

NOTICE OF POLICY COMMITTEE MEETING

Wednesday, February 23, 2022

5:00 pm

Park District of Highland Park
Board of Park Commissioners
636 Ridge Road, Highland Park, IL 60035

POLICY COMMITTEE MEETING AGENDA

Pursuant to Section 7(e) of the Open Meetings Act, the President of the Board of Park Commissioners has made a finding that it is not practical or prudent to hold in person Meetings because of the COVID-19 public health emergency. Neither the elected officials nor the public will be allowed to attend Regular or Committee Meetings in person but will participate virtually by the means described below.

Members of the public may view a live stream of the Meeting by clicking the Wednesday, February 23 Policy Committee Meeting Video link found at <https://www.pdhp.org/government/board-of-park-commissioners-meetings/>

I. CALL TO ORDER

II. ROLL CALL

III. ADDITIONS TO THE AGENDA

IV. PUBLIC COMMENT FOR ITEMS ON AGENDA

For public comment, members of the public can attend the virtual meeting so they may have the opportunity to speak during the public comment period.

If you wish to speak during the virtual meeting you will need to register at the link below.

https://us02web.zoom.us/webinar/register/WN_PirkMlf1TqQQDzG2jYbl6Q

Registrants will receive an email with meeting access information from it@pdhp.org.

Anyone wishing to speak during the public comment period of the virtual meeting will need to use the "Raise Hand" function in Zoom to indicate that they would like to speak. The Board President or Board Secretary will call on registrants who have activated the "Raise Hand" feature in alphabetical order.

V. RENEWAL OF THE IGA WITH DISTRICT 113 FOR MAINTENANCE AND USE OF PARK AND SCHOOL PROPERTY

VI. IAPD PARK BOARD SELF-EVALUATION PROGRAM

VII. COVID-19 EMERGENCY OPERATIONS PLANNING UPDATE

VIII. OTHER BUSINESS

IX. OPEN TO THE PUBLIC TO ADDRESS THE BOARD

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X. CLOSED SESSION PURSUANT TO THE FOLLOWING SECTIONS OF THE OPEN MEETINGS

ACT: Section 2(c)1: The employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body; Section 2(c)5 – the purchase or lease of real estate including discussion on whether a certain parcel of property should be acquired; Section 2(c)6 – the setting of a price for sale or lease of property owned by the District; Section 2(c)8 – security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property; Section 2(c) 11 – litigation against or on behalf of the District or where the District finds that an action is probable or imminent; Section 2(c) 21 – the discussion of minutes lawfully closed under the Act, whether for the purposes of approval of said minutes or for conducting the semi-annual review of the minutes as set forth in section 2.06 of the Act.; Section 2(c) 29 - for discussions between internal or external auditors and the Board. Possible action by the Board on items discussed in closed session.

XI. ADJOURNMENT

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the Park District's ADA Compliance Officer, Brian Romes, at the Park District's Administrative Office, 636 Ridge Road, Highland Park, IL Monday through Friday from 8:30 a.m. until 5:00 p.m. at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. Telephone number 847-831-3810; fax number 847-831-0818.



Memorandum

To: Policy Committee

From: Chris Maliszewski, Assistant Director of Recreation and Facilities; Mitch Carr, Director of Recreation and Facilities; Brian Romes, Executive Director

Date: February 23, 2022

Subject: **Renewal of the IGA with District 113 for Maintenance and Use of Park and School Property**

Summary

The current intergovernmental agreement between District 113 and the Park District for maintenance and use of certain park and school property is expiring in March 2022. Staff have been meeting with District 113 Administration to discuss updated terms. Staff will provide an overview to the Policy Committee.

INTERGOVERNMENTAL AGREEMENT
FOR USE OF CERTAIN
PARK AND SCHOOL PROPERTY

THIS AGREEMENT is made as of this _____ day of _____, (the “**Effective Date**”) 2022, by and between the Board of Park Commissioners of the Park District of Highland Park, Lake County, Illinois, a unit of local government (“**Park District**”) and the Board of Education of Township High School District No. 113, Lake County, Illinois, a body politic and corporate (“**School District**”). Park District and School District are hereinafter sometimes individually referred to as a “Party” and jointly referred to as the “Parties”.

Recitals

WHEREAS, the School District owns and operates Highland Park High School and as well as certain other real property used by Highland Park High School (the “**High School Facilities**”), which serve the residents of Highland Park, Illinois; and

WHEREAS, the Park District owns and operates various facilities in the City of Highland Park, which serve the residents of Highland Park (the “**Park District Facilities**”); and

WHEREAS, the Parties believe that the sharing of the facilities identified on Exhibits A and B, as well as certain other real property, is in the best interests of the Parties and the residents of Highland Park; and

WHEREAS, the Parties are authorized by Article 7, Section 10 of the Illinois Constitution, and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) to enter into agreements for the mutual benefit of the Parties; and

WHEREAS, the Parties desire to enter into this Agreement to allow for the sharing of certain facilities and properties on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth below.

1. **Term.** This Agreement shall commence on _____ and shall terminate on _____, unless extended as provided herein. Unless a Party provides written notice of its intent to terminate this Agreement at least one year prior to the date of termination, this Agreement shall renew for an additional five year term.

2. **License Granted.** The Parties grant to each other a non-exclusive limited license to use the parking areas that currently exist or that are installed in the future on either Party's property, for parking purposes relating to Park District or School District purposes, as the case may be. Notwithstanding the above, however, each Party shall obtain the prior consent of Property owner prior to any use of such parking areas to avoid conflicts.

3. **Use of Highland Park High School Facilities.** The Park District may use the Highland Park High School Facilities identified on Exhibit A on a first priority basis and at no charge during the days and times provided on Exhibit A. If no specific days and times are set forth on Exhibit A for a particular facility, the Park District shall contact the School District to schedule their use of such facility.

4. **Use of Park District Facilities.** The School District may use the Park District Facilities identified on Exhibit B on a first priority basis and at no charge during the days and times provided on Exhibit B. If no specific days and times are set forth on Exhibit B for a particular facility, the School District shall contact the Park District to schedule their use of such facility.

5. **Supervision and Maintenance.** Each Party shall be responsible for providing adequate and appropriate supervision for their respective use of the other Party's property. Neither Party shall be responsible for supervising the activities, programs, or use of the other Party. Each Party shall be responsible for routine custodial, security, maintenance, and supplies for its own facilities and properties. For purposes of this Paragraph, "appropriate supervision" shall mean supervisors that are at least 19 years old.

6. **Damage to Property.** Each Party shall pay the cost of repair for any damages beyond normal wear and tear which occur in connection with its use of the other Party's property and or facilities.

7. **Advertising.** The Parties agree to assist each other in advertising the other Party's programs offered at the facilities provided under this Agreement, to the extent permitted by law and applicable policies.

8. **Storage.** Both Parties will endeavor to provide reasonable storage space for equipment that may be utilized in the programs offered at the facilities. Notwithstanding the above, however, neither Party shall be responsible for the other Party's equipment stored on its site; it being agreed that any storage of equipment shall be done at the storing Party's sole risk.

9. **Indemnification.**

a. *Park District Indemnification.* The Park District shall defend, indemnify

and hold harmless the School District, its individual board members, officers, employees, volunteers and agents (collectively, the “**School District Indemnities**”) against any and all liabilities, obligations, claims, demands, damages, causes of action, costs, fees, and expenses whatsoever, including, but not limited to, reasonable attorney’s fees, that arise out of, relate to, or are connected in any way with the Park District’s use of any School District property or any breach of this Agreement by the Park District.

b. *School District’s Indemnification.* The School District shall defend, indemnify and hold harmless the Park District, its individual commissioners, officers, employees, volunteers, and agents (collectively, the “**Park District Indemnities**”) against any and all liabilities, obligations, claims, demands, damages, causes of action, costs, fees, and expenses whatsoever, including but not limited to, reasonable attorney’s fees, that arise out of, relate to, or are connected in any way with the School District’s use of Park District property or any breach of this Agreement by the School District

10. **Insurance.** The School District and Park District, each at their own expense, will maintain at all times while this Agreement is in effect, the following insurance: (a) commercial general liability insurance, on an occurrence basis, in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate with sexual abuse and molestation coverage included; (b) excess or umbrella insurance coverage on an occurrence basis in the amount of at least \$5,000,000 per occurrence and in the aggregate, and such insurance shall follow the form of the underlying policies; (c) automobile liability insurance with a limit of not less than \$1,000,000 each accident, and such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos); (d) workers’ compensation insurance in the statutorily required amounts; and (e) employer’s liability insurance of at least \$1,000,000 each employee for bodily injury by accident and bodily injury by disease. With the exception of the workers’ compensation insurance, the School District and Park District shall name the other Party’s indemnitees identified in Paragraph 9 as additional insureds on all insurance required hereunder on a primary and noncontributory basis. Each Party shall provide the other with a certificate of insurance, evidencing the insurance required hereunder within seven days of the Effective Date and annually thereafter. To the fullest extent permitted by the applicable insurance policy, each Party waives any and all rights of subrogation it or any of its insurers may have against the other Party’s indemnitees. To the extent that the Park District or the School District are self-insured or utilize a risk pool, such party may satisfy the insurance requirements herein through self-insurance or participation in a risk pool so long as the self-insurance program or risk pool provides protections substantially similar to the insurance policies otherwise required hereunder.

11. **Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or

entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

12. **Entire Agreement.** 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.

13. **Compliance with Laws.** In utilizing the areas and performing their obligations under this Agreement, the School District and Park District shall each comply with all applicable laws, rules, ordinances and regulations.

14. **Notice.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the day of deposit with a nationally recognized overnight delivery service, with confirmation of delivery, as follows:

If to Park District:

Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035

If to School District:

Township High School District No. 113
1040 Park Avenue West
Highland Park, IL 60035

With copies to:

Hodges, Loizzi, Eisenhammer,
Rodick & Kohn LLP
3030 Salt Creek Lane, Suite 202
Arlington Heights, IL 60005
Attn: James S. Levi

15. **Amendment.** No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the Parties.

16. **Waiver.** The failure of either Party to demand strict performance of this Agreement on any one occasion shall not prohibit such Party from demanding strict performance hereof on any future occasion.

17. **Authority to Execute.** Each signatory hereto represents and warrants that he/she has the proper corporate authority to execute this Agreement and bind his/her respective entity to the terms and conditions hereof.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

19. **Incorporation of Recitals.** The recitals set forth above are incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF Park District and School District have each caused this Agreement to be executed by duly authorized officers thereof as of the date and year first above written.

**BOARD OF PARK COMMISSIONERS
OF THE PARK DISTRICT OF HIGHLAND PARK,
LAKE COUNTY, ILLINOIS, a unit of local
government**

**BOARD OF EDUCATION OF TOWNSHIP HIGH
SCHOOL DISTRICT NO. 113, LAKE COUNTY,
ILLINOIS, a body politic and corporate**

By: _____
Its: President

By: _____
Its: President

Attest:

Attest:

By: _____
Its: Secretary

By: _____
Its: Secretary

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EXHIBIT A

WOLTERS FIELD CAMPUS

Wolters Field Turf and Outdoor Track (Football, Track, Lacrosse, Soccer, Field Hockey)

- August through May - after HPHS games or practices conclude, Saturday's after 3:00pm. Sundays 10:00am-4:00pm (Lights may not be used)
- June through August - Monday through Friday 11:00am-2:00pm for summer camp, as requested/approved for nights/weekends (Lights may not be used)
- Upon request/approval year round for special events

Wolters Varsity and JV Baseball Fields

- April through August - after HPHS games or practices conclude, Saturday's after 3:00pm. Sundays 10:00am-dusk
- Upon request/approval year round for special events in September and October

Wolters Varsity and JV Softball Fields (For softball use only)

- April through August - after HPHS games or practices conclude, Saturday's after 3:00pm. Sundays 10:00am-dusk
- Upon request/approval year round for special events in September and October
- June through August - JV softball field can be used by summer camp.

Wolters Back Soccer and Football Fields

- August through May - after HPHS games or practices conclude, Saturday's after 3:00pm. Sundays 10:00am-dusk
- June through August - Monday through Friday 9:00am-3:00pm for summer camp, and as requested/approved for nights/weekends
- Upon request/approval year round for special events.

HPHS CAMPUS

Vine Ave Field and St. John Field

- Upon request/approval year round for special events

Giant Gym

- November through March - Monday-Saturday after HPHS games or practices conclude. Sundays 10:00am-4:00pm when available
- Upon request/approval year round for special events

Intramural Gym

- Upon request/approval year round

Exhibition Gym

- Year round - Monday-Saturday after HPHS games or practices conclude.
Sundays 10:00am-4:00pm when available

Indoor Track

- Upon request/approval year round

HPHS Auditorium

- Upon request/approval year round

HPHS Tennis Courts

- Year round Saturdays and Sundays when available
- June and June - weekdays upon request/approval

HPHS Pool

- Sundays in May for winter lifeguard training (4-6 hours)
- Saturdays in May after Water Polo games/practices upon request/approval
- Upon request/approval year round for special events

EXHIBIT B

Highland Park Golf Learning Center

- Each program (boys and girls) will get a maximum of 1 day per week to use the grass.
- Teams may not take up more than 4 grass stalls during a practice session even if the range is not crowded.
- JV and varsity teams have unlimited use of the mats at the range and Hole 13 when it is available.
- Coaches must communicate in advance so the Park District is aware when HPHS teams plan to practice at the driving range.

Sunset Valley Golf Club

- Unlimited use of the Youth Golf Development Center and putting green.
- The golf course will be available to the boys and girls teams for three days of tryouts in early August.
- The boys and girls teams will have access to host all home matches Monday-Thursday. Friday will only be utilized if it is better for the golf course or in the event of a rainout.
- The high school will communicate the dates of all home matches with the golf course by June 1st. HPHS will host at Sunset Valley on approximately 12 dates each Fall. Tee times will be consecutive when hosting an event.
- If the golf course allows for HPHS to host an invite, all teams will pay to participate.
- On practice days, the high school will be given a maximum of 6-7 tee times after school, but it's possible the tee times may not be consecutive.

Outdoor Park District Tennis Courts (Fink or Cunniff)

- August-October - Monday-Friday 3:00-7:00pm. Saturdays upon request/approval
- March-May - Monday-Friday 3:00-7:00pm. Saturdays upon request/approval

Indoor Park District Tennis Courts (Deer Creek)

- August-October - Upon request/approval for special events.
- Late February/May - 3 dates to run tennis tryouts if necessary. Upon request/approval for special events.

Fink Park

- Use of Fink Park for our Boys and Girls Cross Country course. August-November

Rec Center

- Upon request/approval year round for special events.

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Memorandum

To: Policy Committee

From: Brian Romes, Executive Director

Date: February 23, 2022

Subject: **IAPD Park Board Self-Evaluation Program**

Summary

At the July 15, 2021 Policy Committee Meeting, staff and board discussed the potential of conducting a Park Board Self-Evaluation with the Illinois Association of Park Districts (IAPD). This program evaluates the quality and effectiveness of our agency and Park Board governance. Discussions regarding the Board Self-Evaluation were postponed due to the Pandemic since this program is most effectively completed in person and Meetings have been conducted virtually. Staff will review the Self-Evaluation Program in effort to determine next steps.



Memorandum

To: Policy Committee

From: Brian Romes, Executive Director

Date: February 23, 2022

Subject: **COVID-19 Emergency Operations Planning Update**

Summary

Executive Director Romes will provide an update regarding the Park District's emergency operational plans and response efforts due to the SARS-CoV-2 (Corona) Virus related to the Governors ruling to lift the indoor mask mandate, the Park District's Employee Vaccine and Testing Policy, and resuming in-person public meetings.