



COMMITTEE REPORT

April 2025





GLENCOE PARK DISTRICT
Committee of the Whole Meeting
Tuesday, April 1, 2025 at 7:00pm

Consistent with the requirements of the Illinois Compiled Statutes
5 ILCS 120/1 through 120/6 (Open Meetings Act), notices of this meeting were posted.
Location of the meeting is Takiff Center, 999 Green Bay Rd, Glencoe, IL 60022

AGENDA

- I. Call to Order
- II. Roll Call
- III. Matters from the Public
- IV. Discussion on Milton Playground Designs
- V. Matters from the Public – Milton Playground
- VI. Discussion on District Maintenance Facility Design
- VII. Matters from the Public – District Maintenance Facility
- VIII. Discussion Truck Purchase
- IX. Discussion on Village Agreement for Greenhouse and Tree Nursery
- X. Discussion on Weinberg Advisory Committee
- XI. Discussion on GJK Contract Renewal
- XII. Discussion on Change in Policy for Overnight Stays
- XIII. Other Business
- XIV. Executive Session
 - A. Personnel 5ILCS 120/2 (c)(1) - The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.
- XV. Adjourn

The Glencoe Park District is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are asked to contact the Park District at 847-835-3030. Executive Director email: lsheppard@glencoe parkdistrict.com

Key rules governing participation

All comments will be limited to three (3) minutes per person and no longer than 30 minutes for all comments.



IV. Discussion on Milton Park Playground Designs (designs provided at the meeting)

Glencoe Park District
April 2025 Committee of the Whole Meeting

MEMORANDUM

TO: Board of Commissioners
CC: Kyle Kuhs, Director of Parks and Planning
FROM: Lisa Sheppard, Executive Director
SUBJECT: Milton Park
DATE: March 21, 2025

At the February 4 Committee of the Whole meeting, staff presented options for consideration regarding renovations at Milton Park. The Board and community were presented 3 options:

- Option 1:** Replace the playground with a new playground with a similar footprint.
- Option 2:** Replace the playground with passive recreational equipment.
- Option 3:** Remove the playground and restore the area to a native greenspace.

After the presentation, the Board accepted public comment on the matter, followed by a board discussion. The Board reached a consensus to advance the renovations at Milton Park under Option 1 and requested that staff and the design team take the public and board comments into consideration when developing design options.

Staff subsequently engaged with landscape architects at Upland Design for their professional services. Staff held a project kickoff meeting on February 24 where we provided the Board and public comment summaries to the design team. Upland Design was directed to develop two playground options that would fit the 2-9 age group. One design is intended to be a more traditional playground and one design is intended to be nature-themed to blend into the wooded surroundings throughout the rest of the park. The construction budget for this project is \$285,000 with an additional \$28,500 in contingency for unforeseen conditions/costs.

Upland Design will be presenting 2 design options for public/board discussion and input at the meeting. Staff is looking for additional input and direction from the Board on which design option to move forward with, and what changes the Board may wish to see.

Prior to this meeting, a letter was sent to the residents who attended the first community input meeting on February 4. The information was also posted on our website.

VI. Discussion on District Maintenance

Facility Design

**(Designs in draft. Updated designs
may be available at the meeting)**

Glencoe Park District

April 2025 Committee of the Whole Meeting

MEMORANDUM

TO: Board of Commissioners
CC: Kyle Kuhs, Director of Parks and Planning
FROM: Lisa Sheppard, Executive Director
SUBJECT: Milton Park
DATE: March 21, 2025

At the January 7 Board Meeting, the board approved the contract with Wight and Company for design services related to the Maintenance Center and Ballfield project at the Takiff Center. The project's schematic design was driven by the conceptual design presented to the board and the public as part of the referendum process. As we move deeper into design, staff would like the board and public to provide comments and feedback for consideration in the final design of these facilities.

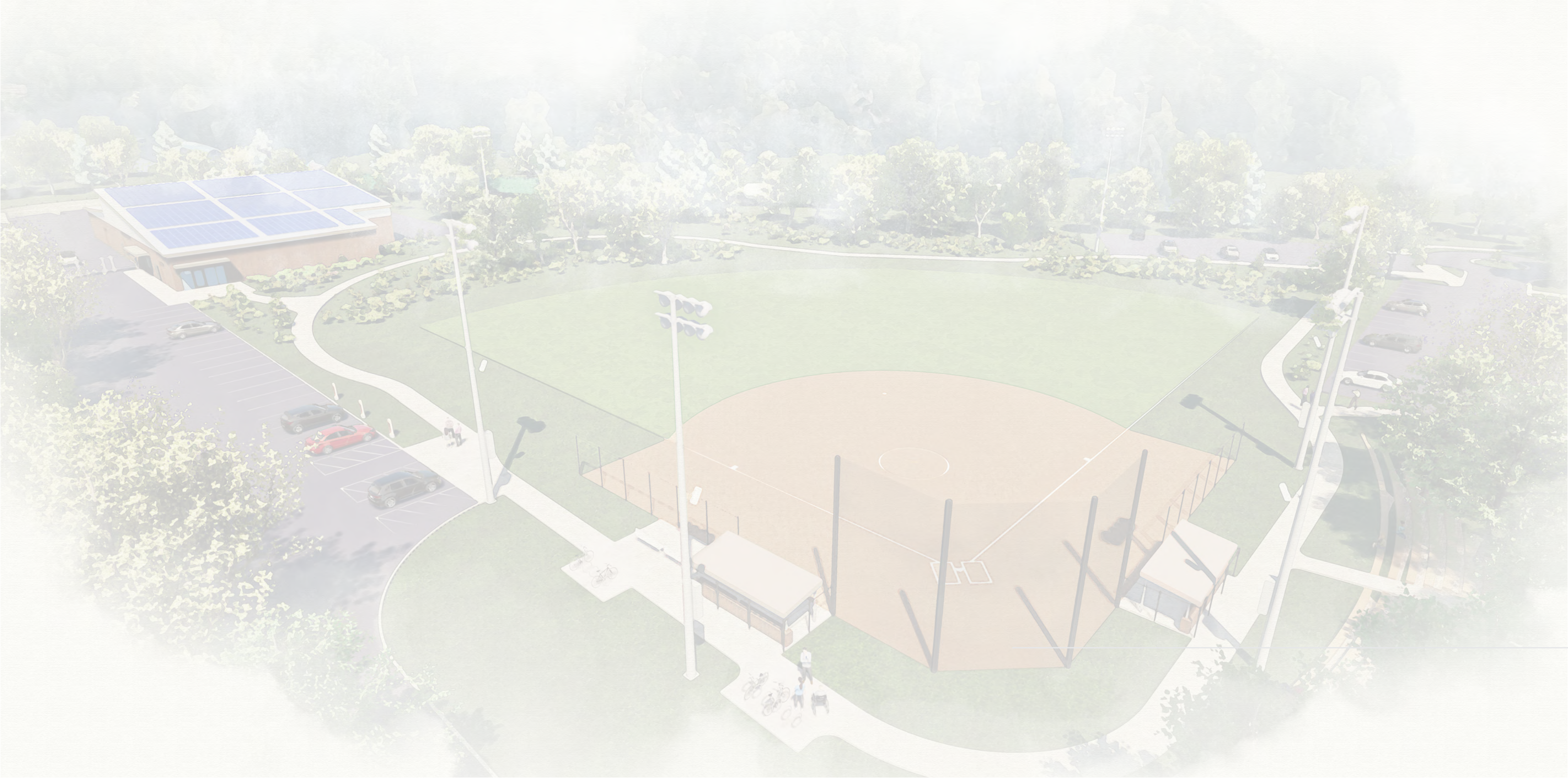
The maintenance center will feature a roughly 16,000 ft. consolidated footprint, with covered outdoor parking, indoor cold storage, a main garage and workshop, staff offices and breakrooms, and an additional indoor storage and future batting cage area. The design will include pull-through drive bays and dedicated storage bins for landscaping materials, solar power, and infrastructure to support future electric fleet operations. Electric vehicle charging stations for public use will also be included in the design.

The ballfield/site work is highlighted by the replacement of the 50-year-old ball field lighting infrastructure (poles, wiring runs, and distribution panel). The backstops and dugouts will also be updated to meet modern standards and codes. The playing surface will be regraded to ensure proper pitch/drainage.

Wight and Company representatives will present the designs to the board and public at the April Committee meeting. Attached to this memo are early drafts of the design. While there have been no significant changes to the design up to this point, it is important to note that tweaks and changes will occur along the way as more information is gathered surrounding stormwater detention, utilities, grading, elevations, soil conditions, etc.

The construction budget for this project is \$7.8 million, with an additional \$780,000 set aside in contingency for unforeseen conditions and costs. The targeted construction start date is September 1, 2025, with completion by June 1, 2026.

Prior to this meeting, a letter was sent to the neighbors who live adjacent to the maintenance center. The information was also posted on our website.



GLENCOE PARK DISTRICT · Maintenance Building

Design Update · 03/11/25



SPACE NEEDS					
DEPARTMENT	SPACE NEEDS				NOTES
	Staff / Occupant	Space Qty	NSF Each	Total NSF	
Outdoor / Site Program					
Staff & Visitor Parking		1		0	
Specialty (Bus/Van)		1		0	
EV Parking		3		0	
Pedestrian Drop-Off					
Dugouts		2	220	440	22' x 10'
Bike Parking				0	
Entry Plaza				0	
Flag Poles				0	
Monument Sign				0	
				0	
				0	
Trash Enclosure				0	
Generator Enclosure				0	
Loading				0	
Detention / Retention				0	
Total		0		440	

SPACE NEEDS					
	SPACE NEEDS				NOTES
	Staff / Occupant	Space Qty	NSF Each	Total NSF	
DEPARTMENT					
GARAGE					
Enclosed Vehicle Storage		6	320	1,920	3 snow service vehicles, 3 additional large size vehicles / equipment
Wash Bay		1	500	500	within enclosed garage
Workshop		1	1,000	1,000	with workbench and tools
Materials Storage		1	1,800	1,800	enclosed, but not heated
Outdoor Covered Vehicle Storage		6	320	1,920	sized for (6) F-450, with dump bed
Circulation			10%	714	
Total		0		7,854	

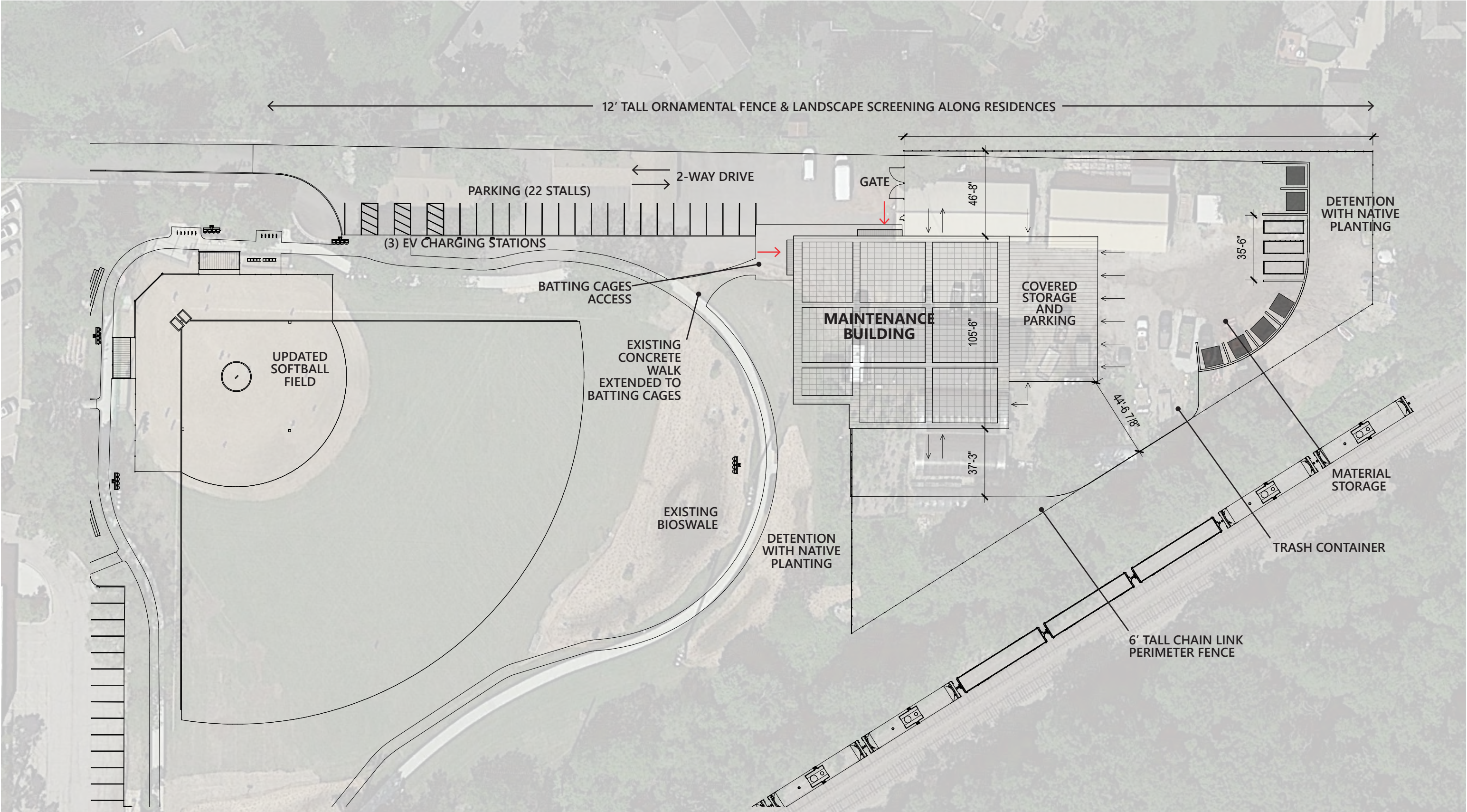
ADMIN					
Office	3	3	120	360	U shape desk + guest chair
Conference Rm		1	220	220	8 person, with TV
Staff Room		1	380	380	12 person, with kitchenette
Locker room		1	200	200	12 lockers, size?
T/Shower		2	90	180	Universal, with shower
Janitor		1	150	150	mop sink, washer and dryer
Storage		1	90	90	archives; dry storage
Circulation			35%	553	
Total		3		2,133	

BATTING CAGES					
Lobby/Lounge		1	500	500	access to admin, access to garage
Batting Cages		2	770	1,540	55ft x 14ft x 12 ft netting
Restrooms		2	50	100	in entry zone / lobby
Circulation			20%	428	
Total		0		2,568	

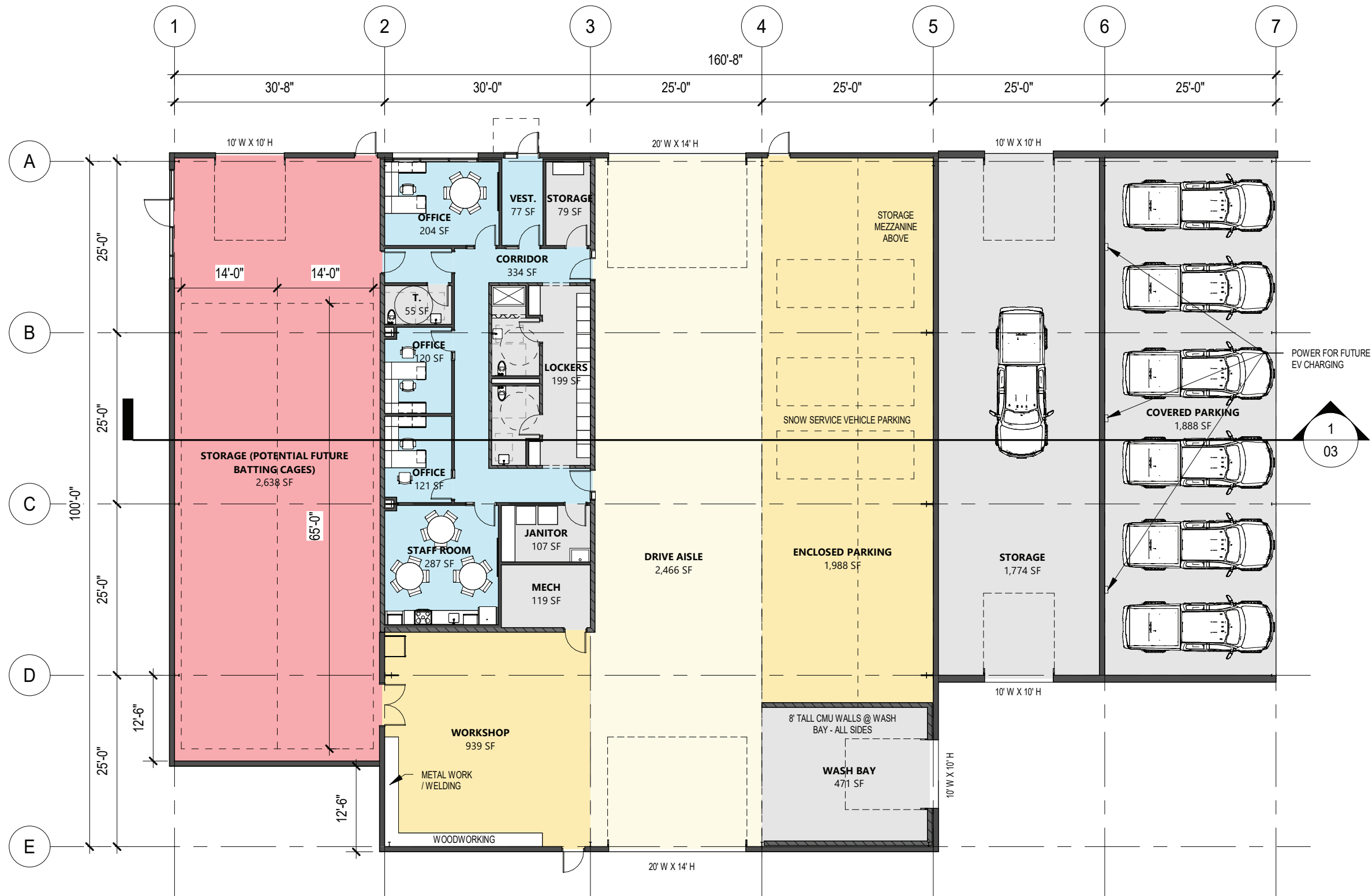
TOTAL DEPARTMENTAL GROSS AREA (DGSF)		12,555	not including common circulation or building support areas (mechanical, electrical, sprinkler)
Building Gross Factor		20%	MEP rooms, common circulation

TOTAL BUILDING GROSS SQUARE FEET		15,066	GSF
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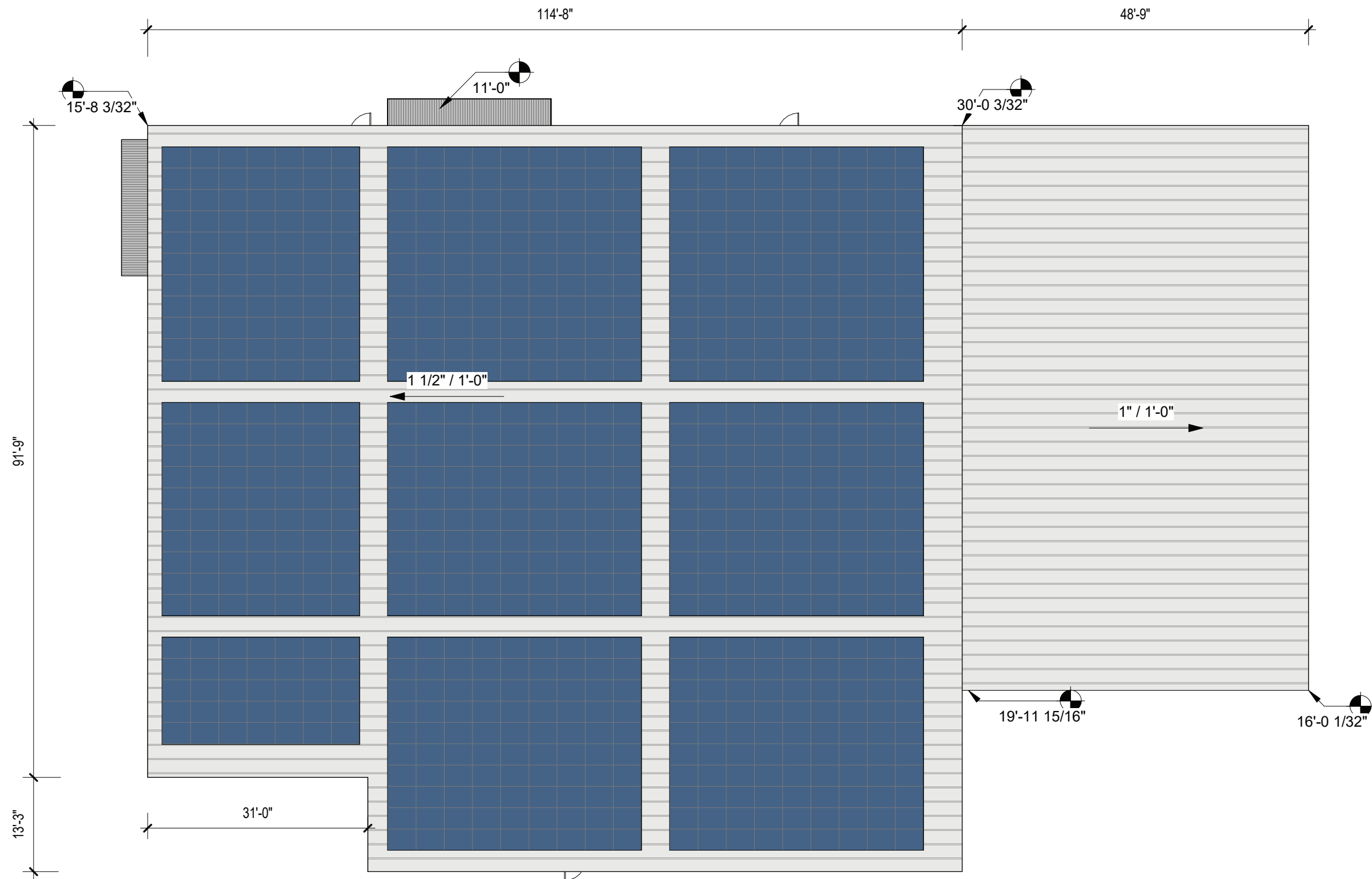
Maintenance Building
SITE PLAN

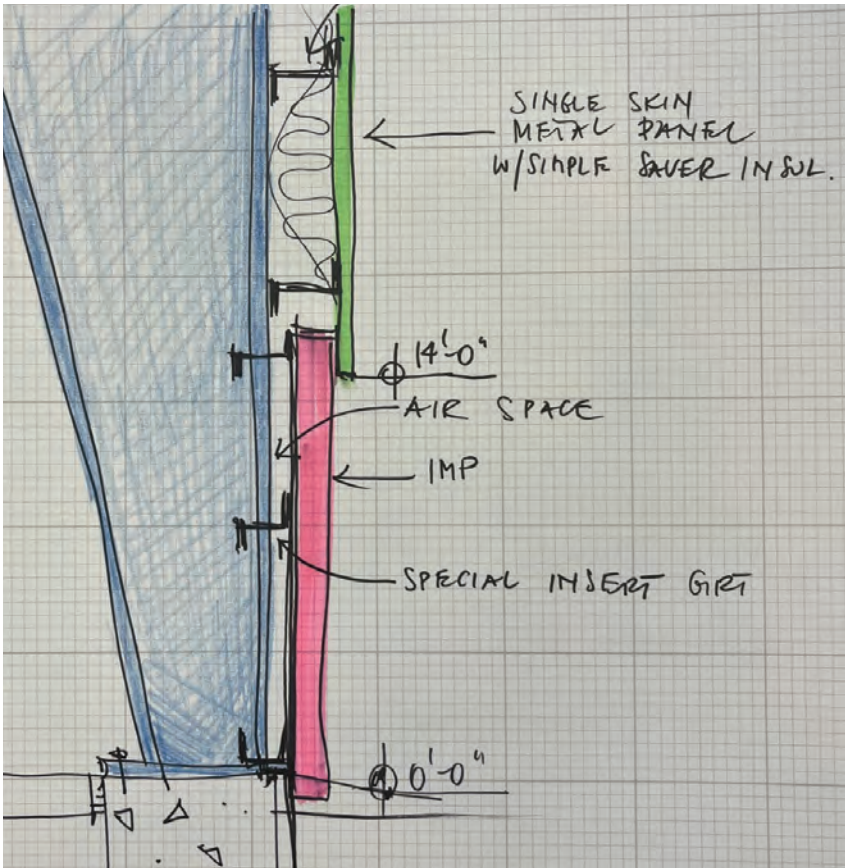
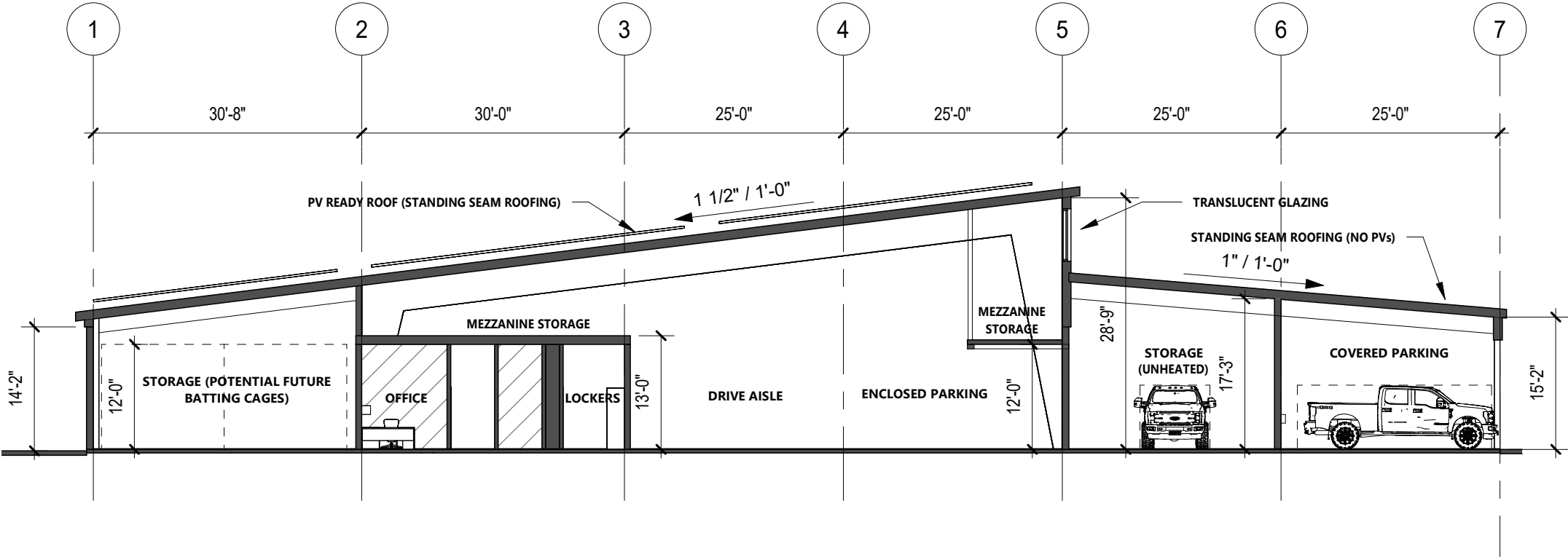


Maintenance Building
FLOOR PLAN

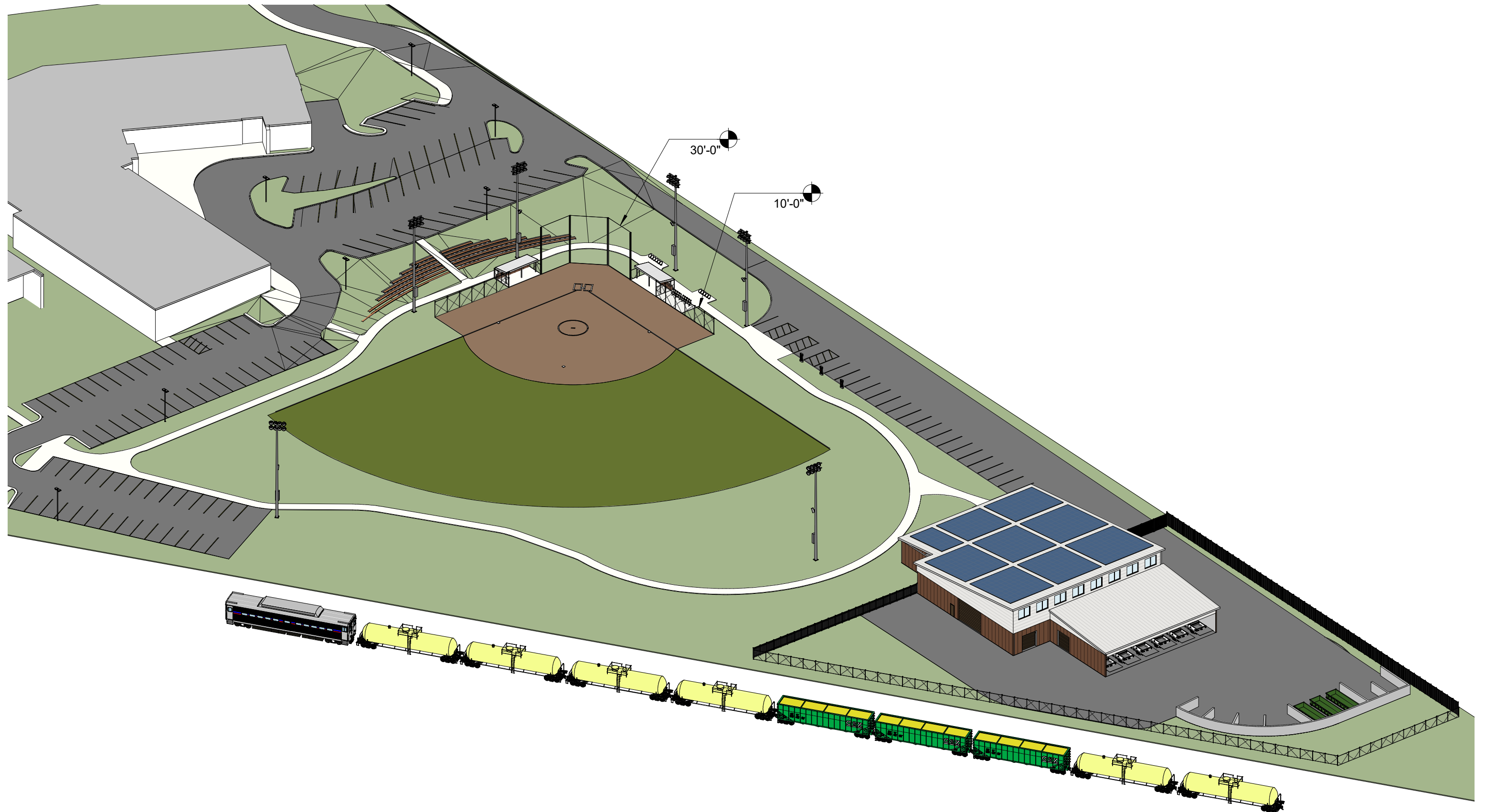


Maintenance Building
ROOF PLAN





Maintenance Building
AXON VIEW





VIII. Discussion on Truck Purchase

Glencoe Park District
April 2025 Committee of the Whole Meeting

MEMORANDUM

TO: Board of Commissioners
CC: Kyle Kuhs, Director of Parks and Planning
FROM: Lisa Sheppard, Executive Director
SUBJECT: Vehicle Purchase and Waiver of Competitive Bidding Requirements
DATE: March 20, 2025

At the January 7 2025 Board Meeting, staff presented the proposed Fund 65 capital projects. Included in these projects was the replacement of two fleet vehicles past their useful life.

- Truck #2- 2011 Ford F-150
- District Garbage Truck "Dumpy"- 2011 modified Ford Ranger

The budgeted new vehicles are:

- 1 Ford F-250: \$95,000. \$57,000 for truck, \$38,000 for garbage attachment and upfitting.
- 1 Ford Transit: \$75,000. \$65,000 for van, \$10,000 for upfitting.

Staff discussed with the board the lack of success we have had through traditional procurement processes.

- 2023- competitive bidding (resulted in no bids)
- 2024- ordered through cooperative purchasing alliance in March 2024 still has not gone into production

Due to ongoing supply chain issues, there is high market demand for these types of vehicles, making joint purchasing opportunities through Sourcwell and the Cooperative Purchasing Alliance are limited or unavailable.

A comprehensive market search throughout northeast Illinois located purchase opportunities at local dealers. Given the difficulty of procurement through cooperative purchasing and given the retail/sticker price of new vehicles has little variance from dealer to dealer, **staff is recommending the board waive the competitive bidding process and authorize the purchase of replacement vehicles off the lot with a not to exceed dollar amount based off a local dealerships current inventory.**

The Village of Glencoe approaches their vehicle purchases in the same fashion as they deal with the same circumstances as the district. Legal counsel confirmed that this is an acceptable approach to vehicle procurement.

RECOMMENDATION TO ADVANCE TO APRIL BOARD MEETING:

Given the availability of a vehicle meeting the department's specifications and within the FY 2025/26 budget allocation and given the difficulties of purchasing vehicles through the competitive bidding process and cooperative purchasing alliance, the board waives the competitive bidding process for the purchase of the following vehicles: 1 Ford F-250 in an amount not to exceed \$57,000 and 1 Ford Transit in an amount not to exceed \$65,000. Attached are sticker prices from a local dealership. These recommended not to exceed figures include a roughly \$5,000 cushion in case these specific vehicles are no longer available subsequent to formal board approval.



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VEHICLE DESCRIPTION

SUPER DUTY

2024 F250 SRW 4X4 REG CAB
XL 142" WB STYLESIDE
6.8L DEVCT NA PFI V8 ENGINE
10-SPEED AUTO TORQSHIFT-G

EXTERIOR
OXFORD WHITE

INTERIOR
MEDIUM DARK SLATE VINYL

RE D01055

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS
- WIPERS- INTERMITTENT

INTERIOR

- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

OPTIONAL EQUIPMENT/OTHER

PREFERRED EQUIPMENT PKG.600A

10-SPEED AUTO TORQSHIFT-G

3.73 ELECTRONIC-LOCKING AXLE

FRONT LICENSE PLATE BRACKET

PLATFORM RUNNING BOARDS

10000# GVWR PACKAGE

50 STATE EMISSIONS

SNOW PLOW PREP PACKAGE

SPARE TIRE AND WHEEL

JACK

UPFITTER SWITCHES

410 AMP ALTERNATOR

DUAL BATTERY

(MSRP)

NO CHARGE

430.00

NO CHARGE

320.00

NO CHARGE

250.00

NO CHARGE

165.00

115.00

210.00

PRICE INFORMATION

BASE PRICE

\$47,760.00

TOTAL OPTIONS/OTHER

1,490.00

TOTAL VEHICLE & OPTIONS/OTHER

49,250.00

DESTINATION & DELIVERY

1,995.00

(MSRP)

RAMP ONE

RC73

RAMP TWO

RAIL

ITEM #:

41-X136 O/T 60

TOTAL MSRP

\$51,245.00



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SPECIAL ORDER

RA091 N RB 2X 425 004214 01 09 24

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

California Air Resources Board

Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)

A+

D

Cleaner

Smog Rating (tailpipe only)

A+

D

Cleaner

Using alternative fuels may change scores.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

Not Rated

Not Rated

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat

Rear seat

Not Rated

Not Rated

Based on the risk of injury in a side impact.

Rollover

Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, v vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phtl lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

rates may apply. Text HELP for help



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VEHICLE DESCRIPTION

TRANSIT

2024 250 HR CARGO RWD
148" WHEELBASE
3.5L PFDI V6 (GAS)
10-SPEED TRANSMISSION

EXTERIOR
RACE RED
INTERIOR
EBONY CLOTH

RK A06992

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE			
EXTERIOR	INTERIOR	FUNCTIONAL	SAFETY/SECURITY
• AUXILIARY FUEL PORT	• AIR CONDITIONING	• AUTO HIGH-BEAM HEADLAMPS	• 3 POINT SAFETY BELTS
• BODY SIDE MOLDINGS - BLACK	• ASSIST HANDLES - A-PILLAR	• ELECTRONIC PWR ASST STEER	• ADVANCETRAC™ WITH RSC®
• BUMPERS - CARBON BLACK	• CENTER CONSOLE	• FORWARD COLLISION WARNING	• AIRBAGS w/ FRONT, SIDE AND SAFETY CANOPY® SYSTEM
• FULL SIZE SPARE TIRE/WHEEL	• INTERIOR LIGHTING - LED	• HILL START ASSIST	• BRAKES - 4WHEEL DISC W/ABS
• HEADLAMP COURTESY DELAY	• LOCKING GLOVE BOX	• LANE-KEEPING SYSTEM	• SECURILOCK® ANTI-THEFT SYS
• WIPERS - RAIN-SENSING	• POWERPOINT - 12V (FRONT)	• POST-COLLISION BRAKING	• SOS POST-CRASH ALERT SYSTM™
	• STEERING - TILT/TELESCOPIC	• PRE-COLLISION ASSIST W/AEB	• TIRE PRESSURE MONIT SYS
	• TACHOMETER	• REAR VIEW CAMERA	
		W/ TRAILER HITCH ASSIST	
		• SELECTABLE DRIVE MODES	WARRANTY
		• SIDE-WIND STABILIZATION	• 3YR/36,000 BUMPER / BUMPER
			• 5YR/60,000 POWERTRAIN
			• 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)	PRICE INFORMATION	(MSRP)
OPTIONAL EQUIPMENT/OTHER		BASE PRICE	\$52,405.00
2024 MODEL YEAR		TOTAL OPTIONS/OTHER	4,915.00
RACE RED	NO CHARGE		
PREFERRED EQUIPMENT PKG.101A			
4.10 LIMITED SLIP AXLE	NO CHARGE		
WHEEL WELL LINERS	295.00		
FRONT LICENSE PLATE BRACKET	NO CHARGE		
CARPET FRONT FLOOR COVERING	35.00		
9150# GVWR PACKAGE	NO CHARGE		
B-PILLAR ASSIST HANDLE	NO CHARGE		
PASSIVE ENTRY/START	370.00		
50 STATE EMISSIONS	NO CHARGE		
PARCEL DELIVERY PACKAGE	345.00		
.REAR COMPARTMENT LIGHTING			
.2WAY D/P NO ARM REST EB CLTH	1,395.00		
BULKHEAD W/LOCKABLE DOOR	220.00		
LONG-ARM PWR HEAT MIRRORS	280.00		
RADIO - SYNC3, 4" SCN	625.00		
ADAPTIVE CRUISE CONTROL	100.00		
AUX HEAT/AC PREP W/OUT CNTL	NO CHARGE		
DUAL BATTERIES (70 AMP-HR)	35.00		
SRW - STEEL W/ SILVER COVER	285.00		
EXTENDED FUEL TANK (31 GAL)	475.00		
POWER OUTLET (110V/400W)	455.00		
BLACK HID HEADLAMPS	NO CHARGE		
E-85 FLEX FUEL CAPABLE			

	RAMP ONE		TOTAL MSRP \$59,415.00
	CR15	CONVOY	
	RAMP TWO	ITEM #:	Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .
		41-Z900 O/T 2	
	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		PM142 R RB 2X 415 006093 12 14 23

California Air Resources Board

Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)

C

A+ CleanerD

Smog Rating (tailpipe only)

A

A+ CleanerD

Using alternative fuels may change scores.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA AIR RESOURCES BOARD

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

Not Rated Not Rated

Based on the risk of injury in a side impact.

Rollover

Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

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rates may apply. Text HELP for help

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IX. Discussion on Village Agreement for Greenhouse and Tree Nursery

Glencoe Park District
April 2025 Committee of the Whole Meeting

MEMORANDUM

TO: Board of Commissioners
CC: Kyle Kuhs, Director of Parks and Planning
FROM: Lisa Sheppard, Executive Director
SUBJECT: Green House and Tree Nursery
DATE: March 25, 2025

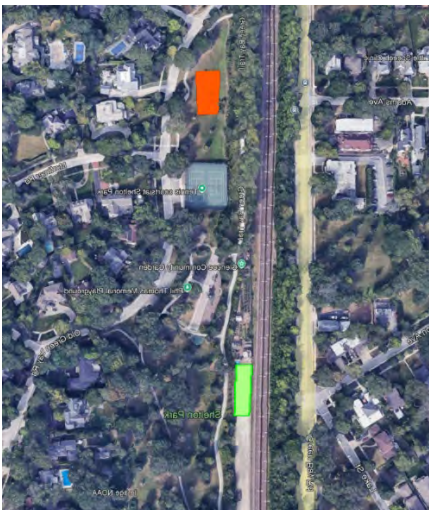
In January, staff met with Village representatives from the Village of Glencoe regarding placing the District's new greenhouse on the Village property. The greenhouse would be next to the community gardens, adjacent to Shelton Park. The shared tree nursery site would also be at Shelton Park, north of the tennis courts. The image below outlines the suggested locations. Placing the greenhouse near Shelton Park allows for better and safer access for our community groups, the greenhouse's primary users. Additionally, this location already has water access.

An element of both the Village and Park district's tree care management plans is a recommendation to implement a tree nursery to reduce costs and environmental impacts associated with transporting trees long distances for planting. The Shelton Park site would be an ideal location given the availability of water and open space on the far north end of the park, north of the tennis courts.

Both parties were very interested in pursuing this idea. A virtual Community Input meeting was held on February 27 at 6:00 pm via Zoom. We received positive feedback for both the Green House and Tree Nursery.

Following the meeting, District staff developed an official license agreement for these projects. Legal counsel from both the Village and the District have reviewed and revised the attached draft of the intergovernmental agreement, allowing for use of the village space for the greenhouse and park district space for the tree nursery.

Staff recommends that the Board advance the Intergovernmental and license agreement for the greenhouse and tree nursery. If there is a consensus, we request advancement for approval under consent agenda items at the next regular board meeting on April 15.



**INTERGOVERNMENTAL COOPERATION AND LICENSE AGREEMENT
BETWEEN
THE VILLAGE OF GLENCOE
and
THE GLENCOE PARK DISTRICT**

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the **VILLAGE OF GLENCOE**, an Illinois home rule municipal corporation, (hereinafter referred to as “**Village**”) and the Glencoe Park District (hereinafter referred to as “**Park District**”).

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Village is the owner of that real property located between Shelton Park and the Union Pacific Railroad right-of-way north of Harbor Street corresponding to PIN 05-08-001, which is depicted in **Exhibit A** to this Agreement (the “**Village Parcel**”); and

WHEREAS, the Park District is the owner of that real property commonly known as Shelton Park; and

WHEREAS, within Shelton Park, the Park District intends establish a tree nursery for trees to be planted on Park District Property (“**Tree Nursery**”); and

WHEREAS, the Park District proposes to install and maintain a greenhouse structure (“**Greenhouse**”), with substantially the form and dimensions depicted on the plans attached as

Exhibit B to this Agreement, on a portion of the Village Parcel for use of Park District employees, contractors and public in support of the Tree Nursery and other Park District facilities; and

WHEREAS, the Village and the Park District have determined it is in their respective best interests to enter into an agreement whereby the Village will grant the Park District a license to install, operate, and maintain the Greenhouse on a portion of the Village Parcel depicted in *Exhibit C* to this Agreement (“**Licensed Premises**”) in accordance with the terms and conditions set forth herein; and

WHEREAS, the Park District agrees, as consideration for the license granted by the Village herein, to allow the Village to make use of portion of the Tree Nursery for saplings and trees owned by the Village and intended to be planted on Village Property; and

WHEREAS, the Park District and the Village have mutually determined that it would be in the best interests of the citizens of the community to be able to utilize their respective properties for these purposes; and,

WHEREAS, the Parties have determined that the proposed uses of their respective properties will not interfere with the delivery of services and fulfillment of their respective missions; and

THEREFORE, in consideration of the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows: **1. License.** The Village hereby grants the Park District a license during the term of this Agreement to install, operate, repair, replace, and maintain the Greenhouse on the Licensed Premises (“**License**”). The License granted herein includes a right to access over the Village Parcel to access the Licensed Premises from Shelton Park and the Harbor Street right-of-way.

2. **Maintenance.** The Park District will maintain the Licensed Premises and any portion of the Village Parcel it accesses pursuant to its rights under this License, including mowing and snow removal, and otherwise to maintain the Licensed Premises in a good, neat and orderly condition during the term of this Agreement, all at the Park District's expense.

3. **Greenhouse Improvements.**

A. Approval of Plans for Greenhouse and Installation. Prior to installing the Greenhouse on the Village Parcel, the Park District will submit an application to Glencoe for a permit as required under Chapter 9 of the code of the Village of Glencoe, Illinois, 2011 ("Glencoe Code"). In addition to satisfying all requirements of the Glencoe Code, the Park District's application must include all components, specifications, schedules, proposed locations, and schedules of work related to the installation of the Greenhouse on the Village Parcel (collectively, the "**Plans**").

B. The installation of the Greenhouse on the License Premises will be completed at the sole cost and expense of the Park District. The Park District will be responsible for the costs of installing water service and all other utilities to the Greenhouse and paying all required usage fees.

C. The Park District reserves the right to remove the Greenhouse and any associated improvements installed by the Park District at its sole discretion. Upon the termination of this Agreement, the Park District agrees to remove, at its expense, the Greenhouse and any associated improvements installed by the Park District from the Licensed Premises. The Park District agrees that upon any such removal of the Greenhouse at the time of termination of this Agreement, the Park District will restore any part of the Village Parcel disturbed by the Park District's use of the Village Parcel or the removal of said improvements, such that the Licensed

Premises and the Village Parcel are returned to the Village in a condition compatible with the surrounding area. If not removed and restored, then all improvements shall become the property of the Village and the Village may dispose of the improvements and restore the Village Parcel at Park District expense.

4.. **Village's Use of Tree Nursery.** As consideration for the License granted by this Agreement, the Park District agrees to accept up to 55 trees from the Village into the Tree Nursery which the Village shall plant, care for, cultivate and, when needed, harvest, all at the Village's expense. The Village and the Park District shall cooperate on the planting and location of the Village' trees within the Tree Nursery. The Park District shall cultivate its trees at its expense and the Village shall cultivate the Village's trees at its expense. The Village shall cooperate with the Park District at such time as it needs to remove a tree from the nursery and such removal shall be at Village expense. The Parties shall install a separate water line/meter for the nursery and agree to each pay 50% of cost of installation and water bill.

5. **Term.** Except as provided below concerning termination for cause, the License granted by this Agreement shall commence upon the date of this lease agreement and shall not terminate until 25 years from the date thereof. Either Party may terminate this Agreement with 12 months advanced written notice.

6. **Termination for Cause.** If the Village, at its discretion, determines a need for the Village Parcel inconsistent with the Park District's use of the Licensed Premise for the operation and maintenance of the Greenhouse, then upon a minimum 180 day written notification to the Park District, the Village may terminate the License. If this termination for cause provision is invoked, and if the greenhouse improvements will be removed or unavailable for public use, the Village hereby agrees to pay the Park District as follows: the original cost of

constructing the Greenhouse shall be divided by 300 (representing the number of months in the initial term) and the Village shall pay the pro rata proportion of the months remaining of the Lease measured from when the Park District halted operations following receipt of the notice of termination for cause. Upon request, the Park District shall provide the Village evidence to support the original construction costs of the Greenhouse.

6. Indemnification, Assumption of Risk, Use of Contractors.

A. Indemnification. The Park District will indemnify, save harmless, and defend the Village, its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the existence of this Agreement and the installation, maintenance, or operation of the Greenhouse on the Licensed Premises or any act or omission of the Park district whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Park District except to the extent caused by the sole negligence of the Village. The Park District will, and does hereby, waive, relieve, and relinquish all claims of every kind, known and unknown, present and future, that the Park District may have against the Village and its officers, agents, servants, and employees, arising out of, connected with or in any way related to the Agreement, License, Greenhouse, or Licensed Premises.

B. Assumption of Risk. The Park District agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that the Park District may sustain arising out of the Park District's use of, or as a result of the condition, maintenance, and use of the Licensed Premises or the Greenhouse.

C. Use of Contractors. The Park District's use of any contractor, subcontractor, or subcontract will not relieve the Park District of full responsibility and under this Agreement. Any and all services performed by any contractor or subcontractor, or under any subcontract, will be subject to all of the provisions of this Agreement in the same manner as if performed by the Park District. Every subcontract related to this Agreement will include a provision binding all contractors and subcontractors to all provisions of this Agreement.

7. No Liens. The Park District hereby represents and warrants that it will take all necessary action so that the Village Parcel and Licensed Premises will remain free and clear of any and all liens, and will execute all such documents as may be reasonably necessary to protect the Village's right, title, and interest in the Licensed Premises.

8. Management Responsibility. The Park District agrees to assume all management responsibilities for the Greenhouse and the Tree Nursery.

9. 10. Notices. Notices hereunder shall be in writing. All notices shall be served by either party upon the Village Manager or the Park District's Executive Director at their principal office or at such other locations as the party may designate in writing from time to time; such written designation shall be deemed to be effective five (5) days after delivery thereof. Notices may be delivered in person or by deposit in an appropriate United States Postal Service receptacle, by registered or certified mail, return receipt requested, postage fully pre-paid. Notices shall be deemed to have been received as evidenced by the return card.

11. Insurance. The Park District agrees to obtain and to maintain, at its own expense during the term of this lease agreement, comprehensive public liability risk coverage in amounts of at least \$1,000,000 per person for injuries or death arising out of the use of the Village Parcel, or the maintenance thereof, and not less than \$1,000,000 for each such occurrence, and must

have no less than \$2,000,000 in general aggregate or umbrella policy. An intergovernmental self-insurance program with similar limits shall be deemed acceptable during the term of this agreement. The Park District shall name the Village as an additional insured on the program. Evidence of said insurance program shall be kept on file at the Village during the term of this lease. The Park District shall further indemnify and hold the Village harmless against any liability, judgments, expenses, attorney's fees, or claims other than those incurred by insurer, including personal injury, death and property damage, arising out of or occurring on the Village Parcel.

12. **Miscellaneous Provisions.**

A. **Non-Waiver.** No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

B. **Non-Severability.** It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property be held invalid by a court of competent jurisdiction, then the entire Agreement will be invalid and of no further force and effect.

C. **Entire Agreement.** This Agreement will constitute the entire agreement of the parties concerning the License; all prior agreements between the parties, whether written or oral, are merged in this Agreement and will be of no force and effect.

D. **Binding Effect.** The terms of this Agreement will bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

E. Exhibits. All Exhibits attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement will control.

F. Amendments and Modifications. The Park District may not assign this Agreement or License, in whole or in part, without the express written consent of the Village. Any assignment without such written consent will, at the Village's option, be deemed to be void and of no force or effect. Notwithstanding any assignment or subletting, the Park District will remain fully liable on this Agreement and will not be relieved from performing any of the terms, covenants or conditions of this Agreement.

G. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

H. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.
2. Headings. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit or describe the scope or intent of this Agreement or the intent of any provision hereof.
3. Calendar Days and Time. Any reference herein to “day” or “days” will mean calendar and not business days. If the date for giving of any notice required to be given

hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday, or Federal holiday.

I. No Third-Party Beneficiaries. Except as expressly provided for in this Agreement, no claim as a third-party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid, against the Village or the Park District.

J. Governing Law and Enforceability. This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois. This Agreement will be enforceable in the Circuit Court of Cook County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, and obligations contained herein, by mandamus, specific performance, injunction, or otherwise, for a breach of this Agreement.

K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules or regulations will be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules or regulations that may occur in the future.

L. Authority. Each undersigned representatives warrant that they are duly authorized to execute this Agreement, that all conditions precedent to the making of this Agreement have been fulfilled, and that it is the intention of the Party upon whose behalf they are signing to be bound hereby.

[SIGNATURE

PAGE

FOLLOWS]

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

VILLAGE OF GLENCOE

GLENCOE PARK DISTRICT

By _____
Its President

By _____
Its President

Attest _____
Its Clerk

Attest _____
Its Secretary

DRAFT

EXHIBIT A

DEPICTION OF VILLAGE PARCEL

DRAFT

EXHIBIT B
GREENHOUSE

DRAFT

EXHIBIT C
LICENSED PREMISES

DRAFT

X. Discussion on Weinberg Advisory Committee

Glencoe Park District
April 2025 Committee of the Whole Meeting

MEMORANDUM

TO: Board of Commissioners
FROM: Lisa Sheppard, Executive Director, and Bobby Collins, Deputy Director/Director of Recreation & Facilities
SUBJECT: Direction on Watts/Weinberg Advisory Group
DATE: March 14, 2025

The term for the existing Watts/Weinberg Advisory Group members has expired, and staff is preparing to launch an application process for new advisory members, as well as an opportunity for expired members to reapply. Before we proceed, we would like the Board's input on the advisory's direction moving forward.

Background:

The Watts/Weinberg Advisory Group has been in existence since 2012, according to available records. Originally focused on providing guidance and feedback on the operations and direction of the ice rink, the advisory also explored opportunities for expanded outdoor recreation and increased programming within the facility.

Over the past 13 years, the facility has undergone significant transformation, evolving from a seasonal operation into a thriving, year-round recreation center. Today, it serves as a hub for diverse activities, including year-round enrichment programs, Kids Club, two seasonal ice rink sheets, pickleball courts, a Dek hockey court, and a base for pre-teen camps and specialty sports camps.

In 2019, renewed interest in the advisory emerged when the Park District successfully applied for the PARC grant and began discussions about facility improvements and the potential revocation of certain uses. During this period, the advisory played a key role in gathering community input and providing recommendations for facility enhancements.

Initially, most of the engagement centered around improvements to the ice rink. However, following the completion of the grant application and initial planning phases, interest in the advisory group waned, with many members no longer attending meetings.

Request for Direction:

We are seeking the Board's feedback on whether the advisory should continue to exist or explore other options for community engagement such as short-term task forces to dive into areas of interest/issue if needed. We have been very successful in using this model of community engagement in the past (for example, Dog Park and Berlin Fields).

Key Question for the Board:

- Does the Board believe the Weinberg Advisory Group is necessary, or should alternative approaches be considered for gathering community input on Weinberg facility and programs?

XI. Discussion on GJK Contract Renewal

Glencoe Park District
April 2025 Committee of the Whole Meeting

MEMORANDUM

TO: Board of Commissioners
FROM: Lisa Sheppard, Executive Director, and Bobby Collins, Deputy Director/Director of Recreation & Facilities
SUBJECT: 2025-2028 Agreement with Glencoe Junior Kindergarten
DATE: March 19, 2025

Glencoe Junior Kindergarten (GJK) has served the community for over 80 years, providing high-quality early childhood education since 1942. Located in the Takiff Center, GJK operates a half-day preschool program offering morning and afternoon classes for preschool, enrichment activities, and summer camps.

The current agreement up for negotiation is for a May 2025 renewal. Both the District and GJK are interested in entering into a new three-year contract (2025-2028). This renewal continues the longstanding relationship between the District and GJK, ensuring both organizations have financial sustainability and program stability.

Key Changes in the 2025-2028 Agreement

1. Adjusted Revenue Share Model
 - The District will now receive 27% of revenue, up from 25% in the last agreement, or a minimum annual contribution of \$150,000 (increased from \$130,000).
 - This aligns with the Board's goal of gradually increasing the District's revenue share to help cover rising operating costs such as maintenance, custodial services, and administration.
2. Guaranteed Access to the Tots Gym and Gymnasium
 - GJK will continue to have daily access to the Tots Gym and Gymnasium with a guarantee of at least 20 minutes, even with schedule changes.
3. Formalizing the Director's Office Space
 - This agreement formalizes GJK's existing office space for the full term, ensuring that their director's office remains unchanged in size and location.
4. Increased Registration Flexibility
 - As the District transitions to a year-round preschool model and will no longer need to offer ELC registration, GJK will now have greater flexibility to open next year's registration at any time in January or February.

Fiscal Agent Responsibilities

The District will continue to manage all registration, billing, tuition collection, and refunds for GJK.

Next Steps

Staff is bringing the attached draft agreement to the Board for feedback. If the Board reaches a consensus on the agreement, we will present the final version for approval at the April Board meeting.

GLENCOE JUNIOR KINDERGARTEN AND NURSERY SCHOOL AGREEMENT WITH GLENCOE PARK DISTRICT

This Agreement ("Agreement") is made as of this 2018th day of May 20252, by and between the **GLENCOE PARK DISTRICT**, Cook County, Illinois, an Illinois unit of local government (the "District"), and the **GLENCOE JUNIOR KINDERGARTEN AND NURSERY SCHOOL**, a general not-for-profit Illinois corporation ("Licensee"). The District and Licensee are hereinafter sometimes referred to individually as a "Party" and jointly as the "Parties."

Preamble

WHEREAS, Licensee has, since 1942, organized, managed and conducted preschool programs for children residing in the District and elsewhere; and

WHEREAS, the District owns, manages, and controls certain property located at 999 Green Bay Road, Glencoe, Illinois, commonly known as the Takiff Center ("Center"); and

WHEREAS, Section 8-1(j) of the Illinois Park District Code authorizes park districts to enter into licensing agreements with not-for-profit corporations organized under the laws of Illinois; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Incorporation of Recitals.** The recitals contained in the foregoing Preamble are hereby incorporated into this Agreement, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and enforced in accordance therewith.
- 2. Services Summary.** District hereby grants to Licensee the right to operate Glencoe Junior Kindergarten and Nursery School in the Takiff Center. Licensee shall furnish all personnel ("Licensee Personnel"), equipment and supplies, and services to be provided by others (e.g., entertainment, field trips) necessary to provide, and shall provide early childhood programs as more specifically identified in **Exhibit A** to this Agreement. The provision of such Licensee Personnel, equipment and supplies, and services by others, and the conduct of such programs are hereinafter sometimes collectively referred to as the "Services." For the avoidance of doubt, the Services shall be deemed to exclude any personnel, equipment, supplies, or services provided or performed by the Licensee. This is a grant of a bare license solely for the use of space in the Takiff Center for the operation of the Glencoe Junior Kindergarten and Nursery and incidental use of the common areas within the Takiff Center in a manner which is not inconsistent with the terms and conditions contained in this Agreement. Licensee shall not have any right to occupy or use the Takiff Center as a tenant or lessee at law, in equity or otherwise, or in a manner which is inconsistent with the terms and conditions of this Agreement.
- 3. Term.** The term of the Agreement shall commence on June 1, 20252 and end on May 31, 20258 unless sooner terminated in a manner for which the Agreement will provide.

4. Termination.

- a. In the event Licensee shall breach or be in default under any of the material provisions of this Agreement, the Park District may terminate this Agreement effective at the end of the school year then in progress if Licensee shall not have cured such default within thirty (30) days after the Park District shall have notified Licensee thereof in writing. In the event Park District shall breach or be in default under any of the material provisions of this Agreement with the exception of provisions relating to maintenance or insurance, Licensee may terminate this Agreement effective at the end of the school year then in progress, if Park District shall not have cured such default within thirty (30) days after Licensee shall have notified Park District thereof in writing.
- b. In the event Licensee shall breach or be in default under the insurance provisions of this Agreement, the Park District may terminate this Agreement effective immediately; provided however, Park District shall reinstate the grant of license and terms and conditions of this Agreement upon Licensee providing the Park District, within 30 days of the effective date of the notice of termination, with proof of insurance or such other documentation as is necessary to demonstrate that Licensee is in compliance with the insurance requirements set forth herein and Licensee paying any License Fees which would have accrued during the interim period of termination.
- c. In the event Licensee shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (2) consented to the appointment of a receiver or trustee of all or part of its property; or (3) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, this Agreement shall automatically terminate upon ninety (90) days prior written notice by either party to the other party.
- d. In the event Licensee fails to conduct operations for which this License is issued for more than forty-five (45) days out of any consecutive sixty (60) day period, the Park District shall have the right to terminate this Agreement effective immediately. Notwithstanding the foregoing, this Section shall not apply if Licensee elects not to conduct summer camp.
- e. In the event that any volunteer, agent, or representative of Licensee engages in indecent and/or unlawful conduct that materially adversely impacts the Park District or any of its patrons while on the premises of the Recreation Center, such conduct shall constitute a material breach of this Agreement. In such an instance, the District shall provide Licensee with written notice of such breach, and Licensee shall have thirty (30) days to cure such breach to the mutual satisfaction of the Licensee and the District. The District may terminate this Agreement provided Licensee has failed to cure such breach within the thirty (30) day period.
- f. Notwithstanding the provisions of this Section, the termination of this Agreement shall not terminate the obligations of the respective parties regarding indemnification set forth in paragraph 8 (a) hereof.

- g. This Agreement may be terminated by Licensee immediately in the event of District's material breach of any of its obligations under this Agreement, provided that District has failed to cure any such breach within thirty (30) days after receiving written notice of same from Licensee.
- h. In the event of termination of this Agreement, any funds held by the District for the benefit of the Licensee under Paragraph 6(b) shall be returned within thirty (30) days of termination.

5. Results to be Achieved by Licensee. Licensee shall conduct an annual survey for quality assurance purposes which demonstrates at least an 80% parental satisfaction level in a given year. In the event such survey demonstrates that such 80% parental satisfaction was not met, Licensee shall cure the conditions that are causing dissatisfaction or within 30 days for District has the right to terminate License agreement.

6. Annual Revenue Sharing. The Parties shall share Licensee's Revenue, as defined below, at the rate of ~~73~~⁵% for the Licensee, and ~~25~~⁷% for the District or annual amount of \$~~153~~⁰,000, whichever is greater.

- a. "Licensee's Revenue" shall be defined as any registration fees, tuition, or mandated payment from programming and summer day camp provided by Licensee at the Center, net of any refunds. Licensee's Revenue shall not include any proceeds from donations and/or fundraising received by Licensee or any parent reimbursements for activity fees (such as payment for special trips) and lunch programs offered by Licensee. Licensee has the right to determine fees for all programming.
- b. Without any administrative charge or other cost to Licensee, District shall collect all registration fees and tuition for programs conducted on its behalf by Licensee, and shall deduct the District's share of Licensee Revenue before remitting the balance to Licensee. The Licensee shall inform the District's Registration Office Manager or designee of the details of any payment plans entered into between the Licensee and registrants for programs conducted by Licensee on the District's behalf. The District will then be responsible for billing and collecting payments according to the plan. At Licensee's expense, Licensee shall have the right to annually audit the books and records of the District to verify the amounts of registration fees and tuition collected by District pursuant to this Agreement and the amounts remitted to Licensee at Licensee's Expense.
- c. Within 30 days after the District receives any installment payment of registration fees or tuition payments for Licensee's Services or when the revenue sharing amount owed to the Licensee is greater than \$20,000, at the next month-end date following the installment date, District shall compensate the Licensee as set forth in Paragraph 6 (a) above. The District shall provide a printout of registrant names and tuition or registration fee payments received by the District along with each payment made to the Licensee. All registration fee and tuition payments that remain unpaid more than 30 days after they are due will incur a \$25 late fee to be assessed and collected by the District. This late fee amount will be retained in full by the District as complete compensation for the District's expense in generating additional balance due postcards and class lists/status reports. The Licensee shall have the sole and exclusive right to terminate the enrollment of any registrant who is in violation of any policies and procedures as set forth by the Licensee, including, but not limited to, payment policies.

7. Condition of Property/Equipment, Etc.

- a. Licensee shall maintain or cause to be maintained all facilities and equipment used by participants under this Agreement in same repair and condition as such facilities are on the date hereof, reasonable wear and tear and damage by fire and other casualty excepted; provided that Licensee shall not be responsible for any damage when such damage is caused by the acts or omissions of the District and/or the District's officers, employees, officials, volunteers and agents. Licensee shall periodically inspect all such facilities and equipment for this purpose. District may inspect such facilities and equipment to ascertain compliance whenever District deems such inspection appropriate, and shall provide reasonable notice to Licensee prior to doing so. However, District's right of inspection is not intended to and shall not create any duty or obligation to inspect or any other obligation or liability on the part of District. In connection with the Services provided on or with properties owned or controlled by District, Licensee shall use, and cause its participants to use through proper supervision and control, all facilities and equipment with due care and in the manner in which the facilities and equipment were meant to be used, and to report all defects in or damage to any such facilities and equipment and the cause thereof, if known, promptly after obtaining knowledge thereof to the Director of Recreation and Facilities.
- b. District, at its sole cost, shall provide for all custodial and cleaning services (which services shall be at the same level as are provided for the District's Early Learning Center) and all utilities, including heat, electricity, gas, water and sewer service, but excluding telephone, internet service and postage, for which the Licensee shall reimburse the District pursuant to the end of this Paragraph. Except for any alterations or improvements added by Licensee and damage caused by Licensee, its agents, employees, guests and invitees, District shall, at its own expense, provide for prompt and regular maintenance and repair of all interior and exterior facilities and fixtures in the Center, including, without limitation, repair and maintenance of the roof, replacement of burned out bulbs, landscaping, snow plowing of driveways, walkways and parking lots, and lavatory and kitchen cleaning. Licensee shall not make any alterations, additions or improvements to the Center without the prior written consent of the District, and shall require every contractor or subcontractor performing such work to comply with the Prevailing Wage Act and all other applicable statutes, ordinances, rules and regulations. Such maintenance and repair work shall be performed as part of and to the same standard as such work is performed on the portion of the Center which is not utilized for Licensee's participants. Licensee shall promptly notify the District in writing if Licensee believes that any portion of the Center that it uses pursuant to this Agreement requires repair or maintenance in order for Licensee to retain its licensure by the Illinois Department of Children and Family Services ("DCFS"). If, within forty-five (45) days, except in the event of a situation involving a unsafe condition threatening imminent injury to persons or property in which event Licensee shall contact the District immediately by text or e-mail and the District will evaluate and if needed prevent use and repair the unsafe condition; after written notice thereof, District fails to provide utilities, maintenance and repair in accordance with this paragraph, Licensee shall have the right, but not the obligation, to itself procure such utilities, maintenance and repair and to deduct from the fees due hereunder all costs and expenses, reasonably and necessarily incurred by Licensee in connection therewith. Licensee shall reimburse the District, for use of telephone services (including long distance telephone calls) and computer services (including Internet service and Wi-Fi) at the amount of one hundred (\$100) dollars per month and for any incurred postage charges.

8. Liability, Indemnification and Insurance.

- a. To the fullest extent permitted by law, Licensee shall indemnify District and defend and hold District, its park commissioners, officers, employees, volunteers and agents forever harmless from and against any and all loss, cost, damage and expense, including without limitation court costs and reasonable attorneys' fees, which District may suffer, incur or sustain, or for which District may become liable by reason of a lawsuit or claim for compensation arising in favor of any person, including, without limitation, the employees, officers, independent contractors, subcontractors or invitees of Licensee or District, on account of the injury to or the death of any person(s), or the loss or damage of any property arising out of, incident to, resulting directly or indirectly from, or in connection with the breach by Licensee of any provisions of this Agreement, or the exercise by Licensee of the rights and privileges granted to Licensee or the performance of any of the obligations undertaken by Licensee under this Agreement, except that Licensee shall have no liability for damages or the costs incident thereto to the extent caused by the acts or omissions of District or its employees or agents. In defending against any such claims, Licensee may select legal counsel of its own choice and District will reasonably cooperate with such counsel in the defense of such claim; provided, however, that District shall not have to incur any expense in connection therewith. District reserves the right to independently defend against or participate in Licensee's defense of any such claim, at District's own expense. This reserved right shall not in any way diminish Licensee's indemnification, defense and hold harmless obligations hereunder. Except with the written consent of the District, Licensee shall not consent to the entry of any judgment or settlement which does not include as an unconditional term thereof, the giving by the claimant or plaintiff to the District of an unconditional release from all liability in respect of such third party claim or demand.
- b. To the fullest extent permitted by law, District shall indemnify Licensee and defend and hold Licensee, its officers, employees, volunteers and agents forever harmless from and against any and all loss, cost, damage and expense, including without limitation court costs and reasonable attorneys' fees, which Licensee may suffer, incur or sustain, or for which Licensee may become liable by reason of a lawsuit or claim for compensation arising in favor of any person, including, without limitation, the employees, officers, independent contractors, subcontractors or invitees of Licensee or District, on account of the injury to or the death of any person(s), or the loss or damage of any property arising out of, incident to, resulting directly or indirectly from, or in connection with the breach by District of any provisions of this Agreement, or the exercise by District of the rights and privileges granted to District or the performance of any of the obligations undertaken by District under this Agreement, except that District shall have no liability for damages or the costs incident thereto to the extent caused by the acts or omissions of Licensee or its employees or agents. In defending against any such claims, District may select legal counsel of its own choice and Licensee will reasonably cooperate with such counsel in the defense of such claim; provided, however, that Licensee shall not have to incur any expense in connection therewith. Licensee reserves the right to independently defend against or participate in District's defense of any such claim, at Licensee's own expense. This reserved right shall not in any way diminish District's indemnification, defense and hold harmless obligations hereunder. Except with the written consent of the Licensee, District shall not consent to the entry of any judgment or settlement which does not include as an unconditional term thereof, the giving by the claimant or plaintiff to the Licensee of an unconditional release from all liability in respect of such third

party claim or demand.

- c. In furtherance of and not in limitation of its responsibilities and promises in this Agreement, Licensee shall secure and maintain at its own expense insurance with coverages and terms as provided in **Exhibit B** attached to and incorporated herein by reference. Given the possible extended Term of this Agreement, Licensee shall comply with such additional or different insurance requirements as shall be directed by the Park District Risk Management Agency of which the Park District is a member.
- d. Licensee shall be responsible for maintaining, at its sole cost and expense, insurance covering any of its property located at the Center or other District property. District shall not be responsible or liable for injury to or death of any person, or for damage to, loss, theft or destruction of any materials, tools, machinery, equipment or other property, incurred or sustained as a direct or indirect result of or relating to the exercise by Licensee, its agents, employees or other persons acting on behalf of Licensee or with Licensee's consent, of the rights and privileges granted to Licensee under this Agreement, except to the extent any injury, damage or loss is caused by the negligent or intentional acts or omissions of District or its employees or agents.
- e. Licensee shall not be responsible or liable for injury to or death of any person, or for damage to, loss, theft or destruction of any materials, tools, machinery, equipment or other property, incurred or sustained as a direct or indirect result of or relating to the exercise by District, its agents, employees or other persons acting on behalf of District or with District's consent, of the rights and privileges granted to District under this Agreement, except to the extent any injury, damage or loss is caused by the negligent or intentional acts or omissions of Licensee or its employees or agents.
- f. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby waives any and all rights or claims Licensee may have at any time against District, its park commissioners, officers, employees, volunteers, agents or other persons acting on its behalf, for injury to or the death of any person or for the damage to or destruction of any property sustained or incurred by Licensee, or any person claiming by, through or under Licensee in connection with the exercise by such persons of rights and privileges granted to Licensee, or the performance of Licensee's obligations under this Agreement, except to the extent any injury or death, or damage or destruction of any property is proximately caused by or results from the negligence of, or from the intentional wrongful acts or omissions of, or by the breach of this Agreement by, the District or its employees, volunteers, agents, or others acting on its behalf.
- g. To the fullest extent permitted by the laws of the State of Illinois, District hereby waives any and all rights or claims District may have at any time against Licensee, its officers, employees, volunteers, agents or other persons acting on its behalf, for injury to or the death of any person or for the damage to or destruction of any property sustained or incurred by District, or any person claiming by, through or under District in connection with the exercise by such persons of rights and privileges granted to District, or the performance of District's obligations under this Agreement, except to the extent any injury or death, or damage or destruction of any property is proximately caused by or results from the negligence of, or from the intentional wrongful acts or omissions of, or by the breach of this Agreement by, the Licensee or its employees, volunteers,

agents, or others acting on its behalf.

- h. Nothing contained in this Paragraph 8 or elsewhere in this Agreement is intended or shall be construed as a waiver by District, or its park commissioners, officers, employees, volunteers, agents or others acting on its behalf of the privileges, defenses or immunities from liability afforded under Illinois law, including without limitation the Illinois Local Governmental and Governmental Employees Tort Immunity Act.
- i. Nothing contained in this Paragraph 8 or elsewhere in this Agreement is intended or shall be construed as a waiver by Licensee, or its officers, employees, volunteers, agents or others acting on its behalf of the privileges, defenses or immunities from liability afforded under Illinois law.

9. Obligations of the District and Licensee.

- a. The District shall furnish four (4) classroom spaces, Rooms 244, 246, 247 and 250, at the Takiff Center during the school year and summer camp. The District shall also provide a fifth classroom space, Room 228 for ~~sixfour~~ hours and thirty minutes a day (Monday through Friday, 9:00 a.m. through ~~3:30~~ 4 p.m.) during the school year. Room 228 is not eligible to be licensed by DCFS and will be available for use by the District at any time outside the designated hours for District's use. The District will also provide a sixth space, a Multipurpose Classroom, for one (1) hour a day (Monday through Thursday, 9:15 a.m. through 10:15 a.m.) during the school year. If the space is available and not in use by the Park District, the Licensee may request additional hours before noon, subject to prior approval from the District. The sixth space shall not be used for permanent storage by the Licensee, and all materials must be removed after each use. -All provided spaces shall only include permanent fixtures in the classrooms; all other furniture and supplies are to be provided by Licensee. All materials including, without limitation, toys, books, writing utensils, and school supplies, used in the fifth classroom by Licensee during their designated hours shall only be used by Licensee and shall be stored away by Licensee in designated storage outside of designated hours, so long as District provides reasonable storage space. District will provide one (1) office space, the classroom closet in room 228 and access to: gymnasium, gross motor skills room/tot gym, washrooms, kitchen, drop-off entrance, pick-up area, Early Childhood Wing ~~workcopy/mail~~ room, basement storage and playground. The District agrees that the designated office space currently assigned to the Licensee, identified as Director's Office, shall remain in its current location and size for the duration of this Agreement. This space shall not be relocated, repurposed, or reduced in size without the prior written consent of the Licensee.; provided that District shall use its best efforts to ensure that Licensee will have approximately the same access to facilities as the District's Early Learning Center The Licensee shall have access to both the gymnasium and the gross motor skills room/tot gym once per classroom per school day. While the standard access time is 30 minutes per space, this time may be reduced to no less than 20 minutes per space if necessary to accommodate scheduling needs. The District shall make reasonable efforts to ensure Licensee's access is consistent and predictable throughout the school year. The Licensee will be responsible for paying ¼ of replacement costs of toddler gym supplies and playground supplies (which shall not be construed to include capital improvements to playground), to be approved by both parties prior to purchase. Licensee will provide its own equipment for use in the gymnasium.

- b. District shall act as the fiscal agent for all Services provided by Licensee under this Agreement as set forth in Paragraph 4(a) above and **Exhibit A**. District shall issue all billing for these Services, as well as collect and process any and all registration fees, tuition payments and refunds for these Services according to procedures and policies agreed to by both Parties. Registration will be processed by the District and the lottery for the Licensee's core programs, Extended Day classes and Camp programming will be conducted not more than three (3) days prior to the District's real-time registration. Licensee shall conduct registration for all programs in accordance with Licensee's policies and procedures and will notify District of such dates. The Licensee shall have the ability to open registration for the next school year at any time during the months of January or February each year, independent of the District's seasonal registration schedule. The District shall continue to process registration and tuition payments in accordance with the terms of this Agreement.
- c. The District shall publish the registration and lottery dates for Licensee's Services (excluding extended day offerings) in the District's seasonal brochures.
- d. The Licensee shall determine its own policies for core programming, extended day, and summer camp programs. The District shall not authorize any payment refunds for the Licensee's Services without the express prior written consent (via the District's "Drop Form") of the Licensee's Financial Treasurer of the Board of Directors or its Director. Upon completion of the lottery for admission to the Licensee's programs, the District shall furnish solely to the Licensee a class list and a wait list comprised of the names of all program applicants who were not selected for admission. Licensee shall prepare materials to be sent to all applicants regarding their registration status, to be mailed by District.
- e. The Licensee shall conduct its own lottery and submit all completed core preschool, extended day preschool and camp registration forms to the District no later than three (3) days after the Licensee lottery has been completed. Licensee shall maintain information on waiting list status of programs.
- f. Licensee may conduct fundraising as may be allowed by applicable law, including at the Center, provided that Licensee obtains any State, or local permits as may be required and obtains prior written approval from the District's Executive Director for any such use of the Center or other District property, which approval shall not be unreasonably withheld. The Licensee will be charged for any custodial, maintenance, facility supervision costs associated with fundraisers. An estimate of the hourly maintenance/custodial/facility supervision hourly rate will be provided to GJK upon booking of the facility.

10. Advertising. The District shall provide two pages in the seasonal programming guides to advertise Licensee's Services, except Extended Day offerings. The District will also provide a link on the District's website to Licensee's website. Licensee may promote its Services and related activities as it sees fit, including but not limited to in the Takiff Center registration lobby (on bulletin board or slot in brochure display rack) and the Licensee's portion of the early childhood wing at the sole expense of the Licensee. All advertising and marketing material designed and distributed by the Licensee that includes the Park District name or Facility Name must first receive approval by the District, which approval shall be provided in a timely manner and not unreasonably withheld.

Licensee will provide District with courtesy copies of all promotional materials at the time of distribution. The District will notify the Licensee prior to the District's use of any photos of children receiving Licensee's Services for marketing purposes to verify parental release. Licensee shall furnish written notice to the District of any changes to its policies, schedules, fees, and deadlines pertaining to refunds within a reasonable time prior to the District's brochure copy submittal deadlines. The District shall furnish to Licensee an updated schedule of these deadlines, including, without limitation, District registration and pre-registration dates.

- 11. Extended Day Programming.** Licensee will provide the Extended Day options as described in Exhibit A. Extended Day programming provided by the Licensee will continue to be advertised by the Licensee directly to Licensee's registrants for its Services. Although registration for Extended Day programming will be processed by the District, Licensee will collect such registrations no more than three (3) days prior to District's real-time resident registration dates. Licensee will provide a full-refund for extended day programming to participants, up to three (3) days after the start of the District's real-time resident registration dates, should the participant prefer to attend a District program. Registration in such District classes shall be confirmed by the District prior to a refund being issued. District will provide a full-refund for extended day programming to participants, up to three (3) days after real-time resident registration is conducted, should the participant prefer to attend a Licensee program. Registration in such Licensee class shall be confirmed by the Licensee prior to a refund being issued. Licensee shall submit annually Extended Day Course Descriptions (including class description, day and time) for the upcoming school year to the District's Executive Director by May 1 of each year for approval, not to be unreasonably withheld.
- 12.** The licensee will be solely responsible for inclusion services to comply with any applicable requirements of the Americans with Disabilities Act.
- 13. Staff Parking.** Licensee staff will be required to park in the same location as the District staff, which may include moving to offsite parking locations as requested.
- 14. Licensee shall be solely responsible for compensating its personnel.** Licensee shall be responsible for paying any expenses it incurs in the provision of the Services except as otherwise provided herein. Licensee will not be covered under Social Security, federal or state income tax withholding, or any payroll withholding program of the District. The hiring or use of qualified Licensee Personnel to provide the services shall be the sole responsibility of the Licensee, as shall the discipline and discharge of such Contractor Personnel. However, notwithstanding any provision in this Agreement to the contrary, Licensee shall, prior to the commencement of the Services, at the Licensee expense, a criminal conviction and registered sex offender background investigation of each such person who will provide Services. Licensee shall not knowingly employ or otherwise use in the provision of the Services any person whom Section 8-23 of the Park District Code, 70 ILCS 1205/8-23, prohibits the District from employing. The employment or use by the Licensee of an individual to perform the Services shall constitute the Licensee representation to the District that such individual has passed a criminal background check in accordance with the requirement of this paragraph. Licensee shall be solely responsible for compensating the Licensee Personnel. Licensee shall be responsible for paying any expenses it incurs in the provision of the Services, except as otherwise provided herein.
- 15. Notices.** Any notices which are required to be given or which may be given under this Agreement

shall be sent certified mail return receipt requested to the Parties at their respective addresses set forth under their respective signatures below (or such other address as either of the Parties may hereinafter designate to the other Party in writing) or by hand delivery evidenced by receipt.

16. Non-Assignment. This Agreement may not be assigned by Licensee.

17. Force Majeure. If either Party is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement by reason of fire, flood, storm, strike, lockout or other labor trouble, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority, riot, war, rebellion or other causes beyond the reasonable control of such Party, or other acts of God, then upon written notice to the other Party, the affected provisions and/or other requirements of this Agreement shall be suspended during the period of such disability and such party shall have no liability to the other in connection therewith. Each Party shall make all reasonable efforts to remove such disability within thirty (30) days of giving notice of such disability.

18. Annual Audit. The Licensee shall provide yearly to the District a copy of Licensee Annual Audit, certificate of status as an Illinois not-for-profit corporation, and 501(c)(3) certificate.

19. Miscellaneous.

- a. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether oral or written, of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties, and dated after the date hereof.
- b. Where the context admits in this Agreement, words in the masculine gender shall include the feminine gender, words in the singular number shall include the plural number, and the word Licensee or any pronoun representing it shall include all officers, directors, owners, employees, agents or any other person acting on or purporting to act on behalf of Licensee.
- c. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
- d. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.
- e. This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Illinois. Any legal action commenced with respect to this Agreement shall be commenced and prosecuted only in a court of proper jurisdiction in Cook County, Illinois.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

GLENCOE PARK DISTRICT

GLENCOE JUNIOR KINDERGARTEN
AND NURSERY SCHOOL

By:

Carol Spain~~Lisa Brooks~~, President
Board of Park Commissioners

By:

Vanessa Davids~~Stacey Teufel~~, Co-
President
Glencoe Junior Kindergarten and
Nursery School

By:

Stefanie Boron, Vice President
Board of Park Commissioners

By:

Val Klutznick~~January Stramaglia~~, Co-
President
Glencoe Junior Kindergarten and
Nursery School

Attested:

By:

Lisa Sheppard, Secretary
Board of Park Commissioners

EXHIBIT A

SERVICES

A. Services.

Licensee shall offer the following services.

Program	GJK School Year	GJK Camp
18 - 30 months	Playtime Partners Min/Max: 6/12 children/caregivers per section	Pioneers Min/Max: 9/12 per section
2 years	Two Day Twos Min/Max: 6/15 per section Three Day Twos Min/Max: 6/15 per section Lunch Bunch	Buccaneers/Tiny Adventurers Min/Max: 8/16 per section
3 years	Threes Min/Max: 12/16 per section	Explorers Min/Max: 8/16 per section
3 years	Extended Day Option 5 Individual Day Offerings Min/Max: 7/10 per individual offering	
4 years	Fours Min/Max: 14/18 per section	Voyagers/Pirates Min/Max: 10/20 per section Captains Min/Max: 10/20 per section
4 years	Extended Day Option 5 Individual Day <u>or Multiple Day</u> Offerings Min/Max: 7/10 per individual offering	

Licensee has sole discretion to change the minimum and maximum enrollment for any of its class offerings and/or class age ranges and to determine whether or not a class will be offered. Licensee shall have discretion to change class names with District's approval, which shall not be unreasonably withheld. Licensee's class size shall comply with DCFS regulations.

EXHIBIT B

INSURANCE REQUIREMENTS

Licensee shall obtain insurance of the types and in the amounts listed below.

A. Commercial General Liability Insurance

Licensee shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

B. Workers Compensation Insurance

Licensee shall maintain workers compensation and employers liability insurance. The employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

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

C. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Licensee shall furnish 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 District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

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

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

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

Licensee shall provide certified copies of all insurance policies required above within 10 days of Districts' 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 District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the 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

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

XII. Discussion on Change in Policy for Overnight Stays

Glencoe Park District
April 2025 Committee of the Whole Meeting

MEMORANDUM

TO: Board of Commissioners
CC:
FROM: Lisa Sheppard, Executive Director
SUBJECT: Update Policy
DATE: March 20, 2025

Staff is recommending a change to the reimbursement of travel, meal, and lodging policy located in the Financial Policies and Procedures Manual. We have noticed that the GSA rate for lodging often does not line up with the negotiated rate for the conference hotel room block, resulting in the need to bring it to the Board every time, even if it is a relatively low variance from GSA rate.

Below (highlighted in yellow) is the recommended addition to the current policy that pertains to lodging expenses. The entire policy (previously approved by the Board) is attached.

Excerpt from Reimbursement of Travel, Meal and Lodging Policy:

Lodging expenses shall be incurred at an approved conference hotel block rate or shall not exceed the then-current per-diem daily lodging rate set by the U.S. General Services Administration (GSA). Submission of receipts is required for all lodging expenses. (full policy attached)

REIMBURSEMENT OF TRAVEL, MEAL AND LODGING POLICY

- 1.0 Purpose.** The Board of Commissioners of the District will reimburse employee and officer travel, meal, and lodging expenses incurred in connection with pre-approved travel, meal, and lodging expenses incurred on behalf of the District. Employees and officers are expected to exercise the same care in incurring expenses for official business as a prudent person would in spending personal funds.
- 2.0 Definitions.** "Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.
- "Travel" means any expenditure directly incident to official travel by employees and officers of the District or by wards or charges of the District involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.
- 3.0 Authorized Types of Official Business.** Travel, meal, and lodging expenses shall be reimbursed for employees and officers of the District only for purposes of official business conducted on behalf of the District, which includes, but is not limited, to off-site or out-of-town meetings related to official business and pre-approved seminars, conferences, and other educational events related to the employee's or officer's official duties. If you are unsure whether an expense is reimbursable, please contact the Executive Director.
- 4.0 Categories of Expenses.**
- 1. Airfare:** Travelers are expected to obtain the lowest available airfare that reasonably meets business travel needs. Travelers are encouraged to book flights at least thirty (30) days in advance to avoid premium airfare pricing. Only coach or economy tickets will be paid or reimbursed. The traveler will pay for the difference between higher priced tickets and coach or economy tickets with their personal funds. The District will also reimburse baggage fees up to one (1) bag each way, if not already included in the airfare. Submission of receipts is required for all airfare expenses.
 - 2. Personal Automobiles:** Mileage reimbursement will be based on mileage from the work location office to the off-site location of the official business, not from the employee's or officer's residence. When attending a training event or other off-site official business directly from an employee's or officer's residence, no reimbursement will be made if the distance is less than the mileage of a normal commute to the workplace. If the distance is higher than the employee's or officer's normal commute, reimbursement will be paid

based on the differential of the commute less the mileage of a normal commute to the workplace. An employee or officer will be reimbursed at the prevailing IRS mileage rate. The traveler will only be reimbursed up to the price of a coach airfare ticket if they drive to a location for which airfare would have been less expensive.

3. **Automobile Rentals:** Travelers will be reimbursed for the cost of renting an automobile including gasoline expense only as provided in this section. Travelers using rental cars to conduct official business are required to purchase insurance through the rental agency. Car rental insurance will cover the vehicle during personal use, e.g., using the vehicle after the conference has ended. Compact or mid-size cars are required for two or fewer employees or officers traveling together and a full-size vehicle may be used for three or more travelers. The traveler must refuel the vehicle before returning it to the rental company. Submission of receipts is required for all car rental expenses.
4. **Public Transportation:** In the case of local training or official business where an employee or officer chooses to use public transportation, reimbursement for use of public transportation is based on mileage from the agency office to the training site (not from the traveler's residence), regardless of the transportation method chosen. When attending training or business directly from an employee's or officer's residence, no reimbursement will be made if the distance is less than the mileage of a normal commute to the workplace. If the distance is higher than the traveler's normal commute, reimbursement will be paid at the differential of the commute less the mileage of a normal commute to the workplace.
5. **Other Transportation:** The traveler should utilize hotel shuttle service or other shuttle services, if available. If none are offered, the use of the most economic transportation is encouraged. Submission of receipts is required for any other transportation expenses.
6. **Hotel/Motel Accommodations:** The traveler will be reimbursed for a standard single-room at locations convenient to the business activity. Hotel/motel accommodations are to be reserved in advance and secured at a moderate or conference rate. Reimbursement for lodging shall be limited to the number of nights required to conduct the assigned District business. If a conference, for example, opens on a Sunday evening and closes Thursday noon, reimbursement for Sunday through Wednesday night would be allowed. In the event of a change in plans or a cancellation, the traveler must cancel the hotel/motel reservation so as not to incur cancellation charges. Cancellation charges will not be reimbursed by the District unless approved by a vote of the Board of Commissioners. Lodging expenses **shall be incurred at an approved conference hotel block rate** or shall not exceed the then current per-diem rate set by the U.S. General Services Administration (GSA). Submission of receipts is required for all lodging expenses.

7. **Meals:** Meal reimbursement is limited to the current GSA regulations in place at the time the expense is occurred. Prior approval by the Board of Commissioners and submission of receipts are required for per diem allowances that exceed the then current per-diem rate established by the GSA. Meals provided by the conference or seminar should be deducted from the per diem allowance. Partial reimbursement may be made for departure and return days based on GSA regulations. Meals during in-state travel that is not an overnight stay will be reimbursed for actual cost not to exceed the GSA regulations.
8. **Vacation in Conjunction with Business Travel:** In cases where vacation time is added to a business trip, any cost variance in airfare, car rental, lodging and/or any other expenses must be clearly identified on the Travel, Meal, and Lodging Expense Report form and paid by the traveler.
9. **Accompanied Travel (Personal Travel/Travel Companions):** A family member or friend may accompany employees and elected officials on business travel, at their expense, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees and elected officials are also permitted to combine personal travel with business travel, as long as time away from work is approved and vacation or personal time is used (employees only). Additional or incremental expenses arising from such non-business travel are the responsibility of the employee or the elected official. Where air travel is used, the employee must provide a comparison of the cost of travel for the entire trip versus the cost of travel for only the business purpose of the trip. For example, and not in limitation of the foregoing, if the business purposes for a trip extend from Wednesday to Friday, but the personal component of the trip extends to Sunday, the employee or officer must provide a comparison of the airfare for both Wednesday to Friday and Wednesday to Sunday for price comparison purposes.
10. **Parking:** Parking fees at a hotel/motel will be reimbursed only with a receipt.

5.0 **Approval of Expenses.**

- 5.1 **Expenses for Members of the Board of Commissioners:** Travel, meal, and lodging expenses incurred by any member of the Board of Commissioners must be approved by roll call vote at an open meeting of the governing board or corporate authorities of the local public agency.
- 5.2 **Expenses for Officials or Employees Other than Members of the Board of Commissioners:** Travel, meal, and lodging expenses incurred by any official or employee not covered by paragraph 1 (member of the Board of Commissioners) in excess of the then-current per diem rate established by the GSA (\$286 per day as of September 2016, excluding airfare which would be \$350 round trip coach fair) must be previously approved in an open meeting by a majority roll-call vote of the Board of Commissioners.

5.3 Advanced Expenses: Travel, meal, and lodging expenses advanced as a per diem to any employee or official of the District other than members of the Board of Commissioners must be approved by the Executive Director or their designee prior to payment. Documentation of expenses must be provided in accordance with Section 4.0 of this policy. In addition, the Board of Commissioners ratification and approval of the monthly payables through roll call vote shall serve as further confirmation that said travel, meal and lodging expense reimbursements and expenditures fall within the maximum amounts allowed.

5.4 Other Expenses: All other expenses that do not fall within section 4.0 are subject to the Executive Director's approval.

6.0 Documentation of Expenses. Before an expense for travel, meals, or lodging may be approved under Section 5.0 of this Policy, the following minimum documentation must first be submitted, in writing, to the Executive Director on the Request to Attend Overnight Conference/Workshop Form:

- (1) an estimate of the cost of travel, meals, or lodging if expenses have not been incurred or a receipt of the cost of the travel, meals, or lodging if the expenses have already been incurred;
- (2) the name of the individual who received or is requesting the travel, meal, or lodging expense;
- (3) the job title or office of the individual who received or is requesting the travel, meal, or lodging expense; and
- (4) the date or dates and nature of the official business for which the travel, meal, or lodging expense was or will be expended.

All documents and information submitted under this Section are public records subject to disclosure under the Freedom of Information Act.

7.0 Request to Attend Overnight Conference/Workshop Form. The District hereby adopts as its official standardized form for the submission of travel, meal, and lodging expenses the Request to Attend Overnight Conference/Workshop Form.

8.0 Maximum Allowable Reimbursement. Travel expenses shall not exceed \$3,000 in the aggregate for in-state and \$5,000 for out-of-state.

No reimbursement shall be paid to elected officials, employees, or officers for any Entertainment expense. "Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.