

**INTERGOVERNMENTAL AGREEMENT BETWEEN NAPERVILLE PARK
DISTRICT AND INDIAN PRAIRIE COMMUNITY UNIT SCHOOL DISTRICT 204
FOR USE OF PORTIONS OF FRONTIER PARK FOR NEUQUA VALLEY
HIGH SCHOOL GIRL'S SOFTBALL PROGRAM**

AGREEMENT, between the Board of Park Commissioners of the Naperville Park District, an Illinois unit of local government (the "Park District") and the Board of Education of Indian Prairie Community Unit School District No. 204, an Illinois public school district (the "School District").

WHEREAS, the Park District owns and has developed the property commonly known as "Frontier Park," and the Park District presently operates Frontier Park for park and recreational purposes; and,

WHEREAS, the School District owns property adjoining Frontier Park and has constructed and operates Neuqua Valley High School ("Neuqua") on said property (the "Neuqua Property"); and

WHEREAS, the School District desires to enter into an agreement with the Park District in order to provide adequate facilities for its girl's softball program at the High School, for the benefit of the student athletes involved in the program; and,

WHEREAS, the Park District desires to allow the School District to utilize portions of Frontier Park for the School District's girl's softball program in accordance with the terms and conditions of this Agreement; and,

WHEREAS, the School District and the Park District have a well-established history of shared use of facilities, which both parties desire to continue relative to the Frontier Park property; and,

WHEREAS, the parties are authorized to enter into this Intergovernmental Agreement pursuant to Article 7, Section 10 of the Illinois Constitution, the Intergovernmental Cooperation Act, the Park District Code governing the powers of the Park District and the School District Code governing the powers of the School District.

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

Section One—Incorporation of Preambles: The Preambles set forth above are hereby incorporated by this reference into the Agreement as though they were restated in their entirety in this paragraph one.

Section Two—School District Authorized Use: The School District shall be permitted to use those portions of Frontier Park designated on the attached Exhibit 1(the "Fields") for the sole purpose of conducting Neuqua girls' softball practices and games sponsored by the School District. During the period from March 1 through June 1 of each year that this agreement is in effect, the School District shall have exclusive use of the Fields; provided, however, that if the IHSA Girls' Softball tournament extends beyond June 1 and Neuqua has not been eliminated, then the School District shall have the non-exclusive priority right to use the Fields for games and practices until 6:00 p.m. The District's non-exclusive priority right to use the Fields past June 1 shall continue until the tournament's end or Neuqua's elimination, whichever first occurs. The foregoing notwithstanding, it is possible the IHSA may invite Neuqua to host tournament games in which Neuqua is not playing. In that event, Neuqua will inquire with the Park District as to the Fields' availability. The Park District, in its sole discretion, may grant access to the Fields for said purpose. The School District shall also have non-exclusive priority use of the Fields for IHSA sanctioned summer softball leagues until 6:00 p.m.; provided , however, that the School District's use of the Fields for summer softball leagues shall be subject to the Park District's prior review and approval, which approval shall not be unreasonably withheld. On or before January 1 of each year that this agreement is in effect, the Executive Director and the Superintendent, or their respective designees, shall meet and prepare a mutually acceptable schedule for the forthcoming year. This schedule will also include a schedule for irrigation of the Fields, as described below. The School District recognizes that, except as set forth on the agreed upon schedule, all Park District-approved activities shall have priority in the use of the Fields. The School District shall not use the Fields at any time or for any purposes other than those set forth herein without the prior written consent of the Park District.

Section Three—Construction and Use of Amenities: As consideration for the use of the Fields authorized in Section 2 above, the School District shall design and construct, at its sole cost and expense, the amenities identified in Exhibit 2 attached hereto (the "Amenities"). The School District shall abide by all laws governing Park District and School District competitive bidding in connection with the design and construction of the Amenities. The School District shall obtain, and shall require all contractors and subcontractors to obtain, commercial general liability, professional liability (if applicable), auto, workers compensation, employer's liability and umbrella coverage in forms and amounts as may be reasonably required by the Park District for the duration of any construction, maintenance, repair, replacement or other work related in any way to the Fields. The School District, all contractors and all subcontractors shall provide the Park District with appropriate certificates of insurance demonstrating that the coverages required hereunder are in effect, which certificates shall name the Park District, its officers, employees, agents and assigns as additional insureds, and shall not be cancelable except upon 30 days prior written notice to the Park District. During the periods of its exclusive and priority use of the Fields, the School District shall have the use of all Amenities. At any time that the School

District is not using the Fields, the Park District shall have nonexclusive priority use of all Amenities, including but not limited to scoreboard, dugouts, and scoreboard, for Park District-approved events. The School District will provide plans for painting the Amenities, which shall be approved in advance by the Park District and shall incorporate the Park District's logo in a size, location and colors acceptable to both parties

Section Four—Term: This Agreement shall commence upon the date set forth below and shall terminate on December 31, 2013, unless earlier terminated under the terms and conditions set forth herein.

Section Five—Compliance with Laws: The School District agrees to abide by all rules and regulations governing Frontier Park, including but not limited to, the Park District's general use ordinance(Ord.133), the covenants, terms and conditions of the Park District's annexation agreement with the City of Naperville (receipt of which is hereby acknowledged by the School District), all applicable federal, state and local laws, regulations, ordinances, rules, and orders. The School District shall not use Frontier Park for any unlawful purpose, or in any way which would constitute a nuisance. The School District shall not damage Frontier Park in any way, and shall not obligate the Park District in any way, except as specifically authorized in this Agreement.

Section Six—Indemnification: The Park District shall indemnify and hold harmless the School District, including its Board members in either their official or individual capacity, and its officers, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with any wrongful or negligent act or omission of the Park District, including its officers, officials, employees, agents and volunteers (collectively "the Park District"), except to the extent it is caused in part by a party indemnified hereunder.

The School District shall indemnify and hold harmless the Park District, including its Board members in either their official or individual capacity, and its officers, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with any wrongful or negligent act or omission of the School District, including its officers, officials,

employees, agents, students and volunteers (collectively "the School District"), except to the extent it is caused in part by a party indemnified hereunder.

Section Seven—Insurance: In furtherance and not in limitation of each parties' obligation under this agreement, in the event that either party purchases insurance from an insurance company, that party shall keep in force at all times during the term of this agreement Commercial General and Auto Liability Insurance specifically including bodily injury, personal injury and property damage with limits of not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming the other party to this agreement, its public officials, employees, volunteers and agents as additional insured.

In the event that any party is self-insured, member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, that party shall keep in force at all times during the term of this agreement, General and Auto Liability coverage specifically including bodily injury, personal injury and property damage limits of not less than \$3,000,000 per occurrence provided on an occurrence basis and at all times specifically extending that coverage to the other party to this agreement, its public officials, employees, volunteers, and agents.

In addition, each party shall furnish certificates of the insurance and/or coverage in place as required herein and including a 90 day notice of cancellation or reduction in limits. The policy and/or coverage shall also contain a "contractual liability" clause.

The insurance company, self-insurance pool or similar entity of the party administering any claim, cause of action and the like, shall be allowed to raise on behalf of the other party any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS §10/1-101, et seq (1991).

Section Eight—Equipment: Each party shall be responsible for acquiring and maintaining their own softball equipment. The School District will be allowed to store its softball equipment in the storage building constructed on the Fields by the School District for that purpose.

Section Nine—Inspection: In each year that this Agreement is in force, the parties shall conduct four annual joint inspections of the Fields and the Amenities. At least one inspection shall occur before the start of the School District's annual usage, one during the School District's annual usage, one immediately following the conclusion of the School District's annual usage and one after the School District's summer league non-priority use. The exact inspection dates shall be scheduled jointly on or before January 1 of each year that this agreement is in effect. During the first pre-season inspection the parties shall identify any potential problems relating to site conditions, equipment, maintenance, repair and replacement problems, field conditions and the condition of all Amenities (including, but not limited to, garbage cans, bleachers, score boards, etc.). The Park District shall promptly repair, replace or take such other action as is acceptable to the School District to bring the Fields, the Amenities or any related equipment or improvements into a condition reasonably acceptable to the School District within 30 days following the inspection. During the mid-season and post-season inspections the parties shall identify any potential problems relating to site conditions, equipment, maintenance, repair and replacement problems, field conditions and the condition of all Amenities (including, but not limited to, garbage cans, bleachers, scoreboards, etc.). The School District shall promptly repair, replace or take such other action as is acceptable to the Park District to bring the Fields, the Amenities or any related equipment or improvements into a condition acceptable to the Park District, within 30 days following the inspection. At the conclusion of the School District summer league non-priority use, the final inspection of the year shall be made and the parties shall identify any potential problems relating to site conditions, equipment, maintenance, repair and replacement problems, field conditions and the condition of all Amenities (including, but not limited to, garbage cans, bleachers, scoreboards, etc.). The School District shall share in the cost to repair, replace or take such other action as is mutually acceptable to bring the Fields, the Amenities or any related equipment or improvements into a mutually acceptable condition within 30 days following the inspection. The School District's cost sharing shall be in direct proportion to its percentage use of the Fields, Amenities and related equipment during this period of shared, non-priority use to the Park District's and general public's use thereof; provided, however, that if the need for such repairs is the sole fault or negligence of one party, that party shall bear full cost. The obligations of each District to maintain, repair and replace the facilities hereunder shall continue for the duration of this Agreement and any authorized renewals thereof. In the event that the party responsible to perform the work within the appropriate 30-day period fails to do so, then the other party may perform such work and invoice the other.

Section Ten-- Rescheduling: In the event it is necessary for the Park District to modify the schedules established under Section 2 of this Agreement due to unforeseen circumstances, or due to short-term routine maintenance and repairs, the Park District shall notify the School District as soon as possible and attempt to resolve any scheduling conflicts.

Section Eleven-Restoration: At the close of each season, the School District shall leave the Fields and the Amenities in substantially the same condition as at the beginning of the season, ordinary wear and tear excepted. The failure of the School District to comply with this paragraph shall permit the Park District to undertake corrective action and bill the School District for the costs of such action, which reasonable bills shall be paid within thirty (30) days after receipt, to the extent the cost is not covered by the casualty insurance required under Section Seven above.

Section Twelve-- Maintenance: The School District shall maintain the Fields and the area adjacent to the Fields to agreed standards, which are attached hereto as Exhibit 3, during its period of scheduled use from March 1 through June 1 each year. These standards include a mowing schedule on a seven (7) to ten (10) day routine cycle. The fertilization and weed control activities on the site will be performed by Park District and School District staff at agreed-to times. The School District shall not apply fertilizer or undertake weed control activities on the site unless it has provided seven (7) days prior written notice to the Park District. Upon receipt of such notice, the Park District shall, within the seven (7) days, either approve the proposed applications and activities or reject them. Failure of the Park District to formally approve or reject the treatment within the seven-day period shall be deemed an implicit approval. If the Park District timely rejects the application or activities, the parties shall meet to resolve any disagreements over the timing of the application or the materials used. While the Fields are not irrigated, the Park District standard is to fertilize twice per year. Once irrigation of the Fields commences, fertilization will occur as needed and agreed to by both parties. All other routine maintenance required during the School District's scheduled use from March 1 through June 1 will be completed by the School District.

Section Thirteen-Conduct: The School District shall conduct its use of the Fields in such a manner as to minimize disturbances to the surrounding neighborhoods including, but not limited to, removal of litter after the event, adherence to parking requirements and restrictions, and Park closing time or schedule, whichever is later. The School District acknowledges that the Park District has installed a commercial lightning prediction system at Frontier Park. The School District agrees to suspend, or cause to be suspended, all events and activities at the Fields immediately upon activation of the lightning prediction system's warning signal. As part of its on-going responsibility to maintain the condition of the Fields, the Park District must periodically restrict access to the Fields. The Park District will give the School District no less than 24 hours

telephone notice to the Neuqua High School Athletic Director or his/her designee. The School District agrees to reschedule or relocate any of the events or activities authorized under this agreement upon receipt of notice from the Park District that any of the Fields are unplayable. If, after receipt of such notice, the School District proceeds to utilize any of the Fields, then the School District shall pay to the Park District the sum of \$200 per use per field.

Section Fourteen-No modifications to improvements: The School District shall not modify or construct any structures, apparatus or field materials at the Fields other than the Amenities, without the express, prior written approval of the Park District. The School District shall not publish for bid, award any contract nor commence any construction of the Amenities until the Park District has approved all construction documents, equipment selection plans, bidding documents and specifications therefor.

Section Fifteen – Irrigation: The Park District and the School District will continue to research the ability of the existing pump house to meet the irrigation requirements for the Park District's Frontier Sports Complex, existing Neuqua fields, and the Fields. During this time the School District shall construct the irrigation lines under the Fields, subject to Park District's approval of plans and specifications for same. The School District may, upon approval of the Park District, connect to the irrigation stub that ends south of the roadway and north of Park District's new softball hub. At the annual meeting on or before January 1, of each year that this agreement is in effect, the parties shall establish an annual irrigation schedule for the coming calendar year. Prior to chemically treating the Neuqua Storm water pond or perform any other activities that could be considered "aquatic applications" the School District shall provide to the Park District all chemical labels, MSDS and application ratio. The School District shall not chemically treat the Neuqua storm water pond or perform any other activities to the pond that could be classified as "aquatic applications," unless it has provided seven (7) days prior written notice to the Park District. Upon receipt of such notice, the Park District shall, within the seven (7) days, either approve the proposed chemical treatment or reject it. Failure of the Park District to formally approve or reject the treatment within the seven-day period shall be deemed an implicit approval. If the Park District timely rejects the treatment, the School District shall not treat as proposed, but must select an alternative means of treatment, following the same notice process as set forth above.

In the event the studies of the existing pump house indicate the need for additional pump capacity for the Frontier Park Sports Complex, Neuqua fields and the Fields, the School District and the Park District shall arrange for design and construction of said additional capacity upon such terms and conditions as are mutually acceptable to the Parties, and the additional capacity shall be provided for the benefit of both parties.

Section Sixteen-Supervision: The School District shall provide adequate adult supervision at all times for its activities on the Fields. The School District is solely responsible for determining if any Park District-owned property is safe and/or suitable for any intended or contemplated use by School District. For the safety of the public, patrons, and students, the School District will inspect all facilities immediately prior to and subsequent to each use.

Section Seventeen-Set-up costs: The School District shall perform at its sole cost and expense all supervision, mowing, facility preparation, such as field striping, surface and equipment set up, and any extraordinary costs associated with its use of the Fields during its usage term. Each Party shall pay utility costs associated with its use of the Fields. The Parties shall cooperate in establishing separate utility metering and other appropriate measures to insure allocation of utility costs in accordance with this section.

Section Eighteen—Termination: Any failure on the part of the School District to fulfill its obligations hereunder shall be deemed a breach of this Agreement and shall give the Park District the privilege of canceling this Agreement. However, prior to any such cancellation, the Park District shall give the School District thirty (30) days prior written notice during which the School District may cure such breach, in which event cancellation shall not occur.

In the absence of a breach by the School District, the following termination provisions shall prevail:

A. The Parties to this Agreement understand and agree that it shall extend in perpetuity until either Party effects termination as hereinafter set forth.

B. Neither Party shall have the right to terminate this Agreement with an effective date prior to December 31, 2013. Either Party has the right to terminate this Agreement effective on or after December 31, 2013 under the following terms and conditions:

1. Notification - The Party desiring to terminate this Agreement shall serve the other Party with a written notice ("Termination Notice") at least two (2) years prior to the effective date of termination. The Termination Notice shall be served upon the Secretary of the Board of the public agency in question and shall set forth the effective date of, and reasons for, termination. Following such notification, the Parties shall use every reasonable effort to resolve the causes stated in the Termination Notice.

2. Termination by the School District - In the event the School District issues the Termination Notice, then the School District shall forfeit all of the construction costs paid by the School District for the Amenities.

3. Termination by the Park District - In the event the Park District issues the Termination Notice, then the Park District shall pay to the School District the depreciated value of the Amenities. The depreciated value of the Amenities shall be determined through use of a 20-year straight-line depreciation method dated from the date of completion.

Such payments shall be paid by the Park District to the School District in four (4) annual installments, with the first payment due on the effective date of termination and each subsequent payment due on or before each such succeeding anniversary date of said effective date of termination until the entire sum has been paid in full. All sums remaining from time to time unpaid shall accrue interest at the rate of six (6%) per cent per annum, which interest shall commence on the effective date of termination and continue until all outstanding principal and interest is paid in full; provided, however, that there shall be no prepayment penalty. The aforesaid annual installments shall include and be first applied to interest being payable in lawful money of the United States of America at the School District's administrative offices or such other place as the School District may from time to time in writing appoint.

Section Nineteen—Legal Title: No legal title or leasehold interest in Frontier Park or any improvements thereon shall be deemed or construed to have been created or vested in the School District by anything contained in this Agreement.

Section Twenty—No other Relationship: Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the Park District and the School District. Except as otherwise expressly provided in this Agreement, no party shall become bound, with respect to third parties, by any representation, act or omission of the other party. Nothing contained in this Agreement shall be construed as creating an employment relationship between the Park District and the School District. The School District shall have exclusive control of its time (subject to the terms of this Agreement) and shall be responsible for the direct supervision of all of its employees, agents, volunteers, program participants and subcontractors, if any. The School District agrees to remove any employee, agent, volunteer, program participant or subcontractor from the Fields if, in the discretion of the School District or Park District, an individual engages in inappropriate or unlawful conduct. The School District shall provide all workers' compensation and unemployment insurance, social security and other related benefits for its employees, if any, as required by law.

Section Twenty-One--Sponsorship: The Park District may in its sole discretion enter into sponsorship agreements affecting the Fields. There shall be no visible manifestation of sponsorship on the Amenities or any building or other improvement constructed by the School District without mutual agreement of the Parties.

Section Twenty-Two—Representations and Warranties: Neither party makes any representations or warranties, except as specifically set forth in this Agreement.

Section Twenty-Three—Non Assignment: Neither party may assign any rights or duties under this Agreement without the prior written consent of the other party.

Section Twenty-Four—Time is of the Essence: Time is of the essence of this Agreement.

Section Twenty-Five—Time for Performance: Whenever under the terms and provisions of this Agreement the time for performance falls on a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

Section Twenty-Six—Counterparts: This Agreement may be executed in Counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.

Section Twenty-Seven—Governing Law, Interpretation, Venue: This Agreement and all questions of interpretation, construction and enforcement thereof, and all controversies hereunder, shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. Venue for all purposes hereunder shall be the Eighteenth Judicial Circuit, Wheaton, DuPage County, Illinois.

Section Twenty-Eight—Captions: The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the contents, but are not part of the context.

Section Twenty-Nine—Severability: In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be effected thereby, but each such term and provision shall be valid and shall remain in full force in effect.

Section Thirty—Entire Agreement: This Agreement and the Exhibits attached hereto, and made a part hereof, or required hereby, embody the entire Agreement between the parties hereto with respect to this transaction and

supersedes any and all prior agreements and understandings, written or oral, formal or informal. No extensions, changes, modifications or amendments to or of this Agreement of any kind whatsoever, shall be made or claimed by the parties, and no notices of any extension, change, modification or amendment made or claimed by the parties shall have any force or effect whatsoever unless the same shall be in writing and signed by the duly authorized representatives.

Section Thirty-One—No Waiver: The failure of either party to this Agreement to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

Section Thirty-Two—Binding on successors and assigns: This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

Section Thirty-Three—Notice: Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid (or sent by recognized overnight carrier service with instructions and payment for delivery on the next business day), or by facsimile transmission during regular business hours, to the parties as set forth below:

If to the School District: Superintendent
 Indian Prairie Community Unit
 School District No. 204
 Post Office Box 3990
 Naperville, Illinois 60137

With a copy to: Mr. Stuart L. Whitt
 Whitt Law
 105 East Galena Boulevard, 8th Floor
 Aurora, Illinois 60505

If to Park District: Executive Director
 Naperville Park District
 320 W. Jackson Avenue
 Naperville, Illinois 60540

With a copy to: Mr. Steven B. Adams
 Brooks, Adams and Tarulis
 101 North Washington Street
 Naperville, Illinois 60540

Either party hereto may change the names and addresses of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manor as all other notices are required to be delivered hereunder.

Section Thirty-Four—Effective Date: This Agreement shall be deemed dated and become effective on the date the last of the parties execute the Agreement as set forth below.

BOARD OF EDUCATION, INDIAN
PRAIRIE COMMUNITY UNIT
SCHOOL DISTRICT
DUPAGE AND WILL COUNTIES, ILLINOIS

NAPERVILLE PARK DISTRICT,
DUPAGE AND WILL COUNTIES,
ILLINOIS

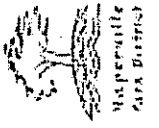
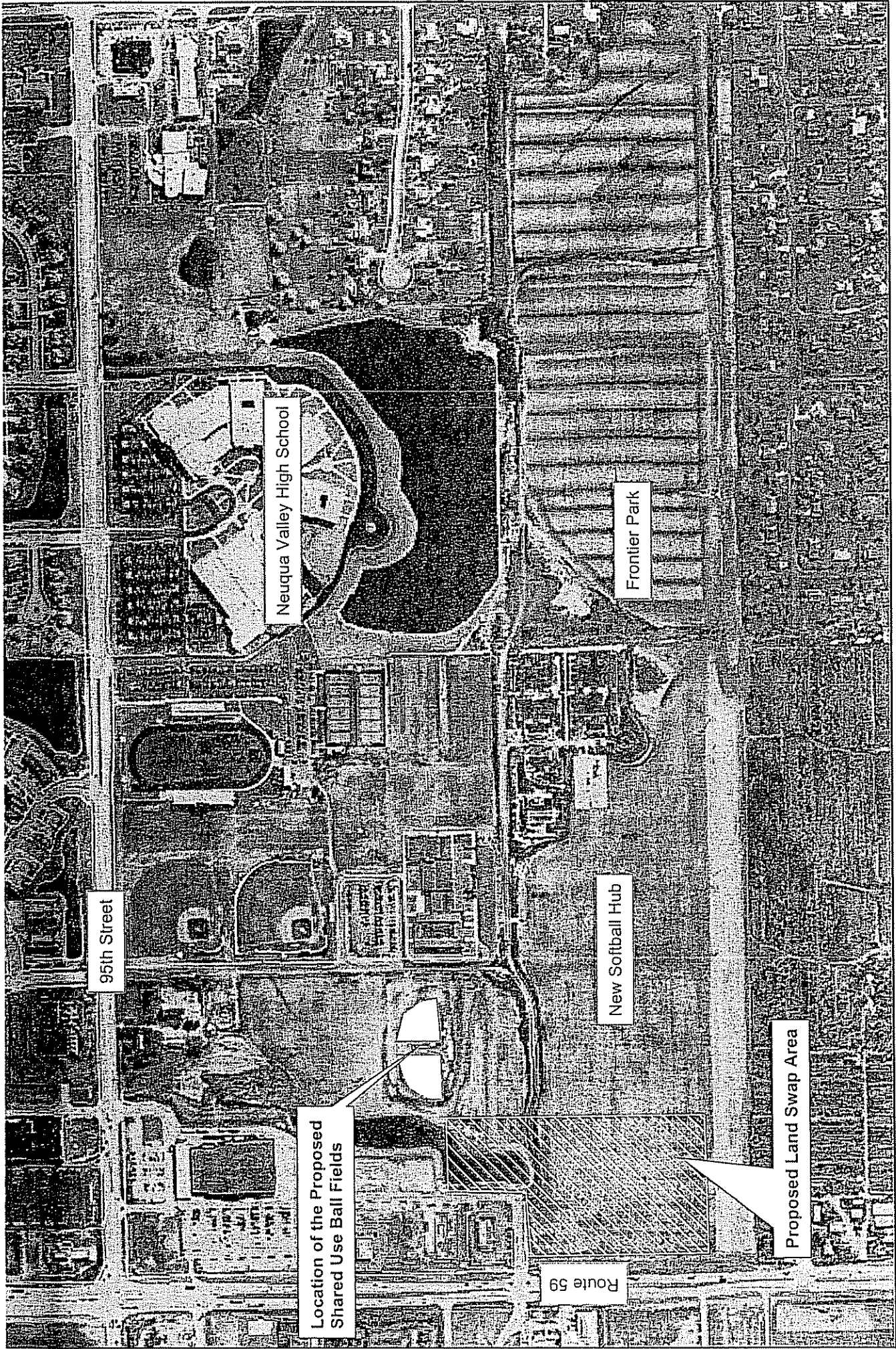
By: Kathleen H. Beldue By: Pamela B. Swafford
President President

Attest Jim Goetz Attest By: Mary Lou Wehrli

Dated: April 26, 2004 Dated: April 22, 2004

EXHIBIT NO. 1

[Legal Description or other detailed depiction of The Fields]



Shared Use of Two Fields At Frontier Park with School District

Naperville Park District
Planning and Development Department
Date: October 30, 2003

EXHIBIT NO. 2
[List of Items Constructed by School District]

Scoreboard

Four Dugouts

Storage Building/Press Box

Outfield Fencing

Irrigation System

Electricity

2 Bleacher Pads

EXHIBIT 3
MAINTENANCE STANDARDS

**Naperville Park District
PARK MAINTENANCE CLASSIFICATION**

The Park Maintenance Management Classification System (copy attached) is utilized as a guideline for the Park staff in prioritizing daily, weekly, and monthly maintenance schedules and serves as a means of identifying the levels and intensity of maintenance required by types of existing development in the park system.

All park work is divided into six maintenance management Modes: I, II, III, IV, V, and VI. Park sites classified under Mode I management receive the highest levels of maintenance. Mode VI represents park properties, which receive the lowest levels of maintenance. Zoned management of park sites results in cases where a park may have all six levels of maintenance performed. However, it is categorized by the predominant management level.

Mode I – State of the art maintenance is provided in these areas. Mode I locations are the hallmark areas of the park system. These areas are easily seen and frequently viewed by the public. This classification includes sites, which are highly developed and receive intensive use.

Mode II – Receives a high level of maintenance associated with well-developed park areas with reasonably high visitation. Mode II parks have athletic facilities and/or scheduled programs. These areas are distinguished by frequent cultural practices to maintain or enhance turf coverage due to excessive wear and tear.

Mode III – Receives moderate levels of maintenance, considerably less than Mode II and Mode I areas. Mode III areas are normally designed and managed for neighborhood recreational use and do require less intense turf maintenance.

Mode IV – Moderately low levels of maintenance required usually associated with low park development, low visitation, undeveloped, or remote park sites. Mode IV parks receive the least amount of maintenance and are frequently utilized as natural areas. Newly acquired park properties may fall within this classification for an interim period.

Mode V – These are park areas, which have been designated as preservation areas for either specific characteristics or specific maintenance cycles, intended to favor specific plant species.

Mode VI – These are special use areas that require specific and various levels of maintenance, often unique only to a specific sport or use. Golf courses and skateboard parks are examples of this type of area. Another example is athletic fields, which are maintained to higher standards due to special user needs.

MODE II

The following characteristics distinguish the Mode II maintenance management level:

- 1.0 Turf Care** – Grass cut once every five to ten working days. Aeration as needed. Reseeding or sodding when bare spots are present. Weed control practices when weeds present a visible problem or when weeds represent 5 percent of the turf surface, normally requires an annual spray program in the spring or fall. Some pre-emergent products may be used at this level.
 - 1.1 Turf Care Weed Removal** – Remove 95% of visible weeds.
 - 1.2 Turf Care Fertilizer** – Adequate fertilizer level to ensure that all plant materials are healthy and growing vigorously, normally two applications in the spring and fall. Amounts depend on specie, soils, and rainfall. Distribution should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentage should follow local recommendations from the County Extension Service. Trees, shrubs, and flowers should receive fertilizer levels to ensure sustenance.
 - 1.3 Turf Care Irrigation** – Manual or automatic irrigation. Automatic irrigation system is required for long-term efficiency. Some manual systems could be considered adequate under plentiful rainfall circumstances and adequate staffing. Frequency of use follows rainfall, temperature, seasonal length, and demands of plant materials.
- 2. Litter Control** – Scheduled two to five days per week. Off-site movement of trash dependent on size of containers and use by the public. High use may dictate once per day cleaning or more.
- 3. Tree and Shrub Care** – Scheduled at least once per season, unless species planted dictate more frequent attention. Sculptured hedges or high growth species may dictate a more frequent pruning than most trees and shrubs in natural growth style plantings.
- 4. Disease and Insect Control** – Usually done when disease or insects are causing noticeable damage, reducing vigor of plant materials. Some preventive measures may be utilized such as systemic chemical treatments. Cultural prevention of disease problems can reduce time spent in this category. Minor problems may be tolerated at this level.
- 5. Winter Operations** – Snow removed by noon the day following snowfall. Gravel or snow melt products may be used to reduce ice accumulation.
- 6. Lighting** – Replacements or repair of fixtures will be done when observed or reported as not working.
- 7. Surfaces** – Should be cleaned, repaired, repainted, or replaced when appearance has noticeably deteriorated.
- 8. Repairs** – Repairs will be scheduled to be done as soon as possible, depending on availability of replacement parts and technicians to accomplish the job.

9. **Inspections** – Inspection by staff at least once a day during growing season.
10. **Floral Plantings** – Some floral plantings present. Normally no more complex than two rotations of bloom per year. Care cycle takes place at least once per week, except watering, which may be more frequent. Health and vigor dictate cycle of fertilization and disease control. Beds kept weed free.
11. **Restrooms** – When present, will be maintained at least once per day as long as they are open to public use. High use may dictate two services or more per day. Servicing period should ensure an adequate supply of paper and that restrooms are clean and free from noxious odors.
12. **Park Equipment** – Is maintained and repaired by our Fleet Division. Regular preventive maintenance of the vehicles and equipment is scheduled.
13. **Special Features** – Should be maintained for safety, function, and high quality appearance as per established design.
14. **Special Usage** – Various parks may include special usage such as Frisbee Golf or Ribfest. Parks with natural areas or special plantings may also have special usage areas.

Sportsfield Support and Management

In order to provide facilities, which enable achievement of the objectives of informal, self-directed, or organized play, the Naperville Park District provides baseball, soccer, and football facilities that meet the following criteria:

- Design of the field will provide for games played according to official rules.
- Baseball – infield will have a turf or skinned infield surface, and have a permanently mounted home plate. Fencing will include a backstop, wing fences, and 6 feet line fencing extending 10 feet past first and third bases. A permanent or temporary seating for a minimum of 70 spectators will be available as well as a minimum of two permanent or temporary player benches provided.

Note: Excludes coach/pitch and t-ball, except for back stop, which can be temporary.

Service Level Guidelines

Baseball fields, coaches' boxes, and screen runways will be edged and graded, baseball mix and screening will be added to these areas if needed. All fields will be checked for home plate, pitching rubber, and base anchors, and replaced if needed.

Broadleaf control for turf and fence lines will be applied as needed. Facility elements such as fencing, spectator seating, player benches, lighting systems, etc. will be inspected weekly and maintained in good repair. All fields will be litter-picked weekly and maintained in good repair. All fields will be litter-picked weekly; turf care such as mowing will be done weekly. Every effort will be taken to keep grass at the length each league/program requests. After initial effort, most all activity will be done on an as-needed basis.

Many sport fields are programmed for usage by leagues. Their extensive use of the fields creates wear and tear over and above our normal service level. Listed below are the maintenance efforts that may be charged to leagues or programs.

- Fertilization at the rate of 1 pound of N/1000 square feet, annually. Aerification will be performed in coordination with the fertilization (soccer and football both spring and fall).
- Over-seeding at ½ the establishment rate in early spring or fall (baseball) full rate for soccer and football.
- During league play the following will also be charged:
 1. Facility elements such as fencing, spectator seating, player benches, etc. will be inspected daily and maintained.
 2. All fields will be litter-picked daily or as needed.
 3. Filling and grading of holes on the mound, home plate, and skinned areas will be done daily.
 4. All other efforts and materials needed to keep fields safe and functional that are created by program and league use will also be the responsibility of that program and league.
 5. Post season maintenance and repairs created by usage will also be program or league responsibility.

School District Support – Little League – NBA – NYFL and Others

Activity includes labor and material charged to District 204/District 203 over and above the current contractual agreement.

Service Level Guidelines – See contracts.