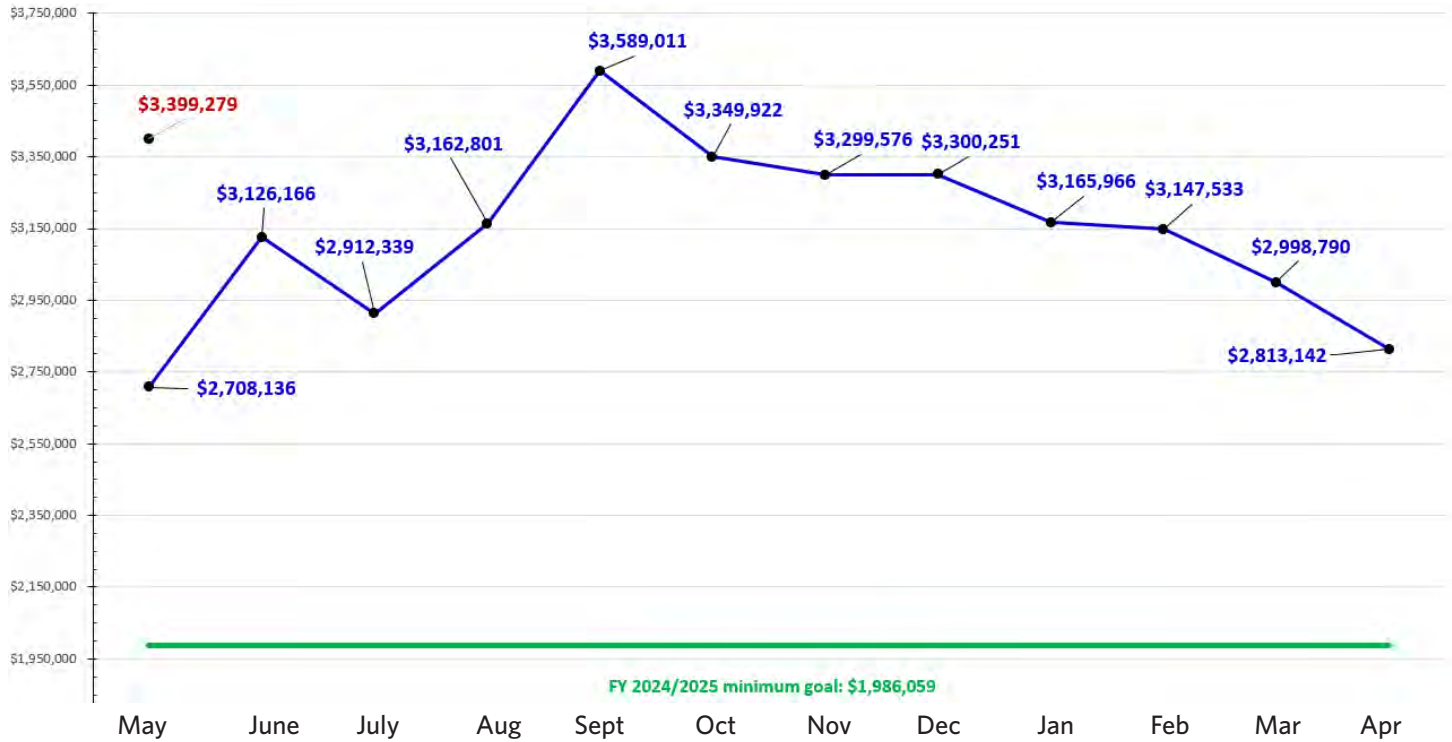
Objective 4, Figure B: General Fund





OBJECTIVES AND KEY RESULTS

Objective 4, Figure C: Recreation Fund



Objective 4, Figure D: Tennis Fund





May 1, 2024 - April 30, 2025

Employee Status	Accomplish 4 of 4 OKR's
Part-Time <400 Hours Annually	No Bonus PTO hours
Part-Time 400-999 Hours Annually	Cash payout of 8 PTO hours
Part-Time 1000-1,500 Hours Annually	Cash payout of 16 PTO hours
CPI & Full-Time 1,501 and Greater Hours Annually	Credit of 24 bonus PTO hours. Hours do not roll forward into the subsequent fiscal year.

Refer to the Personnel Policy Manual for specific details on eligibility for cash payouts and PTO hours.



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: PURCHASE OF LIFE FLOOR MATERIAL AND INSTALLATION THROUGH BUY BOARD PURCHASING COOPERATIVE

AGENDA NO.: 7 D

MEETING DATE: JUNE 17, 2024

STAFF REVIEW:

Deputy Director, Bob Johnson:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

The existing ceramic tile flooring in the Family Aquatic Center is original to the facility. Over the last several years, the floor has begun to deteriorate, causing tiles to crack, and become dislodged, creating safety concerns. The cracked and loose tiles also allow water to permeate into the concrete substrate below, which causes further deterioration.

Aquatic staff have researched various options for replacing the flooring with a modern solution which is designed for aquatic environments. Staff have visited several facilities to evaluate flooring in-person, and have chosen the Life Floor product as the best solution for flooring replacement. Life Floor is a cushioned tile system which offers slip resistance and a softer feel than the hard tile options. The existing tile flooring would be removed, the concrete substrate inspected and repaired, and finally the new Life Floor tiles will be installed. This work will take place during the annual Aquatic Center shutdown in August.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

Staff recommends purchasing the product and installation through the Buy Board Purchasing Cooperative. Life Floor has provided a proposal which includes installation from one of their authorized installers, Progressive Commercial Aquatics in the amount of \$235,994.62. This project requires prevailing wage as well as payment and performance bonds.

ACTION PROPOSED:

A Motion (and a second) to accept the proposal from Progressive Commercial Aquatics for the purchase of Life Floor and installation, and to approve an agreement between the park district and Progressive Commercial Aquatics for a total cost not-to-exceed \$235,994.62.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR AQUATIC DECK SERVICES

This Agreement between and Owner and Contractor for Aquatic Deck Services (the "Agreement") is made as of the ____ day of ____, 2024 by and between the Oak Brook District, an Illinois unit of local government (the "Park District" or the "Owner"), with its principal place of business at 1450 Forest Gate Road, Oak Brook, Illinois 60523 and Progressive Commercial Aquatics, Inc. ("Contractor") with its principal place of business at 2510 Farrell Road, Houston, Texas 77020. The Park District and Contractor may hereinafter be referred to together as the "Parties" or individually as a "Party".

- A. Owner desires to employ Contractor to install a new pool deck and related services at the Owner's Family Recreation Center (the "Project").
- B. The Parties agree that this Agreement is made pursuant to the BuyBoard Proposal Invitation No. 701-23, Swimming Pool Chemicals, Supplies, and Equipment and the BuyBoard contract awarded to Progressive Commercial Aquatics, Inc. for the same.
- C. Contractor agrees to provide the services for the Project based on the following terms and conditions.

1. Labor and Materials. The Contractor shall provide all labor, equipment and materials required to complete the following work: install a new pool deck at the Park District's Family Recreation Center as indicated in Contractor's Proposal dated May 9, 2024 (the "Work"), attached to and incorporated as part of this Agreement as **Exhibit A** ("Contractor's Proposal").

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Contractor, BuyBoard Proposal Invitation No. 701-23, Swimming Pool Chemicals, Supplies, and Equipment and the BuyBoard contract awarded to Progressive Commercial Aquatics, Inc. for the same, attached to and incorporated as part of this Agreement by reference ("BuyBoard Contract"), Contractor's Proposal, Contractor's Certifications, attached to and incorporated as part of this Agreement as **Exhibit B**, Contractor's Performance Bond and Payment Bond, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Contract Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.

By its execution of this Agreement, Contractor acknowledges, agrees, represents, and warrants that Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, and otherwise to fulfill all its obligations thereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Final Completion. The failure or omission of Contractor to obtain, receive or examine the Contract Documents and become knowledgeable with respect to conditions of the Work, or to seek needed clarification from the Park District shall in no way be cause to alter this Agreement or the Contract Sum.

By its execution of this Agreement, Contractor represents and warrants that Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Before commencing activities, the Contractor shall:

- a) take field measurements and verify field conditions;
- b) carefully compare this and other information known to

the Contractor with the Contract Documents; and c) promptly report errors, inconsistencies, or omissions discovered to the Park District.

3. Commencement and Completion. The Work for the Contract shall commence on September 1, 2024, or such other date as agreed upon by the Parties. Contractor shall achieve Final Completion of the Work on or before September 12, 2024, or such other date as agreed upon by the Parties. Final Completion means the date the Work has been fully performed, all Work has been completed in accordance with the Contract Documents, including correction of any defective Work, and the Park District has inspected and accepted the completed Work and approved final payment to the Contractor.

4. Performance of Work.

a. Contractor shall perform all Work in a good and workmanlike manner. Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously at such a rate of progress and with an adequate work force as will ensure the completion of the Work in accordance with the Contract Documents by the Final Completion date. It is expressly understood and agreed by and between Contractor and Park District that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and actors prevailing in this locality. Contractor shall promptly notify the Park District immediately in writing: (i) of any information required from the Park District and necessary for Contractor to complete its Work in a timely manner; and (ii) of any Work requested by the Park District or required for the Project that is not included in the scope of Work reflected in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe manner. Contractor shall be solely responsible for the Work of its employees and its subcontractors' and suppliers' employees. Contractor shall keep all documents and information related to the Project confidential and, except as required by law, shall not disclose such documents or information to any person or other party except the employees of Contractor and its subcontractors who need such documents or information to perform the Work and complete the Project.

b. Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Park District and shall not unreasonably encumber the Project site with such materials. The Project site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

c. Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation. The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, or other equipment to insure against damage to said utility installation. The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

d. If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Contractor shall immediately stop the Work and notify the Park District of the condition in writing. The Park District shall then issue written directions. Contractor shall not proceed with the Work until the Park District has

issued written directions. The contract time and Contract Sum shall be equitably adjusted if necessitated by such directions of the Park District.

5. Contract Sum. The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Contract Documents the following amount: Two Hundred Thirty-Five Thousand Nine Hundred Ninety-Four and 62/100 Dollars (\$235,994.62.00) (the "Contract Sum").

6. Payment. Payment of the Contract Sum shall be made by the Park District to the Contractor in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Progress payments will be made upon the Park District's receipt of an invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice, and delivery of lien waivers and sworn statements in accordance with Section 7 below. In the event progress payments are made, such payments shall be made as a percentage of the Contract Sum which is equal to the percentage of completion of the Work, less retention of ten percent (10%) until fifty percent (50%) completion of the Work. Upon 50% completion of the Work, the Park District will reduce the retainage to five percent (5%). For each progress payment made after 50% completion of the Work, the Park District may withhold five percent (5%) retainage from the payment otherwise due.

Final payment shall not become due until Contractor has fully performed the Work in accordance with the Contract Documents, including but not limited to correction of any defective Work, delivery of all warranties, and delivery of all final lien waivers and sworn statements in accordance with Section 7 below. Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment. Final payment by the Park District shall not relieve Contractor of the responsibility for the correction of any and all defects in the Work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

Contractor shall require all subcontractors to comply with the retainage limits as set forth in the Public Construction Bond Act, 30 ILCS 550/1 *et seq.* when issuing payment.

7. Waiver of Liens. Prior to the payment of the Work, Contractor shall provide: a) for any payment other than final payment for the Work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/23), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. If at any time a mechanic's lien or other claim shall be filed, then Contractor shall promptly discharge, remove or otherwise dispose of such lien and, in the event Contractor fails to do, the Park District shall have the right to retain, out of any payment due or thereafter to become due to Contractor, an amount sufficient to completely indemnify the Park District against such lien or claim, including any reasonable attorneys' fees that have been or

may be incurred by the Park District. If a lien remains unsatisfied after final payment is made, Contractor shall indemnify the Park District for all costs, expenses, and attorneys' fees incurred in the resolution of such lien.

Contractor warrants that title to all Work covered by an application for payment will pass to the Park District no later than the time of payment. Contractor further warrants that upon submittal of an application for payment all Work for which payments have been received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

8. Changes in the Work.

a. By appropriate modification, changes in the Work may be accomplished after execution of the Agreement. The Park District may order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Contract Sum and contract time being adjusted accordingly. Such changes in the Work shall be authorized by written change order signed by the Park District and Contractor ("Change Order"). Upon issuance of the Change Order, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order. Contractor shall be solely responsible for the cost of additional work and materials under any Change Order resulting from Contractor's negligent act or omission or failure to perform the Work in accordance with the Contract Documents.

b. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or change in the contract time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. In the event Contractor has a claim for an increase in the Contract Sum or time to complete the Work, Contractor shall provide written notice to the Park District before proceeding to execute the Work. Contractor shall not perform such Work associated with the claim until approved by written Change Order by the Park District. Accordingly, no course of conduct or dealing between the Parties, nor any express or implied acceptance of alterations or additions to the Work and no claim that the Park District has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the contract time.

c. No Change Order shall be approved or paid unless preceded by a written direction for the Change Order is provided by the Park District. This requirement cannot be waived by conduct, custom, or practice with respect to this Project or other projects. There shall be no implied or constructive change orders.

d. Adjustments to the Contract Sum for changes in the Work other than changes in the Work involving items for which unit prices were requested by Park District and provided in Contractor's Proposal, shall be made in accordance with the BuyBoard Contract.

9. Progress Meetings and Coordination. On a weekly basis until Final Completion, or as otherwise agreed by the Parties, the Park District and Contractor shall participate in weekly progress meetings as applicable and necessary. The Contractor shall require its subcontractors and suppliers to be present at such meetings as appropriate based on the status of ongoing and scheduled Work. The Contractor shall report on the status of the Work, and the Parties shall discuss and attempt to resolve all requests for information, submittals, Change Order requests, and all other open items then pending.

10. Correction of the Work. The Contractor shall promptly correct Work rejected by the Park District or failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, the cost of repairing or replacing all adjacent work not necessarily provided by the Contractor, but damaged as a result of such defect or non-conformity or as a result of remedying them, and compensation for an architectural or engineering services and expenses made necessary thereby, shall be at the Contractor's expense. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work. If the Contractor fails to correct nonconforming Work within a reasonable time, the Park District may correct it in accordance with Section 11.

11. Owner's Right to Correct the Work. If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

12. Delays. In the event the Work is delayed due to a cause beyond the reasonable control of Contractor, including strikes, labor disputes, lockouts, fire, shortages of labor or material, inclemency of weather, accidents, casualties, pandemic outbreaks, or government orders, Contractor shall not be liable for any damages caused by such delays, shortages, or disruptions and, provided that Contractor is in compliance with all other relevant provisions of this Agreement, the contract time shall be extended for such reasonable time as the Park District may determine; provided, however, that such extension of contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or which are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Park District to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal. Any such extension of contract time pursuant to this section shall be reduced to a Change Order. Extension of contract time pursuant to this section shall be the Contractor's sole and exclusive remedy for delay.

13. Warranties. Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall promptly correct any defective Work. Payment by the Park District for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to the Park District and delivered

to the Park District. All warranties shall become effective on the Final Completion of the Work and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. Contractor shall promptly repair and replace, as determined by Owner, any defects or deficiencies at no charge to Owner during any warranty period.

14. Cleaning Up. The Contractor shall keep the Project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of each site visit, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the Park District may do so and the cost thereof shall be charged to the Contractor.

15. Safety of Persons and Property.

- a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and
 - (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- c. The Contractor shall promptly remedy damage and loss to Park District property, or any property adjacent to Park District Property, caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible. The Park District reserves the right to restore any such property and deduct from payments then or thereafter due Contractor the cost of restoring such property, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

16. Insurance. The Contractor shall acquire and keep in force the following insurance coverage:

- a. **Commercial General and Umbrella Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, products-completed operations, personal injury and advertising

injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District, its elected and appointed officials, employees and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 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 Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from smoke, fire, pollution, explosion, collapse, or underground property damage.

If the Contractor maintains higher limits than the minimums shown above, the Park District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Park District.

b. Continuing Completed Operations Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following completion of the Work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

c. Business Auto and Umbrella Liability Insurance. Contractor 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.

d. Workers Compensation Insurance. Contractor shall maintain workers compensation as required by statute 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.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor shall waive subrogation and all other rights against the Park District and its

officers, officials, employees, and agents for recovery of damages arising out of or incident to the Contractor's work.

e. General Insurance Provisions

1. Evidence of Insurance. Prior to beginning Work, Contractor shall furnish to 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 the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District 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 Contractor's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from beginning the Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. 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.

3. Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. 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 Contractor 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.

5. Subcontractors. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

17. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend 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 (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death,

or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, 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. Contractor shall similarly protect, indemnify, defend 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 Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

Nothing contained herein shall be construed as prohibiting the Park District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The Park District's participation in its defense shall not remove the Contractor's duty to indemnify, defend and hold the Park District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided. Contractor's indemnification of the Park District shall survive the termination or expiration of the Agreement.

18. Performance, Payment and Maintenance Bonds.

a. Contractor shall deposit with the Park District before commencing any work an *AIA A312-2010 Performance Bond and Payment Bond*, or an approved substitute, for 110% of the Contract Sum, guaranteeing the faithful performance of the Work, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage, and guarantee correction of Work. The surety must be approved by the Park District and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.* and this section. Contractor and all subcontractors shall name the Park District as an obligee on all bonds.

b. Whenever Contractor shall be and is declared by the Park District to be in default under the Agreement, the surety and the Contractor are each responsible to make full payment to the Park District for any and all extra work incurred by the Park District as a result of the Contractor's default and to pay to the Park District all attorneys' fees and court costs incurred by the Park District as a result of the Contractor's default, and in protecting the Park District's rights under the Contract Documents to remedy the Contractor's default.

19. Termination.

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the

Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination.

b. The Park District may terminate the Agreement, in whole or in part, for cause if Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within seven (7) days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Agreement and enter into an agreement with another contractor or contractors to provide the Work. In such event: (1) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; (2) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 11 of this Agreement; and (3) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

c. Upon termination of this Agreement for any reason as provided herein: (1) Contractor shall not be entitled to damages or lost profits; and (2) except as otherwise provided herein, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

20. Compliance with Laws and Permits. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit B** to this Agreement.

The Work of this Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Illinois Department of Labor for public works projects in DuPage County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

21. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

22. No Liability. The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

23. 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 and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

24. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

25. Independent Contractor. Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

26. Non-Assignment. This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

27. Subcontracts. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the Agreement by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

28. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to the Park District: Oak Brook Park District
Attn: Bob Johnson
1450 Forest Gate Road
Oak Brook, IL 60523

Email: bjohnson@obparks.org

If to Contractor:

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

29. Entire Agreement; No Amendment. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing and dated subsequent to the date of this Agreement and signed by an authorized representative of each Party.

30. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

31. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

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

OAK BROOK PARK DISTRICT

PROGRESSIVE COMMERCIAL AQUATICS, INC.

By:

By:

Sharon Knitter
President, Board of Park Commissioners

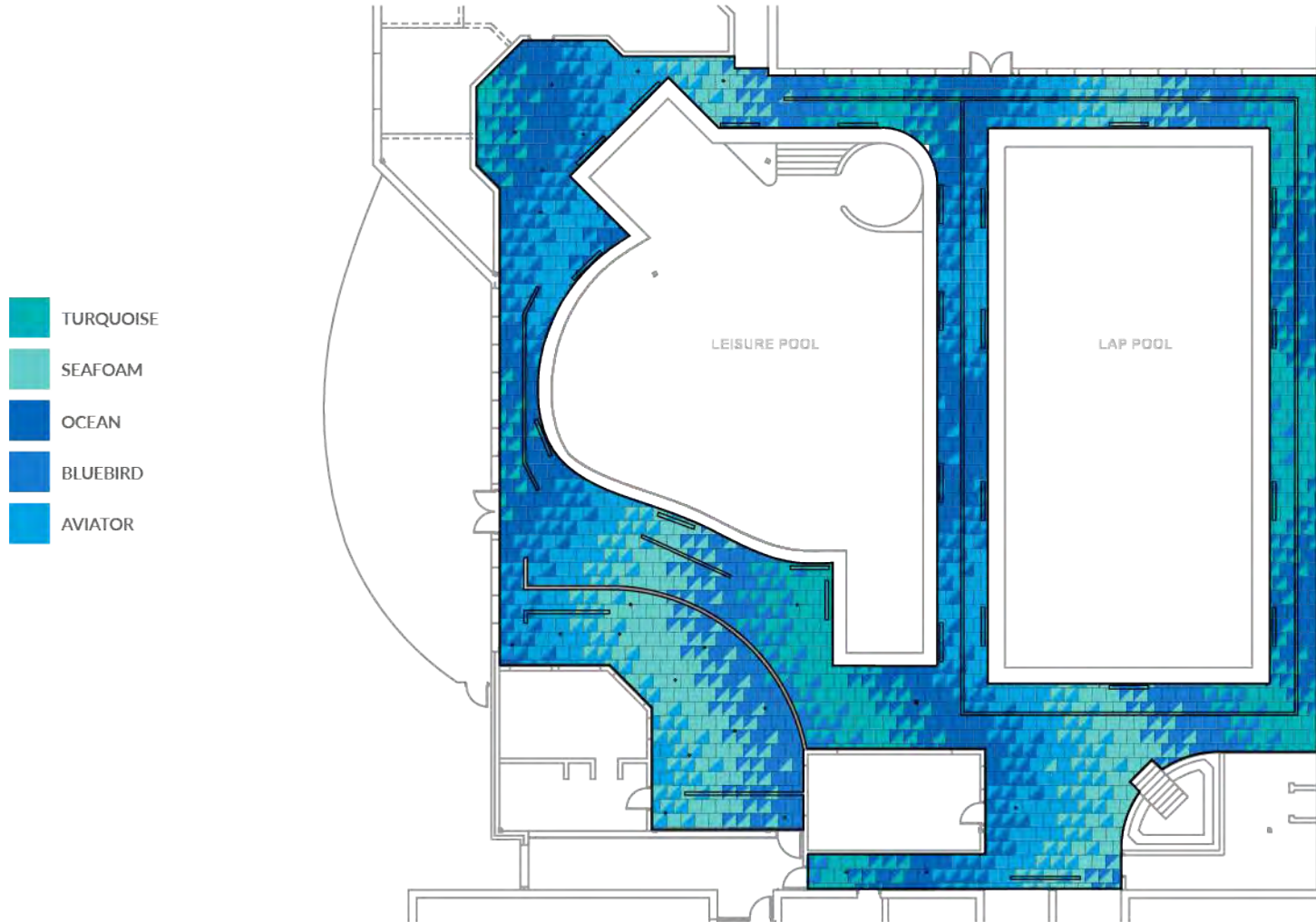
Attest:

Its:

Laure Kosey
Secretary, Board of Park Commissioners

OAK BROOK PARK

OAK BROOK, IL



SCALE: 1" - 20'-0"

DATE: FEBRUARY 12, 2024
DESIGNER: MM
PROJECT AREA: 5528 SQ FT / 513 SQM
OPP: 3125

NOTES

1. TWO LIFE FLOOR LOGO TILES ARE INCLUDED AS REQUIRED BY THE NSF/ANSI/CAN 50 SPLASH PAD SAFETY SURFACING STANDARD.
2. SOME VARIATION IN SHADING MAY OCCUR DUE TO MATERIAL PROPERTIES AND RANDOMIZED TEXTURE DIRECTION AT INSTALLATION.
3. INSTALLED LAYOUT MAY VARY FROM THIS DRAWING BASED ON INSTALLERS' VERIFICATION OF DIMENSIONS AND CONDITIONS ON SITE.

PROGRESSIVE COMMERCIAL AQUATICS

A LANDMARK AQUATIC COMPANY

Date: May 9th, 2024

Account: Oak Brook Park District

Project: Life Floor Family Rec Center

Buyboard#701-23

LABOR COSTS:

Labor Scope of Work WITHOUT office included:

- Landmark Aquatic will provide labor to install Life Floor on the pool deck at the rec center. Approx 5,528 SQ. FT.
- Landmark Aquatic will lay, cut, and adhere 3/8" Life Floor replacement Ripple 2.0 tiles in pattern approve on renderings.
- Landmark Aquatic will wipe down the new Life Floor to remove any residual adhesive left on the surface or seams of the tiles.
- Landmark Aquatic will roll the Life Floor tiles down to ensure proper tile adhesion.
- Landmark Aquatic will complete a final quality control check of tile installation and do a walk through with Site Supervisor before leaving the project.

**WITHOUT office Installation Labor Total: (includes labor only with travel):
\$106,597.33 (discounted on top of buyboard pricing for volume)**

(Buyboard Rate: 9hrs per day @\$170/man/hr x 6men x 13 days= \$119,340 normal rate) **Includes Prevailing wages.

MATERIALS COSTS:

- **OPTION 2 WITHOUT OFFICE INCLUDED ripple 2.0 3/8" tile with adhesive and freight in pattern on rendering: \$127,397.29 (Normal cost is \$138,087 on materials and freight)**

Material and Labor Total: \$233,994.62

Payment Performance Bond: \$2,000

Grand Total Labor/Materials/Bonds Included: \$235,994.62

EXCLUSIONS:

- Any tile or coating removal of existing surface
- any repairs to substrates once demo contractor is complete
- anything not specifically listed in the inclusions of this quote.
- Bid/performance bonds (can include if needed and will revise quote)
- taxes

**In the case any concrete work needs to be done we will assess at that time and determine if your contractor is needed back or if we can handle it and bill at time and materials additional.

**NOTE: Baseboard is not included at any room finish locations. Tiles to be installed tight against walls, bleachers etc.

**NOTE: All finish caulking at joints etc. provided by others (if required)

Thank you,

Myles Phelps
Progressive Commercial Aquatics, Inc.

15616 Schmidt Loop Manor, Texas 78653 (949) 606-5869 Fax (512) 350-2154
Website www.proaquatic.com E-Mail: Mphelps@landmarkaquatic.com

EXHIBIT B
CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Oak Brook Park District (the "Owner") and Progressive Commercial Aquatics, Inc. (the "Contractor"). Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal

recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- G. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- I. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- J. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- K. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- L. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- M. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Oak Brook Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative



Oak Brook Park District


BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: RENEWAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF BUTLER SCHOOL DISTRICT #53 & THE OAK BROOK PARK DISTRICT FOR A BEFORE AND AFTER SCHOOL PROGRAM FOR SCHOOL YEAR 2024-2025 THROUGH 2027-2028

AGENDA No.: 7 E

MEETING DATE: JUNE 17, 2024

STAFF REVIEW: Superintendent of Recreation & Communication, Robert Pechous: 

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey: 

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

The Intergovernmental Agreement between the Oak Brook Park District and District #53 has been updated. Staff is reviewing the agreement, and changes are being made to better the partnership with District #53.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

In 2016 the Park District entered into a contract to provide a before and after-school recreational program for District 53 elementary-aged students. The program has been beneficial to the children by providing a social recreational outlet before and after school and the community by providing a needed service for working parents. This partnership also encourages collaboration and teamwork in the community. It is recommended that the Agreement be reviewed and signed for the 2024 – 2025 through the 2027 – 2028 school year.

ACTION PROPOSED:

A Motion (and a Second) to approve the renewal of the intergovernmental agreement between the Board of Education of Butler School District #53 & the Oak Brook Park District for a before and after-school program for school years 2024-2025 through 2027- 2028.

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION
OF BUTLER SCHOOL DISTRICT #53 AND THE OAK BROOK PARK DISTRICT FOR A
BEFORE AND AFTER SCHOOL PROGRAM**

AGREEMENT:

This Agreement dated this _____ of May, 2024 by and between the Board of Commissioners of Oak Brook Park District, DuPage County, Illinois (hereinafter the "Park District") and the Board of Education Butler School District 53, DuPage County, Illinois (hereinafter the "School District")(and hereinafter sometimes referred to collectively as the "Parties") provides for hosting of Park District Before and After School Recreational Programs (hereinafter the "Program", "Programs" or "Programming") as follows:

WITNESSETH:

WHEREAS, the Park District and the School District are "units of local government" as defined under Article VII, Section 10, of the Constitution of Illinois 1970 and are "public agencies" as defined under Paragraph 2 of the Intergovernmental Cooperation Act, 5 ILCS220/1 *et seq.*; and

WHEREAS, the Park District and the School District have mutually determined that it would be in the best interest of the citizens of the community to be able to utilize certain facilities at the Brook Forest Elementary School (the "School") for the Programs when it is not being used by the School District for its own after school program; and

WHEREAS, by this Agreement, the School District intends to authorize the Park District to use certain facilities at the School for a facility usage fee as provided in this Agreement; and

WHEREAS, parents of students who attend the School will benefit from the Programming to be provided by the Park District;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Enabling Authority

- a. This Agreement is entered into between the Parties pursuant to the Constitution of the State of Illinois and the Intergovernmental Cooperation Act.

2. General Conditions

a. Program

- i. That subsidized fees shall be made available for the Programs for eligible low income families of the School District, through the Park District or other financial assistance programs; and
- ii. That Park District Programming will provide students of the School District with age-appropriate recreational physical, educational and social activities, including homework assistance; and
- iii. That a snack program is made available by the Park District at no additional cost to the families or participants; and
- iv. That both the Park District and the School District will actively promote the Programs to School District families.
- v. That the facility usage fee to be paid by the Park District to the School District shall be \$20.00 per week for after school care.

b. Park District and School District Facilities

- i. The Park District shall host the before-school portion of the Programs at its facilities located at 1450 Forest Gate Road in Oak Brook, Illinois.

The School District shall provide the Park District with the use of the following facilities at the School for the after-school portion of the Programs, without requiring any facility fee: the gymnasium, washrooms, designated classrooms, designated kitchen storage areas, designated exterior play area, and other designated storage areas, together with such corridors and entrance ways necessary to gain ingress and egress to and from said areas, which shall be limited to pre-established schedules and times (the "School Facilities"). The specific School Facilities shall be agreed upon by the Parties prior to the commencement of the Programming. The Park District Programs will periodically be required to share these School Facilities with other user groups scheduled within the School.

The School's Administrative Staff will notify the Park District site staff, with as much advance notice as possible, of any proposed conflicting or shared use of the School Facilities. When possible, the School's Administrative Staff may offer alternative spaces to accommodate the Programs when such conflicts or sharing occur.

c. Term of Agreement

- i. The term of this Agreement shall be for a period of three years, commencing with the 2024/2025 school year and ending upon

completion of the 2027/2028 school year (the "Term").

- ii. This Agreement may be renewed in writing for an additional terms ("Renewal Term") by mutual agreement of the Parties.
- iii. The Park District has the right to discontinue any Program by written notification to the School District prior to August 15 of any school year during the Term or Renewal Term.

d. Access to School

- i. The School shall provide ingress and egress to Park District Program employees and Program participants, as authorized by the School District, during hours of Program operation, and to other areas needed to meet crisis protocol and procedures.
- ii. The Park District agrees to follow the School District's directive regarding the departure/pick-up location(s) for Program participants.

e. Parking

- i. Authorized Park District employees and Program participants shall be permitted to park vehicles in any parking lot at the School during the hours of operation for the Programs without interference or hindrance, except reasonable periods of repair or construction or other School programming.

3. Use of School Facilities

a. Time Scheduling

- i. During regular School attendance days, for the purposes of before school Programming, the Park District shall provide Programming at its facilities located at beginning at 7:00 a.m. and ending at the School's start time.
- ii. The School District shall provide transportation for before-school Program participants from the Park District facilities to the School at the conclusion of the before-school Program.
- iii. During regular School attendance days, for the purposes of after school Programming, the Park District shall have use of the School

Facilities beginning at the time of School dismissal and ending when all students have been picked up, with a published ending time of 6:00 p.m.

- iv. The School District will allow adequate time for Program set-up and take- down.
- v. If scheduling conflicts occur with the School, the School shall be given priority over the Programs. Both Parties will cooperate in adjusting their needs to eliminate such conflicts.

b. Site Use and Maintenance

- i. Refrigerator space is limited, but a small space will be designated for the Programs. The School's custodial staff shall have no responsibility for the cleanliness of this unit.
- ii. All kitchen surfaces and appliances must be cleaned after use.
- iii. The School has designated storage space for use by the Park District. Materials must be stored securely and within designated spaces. The School District has no responsibility for these supplies. If space allows, the Park District may provide its own storage cabinets with the permission of the School's Principal.
- iv. School District-owned equipment and/or supplies are available for use only as authorized by the School or School District. Authorized equipment and/or supplies must remain in the area authorized for use. All other supplies and equipment are not available for use. The Park District shall supply any needed games, educational materials, activities, art supplies and consumables.
- v. No supplies or materials shall be left in the gymnasium or any other space following Park District use, other than in spaces designated for storage.
- vi. Lunch tables are available for use on a regular basis. Park District staff will be responsible for the complete clean-up following all activities.
- vii. Snacks must be consumed at designated tables only and cleaned up after each use. Only peanut-free snacks will be offered by the Park

District during Program use.

- viii. School Facilities must be left in a clean orderly condition, including floors, walls and restrooms. Accidents and general clean-up that require custodial assistance during the Programs will be handled by the Park District's on-site staff. All areas of the School should be left ready for use at the end of each Program session.
- ix. The Park District agrees that it shall promptly reimburse the School District for the cost of necessary repairs to or replacements of furnishings, fixtures and other improvements at the School that may be caused by the Park District's operation of the Programs, normal wear and tear excepted.
- x. The School District agrees to provide reasonably required heating, electrical, and water services during such times as the Park District uses the School to operate the Programs.
- xi. The School office copier may be used upon request only and only for incidental, periodic use.
- xii. The School office and other non-designated classrooms are off-limits for Park District staff and participants unless previously scheduled.
- xiii. The School's custodial staff shall have authority to request compliance with Site Use and Maintenance Regulations and to report any non-compliance issues to the School's administration.

4. Access to Internet and Network

- a. The School shall make access to the Internet and the School's wireless network available to the Park District for the Programs.
- b. Park District participants and staff are subject to Park District and School District electronic use policies, and only for materials related to the Programs.

5. Supervision

- a. The Park District's Program Supervisor shall be responsible for adherence to all rules, regulations and procedures by the Park District and the participants, and shall serve as the primary contact between the School and the Park District regarding site operations and School-specific procedures for the Programs.

- b. Park District shall, at all times, maintain at least one qualified adult, over the age of 18, at the School during all Program operation, which adult shall be designated as the Site Supervisor.
- c. The Park District and the School District shall work cooperatively with regard to performance standards and issues for Program supervisory staff.
- d. The Park District shall provide supervision for parent drop-off and pick-up areas.
- e. Park District support supervision personnel shall have the following qualifications:
 - i. All such personnel shall be at least 18 years of age.
 - ii. Personnel in a counselor position shall have a high school diploma, shall have a minimum of six (6) months' experience in an environment with children 5-11 years of age, shall be trained in CPR and First Aid, and shall be required to pass an Illinois State Police Criminal Background Check and a drug test.
 - iii. Personnel in a supervisor position shall have a college degree or have a high school diploma and a minimum of three (3) years' child development experience with children 5-11 years of age, shall be trained in CPR and First Aid, and shall be required to pass an Illinois State Police Criminal Background Check, an employment history review in accordance with "Faith's Law" (105 ILCS 5/22-94) and a drug test.

6. Specific Safety Requirements

- a. The Park District shall follow the School District's Board of Education policies regarding local, state and federal licensing requirements and those regarding safety.
- b. Alcoholic beverages, smoking, drugs or weapons are strictly forbidden on School property.
- c. Access to the School building shall be limited to specified entrance(s) only. All other entrances must remain locked. Doors must not be propped open or

left ajar at any time.

d. Fire exits, doorways and hallways shall be kept passable at all times.

7. Insurance Requirements: Each Party shall be required to maintain the following insurance coverages:

a. General Liability Coverage, including Contractual Liability Coverage, specifically including bodily injury, personal injury, and property damage

i. Each occurrence: \$3,000,000, written on an occurrence basis

ii. General aggregate: \$2,000,000

b. Worker's Compensation Coverage

i. Statutory for Illinois

ii. Each accident: \$500,000

iii. Disease policy limit: \$500,000

iv. Disease each employee: \$500,000

c. Excess Liability/Umbrella Coverage

i. \$1,000,000

d. Sexual Misconduct and Molestation Liability Coverage

i. Each loss limit: \$1,000,000

ii. Aggregate limit: \$1,000,000

iii. Innocent party defense: \$300,000

e. Each Party shall include the other Party, its public officials, employees, volunteers and agents, as additional insureds for all liability coverage. In addition, each Party shall furnish the other Party with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

- f. In the event that any Party is self-insured, member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, that Party shall keep in force at all times during the term of this Agreement, all coverages provided for hereinabove notwithstanding provision of such coverages in such manner.
- g. The insurance company, self-insurance pool, or similar entity of the Party administering any claim, cause of action and the like, shall be allowed to raise on behalf of the other Party any and all defenses, statutory and/or common law, to such claim or action that the other Party might have raised, including, but not limited to, any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

8. Indemnification

- a. To the maximum extent permitted by law, Park District and School District shall indemnify and hold each other harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to tangible physical property of the other, to the extent arising out of or resulting from the negligence or wrongful conduct of their respective employees or other authorized agents in connection with this Agreement. However, neither Party shall indemnify the other against actions, costs, expenses, damages and liabilities to the extent attributable to the negligent or wrongful acts or omissions of the other Party. If the Parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault.

9. Termination

- a. Either Party has the right to terminate this Agreement upon written notice to the other Party on or before April 15 of any year of the Term or the Renewal Term; in such event, termination shall become effective on the first day after the last day of the then-current school year. The Parties may also mutually agree to terminate this Agreement at any time.

10. Suspension

- a. In the event the School must suspend in-school teaching and related activities

due to any applicable federal, state, or local law, regulation or order, or if the Parties agree to temporarily suspend the Program, the rights and obligations of each Party shall be suspended for the duration of the period of suspension.

11. Relationship of the Parties

- a. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither the Park District nor the School District shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

12. No Third Party Beneficiary

- a. 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.

13. Assignment

- a. No part of this Agreement may be assigned by either of the Parties hereto without prior written consent of the other Party.

14. Right to Amend

- a. Except as provided in Section 2.c of this Agreement and unless otherwise agreed, in the event that either Party desires to modify or amend this Agreement, written notice thereof shall be given prior to April 15 of the preceding school year for modification to be adopted for the subsequent year. Modification to this Agreement must be in writing and approved by formal public action of the elected Board of each respective Party.

15. Authority

- a. The individual officers of the Park District and the School District who have executed this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

16. Successor

- a. It is the intention of the Parties hereto that this Agreement and each and all of the provisions be binding on their successors in office.

17. Multiple Counterparts

- a. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Board of Education of Butler School District #53

Oak Brook Park District

By: _____
President

By: _____
President

Attest: _____
Secretary

Attest: _____
Secretary



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: APPROVAL OF A TRAVEL EXPENSE FOR COMMISSIONER ATTENDANCE AT THE NATIONAL RECREATION AND PARK ASSOCIATION CONFERENCE HELD IN ATLANTA, GEORGIA, OCTOBER 8-10, 2024

AGENDA No.: 7 F

MEETING DATE: JUNE 17, 2024

STAFF REVIEW:

Chief Financial Officer, Marco Salinas:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

In accordance with the Local Government Travel Expense Act (ILCS 50/150 *et. seq.*) the Board of Commissioners must approve any commissioner travel expenses by roll call vote during an open meeting.

The National Recreation and Park Association Annual Conference will be held October 8 – 10, 2024 in Atlanta, Georgia.

The 2024 NRPA Annual Conference provides more than 200 education sessions through 12 education tracks specifically tailored to parks and recreation. The sessions cover a wide variety of topics such as equity and inclusion, leadership and personnel management, recreation and sports programming, revenue development, customer service and much more. Attendees also will have the opportunity to earn up to 1.4 Continuing Education Units (CEUs).

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

A cost estimate for commissioner travel is presented on the attached travel cost form. The park district will investigate and use every cost savings available to reduce any travel expense. NRPA is also offering a virtual conference package.

As it is anticipated registration filling up quickly for the NRPA Conference, staff is seeking a confirmation from each commissioner regarding their attendance at the 2024 NRPA conference and to approve the travel expenses for commissioners attending the conference.

ACTION PROPOSED:

A Motion (and a second) to approve the travel expenses for Commissioner attendance at the National Recreation and Park Association Conference held October 8-10, 2024 in Atlanta, GA (Please state names of the commissioners attending the conference when making the motion.)

OAK BROOK PARK DISTRICT
Travel, Meal, and Lodging Expense & Reimbursement Form

Name: Commissioner	Department:	Date: 05/13/24	Purpose for Travel: NRPA Conference 2024 - Atlanta, GA
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ESTIMATED EXPENSES											Notes
Travel/ Event Date (xx/xx/xx)	Registration	Airfare	Taxi/Bus/ Train/ Mileage (\$)	Lodging	Meals			Parking	Misc. (Tolls)	Total Estimated Costs	
					Breakfast	Lunch	Dinner				
10/08/24	\$ 695.00	\$400	\$ 55.00	\$ 289.00	\$ 15.00	\$ 25.00	\$ 35.00			\$ 1,514.00	
10/09/24			20.00	289.00	15.00	25.00	35.00			384.00	
10/10/24			20.00	289.00	15.00	25.00	35.00			384.00	
10/11/24			55.00		15.00	25.00				95.00	
										-	
										-	
Total:	\$ 695.00	\$ 400.00	\$ 150.00	\$ 867.00	\$ 60.00	\$ 100.00	\$ 105.00	\$ -	\$ -	\$ 2,377.00	

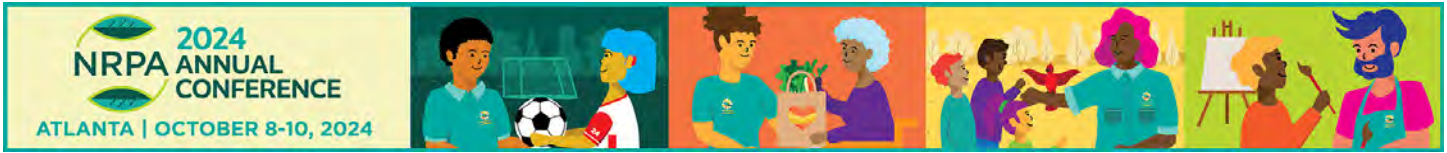
Department Director Approval:	Date:
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ACTUAL EXPENSES													
Travel/ Event Date (xx/xx/xx)	Registration	Airfare	Taxi/Bus/ Train/ Mileage (\$)	Lodging	Meals			Parking	Misc. (Tolls)	Total Actual Costs	Paid With P-Card	Reimb. Amount	Notes
					Breakfast	Lunch	Dinner						
10/08/24										\$ -		\$ -	
10/09/24										-		-	
10/10/24										-		-	
10/11/24										-		-	
										-		-	
										-		-	
Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Requestor Signature:	Date:	2024 Mileage Reimbursement Rate: \$.67 per mile
By signing this form, I hereby certify that the expenses listed above were incurred for official business or for any training, professional development or education, beneficial to the Park District and are allowed pursuant to Park District policy.		Scan final approved form and supporting documentation to travel@obparks.org

Department Director Approval:	Date:	Executive Director Approval:	Date:
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Attach Accounts Payable Voucher(s), original receipts for all expenses, supporting documentation describing the nature of the official business, event or program, and any other documentation that would assist the Board in considering your request for reimbursement, to this form. At the discretion of the Board, additional documentation relevant to the request for reimbursement may be required prior to action by the Board.



2024 NRPA ANNUAL CONFERENCE PREMIER MEMBER GROUP REGISTRATION

IN-PERSON REGISTRATION GENERAL INFORMATION

NRPA Premier Member agencies are eligible to receive a special discount for sending five or more employees to the **2024 NRPA Annual Conference in Atlanta, GA, October 8 - 10.**

Premier Member Agency groups who purchase four (4) in-person Full Package Registrations will receive two (2) free virtual conference registrations. Please complete a registration form for each attendee registering for the NRPA Annual Conference and select which registration type each person in your group should have — in-person or virtual. All forms must be sent with this cover letter and **must be submitted at the same time.** To ensure eligibility, each agency's roster must be up-to-date with NRPA to include the exact name and member number of each attendee registering in order for the discount to be valid.

Please be aware that all attendees will need to provide an emergency contact and will be required to agree to [NRPA's Policies and Terms of Registration](#) before a badge will be issued. This can be completed through the registration process. A separate request will be sent to those who do not complete this as a part of registration.

PAYMENT METHOD

Registrations submitted to NRPA without a method of payment will be considered incomplete, and therefore, the registrant will not be able to attend the NRPA Annual Conference until payment has been made. NRPA accepts checks, purchase orders,* Visa, MasterCard, Discover and American Express as forms of payment.

PURCHASE ORDERS

Registration form(s) or a copy of the online registration confirmation must accompany all purchase orders. All registrants will need to provide NRPA with (1) a valid Purchase Order number, and (2) a copy of

the Purchase Order with clear instructions to process the registration. NRPA has the right to contact the agency or organization issuing the purchase order to confirm its validity.

All Purchase Orders and accompanying information must be received by Friday, September 6, 2024, and all payments will be due NO LATER than Friday, September 20, 2024. Unpaid registrations secured through a purchase order will not be confirmed until full payment is received. No registrant will receive conference materials or be authorized to attend for any Purchase Order(s) that has not been paid in full by the opening of the conference dates. On-site payments via check or credit card will be accepted. Cash payments are permitted, however, NRPA's on-site registration is cashless, and no change will be provided.

CANCELLATIONS OR CHANGES FOR PREMIER GROUP REGISTRATIONS

A cancellation within a Premier group in-person registration may be replaced with another attendee in the same organization. Should there be more than one (1) cancellation, the free registration will be forfeited and each additional cancellation(s) will be subject to the \$100 processing fee.

To receive a refund, cancellation requests must be submitted by 5 p.m. CDT on Friday, September 13, 2024 and will incur a \$100 processing fee. **NO refunds will be issued if received and/or postmarked after Friday, September 13, 2024.**

Cancellation requests may be submitted by:

Mail:

NRPA c/o MCI USA
6100 W. Plano Parkway, Suite 3500
Plano, TX 75093

Email: nrpa@mcievents.com

- YES! I would like to take advantage of the Premier Agency Group registration**
 - ✓ I've read the [Policies and Terms of Registration](#)
 - ✓ All eligible registration forms are submitted with this form
 - ✓ Method of payment is included

Primary Contact for Premier Member Agency's Group:

Name: _____

Premier Agency: _____

Email: _____

Phone: _____ Fax: _____

You can also register online at nrpa.org/Conference

REGISTRATION FORM

Please print carefully.

NRPA Member #: _____

First Name: _____ MI: _____ Last Name: _____

Nickname (name for badge): _____ Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Office Phone: _____ Mobile Phone: _____

Fax: _____ Email: _____


Emergency Contact Name: _____ Emergency Contact Phone Number: _____



REGISTRATION QUESTIONS?
 Call: 888.385.8010 (toll-free U.S. & Canada)
 972.349.5891 (International)
 Email: nrpa@mcievents.com

**PLEASE DO NOT MAIL REGISTRATION FORMS
 AFTER FRIDAY, SEPTEMBER, 6 2024 – REGISTER
 ONLINE.**

CERTIFICATION DESIGNATION: CPRE CPRP CTRS CPSI AFO APRP _____

 Please tell us what you need to fully participate in the meeting or event, such as mobility, hearing or sight access needs; food, beverage, or scent allergies; sensory and communication, and neurodivergent needs. (Note: For hotel requests, please provide accommodation information when booking your room).

ATTENDEE INFORMATION:

Check here if you would **not** like to receive mailings and emails from NRPA on behalf of exhibitors promoting park and recreation products and services. (NRPA will never release your physical or email address.)

1. **Is this your first NRPA Annual Conference?** Yes No
2. **What is your Employer type?**
 - College or University
 - Federal Government
 - Independent Consulting Firm
 - Landscape Architect/Design Firm
 - Municipality/Park District/County
 - Military
 - Playground Equipment Manufacturer/Supplier
 - School District
 - State Government
 - Option not listed
3. **What is your agency's Setting (if municipality/Park District/County)?**
 - County
 - Educational Institution
 - Military
 - Rural
 - Park/Special Park District
 - State
 - Suburban
 - Metropolitan/Urban
 - Option not listed
4. **What is your agency's Annual Operating Budget?**
 - Under \$500K
 - \$500K-\$2.5 million
 - \$2.5-\$5 million
 - \$5-\$10 million
 - Over \$10 million
 - Unsure about budget size
5. **What is your Occupation (select one)?**
 - Park & Recreation Professional
 - Armed Forces Recreation Professional
 - Park Advocate/Civic Leader
 - Consultant
 - Educator/Researcher
 - Supplier
 - Nonprofit Service Provider
 - Volunteer/Coach
 - Retired Professional
 - Student
 - Option not listed
6. **What is your area of Responsibility (check all that apply, if applicable)?**
 - Administration
 - Armed Forces Recreation
 - Arts & Cultural Resources
 - Aquatics
 - Athletics & Sports
 - Park Advocate
 - Education
 - Inclusion & Accessibility
 - Information Technology
 - Leisure & Aging
 - Maintenance & Facilities
 - Marketing & Communications
 - Park Resources
 - Tourism & Special Events
 - Volunteer Management
 - Youth Services
 - Option not listed
7. **What is your Occupational level (select one, if applicable)?**
 - Staff
 - Middle Management
 - Executive Management
8. **What is your Purchasing Role (if applicable)?**
 - Make final decision
 - Make final recommendation
 - Part of recommendation process
 - Do not have a purchasing role
9. **What Certifications are of interest to you?**
 - AFO (Aquatic Facility Operator)
 - CPRE (Certified Park and Recreation Executive)
 - CPRP (Certified Park and Recreation Professional)
 - CPSI (Certified Playground Safety Inspector)
 - Option not listed
10. **What is your Education level?**
 - Trade, Technical, Vocational Training
 - High School
 - Some College
 - Associate's Degree
 - Bachelor's Degree
 - Master's Degree
 - Doctorate
11. **Gender Identity (select all that apply)**
 - Woman
 - Man
 - Non-binary/non-conforming
 - Transgender
 - Option not listed
 - I prefer not to answer.
12. **Your badge will include your pronouns. What set of pronouns should your badge include?**
 - He/Him/His
 - She/Her/Hers
 - They/Them/Theirs
 - Option not listed
 - I prefer my badge not include my gender pronouns
13. **Please provide your birthdate***

14. **To the extent you feel comfortable, please indicate whether you are of Hispanic, Latino or Spanish origin:**
 - Yes, I am of Hispanic, Latino or Spanish origin
 - No, I am not of Hispanic, Latino or Spanish origin
 - I prefer not to answer
15. **To the extent you feel comfortable, please indicate the options that best describe your race:**
 - American Indian or Alaska Native
 - Asian or Asian American
 - Black or African American
 - Native Hawaiian or Pacific Islander
 - White
 - Option not listed
 - I prefer not to answer
16. **Dietary restrictions: Please let us know of any food allergies, religious or dietary practices:**
 - None
 - Lactose Intolerance or Dairy Free
 - Peanut or Tree Nut Allergy
 - Diabetic
 - Celiac Disease (Gluten-Free)
 - Vegetarian Diet
 - Vegan Diet
 - Kosher
 - Halal
 - Option not listed
17. **Should NRPA provide one, what T-shirt size would you prefer?**
 - S M L XL 2XL

*Required only for non-member young professional registrations

Last Name: _____ First Name: _____
 Membership #: _____ (PLEASE INCLUDE THIS INFORMATION FROM THE FIRST PAGE.)

IN-PERSON REGISTRATION FEES

	Full Package	Young Professional**	Student ***	Expo Only	Daily Passes	Opening General Session (Tues.)	Day 2 General Session (Wed.)	Spouse/Guest	Retired*
ALL EDUCATION SESSIONS	✓	✓	✓		✓				✓
NRPA OPENING GENERAL SESSION	✓	✓	✓		✓	✓		✓	✓
EXHIBIT HALL DAILY ADMISSION	✓	✓	✓	✓	✓			✓	✓
NRPA OPENING RECEPTION	✓	✓			✓			✓	✓
DAY 2 GENERAL SESSION	✓	✓	✓		✓		✓	✓	✓
NRPA VIRTUAL CONFERENCE	✓	✓							✓
EARLY BIRD: On or Before 8/23/24	○	○	○	○	○	○	○	○	○
Member	\$695	\$575	\$75	\$195	\$445	\$35	\$35	\$475	\$345
Non-member	\$865*	\$735*	\$135*	\$265	\$475	\$50	\$50	\$475	\$465*
REGULAR: 8/24/24 – 10/4/24	○	○	○	○	○	○	○	○	○
Member	\$875	\$755	\$85	\$245	\$445	\$35	\$35	\$495	\$355
Non-member	\$1175*	\$955*	\$145*	\$315	\$475	\$50	\$50	\$495	\$465*
ONSITE: Starting 10/5/24	○	○	○	○	○	○	○	○	○
Member	\$915	\$795	\$95	\$245	\$445	\$35	\$35	\$515	\$365
Non-member	\$1255*	\$1025*	\$155*	\$315	\$475	\$50	\$50	\$515	\$465*

*These non-member registration fees automatically include a 1-year NRPA Membership. To opt out of this benefit, check here: ○ If you opt out, the fee remains the same. ** Young Professionals are defined as anyone 35 years and younger. *** Students are defined as anyone who is currently enrolled as a full-time or part-time student pursuing a degree in parks, recreation, conservation, or related matters, and is not simultaneously employed as a full-time professional. All non-member students must provide proof of student status prior to receiving registration materials. Student status must be verified one of the following ways: an original letter on the institution's letterhead signed by any qualified representative from your university program, student ID with valid dates, or a current transcript. Verification must be submitted at the same time as registration. NRPA student memberships purchased on or before 6/30/2024 will continue to be eligible for a complimentary conference registration. All student memberships purchased on or after 7/1/2024 will be charged for conference registration fees as charted above.

VIRTUAL REGISTRATION FEES

	Virtual Conference Pass	Student Virtual Conference Pass ***
VIRTUAL EDUCATION SESSIONS	✓	✓
EARLY BIRD: On or Before 8/23/24	○	○
Member	\$305	\$55
Non-member	\$405	\$75
REGULAR: 8/24/24 – 10/10/24	○	○
Member	\$355	\$85
Non-member	\$455	\$105

*** Students are defined as anyone who is currently enrolled as a full-time or part-time student pursuing a degree in parks, recreation, conservation, or related matters, and is not simultaneously employed as a full-time professional. All non-member students must provide proof of student status prior to receiving registration materials. Student status must be verified one of the following ways: an original letter on the institution's letterhead signed by any qualified representative from your university program, student ID with valid dates, or a current transcript. Verification must be submitted at the same time as registration. NRPA student memberships purchased on or before 6/30/2024 will continue to be eligible for a complimentary conference registration. All student memberships purchased on or after 7/1/2024 will be charged for conference registration fees as charted above.

TICKETED EVENTS

Golf Tournament	___ Qty x \$100 = \$ ___
Monday, October 7 11:00 a.m. - 5:30 p.m. Browns Mill Golf Course Golf Course	
NRPA Opening Reception	___ Qty x \$95 = \$ ___
Tuesday, October 8 7:00 p.m. - 9:00 p.m. Georgia Aquarium	
5K: Fun Run, Walk or Roll	___ Qty x \$40 = \$ ___
Thursday, October 10 8:00a.m. - 10:00a.m. (Includes: Radiant Race Bib, Exceptional Event Swag, Energizing Post Race Eats) Atlanta Beltline Trail (Start/finish line)	
Ethnic Minority Society Luncheon	___ Qty x \$95 = \$ ___
Thursday, October 12 11:00 a.m - 1:00 p.m. Omni Atlanta Hotel	

Last Name _____	First Name _____
Membership # _____	(PLEASE INCLUDE THIS INFORMATION FROM THE FIRST PAGE)

Add-On Institutes, Workshops, Local Host Leisure Tours and Training Opportunities

Off-Site Institutes (CEUs subject to change; For full session descriptions please visit nrpa.org/Conference)

	New OSI #	Session Title	Date	Time (EST)	CEUs	Attendee/Member	Non-Member
<input type="radio"/>	OSI 1	Alpharetta/Roswell/Forsyth County Big Creek Greenway and Amenities Tour	Monday, Oct. 7	8:00 a.m. - 5:30 p.m.	0.4	\$50	\$70
<input type="radio"/>	OSI 2	Old Growth and Beyond! Conservation and Natural Resources in Gwinnett Parks	Monday, Oct. 7	8:00 a.m. - 3:00 p.m.	0.2	\$50	\$70
<input type="radio"/>	OSI 3	Park Partnerships	Monday, Oct. 7	8:00 a.m. - 3:00 p.m.	0.1	\$70	\$90
<input type="radio"/>	OSI 4	Atlanta BeltLine Arboretum Walk	Monday, Oct. 7	8:00 a.m. - 11:00 a.m.	0.1	\$75	\$95
<input type="radio"/>	OSI 5	Discover Historic Oakland Cemetery - A View from the Inside	Monday, Oct. 7	8:30 a.m. - 3:30 p.m.	0.3	\$75	\$95
<input type="radio"/>	OSI 6	Westside Park Tour	Monday, Oct. 7	8:30 a.m. - 11:30 a.m.	0.2	\$50	\$70
<input type="radio"/>	OSI 7	Chattahoochee RiverLands	Monday, Oct. 7	9:00 a.m. - 3:00 p.m.	0.3	\$50	\$70
<input type="radio"/>	OSI 8	Gwinnett's Incredible Water Journey!	Monday, Oct. 7	9:00 a.m. - 1:00 p.m.	0.2	\$50	\$70
<input type="radio"/>	OSI 9	The Martin Luther King, Jr. Center for Nonviolent Social Change ("The King Center")	Monday, Oct. 7	9:30 a.m. - 1:00 p.m.	0.2	\$70	\$90
<input type="radio"/>	OSI 10	Atlanta BeltLine Tour	Friday, Oct. 11	8:00 a.m. - 1:00 p.m.	0.3	\$80	\$100

Local Host Leisure Tours

	New LT #	Session Title	Date	Time (EST)	Attendee/Member	Non-Member
<input type="radio"/>	LT 1	Fernbank Science Museum	Monday, Oct. 7	9:30 a.m. - 2:00 p.m.	\$75	\$95

Welcome to Atlanta Reception

	Session Title	Date	Time (EST)	Attendee/Member	Non-Member
<input type="radio"/>	Welcome to Atlanta Reception	Monday, Oct. 7	6:30 p.m.	\$0	\$0

2024 Pre-Conference Workshops & Additional Training

	Session Title	Date	Time (EST)	CEUs	Attendee/Member	Non-Member
<input type="radio"/>	Rise to Gold CPRE Certification Prep Course	Monday, Oct. 7	9:00 a.m. - 5:00 p.m.	0.8	\$150	\$170
<input type="radio"/>	CPRP Exam Prep Course	Monday, Oct. 7	1:00 p.m. - 5:00 p.m.	0.4	\$130	\$150
<input type="radio"/>	Promoting Physical Activity Among Older Adults	Monday, Oct. 7	1:00 p.m. - 4:30 p.m.	0.0	\$0	\$0
<input type="radio"/>	Positive Youth Development for Coaches & Professionals	Monday, Oct. 7	10:00 a.m. - 3:00 p.m.	0.0	\$0	\$0
<input type="radio"/>	FUN!damentals of Program Evaluation for Park and Recreation Professionals	Monday, Oct. 7	9:00 a.m. - 4:30 p.m.	0.7	\$245	\$350
<input type="radio"/>	Federal Grants Boot Camp	Monday, Oct. 7	10:00 a.m. - 2:00 p.m.	0.2	\$0	\$0
<input type="radio"/>	Girls of Color Rising Through Mentorship, Wellness and Storytelling	Monday, Oct. 7	1:00 p.m. - 4:00 p.m.	0.0	\$0	\$0
<input type="radio"/>	Girls of Color Rising Through Mentorship, Wellness and Storytelling (with CEUs)	Monday, Oct. 7	1:00 p.m. - 4:00 p.m.	0.2	\$70	\$100
<input type="radio"/>	Armed Forces Recreation Network (AFRN) Professional Training Institute	Monday, Oct. 7	1:00 p.m. - 5:00 p.m.	0.0	\$0	\$0
<input type="radio"/>	Accessibility in Parks and Recreation	Monday, Oct. 7	9:00 a.m. - 11:00 a.m.	0.2	\$0	\$0
<input type="radio"/>	Sustainability in Practice Pre-Conference Workshop	Monday, Oct. 7	1:00 p.m. - 5:00 p.m.	0.2	\$0	\$0

AFO & CPSI Courses & Exams

	Session Title	Date	Time (EST)	CEUs	Attendee/Member	Non-Member
<input type="radio"/>	Aquatic Facility Operator (AFO) Blended Learning Course	Monday, Oct. 7	8:30 a.m. - 5:30 p.m.	1.5	\$350	\$375
<input type="radio"/>	Certified Playground Safety Inspector (CPSI) Course & Exam	Saturday, Oct. 5- Monday, Oct. 7	8:00 a.m. - 5:30 p.m.	1.5	\$575	\$600
<input type="radio"/>	Certified Playground Safety Inspector (CPSI) Course Only	Saturday, Oct. 5- Sunday, Oct. 6	8:00 a.m. - 5:30 p.m.	1.5	\$450	\$470
<input type="radio"/>	Certified Playground Safety Inspector (CPSI) EXAM ONLY	Monday, Oct. 7	9:00 a.m. - 11:00 a.m.	0.0	\$140	\$150

Last Name: _____ First Name: _____

Membership #: _____ (PLEASE INCLUDE THIS INFORMATION FROM THE FIRST PAGE.)

By completing and submitting this registration form, you agree to NRPA's [Policies and Terms of Registration](#). NRPA encourages you to read these policies and terms carefully. They also can be found at www.nrpa.org/Conference/registration-terms

Registration Summary and Payment

Full payment required for processing. Forms received without payment or authorized purchase order will be returned. If payment covers several registrations, staple check to all forms covered by payment.

Totals:

- › Registration Fees \$ _____
- › Ticketed Events (fee) \$ _____
- › **Grand Total** (U.S. Funds) \$ _____

Return Form and Full Payment

Fax: 972.349.7715

Mail: NRPA Annual Conference Registration, P.O. Box 5004, Merrifield, VA 22116-5004

Cancellation and Refund Policy

Cancellation/Refund requests must be submitted in writing by Friday, September 13, 2024, and will incur a \$100 processing fee. As per NRPA's Policies and Terms of Registration, NO refunds will be issued for requests received or postmarked after Friday, September 13, 2024.

Method of Payment (SELECT one)

Type of card: AMEX MC Visa Discover

Card #: _____

Exp. date: _____ Security code: _____

Billing address: _____

Card holder's name: _____

Authorized signature: _____

Check payable to NRPA *Purchase Order #: _____

Cashier #: _____

*All Purchase Orders and accompanying information must be received by Friday, September 6th, 2024, and all payments will be due NO LATER than Friday, September 20, 2024. Unpaid registrations secured through a purchase order will not be confirmed until full payment is received.

New Business



Oak Brook Park District

BOARD MEETING

AGENDA ITEM – HISTORY/COMMENTARY

ITEM TITLE: ASPHALT REPLACEMENT PROJECT

AGENDA No.: 8 A

MEETING DATE: JUNE 17, 2024

STAFF REVIEW:

Deputy Director, Bob Johnson:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

Certain asphalt pavement trails and driveways/roadways at Central Park, Chillem Park, and Saddle Brook Park require pavement replacement due to deterioration. Staff has evaluated the pavement maintenance and replacement plan, as well as existing conditions of pavement in the parks, marked areas for replacement, and has prepared a bid package for the project.

Unit pricing will also be requested for additional undercutting, stone base replacement, and extra patching/paving should it be necessary.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

The project timeline is as follows:

Public bid made available - June 18, 2024

Bid opening - July 2, 2024

Recommendation to the Board of Commissioners - July 15, 2024

The work is expected to take place in the summer of 2024

Action Proposed:

For Review and Discussion Only



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: REVISION TO PERSONNEL POLICY MANUAL
SECTION 3.10 TIME-OFF BENEFITS - BEREAVEMENT LEAVE**

AGENDA No.: 8 B

MEETING DATE: JUNE 17, 2024

STAFF REVIEW: Human Resource & Risk Manager, Alli Siamis:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

The current Bereavement Leave Policy (approved by the Board of Commissioners on October 19, 2020) is being revised to adhere to the Family Bereavement Leave Act (820 ILCS 154/1 et seq.) which renames the Child Bereavement Leave Act and provides expanded leave rights.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

Under the revised policy eligible employees would receive up to three days of paid bereavement leave and seven days of unpaid leave for the death of a covered family member. Additionally, ten days of unpaid leave would be granted for events like pregnancy loss or child death, with documentation required, and optional use of paid leave.

ACTION PROPOSED:

For Review and Discussion Only

Bereavement Leave

A bereavement leave with pay may be granted in the case of death of a covered family member as detailed below. For the purpose of this section, a covered family member means an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, aunt, uncle, niece, nephew, and cousin. The employee must notify their immediate supervisor of the need for such leave of absence within a reasonable period, but no later than twenty-four (24) hours of the start of the actual absence. Upon returning to work, the employee must record their absence as a Bereavement Leave on their attendance record.

In the case of death of the covered family member, the immediate supervisor may approve leave of absence with pay for a period not to exceed three (3) days. Employees will be entitled to seven (7) days of unpaid bereavement leave in addition to the paid leave in the event of the death of a covered family member. In the event of the death of more than one covered family member in a 12-month period, an employee may take up to a total of six weeks of bereavement leave during the 12-month period. This does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to, the unpaid leave time permitted by, the FMLA.

An employee may use any earned paid leave concurrently with this time but will not be required to do so. The District may require reasonable documentation. Documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

In addition to this, eligible employees are entitled to receive ten (10) days of unpaid leave in the event the employee's child dies, pregnancy loss, failed adoptions or surrogacy agreements, unsuccessful reproductive procedures, and other diagnoses or events negatively impacting pregnancy or fertility. An employee may use paid time off during this time but will not be required to do so. For leave resulting from an event listed under reason above, reasonable documentation is a form provided by the Illinois Department of Labor, filled out by a health care practitioner who has treated the employee or the employee's spouse or domestic partner or surrogate for an event listed under reason above, or documentation from the adoption or surrogacy organization the employee worked with related to an event listed under reason above certifying the employee, spouse or domestic partner has experienced an event listed under reason above. The District does not require the employee identify which subcategory of event the leave pertains under reason above as a condition of exercising rights under this Leave.



Oak Brook Park District

BOARD MEETING

AGENDA ITEM -HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION NO. 24-0715: A RESOLUTION OF THE OAK BROOK PARK DISTRICT APPROVING AND ADOPTING DEBT MANAGEMENT POLICY.

AGENDA NO.: 8 C

MEETING DATE: JUNE 17, 2024

STAFF REVIEW:

Chief Financial Officer, Marco Salinas:

Handwritten signature of Marco Salinas in black ink.

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

Handwritten signature of Laure Kosey in black ink.

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

The Park District's is proposing a Debt Management Policy to govern the process of debt evaluation and debt issuance practices of the agency, including adherence to federal, state, and local laws and regulations.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

The accompanying Debt Management Policy is required for the Government Finance Officers Association Awards Criteria. Key points of the policy are the purpose of the policy, types of debt, debt limitations and repayment, and issuance practices.

ACTION PROPOSED:

For Review and Discussion Only

RESOLUTION NO. 24-0715

**A RESOLUTION OF THE OAK BROOK PARK
DISTRICT APPROVING AND ADOPTING DEBT
MANAGEMENT POLICY**

WHEREAS, the Oak Brook Park District (the "District") requires a structured approach to debt management to ensure creditworthiness and financial stability; and

WHEREAS, the District must address ongoing capital infrastructure needs by limiting long-term debt to capital improvements that cannot be financed from current revenues; and

WHEREAS, the District's Debt Management Policy provides a framework for responsible debt management and capital planning, enhancing its reputation; and

WHEREAS, the policy outlines specific goals for issuing general obligation and revenue bond debt, including maintaining credit ratings, minimizing interest costs, and ensuring legal compliance; and

WHEREAS, the Bond Authorization Act (30 ILCS 305/0.01 et seq.) of the State of Illinois grants the District the authority to issue bonds for public improvement projects, ensuring all bond issuances comply with state laws and regulations; and

WHEREAS, the policy is designed to comply with best practices as recommended by the Government Finance Officers Association (GFOA), ensuring a high standard of fiscal responsibility and transparency;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated by reference as though fully set forth herein, and all provisions of this Resolution shall be construed, interpreted, and enforced in accordance therewith.

Section 2. Approval and Adoption of Debt Management Policy. The Oak Brook Park District Board of Park Commissioners hereby approves and adopts the Debt Management Policy as set forth in Exhibit A, attached to and incorporated as part of this Resolution by reference.

Section 3. Severability and Repeal of Inconsistent Resolution. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All ordinances, resolutions or policies in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Resolution shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

PASSED AND APPROVED THIS 15th DAY OF JULY, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Sharon Knitter, President

ATTEST:

Laure L. Kosey, Secretary

EXHIBIT A: Oak Brook Park District Debt Management Policy

I. PURPOSE AND GOALS

The Oak Brook Park District developed this Debt Management Policy to help ensure the District's creditworthiness and to provide a functional tool for debt management and capital planning. The Oak Brook Park District faces continuing capital infrastructure requirements to meet the increasing needs of its residents. The District limits long-term debt to only those capital improvements that cannot be financed from current revenues. The District does not use long-term debt to fund operating programs.

Consequently, the District needs to anticipate increases in debt levels based upon historical data. With these increases, the effects of decisions regarding the type of issue, method of sale, and payment structure become ever more critical to the District's financial well-being. To help ensure the District's credit worthiness, an established program of managing the District's debt becomes essential.

The purpose of this policy is to provide a functional tool for debt management and capital planning, as well as enhancing the District's reputation for managing its debt in a conservative and prudent manner.

GOALS RELATED TO THE ISSUANCE OF GENERAL OBLIGATION AND REVENUE BOND DEBT

In following this policy, the District shall pursue the following goals when issuing debt:

- Maintain at least an A2 credit rating for each rated general obligation debt issue.
- Take all practical precautions to avoid any financial decision which will negatively impact current credit ratings on existing or future debt issues.
- Consider market timing.
- Determine the amortization (maturity) schedule which will best fit with the overall debt structure of the District's general obligation debt and related tax levy at the time the new debt is issued. The District may choose to delay principal payments or capitalize interest during project construction. For issuance of revenue bonds, the amortization schedule which will best fit with the overall debt structure of the enterprise fund and its operating cash flow will be considered. Consideration will be given to coordinating the length of the issue with the lives of assets, whenever practicable, while considering repair and replacement costs of those assets to be incurred in future years as an offset to the useful lives, and the related length of time in the payout structure.
- Consider the impact of such new debt on overlapping debt and the financing plans of local governments which overlap, or underlie the District.
- Assess financial alternatives to include new and innovative financing approaches, including, whenever feasible, grants, revolving loans or other state/federal aid.
- Minimize debt interest costs.
- Level or declining debt service shall be employed unless operational matters dictate otherwise, or except to achieve overall level debt service with existing bonds. The District shall be mindful of the potential benefits of bank qualification and will strive to limit its annual issuance of debt to \$10 million or less when such estimated benefits are greater than the benefits of exceeding the bank qualification limit. Should subsequent changes in the law alter this limit, the District policy will be reevaluated.

II. DEBT ISSUANCE IN GENERAL

A. Authority and Purposes of the Issuance of Debt

The laws of the State of Illinois authorize the issuance of debt by the District. The Local Bond Law confers upon park districts the power and authority to contract debt, borrow money, and issue bonds for public improvement projects as defined therein. Under these provisions, the District may contract debt to pay for the cost of acquiring, constructing, reconstructing, improving, extending, enlarging, and equipping such projects or to refund bonds.

B. Types of Debt Issued

1. Short-Term. (three years or less) The District may issue short-term debt to finance the purchase of non-capital equipment having a life exceeding one year or provide increased flexibility in financing programs. The District will have no more than 10% of its outstanding general obligation debt in short term debt.
2. Long-Term. (more than three years) The District may issue long-term debt which may include, but not be limited to, general obligation bonds, certificates of participation, capital appreciation bonds, special assessment bonds, self-liquidating bonds, double barreled bonds, and municipal bonds. The District may also enter into long-term leases for public facilities, property, and equipment with a useful life greater than one year.

C. Capital Improvement Program

The Capital Improvement Program (CIP), prepared by staff, and must be approved by the Board, and shall determine the District's capital needs. The program shall be a ten-year plan for the acquisition, development and/or improvement of the District's capital assets. Projects included in the CIP shall be prioritized; and the means for financing each shall be identified. The first year of the program shall be the Capital Budget. If the current resources are insufficient to meet the needs identified in the Capital Budget, the Board may consider incurring debt to fund the shortfall. The Board, upon advice from a District's municipal advisor, may also consider funding multiple years of the Capital Improvement Program by incurring debt. The CIP should be revised and supplemented each year in keeping with the District's policies on debt management.

D. Structure of Debt Issues

The duration of a debt issue shall not exceed the economic or useful life of the improvement or asset that the issue is financing. The District shall design the financing schedule and repayment of debt so as to take best advantage of market conditions and, as practical, to recapture or maximize its credit capacity for future use, and moderate the impact to the taxpayer. In keeping with the stated goals of this debt management policy, the District shall structure each general obligation issue (except refunding issues) to comply with the rapidity of debt repayment provisions in Section III. E. 1. (see below).

E. Sale of Securities

All debt issues should be sold through a competitive bidding process based upon the lowest offered True Interest Cost (TIC), unless Board deems a negotiated sale the most advantageous to the District.

F. Credit Enhancements

The District may enter into agreements with commercial banks or other financial entities for the purpose of acquiring letters of credit, municipal bond insurance, or other credit enhancements that will provide the District with access to credit under terms and conditions as specified in such agreements when their use is judged cost effective or otherwise advantageous. Any such agreements shall be approved by the Board.

G. Bond Ratings

The Board, upon advice from the District's municipal advisor, may also consider obtaining a bond rating on any bonds issued.

H. Inclusion of Local Institutions

In the interest of promoting the Village, whenever practical and in the best interests of the Oak Brook Park District, local financial institutions are to be offered the opportunity to bid on debt instruments.

III. LEGAL CONSTRAINTS AND OTHER LIMITATIONS ON THE ISSUANCE OF DEBT

A. State Law

30 ILCS 305/0.0 l, et. seq.: the short title is "The Bond Authorization Act."

B. Authority for Debt

The District may, by bond ordinance, incur indebtedness or borrow money, and authorize the issue of negotiable obligations, including refunding bonds, for any capital improvement of property, land acquisition, or any other lawful purpose except current expenses, unless approved by the Board.

C. Debt Limitation

The debt limitations of the bond laws restrict the District to issues such that the aggregate principal indebtedness of the District does not exceed 2.875% of the taxable real property within the District.

D. Methods of Sale

Bonds will be sold in accordance with 30 ILCS 350/10 by means of a public or private sale as determined appropriate by the Board of Park Commissioners. The District may issue short-term notes by negotiated sale if the bond ordinance or subsequent resolution so provides.

1. Bonds. All bonds will mature within the period or average period of usefulness of the assets financed; and the bonds will mature in installments, the first of which is payable not more than three years from the dated date of the bonds.
2. Municipal Advisor. To ensure independence, the Municipal Advisor retained by the District will not bid on nor underwrite any District debt issues on which it is advising.

E. Credit Implications

When issuing new debt, the District should not exceed credit industry benchmarks where applicable. Therefore, the following factors should be considered in developing debt issuance plans:

1. Rapidity of Debt Service Repayment

The District's general obligation bond issues should be structured whereby 100% of the debt will be retired within twenty years. It is also desirable to structure the District's general obligation bond issues so that at least 50% of the principal will be retired within 10 years.

2. Current General Fund Cash Reserve

The District should maintain a General Fund cash and investments balance equal to no less than three months of total annual expenditures, exclusive of capital expenditures (assumed to be expenditures that would be discretionary should the economy take a nosedive). The Recreation Fund should maintain a cash and investments balance equal to no less than two months of total annual expenditures, exclusive of capital expenditures. Such calculations, including a projection to April 30 (of the current fiscal year), shall be made on an annual basis by the Chief Financial Officer during the budget process.

IV. DEBT ADMINISTRATION

A. Financial Disclosures

The District shall prepare appropriate disclosures as required by the Securities and Exchange Commission, the federal government, the State of Illinois, rating agencies, underwriters, investors, agencies, taxpayers, and other appropriate entities and persons to ensure compliance with applicable laws and regulations. For more details on these disclosures, please refer to the District's Disclosure Policy.

B. Review of Financing Proposals

All capital financing proposals that involve a pledge of the District's credit shall be referred to the Chief Financial Officer who shall determine the financial feasibility and impact on existing debt of such proposal, and shall make recommendations accordingly to the Executive Director.

C. Refunding Policy

The District should consider refunding outstanding debt when legally permissible and financially advantageous. A net present value debt service savings of at least three percent or greater must be achieved.

D. Investment of Borrowed Proceeds

The District acknowledges its ongoing fiduciary responsibilities to actively manage the proceeds of debt issued for public purposes in a manner that is consistent with Illinois statutes that govern the investment of public funds, and consistent with the permitted securities covenants of related bond documents executed by the District. The management of public funds should enable the District to respond to changes in markets or changes in payment or construction schedules so as to (i) minimize risk, (ii) ensure liquidity, and (iii) optimize returns.

E. Annual Evaluation of Refinancing Opportunities

The District shall on an annual basis ensure that an evaluation of the outstanding debt issues is performed to ascertain whether a refinancing is appropriate for any of the outstanding issues.

V. GLOSSARY OF TERMS

Ad Valorem Tax - A direct tax based "according to value" of property.

Advanced Refunding Bonds - Bonds issued to refund an outstanding bond issue prior to the date on which the outstanding bonds become due or callable. Proceeds of the advanced refunding bonds are deposited in escrow with a fiduciary, invested in United States Treasury Bonds or other authorized securities, and used to redeem the underlying bonds at maturity or call date.

Amortization - the process of paying the principal amount of an issue of bonds by periodic payments either directly to bondholders or to a sinking fund for the benefit of bondholders.

Arbitrage - Usually refers to the difference between the interest paid on the tax-exempt securities and the interest earned by investing the proceeds in higher yielding taxable securities. Internal Revenue Service regulations govern arbitrage (reference I.R.S. Reg. 1.103-13 through 1.103-15).

Arbitrage Bonds - Bonds which are deemed by the I.R.S. to violate federal arbitrage regulations. The interest on such bonds becomes taxable and the bondholders must include this interest as part of gross income for federal income tax purposes (I.R.S. Reg. 1.103-13 through 1.103-15).

Assessed Value - An annual determination of the just or fair market value of property for purposes of ad valorem taxation.

Basis Point - 1/100 of one percent.

Bond - Written evidence of the issuer's obligation to repay a specified principal amount on a date certain, together with interest at a stated rate, or according to a formula for determining that rate.

Bond Anticipation Notes (BANS) - Short-term interest bearing notes issued by a government in anticipation of bonds to be issued at a later date. The notes are retired from proceeds of the bond issue to which they are related.

Bond Counsel - An attorney retained by the District to render a legal opinion whether the District is authorized to issue the proposed bonds, has met all legal requirements necessary for issuance, and whether interest on the bonds is, or is not, exempt from federal and state income taxation.

Bonded Debt - The portion of an issuers total indebtedness represented by outstanding bonds.

Direct Debt or Gross Bonded Debt – Is the sum of the total bonded debt and any unfunded debt of the issuer.

Net Direct Debt or Net Bonded Debt – Is the Direct debt less sinking fund accumulations and all self-supporting debt.

Total Overall Debt – Consists of Net direct debt plus the issuer's applicable share of the direct debt of all overlapping jurisdictions.

Net Overall Debt - Net direct debt plus the issuer's applicable share of the net direct debt of all overlapping jurisdictions.

Overlapping Debt - The issuer's proportionate share of the debt of other local governmental units which either overlap or underlie it

Callable Bond - A bond which permits or requires the issuer to redeem the obligation before the stated maturity date at a specified price, called the call price, usually at or above par value.

Capital Appreciation Bonds (CAB) - A long-term security on which the investment return is reinvested at a stated compound rate until maturity. The investor receives a single payment at maturity representing both the principal and investment return.

Certificates of Participation - Documents, in fully registered form, that act like bonds. However, security for the certificates is the government's intent to make annual appropriations during the term of a lease agreement. No pledge of full faith and credit of the government is made. Consequently, the obligation of the government to make basic rental payments does not constitute an indebtedness of the government.

Commercial Paper - Very short-term, unsecured promissory notes issued in either registered or bearer form, and usually backed by a line of credit with a bank.

Coupon Rate - The annual rate of interest payable on a coupon bond (a bearer bond or bond registered as to principal only, carrying coupons evidencing future interest payments), expressed as a percentage of the principal amount.

Debt Limit - The maximum amount of debt an issuer is permitted to incur under constitutional, statutory or charter provision.

Debt Service - The amount of money necessary to pay interest on an outstanding debt, the serial maturities of principal for serial bonds, and the required contributions to an amortization or sinking fund for term bonds.

Demand Notes (Variable Rate) - A short-term security which is subject to a frequently available put option feature under which the holder may put the security back to the issuer after giving specified notice. Many of these securities are floating or variable rate, with the put option exercisable on dates on which the floating rate changes.

Double Barreled Bonds (Combination Bonds) - A bond which is payable from the revenues of a governmental enterprise and are also backed by the full faith and credit of the governmental unit.

Enterprise Funds - Funds that are financed and operated in a manner similar to private business in that goods and services provided are financed primarily through user charges.

General Obligation Bond - A bond for whose payment the full faith and credit of the issuer has been pledged. More commonly, but not necessarily, general obligation bonds are payable from ad valorem property taxes and other general revenues.

Lease Purchase Agreement (Capital Lease) - A contractual agreement whereby the government borrows funds from a financial institution or a vendor to pay for capital acquisition. The title to the asset(s) normally belongs to the government with the lessor acquiring security interest or appropriate lien therein.

Letter of Credit - A commitment, usually made by a commercial bank, to honor demands for payment of a debt upon compliance with conditions and/or the occurrence of certain events specified under the terms of the commitment.

Level Debt Service – An arrangement of serial maturities in which the amount of principal maturing increases at approximately the same rate as the amount of interest declines.

Long-Term Debt - Long-term debt is defined, for purposes of this policy, as any debt incurred whose final maturity is more than three years.

Maturity - The date upon which the principal of a municipal bond becomes due and payable to bondholders.

Mini-bonds - A small denomination bond directly marketed to the public.

Net Interest Cost (NIC) - The traditional method of calculating bids for new issues of municipal securities. The total dollar amount of interest over the life of the bonds is adjusted by the amount of premium or discount bid, and then reduced to an average annual rate. The other method is known as the true interest cost (see "true interest cost").

Offering Circular - Usually a preliminary and final document prepared to describe or disclose to investors and dealers information about an issue of securities expected to be offered in the primary market. As a part of the offering circular, an official statement shall be prepared by the District describing the debt and other pertinent financial and demographic data used to market the bonds to potential buyers.

Other Contractual Debt - Purchase contracts and other contractual debt other than bonds and notes. Other contractual debt does not affect annual debt limitation and is not a part of indebtedness within the meaning of any constitution or statutory debt limitation or restriction.

Par Value or Face Amount - In the case of bonds, Par Value or Face Amount is the amount of principal which must be paid at maturity.

Parity Bonds - Two or more issues of bonds which have the same priority of claim or lien against pledged revenues or the issuer's full faith and credit pledge.

Principal- The face amount or par value of a bond or issue of bonds payable on stated dates of maturity.

Ratings - Evaluations of the credit quality of notes and bonds, usually made by independent rating services, which generally measure the probability of the timely repayment of principal and interest on municipal bonds.

Refunding Bonds - Bonds issued to retire bonds already outstanding.

Registered Bond - A bond listed with the registrar as to ownership, which cannot be sold or exchanged without a change of registration.

Reserve Fund - A fund which may be used to pay debt service if the sources of the pledged revenues do not generate sufficient funds to satisfy the debt service requirements.

Self Supporting or Self Liquidating Debt - Debt that is to be repaid from proceeds derived exclusively from the enterprise activity for which the debt was issued.

Short-Term Debt -Short-term debt is defined for purposes of this policy as any debt incurred whose final maturity is three years or less.

Spread - The income earned by the underwriting syndicate as a result of differences in the price paid to the issuer for a new issue of municipal bonds, and the prices at which the bonds are sold to the investing public, usually expressed in points or fractions thereof.

Tax-Exempt Bonds - For municipal bonds issued by the District tax-exempt means interest on the bonds are not included in gross income for federal income tax purposes; the bonds are not items of tax preference for purposes of the federal, alternative minimum income tax imposed on individuals and corporations; and the bonds are exempt from taxation by the State of Illinois.

Term Bonds - Bonds coming due in a single maturity.

True Interest Cost (TIC) - Also known as Canadian Interest Cost. A rate which, when used to discount each amount of debt service payable in a bond issue, will produce a present value precisely equal to the amount of money received by the issuer in exchange for the bonds. The TIC method considers the time value of money while the net interest cost (NIC) method does not.

Yield to Maturity - The rate of return to the investor earned from payments of principal and interest, with interest compounded semiannually and assuming that interest paid is reinvested at the same rate.

Zero Coupon Bond - A bond which pays no interest, but is issued at a deep discount from par, appreciating to its full value at maturity.

The next Regular Meeting of the Oak Brook Park District Board of Commissioners will be held on July 15, 2024, 6:30 p.m.

Adjournment