



**REGULAR BOARD MEETING  
BRESNAN MEETING CENTER  
706 Kenwood Road, Champaign, Illinois  
Wednesday, August 8, 2018  
7:00 p.m.**

**A. CALL TO ORDER**

**B. COMMENTS FROM THE PUBLIC**

**C. COMMUNICATIONS**

**D. TREASURER'S REPORT**

1. Consideration of Acceptance of the Treasurer's Report for the Month of July 2018

**E. EXECUTIVE DIRECTOR'S REPORT**

1. Volunteer of the Month
2. Project Team Updates
3. General Announcements

**F. COMMITTEE AND LIAISON REPORTS**

1. Champaign Parks Foundation

**G. REPORT OF OFFICERS**

1. Attorney's Report
2. President's Report

**H. CONSENT AGENDA**

All items appearing below are considered routine by the Board and shall be enacted by one motion. If discussion is desired, that item shall be removed and discussed separately.

1. Approval of Minutes of the Regular Board Meeting, July 11, 2018
2. Approval of Minutes of Executive Session, July 11, 2011

**I. NEW BUSINESS**

1. Approval of Disbursements as of July 11, 2018  
Staff recommends approval of the list of disbursements for the period beginning July 11, 2018 and ending August 7, 2018. **(ROLL CALL VOTE REQUIRED)**
2. Approval of an Agreement with Newberry's Leaders for Life Martial Arts  
Staff recommends approval of an agreement between the Park District and Newberry's Leaders for Life Martial Arts to teach martial arts to participants registered through the Champaign-Urbana Special Recreation program commencing September 1, 2018 and ending August 31, 2020.

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3. Approval of Bid to Purchase Henry Michael Park Playground Equipment  
Staff recommends accepting the bid from Play Illinois, LLC for a total of \$37,378.00 and authorizing the Executive Director to enter into the contract.
4. Approval of the Purchase of three (3) Vehicles through the Illinois State Joint Purchasing Program  
Staff recommends the waiver of the Park District's formal bidding process and approval of the purchase through the Joint Purchasing Program of three (3) Ford F-150 trucks for the Operations Department from Morrow Brothers Ford in the amount of \$73,045.
5. Approval of Ordinance No. 633: Declaring Personal Property as Surplus  
Staff recommends that the Board adopt Ordinance No. 633, an ordinance providing for the disposal of personal property owned by the Champaign Park District of Champaign County, which will allow for the disposal of three (3) 2006 F-150 trucks and one (1) 2008 International CF500 with Wayne trash compactor body.

**J. OLD BUSINESS**

**K. DISCUSSION ITEMS**

1. Vegetation Ordinance

**L. COMMENTS FROM COMMISSIONERS**

**M. EXECUTIVE SESSION**

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Park 120/2(c))(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired; (c)(6) the setting of a price for sale or lease of property owned by the public body; and (c)(11) to address litigation.

**N. RETURN TO REGULAR MEETING**

**O. ADJOURN**

**CHAMPAIGN PARK DISTRICT  
MINUTES OF THE REGULAR BOARD MEETING  
BOARD OF PARK COMMISSIONERS**

**July 11, 2018**

The Champaign Park District Board of Commissioners held a Regular Board on Wednesday, July 11, 2018 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President Hays presided over the meeting.

Present: President Craig W. Hays, Vice President Timothy P. McMahon, Commissioners Barbara J. Kuhl, Jane L. Solon, and Kevin J. Miller, Treasurer Donna Lawson and Attorney Guy Hall.

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Dan Olson, Director of Operations, Tammy Hoggatt, Director HR, IT and Risk Management, Andrew Weiss, Director of Planning, and Steven Bentz, Virginia Theatre Director.

Cara Finnegan, representative of the League of Women Voters of Champaign County was in attendance.

**Call to Order**

President Hays called the meeting to order at 7:00 p.m.

**Communications**

President Hays circulated the communications.

**Treasurer's Report**

Treasurer Lawson reviewed the Treasurer's Report for the month of June 2018 and reported it to be in appropriate order.

Commissioner Solon made a motion to accept the Treasurer's Report for the month of June 2018. The motion was seconded by Vice President McMahon. The motion passed 5-0.

**Executive Director's Report**

Volunteer of the Month

None.

Project Updates

Mr. DeLuce distributed a list of project updates to the Board. He asked the Board to review the document and let him know if they had any questions regarding the projects.

General Announcements

Mr. DeLuce distributed facility evaluation forms to the Board for those that would like to participate in evaluating Park District facilities. Mr. Olson is lead on this project and evaluations are due by August 31, 2018.

**Committee and Liaison Reports**

Champaign Parks Foundation

Commissioner Miller reported that the Foundation Board is in the early stage of planning its January fundraiser, Ties and Tennies event. He also reported that there are three (3) open seats on the Foundation Board if anyone is aware of individuals interested in serving on the Board.

## Report of Officers

### Attorney's Report

None.

### President's Report

None.

## Consent Agenda

President Hays stated that all items on the Consent Agenda are considered routine and shall be acted upon by one motion. If discussion is desired regarding any item, that item shall be removed and discussed separately.

1. Approval of Minutes of the Regular Board Meeting, June 13, 2018
2. Approval of Minute of the Executive Session, June 13, 2018
3. Approval of Minutes of the Special Board Meeting, June 27, 2018
4. Approval of Minutes of the Executive Session, June 27, 2018

Commissioner Kuhl made a motion to approve the Consent Agenda Items. The motion was seconded by Commissioner Miller. The motion passed 5-0.

## New Business

### Approval of Disbursements as of June 13, 2018

Staff recommends approval of the list of disbursements for the period beginning June 13, 2018 and ending July 10, 2018. Discussion ensued regarding the video made for the Martens Center. Mr. DeLuce responded regarding payments to the videographer. A copy of the video for the Martens Center is available on the Park District's website and will be sent to the Commissioners. Further discussion ensued regarding payments to Parkland College and The Cage for recreation. Commissioner Solon commented that it appeared that the Park District is contracting out more and more recreation programs but she does not see any reduction in recreation employees or payroll in that department. Mr. DeLuce stated that the programs with The Cage are newer and the programs with Parkland College have been going on for several years.

Commissioner Solon stated that although the purchase of trucks will be tabled, it would be useful in connection with future purchases to use the assigned trucks numbers since the trucks are referred to by their numbers in the budget. She also stated that it would be helpful to know how much has been spent on the vehicles the last couple of years for maintenance and how many miles they have. She opined that just because a vehicle is on a replacement schedule does not necessarily mean that the vehicle has to be replaced if it is still in good working condition. Mr. DeLuce agreed with Commissioner Solon's comments. He also stated that he would like to include the mechanics report.

Commissioner Kuhl made a motion to approve the list of disbursements for the period beginning June 13, 2018 and ending July 10, 2018. The motion was seconded by Commissioner Miller. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes, Vice President McMahon – yes; President Hays – yes; and Commissioner Kuhl – yes.

### Approval of Statement of Sponsorship with the East Central Illinois Master Naturalist Program

Mr. Olson presented the report. He reported that staff recommends continuing the Statement of Sponsorship by the Park District with the East Central Illinois Master Naturalist Program for a three year commitment at an annual contribution of \$1,000.00. Discussion ensued about volunteers efforts.

Commissioner Solon made a motion to approve continuing the Statement of Sponsorship by the Park District with the East Central Illinois Master Naturalist Program effective May 1, 2018 through April 30, 2021 with an annual contribution of \$1,000.00. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of Bid for Concrete Path and Basketball Court at Henry Michael Park

Mr. Weiss presented the report. Mr. Weiss reported that staff recommends accepting the base bid from Stark Excavating for a total \$22,758.00 and authorize the Executive Director to enter into the contract; rejecting Add Alternate 1 to ensure there are adequate funds in the overall project budget for playground equipment; and rejecting both Deduct Alternates as 6" depth concrete is preferred for longevity of the concrete. Discussion ensued about the contractors that did not submit the alternates. Mr. Weiss indicated that the contractors did not acknowledge receipt of the alternate and that staff will make adjustments in the future.

Commissioner Kuhl made a motion to approve the base bid from Stark Excavating for a total of \$22,758.00 and authorize the Executive Director to enter into the contractor; rejecting Add Alternate 1 to ensure there are adequate funds in the overall project budget for playground equipment; and rejecting both Deduct Alternates as 6" depth concrete is preferred for longevity of the concrete. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of the Springer Cultural Center Elevator Refurbishment

Mr. Olson presented the report. He reported that there was only one bidder. Mr. Olson stated that staff recommends accepting the responsible bid from Thyssenkrupp Elevator Company, in the amount of \$77,607 and authorize the Executive Director to enter into a contract for this work. Discussion ensued about life of the elevator after the refurbishment.

Commissioner Solon made a motion to accept the responsible bid from Thyssenkrupp Elevator Company in the amount of \$77,607 and authorize the Executive Director to enter into a contract for this work. The motion was seconded by Commissioner Kuhl. The motion passed 5-0.

Approval of Purchase of Refuse Collection Truck

Mr. Olson presented the report. He reported that staff recommends accepting the lowest responsible bid and authorizing the purchase of one (1) new 2019 Isuzu NRR with Newway DiamondBack Series 8 yard rear load compactor from Rantoul Truck Center in the amount of \$95,905.50. Mr. Olson stated it will take 90 days for delivery of the truck.

Commissioner Solon made a motion to accept the lowest responsible bid and authorize the purchase of one (1) news 2019 Isuzu NRR with Newway DiamondBank Series 8 yard rear load compactor from Rantoul Truck Center in the amount of \$95,905.50. The motion was seconded by Vice President McMahon. The motion was seconded 5-0.

Approval of the Purchase of three (3) Vehicles through the Illinois State Joint Purchasing Program

Commissioner Solon made a motion to table the purchase of three (3) trucks through the Illinois Joint Purchasing Program. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of the Purchase of one (1) Van through the Illinois State Joint Purchasing Program

Mr. Olson presented the report. He reported that staff recommends the waiver of the Park District's formal bidding process and approval of the purchase through the Joint Purchasing Program of one (1) Ford Transit 15 passenger van from Landmark Ford in the amount of \$35,619.

Mr. DeLuce reported that the recreation staff is also requesting that the current 1999 Ford 15 passenger van be retained in the fleet, repurposed to use as a cargo van with some minor adjustments for transporting needs by the Special Events Division. The cargo van would only be replaced with another older van that is up for replacement; staff would not ask for a new van to replace the proposed cargo van.

Commissioner Solon made a motion to waive the Park District's formal bidding process and approve the purchase through the Joint Purchasing Program of one (1) Ford Transit 15 passenger van from Landmark Ford in the amount of \$35,61 as well as approve allowing the repurposing of van #14 for the Special Events Division to utilize as a cargo van with some minor adjustments for transporting needs,

with the understanding that a new van will not be added to the fleet for this use in the future. The motion was seconded by Commissioner Miller. The motion passed 5-0.

#### Approval of Ordinance No. 633: Declaring Personal Property as Surplus

Commissioner Solon made a motion to table Board approving Ordinance No. 633, an ordinance providing for the disposal of personal property owned by the Champaign Park District until a future meeting. The motion was seconded by Commissioner Miller. The motion passed 5-0.

#### Approval of Spalding Park Project Bid

Mr. DeLuce presented the report. He reported that Unit 4 School Board (Unit 4) approved their bids for Spalding Park project Monday night. Mr. DeLuce stated that Unit 4 did not approve the bid for Alternate 1 which was for the lights and pathways. Unit 4 did include Base bid with Petry Kuhne and Alternates 2 and 3. Mr. DeLuce reported that in accordance with the Intergovernmental Agreement between Unit 4 and the Park District, the Park Board is required to approve the construction bids for the improvements to Spalding Park as well. Staff also requested Board approval to rebid the lights and paths for Spalding Park.

Commissioner Kuhl made a motion to approve the construction bids that were approved by the Unit 4 School Board on Monday, July 9, 2018 for the improvements to Spalding Park and direct staff to bid out the lights and paths for Spalding Park through the Park District bidding process. The motion was seconded by Vice President McMahon. The motion passed 5-0.

#### Approval of Redistribution of CUSR Operating Reserves to ADA Reserves

Ms. Wallace presented the report. She reported that staff recommends approval of the redistribution of \$187,300 from the CUSR operating reserve balance as of April 30, 2018 to Urbana Park District ADA funds in the amount of \$45,000 and to Champaign Park District ADA funds in the amount of \$142,300.00. Discussion ensued and Ms. Wallace responded to questions from the Commissioners.

Commissioner Solon made a motion to approve of the redistribution of \$187,300 from the CUSR operating reserve balance as of April 30, 2018 to Urbana Park District ADA funds in the amount of \$45,000 and to Champaign Park District ADA funds in the amount of \$142,300.00. The motion was seconded by Vice President McMahon. The motion passed 5-0.

#### **Old Business**

None.

#### **Discussion Items**

##### FY19 Annual Operating Budget

President Hays discussed questions regarding the budget from Commissioners. He stated that the final budget will be approved at the July 25, 2018 Special Meeting. Discussion ensued regarding responses to questions. President Hays stated that the responses to the questions should not change the budget amounts. He stated that the questions and responses are alerts to the department heads that Commissioners are looking for an explanation of a line item or clarification of why there was an increase or a decrease. Commissioner Kuhl inquired whether the Commissioners would receive a redlined version of the budget. Ms. Wallace stated that she will forward a response to the questions as well as an electronic redline version of the budget. Commissioner Kuhl addressed reviewing the budget for grammatical errors. Ms. Wallace responded.

Further discussion ensued about whether there would be a need to increase the appropriation amount. Ms. Wallace stated that it was possible the legal amount may need to be increased. Ms. Wallace will review and decide whether to increase the legal amount. President Hays stated that the deadline for Commissioners to provide questions to Ms. Wallace is Friday, July 13 by 5 p.m.

### **Comments from Commissioners**

Commissioner Solon reported that she attended the Human Kinetics Block Party. She stated that DJ Fireman Phil does a good job of engaging young people. She also commented that there was a nice turnout.

### **Executive Session**

Commissioner Solon moved as set forth below to convene into Executive Session. The motion was seconded by Vice President McMahon. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes; Vice President McMahon – yes; President Hays – yes; and Commissioner Kuhl. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(6) the setting of a price for sale or lease of property owned by the public body; (11) to address pending litigation; and (21) for the discussion of minutes of meetings lawfully closed under this Act, whether for purpose of approval by body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

### **RETURN TO REGULAR MEETING**

Following the adjournment of the Executive Session, the Board reconvened in open meeting.

### **EXECUTIVE SESSION ACTION ITEM**

#### Approval to Make Available for Public Viewing Executive Session Minutes

Commissioner Solon made a motion to approve making available for public viewing partial minutes from the Executive Session meetings of February 14, 2018 and May 9, 2018. The motion was seconded by Commissioner Miller. The motion passed 5-0.

### **Adjourn**

There being no further business to come before the Board, Vice President McMahon made a motion to adjourn the meeting. The motion was seconded by Commissioner Miller. The motion passed 5-0 and the meeting was adjourned at 8:07 p.m.

Approved

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Craig W. Hays, President

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Cindy Harvey, Secretary



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** July 23, 2018

**SUBJECT:** Agreement with Newberry's Leaders for Life Martial Arts

### Background

Champaign-Urbana Special Recreation (CUSR) has been working with Newberry's Leaders for Life Martial Arts since September of 2012. This has been a popular program amongst program participants. *The goals of this program as listed in the Program Guide are: increase in concentration and balance; improved coordination; gross motor skills, improve overall orientation and body awareness, posture, tone, flexibility, muscle tone as well as knowledge about horses and riding.*

### Prior Board Action

The Board approved a two year agreement with Newberry's Leaders for Life Martial Arts in September 2012, August 2014 and on July 20, 2016.

### Budget Impact

The amount of revenue depends on the number of participants enrolled in each session. There is a minimum of 4 and a maximum of 8 participants per session in this program. This program is contracted out and 60% of program revenue excluding non-resident fees are paid to the contractor for implementing the program.

### Recommended Action

Staff recommends approval of the agreement between Newberry's Leaders for Life Martial Arts and the Park District for a two year period commencing September 1, 2018 and ending August 31, 2020, and authorizing the Executive Director to execute the agreement.

Prepared by:

Reviewed by:

Jameel Jones, CGSP  
Director of Recreation

Joe DeLuce, CPRP  
Executive Director





## SERVICE AGREEMENT

THIS AGREEMENT is made and entered into effective this 1st day of September 201~~86~~, by and between the Champaign Park District, an Illinois municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, and Newberry's Leaders for Life Martial Arts (hereinafter referred to as, "Provider", whose principal address is 2413 Village Green Place, Champaign, Illinois 61822.

WITNESSETH: In consideration of the mutual promises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1 – General Purpose. The purpose of this Agreement between the Park District and Provider is for Provider to render Service to the Park District at the event described hereafter in exchange for payment.

Section 2 – Term. This Agreement shall be from September 1, 201~~86~~ to August 31, 20~~2018~~.

Section 3 – Provider Service. Provider shall provide services to the Park District as an independent contractor to provide trained and qualified instructor(s) to teach Martial Arts to participants registered through the Champaign – Urbana Special Recreation program, as part of the Champaign Park District as follows:

- A. Place of Service: Newberry's Leaders for Life Academy
- B. Nature of Service: Provider will provide services to the Park district as an independent contractor to provide trained and qualified instructor(s) to teach Martial Arts to participants registered through the Champaign – Urbana Special Recreation program, as part of the Champaign Park District.
- C. Date of Service: September 1, 201~~86~~ to August 31, 20~~2018~~
- D. Time for Service: Provider shall offer classes at the times both parties find suitable and have the availability of space at Newberry's in the Fall, Winter/Spring and Summer.

Section 4 – Tax Identification Number. Provider's taxpayer identification number shall be provided to Park District, and any payment due shall be withheld until it is provided. For tax form compliance purposes, Provider shall provide Park District with his/her/its current address at the time of this Agreement and subsequent to the Service to which this Agreement relates.

Section 5 – Service Fee. As consideration for the services rendered by Provider pursuant to this Agreement, Park District agrees to pay Provider 60% of paid enrollment minus the direct costs involved with staffing and site supervision (\$10.00 per hour times number of staff needed) through a purchase order approved at the monthly Board of Commissioners meetings on the second Wednesday of the month. The Park District will undertake no withholdings for taxes, social security benefits or any other obligations of any kind or character whatsoever, as the relationship between the parties is one of independent contractor. Provider shall be responsible for all withholdings and reporting of wages and income to the federal and state authorities. Provider acknowledges and agrees that he is not entitled to any benefits or protections afforded employees of Park District. Provider shall not hold himself out as an employee of Park District to members of the public, and further acknowledges that he will be responsible for paying any unemployment insurance and workers compensation insurance on behalf of himself and any of his employees. Provider shall be solely responsible for any employees' or agents' actions in performing the work or services to be provided pursuant to the terms of this Agreement. Provider will provide Park District with a Federal Employer Identification Number (FEIN) and social security number for any individual receiving payment. Provider acknowledges that he shall be solely responsible for the acts or omissions of his employees or agents in performing

the work or services pursuant to this Agreement. Park District shall issue a form 1099 to Provider reflecting compensation pursuant to the terms of this Agreement.

Section 6 – Provider shall:

- A. Provide trained and qualified instructor(s) for each class session.
- B. Provide participants with Martial Arts specifically Taekwondo certification at the level earned.
- C. Provide information to participants on how to purchase uniforms and apply for belt tests.
- D. Inform the CUSR Youth and Teen Coordinator by telephone when class(es) have been rescheduled or canceled, the Coordinator will then contact the class members.
- E. Provide brochure copy describing upcoming classes offered by the Park District's deadline.
- F. At all times deal with customers and patrons of the Park District in a professional and courteous manner.
- G. Exercise appropriate good judgment in dealing with Park District safety matters, including, without limitation, adherence to Occupational Safety and Health Administration (OSHA) regulations and other pertinent federal and state laws and regulations.
- H. Understand that there is a minimum of six (6) students per session or class will be canceled.
- I. Provide an evaluation of the class to the CUSR Youth and Teen Coordinator after each session. This should include the overall success of the class along with successes of students or any concerns.
- J. Provide request marketing materials for inclusion within the CUSR season brochure, as requested from staff which follows the printer's timeline. For Fall season, information will be collected by end of June; for Winter/Spring season information will be collect by the end of October; and for the Summer season information will be collect by the end of February. CUSR staff will initiate contact for information.

Section 7 – Park District shall:

- A. Provide Provider with such facilities and support staff as may be necessary for him to carry out his responsibilities hereunder.
- B. Register students and collect fees.
- C. Promote the classes in the CUSR Program Brochure.

Section 8 – Equipment. Park District shall not be responsible for the transportation, maintenance, care or, treatment of any equipment belonging to Provider in any manner whatsoever. Provider shall indemnify and hold harmless the Park District and its commissioners, officers, employees, agents, volunteers and representatives for any damage to personal property or equipment prior to, during, and after the Service.

Section 9 – Service Control. Provider shall at all times have sole control over the manner, means and methods of completing the work and services required by the Agreement according to his independent judgment; provided that his conduct shall not be contrary to the Agreement policies and procedures of Park District. Furthermore, Provider is solely responsible for the direction of their employees or agents. Provider acknowledges that they will devote sufficient time and effort as is necessary to carry out the terms of this Agreement in a professional manner in order to complete the classes offered.

Section 10– Responsibility for Cost. Provider shall be responsible for all expenses, including, without limitation, the provision of equipment and materials related to carrying out this Agreement unless otherwise stated herein.

Section 11 – Rules, Laws, and Ordinances. Provider shall comply with any and all applicable ordinances, regulations, policies, and permit procedures of the Park District.

Section 12 – Insurance. **Provider** shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by **Provider** shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Provider's insurance and shall not contribute with it. **The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage.** The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded **Provider**. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from **Provider**. In such event, **Provider** shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that **Provider** may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

Provide a certificate of such insurance as may be applicable from time to time, listed below, at the time Agreement is signed and annually thereafter. Note that all limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis:

**Provider** shall maintain in effect at its sole expense the following insurance applicable to the work performed hereunder:

- (a) Workers' Compensation:
  - State Statutory
  - Applicable Federal Statutory
  - **Must show policy number on certificate of insurance if workman's compensation is provided.**
  
- (b) Comprehensive General Liability:
  - General Liability: 1,000,000 each occurrence (including completed operation and products liability)
  - Property Damage: \$1,000,000 each occurrence
  - General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
  - Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.
  
- (c) Contractual Liability (Hold Harmless Coverage):
  - Bodily Injury: \$1,000,000
  - Property Damage: \$1,000,000 each occurrence
  - Annual Aggregate: \$2,000,000 each occurrence
  
- (c) Comprehensive Automobile Liability:
  - Bodily Injury: \$1,000,000 Per Person and \$1,000,000 Per Accident
  - Property Damage: \$500,000 each occurrence or combined single limit of \$500,000

(d) Umbrella Liability:

- \$5,000,000 each occurrence

The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

Prior to beginning work, **Provider** shall furnish the Park District with 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 Park District prior to cancellation or material change of any insurance referred to therein. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of **Provider's** obligation to maintain such insurance.

All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and satisfactory to the Park District at its sole discretion.

All insurance coverage provided by the **Provider** shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the **Provider's** and shall not contribute to it.

Section 13 – Hold Harmless and Indemnification **Provider** shall indemnify, defend and hold harmless Park District and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of **Provider** or any of its trustees, directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

Section 14 – Independent Contractors **Provider** acknowledges and agrees that **Provider** is not an employee of the Park District, is not entitled to any benefits or protections afforded employees of the Park District, nor bound by any obligations of employees of the Park District. Nevertheless, **Provider** will not act contrary to the policies of the Park District. **Provider** understands and fully agrees that **Provider** will not be insured under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District, and that any injury or property damage in connection with the work performed will be **Provider's** sole responsibility and not that of the Park District. It is also understood that **Provider** is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and, therefore, **Provider** will be solely responsible for **Provider's** own acts or omissions, and those of **Provider's** employees and agents, if any. The Park District will not in any manner whatsoever be obligated to defend, indemnify or hold harmless **Provider**, or **Provider's** employees and agents, if any, in matters of liability.

**Provider** acknowledges and agrees that **Provider** is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed pursuant to Social Security, unemployment insurance and worker's compensation insurance on behalf of **Provider** and those employees and agents, if any, employed by **Provider**.

Section 15 – Prohibited Substances. The possession or use of alcohol beverages, illegal drugs or any other prohibited substances shall not be permitted at Park District events or upon its property. Violation of this provision shall be deemed a material breach and default of this Agreement, which shall relieve the Park District of any obligation to compensate Provider for service.

Section 16 – Severability. In the event any of the terms and conditions set forth in this Agreement shall be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this agreement, and the validity, legality, or enforceability of the remaining terms and conditions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in effect.

Section 17 – Assignment - Binding Effect. Neither Party nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other.

Section 18 – Counterparts. This Agreement shall be executed in any number of counterparts, each of which shall be deemed to be an original.

Section 19 – Notice. All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given at the time they are mailed to the respective Party via certified mail, return receipt requested with an additional copy sent via U.S. first class mail at the address set forth below, or at such other place or address as the Parties shall provide to each other in writing.

Champaign Park District  
Attn: Executive Director  
706 Kenwood Road  
Champaign, IL 61821

Newberry's Leaders for Life Martial Arts  
Attn: Jeff and Tina Newberry  
2413 Village Green Place  
Champaign, IL, 61822

Section 20 – Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one or more times be deemed a waiver or relinquishment of the right or power at all or any other time(s).

Section 21 – Applicable Law and Venue. The laws of the State of Illinois shall govern the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

Section 22 – Time is of the Essence. Time is of the essence of this Agreement. It shall be binding upon the personal representatives, successors and permitted assigns of the Parties hereof.

Section 23 – Entire Agreement and Amendment. This Agreement and any written addendum, amendment, or exhibit to it constitutes the entire Agreement between Park District and the Provider, and may be changed, modified or amended only by mutual written agreement executed by Park District and the Provider.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as the day and year first above written.

Champaign Park District

Provider

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(print name)

Name: \_\_\_\_\_  
(print name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**REPORT TO PARK BOARD**

**FROM:** Joe DeLuce, Executive Director  
**DATE:** August 8, 2018  
**SUBJECT:** Henry Michael Park Playground Equipment

Background

In 2017, Henry Michael Park was re-graded and seeded in preparation for park development. On April 7th, staff gathered feedback from neighborhood residents. Subsequently, staff prepared a park development plan for a basketball court and a playground. Playground equipment was bid separately and will be installed by staff. The bid included a 2-5 structure, a 5-12 structure, a shade canopy, two bays of swings, and a standalone component.

Prior Board Action

*July 26, 2017 Special Board Meeting*—Board authorized grading contract with Otto Baum.  
*March 14, 2018 Regular Board Meeting*—Board approved 2019 Capital Budget.  
*July 11, 2018*—Board approved Basketball Court and Path contract with Stark Excavation.

Bid Results

Sealed bids were opened 11:30am Monday, July 30 with bid tab as shown. No alternates were included.

<b>Vendor (Manufacturer)</b>	<b>Total</b>
<b>Play Illinois, LLC (Burke)</b>	<b>\$37,378.00</b>
Play & Park Structures	\$47,021.62
Cunningham Recreation (Gametime)*	\$49,511.89
Team Reil Inc (Miracle)	\$49,999.00
Imagine Nation, LLC (Kompan)*	\$50,000.00
All Inclusive Rec (Little Tikes Commercial)	\$50,000.00
Nutoys (Landscape Structures)	\$50,000.00
Zenon Company (Playcraft Systems)	\$50,000.00

\*US Communities Vendor

Budget Impact

Capital project 170011 budget is \$82,000 with remaining \$57,742 balance. \$37,378 will be used for the playground equipment purchase. The remaining \$20,364 will be used for contingency, supplies for the playground surfacing and installation, and furnishings.

Recommendation

Staff recommends accepting the bid from Play Illinois, LLC for a total of \$37,378.00 and authorizing the Executive Director to enter into the contract. **Timeline:** *Contract/Notice to Proceed—August 2018, Staff Construction/Completion—September-October 2018.*

Prepared by:

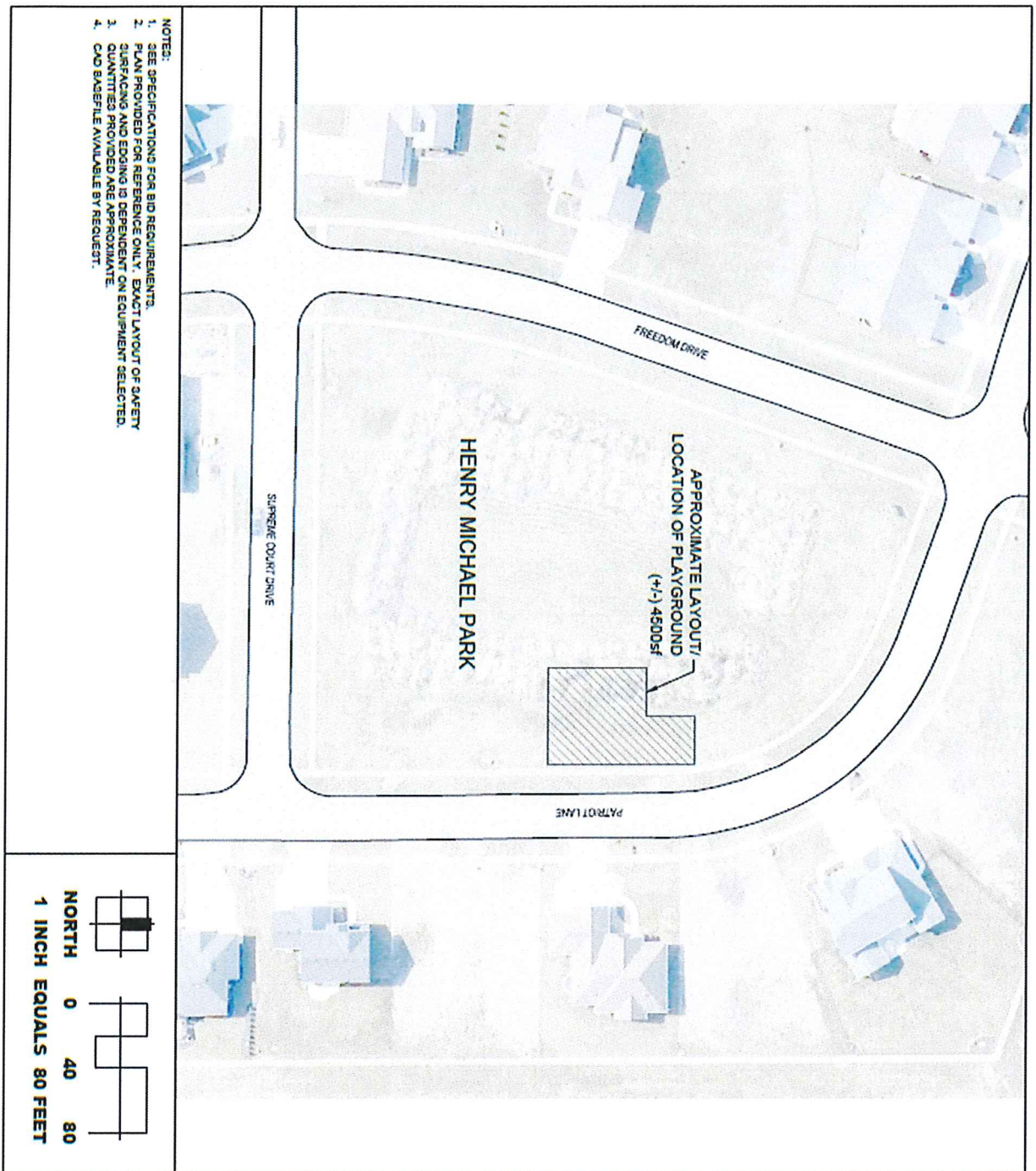
Bridgette Moen  
Park Planner

Reviewed by:

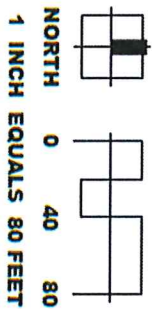
Joe DeLuce  
Executive Director





# Attachment 1: Henry Michael Playground Plan



- NOTES:**
1. SEE SPECIFICATIONS FOR BID REQUIREMENTS.
  2. PLAN PROVIDED FOR REFERENCE ONLY. EXACT LAYOUT OF SAFETY SURFACING AND EDGING IS DEPENDENT ON EQUIPMENT SELECTED.
  3. QUANTITIES PROVIDED ARE APPROXIMATE.
  4. CAD BASEFILE AVAILABLE BY REQUEST.



 <p><b>CHAMPAIGN PARK DISTRICT</b>          Brecken Meeting Center          706 Kenwood Road          Champaign, IL 61821          217 395 2550  <a href="http://champaignparkdistrict.com">champaignparkdistrict.com</a></p>							
<p>henry michael park playground          cpd henry michael park          3802 freedom boulevard          champaign illinois 61822</p>							
<table border="1"> <thead> <tr> <th>date</th> <th>drawing issue</th> </tr> </thead> <tbody> <tr> <td>07/10/2018</td> <td>issue for bid</td> </tr> <tr> <td>07/19/2018</td> <td>addendum 1</td> </tr> </tbody> </table>	date	drawing issue	07/10/2018	issue for bid	07/19/2018	addendum 1	<p>plan diagram</p>  <p>sheet 1 of 1</p>
date	drawing issue						
07/10/2018	issue for bid						
07/19/2018	addendum 1						



Attachment 2: Playground equipment included in Play Illinois, LLC bid



The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.





## **REPORT TO PARK BOARD**

**FROM: Joe DeLuce, Executive Director**  
**DATE: July 27, 2018**  
**SUBJECT: Vehicle Purchases – Operations Department**

### Introduction

Staff is requesting Board approval to purchase three (3) Ford F-150 regular cab pickup trucks through the Illinois State Joint Procurement Program (30 ILCS 525/0.01 et seq.) to be used primarily in the Grounds and Maintenance and Special Projects divisions.

The new trucks will replace the following:

- 2006 Ford F-150 (Fleet # 42) is in fair to poor condition and has 69,437 miles on it.
- 2006 Ford F-150 (Fleet # 32) in fair to poor condition and has 65,695 miles on it.
- 2006 Ford F-150 (Fleet # 66) in poor condition and has 60,388 miles on it.

Vehicles #42 and #32 are listed on the Replacement Schedule for this year. Vehicle #66 was scheduled for replacement in FY20 but will be moved to this year swapping with vehicle #39, a 2006 Ford F-150 that is in better condition with lower mileage and a lower amount of upcoming maintenance needs. The trucks will be declared surplus and sold on a local auction site.

The process for selection of vehicles to be declared as surplus are as follows:

1. Each budget cycle the Park District's mechanic and the three division heads evaluate the entire fleet and make recommendations to the Director of Operations. Replacement recommendations are projected out four to five years and are presented as the "Vehicle Replacement Schedule" in the approved budget.
2. Prior to asking the Board to approve the purchase of budgeted vehicle(s), the mechanic, division heads and Director of Operations re-evaluate the vehicles on the "Vehicle Replacement Schedule." If staff recommend a change to the "Vehicle Replacement Schedule", those are presented to the Board.
3. The vehicles are primarily evaluated using fleet management standards that include age, repair history, mileage, upcoming repairs and routine maintenance, and appearance.

Specific to the above surplus request, the Park District Mechanic, Supervisor of Grounds and Maintenance, Supervisor of Special Projects, and the Director of Operations have agreed that the above three vehicles are in the highest need of replacement based on the items listed in number three above.

### Prior Board Action

The Board approved the FY19 Capital budget at the March 14, 2018 Regular Board meeting.

Budget Impact

The total cost for these three (3) vehicles is \$73,045.00. The total amount budgeted in the FY19 Capital Budget for four (4) vehicle purchases (Operations) is \$185,000.00 (project #19VE02). From that total, \$95,905.50 was used to purchase the trash compactor truck, leaving \$16,049.50.

Recommended Action

Staff recommends the waiver of the Park District's formal bidding process and approve the purchases through the Joint Purchasing Program for three (3) Ford F-150's from Morrow Brothers Ford in the amount of \$73,045.00.

Prepared by:

Reviewed by:

Bret Johnson  
Grounds & Maintenance Supervisor

Daniel Olson  
Director of Operations







# CHAMPAIGN PARK DISTRICT

## Operations Department Replacement Schedule Vehicles

The following is the suggested replacement schedule for the district's fleet vehicles. Barring unforeseen circumstances, fleet vehicles are replaced every 10 to 12 years, based upon age, repair history, mileage and appearance.

<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Dept.</u>	<u>FY Replacement</u>
Ford (32)	F150	2006	Ops - SP	18/19
International (33)	Garbage	2008	Ops - GM	18/19
Ford (39)	F150	2006	Ops - GM	18/19
Ford (42)	F150	2006	Ops - SP	18/19
Chevrolet (14)	14 pass. Van	2000	Recreation	18/19
Ford (64)	F350 Dump Truck	2006	Ops - GM	19/20
Dodge (58)	Ram Truck	1998	Ops- HNA	19/20
Chevrolet (52)	1500	2005	Ops - GM	19/20
Ford (48)	F150	2006	Ops - HNA	20/21
Ford (22)	F150	2006	Ops - GM	20/21
Chevrolet (47)	1500	2006	Ops - GM	20/21
Ford (66)	F150	2006	Ops - GM	20/21

**ORDINANCE NO. 633**

**AN ORDINANCE PROVIDING FOR THE DISPOSAL OF  
PERSONAL PROPERTY OWNED BY THE CHAMPAIGN PARK  
DISTRICT.**

**WHEREAS**, the Champaign Park District pursuant to the Park District Code, 70 ILCS 1205/8-22, is granted the ability to dispose of personal property, and

**WHEREAS**, the Champaign Park District has determined that certain items it owns are no longer necessary, useful to or in its best interests of the Champaign Park District to retain.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the Champaign Park District of Champaign County, Illinois as follows:

Section 1. The Board of Commissioners hereby authorizes that said items shall be conveyed or sold to the highest bidder, with or without advertising the sale, or otherwise disposed of on terms as may be approved by the Executive Director.

Section 2. The items of personal property to be conveyed, sold, or disposed of are as follows:

- One 2006 Ford F-150 pickup truck with 69,437 miles
- One 2006 Ford F-150 pickup truck with 65,695 miles
- One 2006 Ford F-150 pickup truck with 60,388 miles
- One 2008 International CF500 w/ Wayne trash compactor body with 113,000 miles

**PASSED AND APPROVED** by three-fifths vote of the Board of Commissioners of the Champaign Park District this 8<sup>th</sup> day of August 2018.

**APPROVED:**

\_\_\_\_\_  
Craig W. Hays, Board President

**ATTEST**

\_\_\_\_\_  
Cindy Harvey, Board Secretary





## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** July 27, 2018

**SUBJECT:** Vegetation Ordinance

### Introduction

The Champaign Park District has an extremely valuable asset in its vegetation that needs further protection than it currently has available. Implementation of a Vegetation Ordinance will preserve and protect our natural systems, employees and patrons, and the fiscal investments in our parks.

Examples of the value of our vegetation include:

- Fifty-five acres of restored natural areas, the majority is tallgrass prairie, which is estimated to intercept 53 tons of water during a one inch per hour rainfall event.
- A single existing Scarlet Oak in Hessel Park has an **annual** calculated environmental benefit of \$369 in air pollution removal, carbon sequestration, and storm water interception.
- That same Scarlet Oak has an appraised value of \$39,320 using the Trunk Value Calculation.
- Recent storm damage to trees at Zahnd Park was estimated at \$13,870. This damage may have been higher and the impact worse if best management practices were not in place.
- Fifty-six paid community sponsors for 16,000 ft<sup>2</sup> of beds in the Flower Island program, dedicated to community beautification efforts.
- A total of 907 program trees dedicated by members of the public.

### Background

Late in 2017, several factors came together that put the need for vegetation protection front and center. This included the completion of our tree inventory, an increase in natural areas future planning, volunteerism growing with the Master Naturalist program, growth in parks and facilities, damage by the Emerald Ash Borer, and many years of successful public tree programs, to name just a few.

A Vegetation Ordinance Committee was formed consisting of several employees including planners, certified arborists, operations specialists, natural areas personnel and others. The committee cross referenced the following documents to ensure alignment with existing programs, ordinances and laws.

1. CPD Tree Program Species Lists (2017)
2. City of Champaign Municipal Code Chapter 35 – Vegetation (2017)
3. Tree City USA Standards (Champaign a Tree City for 32 years)

4. CPD's *An Ordinance Regulating the Use of the Parks and Property Owned or Controlled by the Champaign Park District* (Dec. 2016)
5. CPD's Memorial or Retirement Tree Program (Oct. 2011)
6. CPD's Adopt a Tree Program (Oct. 2011)
7. Growing Together Tree Program (Oct. 2011)
8. Chicago Region Trees Initiative Bronze Tree Preservation Ordinance (2017)

The committee is recommending the attached ordinance.

The Park District Risk Management Agency has stated the ordinance does not need to be reviewed by them, but encouraged review by local counsel.

This draft ordinance has not been reviewed by legal counsel at this time.

Prior Board Action

No prior Board action has occurred on this Ordinance.

Budget Impact

There are no costs expected to implement the new ordinance

Recommended Action

This item is for discussion only. No action is recommended at this time.

Prepared by:

Daniel J. Olson  
Director of Operations

Reviewed by:

Joe DeLuce  
Executive Director



**ORDINANCE NO. TBD**

**AN ORDINANCE REGULATING VEGETATION ON PROPERTY OWNED OR CONTROLLED BY THE CHAMPAIGN PARK DISTRICT**

**WHEREAS**, the Champaign Park District duly organized and existing under the laws of the State of Illinois including an act entitled "The Park District Code", 70 ILCS 1205/Art. 1 *et seq.*, and

**WHEREAS**, the Champaign Park District is given the authority to pass all necessary ordinances, rules and regulations for the proper management and conduct of the business of the Board of Commissioners and Park District and to establish by ordinance all needful rules and regulations for the governance and protection of parks, and other property under its jurisdiction pursuant to 70 ILCS 1205/8-1 (d); and

**WHEREAS**, the Champaign Park District recognizes the ecological, aesthetic, and financial benefits its plants provide within and beyond our boundaries; and

**WHEREAS**, the Champaign Park District strives to protect, enhance and properly maintain all assets within the Park system including plants; and

**WHEREAS**, the Board of Commissioners of the Champaign Park District has determined that it is in the best interests of the residents of the Park District to establish a vegetation ordinance governing the planting, maintenance and protection of Park District vegetation.

**NOW, THEREFORE, BE IT ORDAINED** that the Board of Commissioners of the Champaign Park District, in Champaign County, Illinois, adopts the attached Champaign Park District Vegetation Ordinance this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

\_\_\_\_\_  
Craig Hays, President

ATTEST:

\_\_\_\_\_  
Cindy Harvey, Secretary

## TITLE

This ordinance shall be known as the Champaign Park District Vegetative Ordinance.

## FINDINGS

The Park District's planned expansion of landholdings and programs related to vegetation, as well as recent recognition of the value of vegetative assets, validate the need for placing further protections on our existing and future vegetative resources. Implementing a vegetative ordinance would support and protect this critical infrastructure.

## PURPOSE

To preserve and protect all Park District vegetation and their systems; and to enhance and increase the benefits healthy ecosystems provide for the community; and to promote good public health, safety, and general welfare through proper standards of plant care; and to safely and sustainably regulate planting, maintenance, and removal of vegetation within Champaign Park District landholdings.

## AUTHORITY

Existing laws of the State of Illinois including "The Park District Code", 70ILCS 1205/Art.1 *et seq.*, as amended, gives the Park District, a special district in the state of Illinois, the authority to create and amend ordinances.

## APPLICABILITY

This ordinance provides full power and authority over all vegetation emerging from ground located within the boundaries of the Park District land ownership including parks, greenways, trails, easements, leased land, lands held in agreement, and facilities described herein.

## DEFINITIONS

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning.

*Board* shall be the Board of Commissioners of the Park District.

*Cultivated Plant* shall mean and include all native or commercially propagated species of vines, annual or perennial flowers and grasses, vegetables, herbs, fruit, or plants excluding trees and shrubs, which are intentionally planted and regularly maintained by the owner or the owner's designate.

*Native Plant* shall mean any plant native to Illinois.

*Non-cultivated Plant* shall mean and include all species of plants, vines, flowers vegetables, herbs, fruit or other plants, excluding trees and shrubs, which are not intentionally planted and regularly maintained by the owner or the owner's designate.

*Nuisance Tree* shall be a tree which is dead, declining, diseased or irreparable, or has the potential to damage other trees, people, infrastructure or native ecosystems.

*Nuisance Vegetation* shall be any plant which is dead, dying, diseased or irreparable, or has the potential to damage plantings, people, infrastructure or native ecosystems.

*Owner* shall be defined as the owner of the vegetation.

*Park* shall be defined as any landholding of the Park District including but not limited to park, greenway, trail, easement, license agreement, and facility.

*Park District* shall be the Champaign Park District.

*Private Tree* shall be defined as any tree owned by a private individual, business, developer, or homeowner's association.

*Private Vegetation* shall be defined as any plant owned by a private individual, business, developer, or home owner's association.

*Public Tree* shall be defined as any tree owned by the Park District.

*Public Utility* shall be defined as an organization that maintains the infrastructure to convey a public service such as, but not limited to, potable water, storm water, septic and sewage, electricity, and natural gas.

*Public Vegetation* shall be defined as any tree, shrub, cultivated plant, non-cultivated plant, native plant or turfgrass owned by the Park District.

*Sight Triangle* shall mean a triangular-shaped portion of land at each street intersection corner. The sight triangle shall be established by measuring thirty-five (35) feet along the right -of-way boundaries at each intersection corner to create two (2) sides and the third side by drawing a line from the two (2) end points.

*Shrub* shall mean a woody perennial plant consisting of several erect, spreading or prostrate stems and a general bushy appearance.

*Tree* shall mean a woody perennial plant which, at maturity, is typically fifteen (15) feet or more in height, with one or several trunks unbranched for at least several feet above ground.

*Tree Topping* shall mean the practice of removing whole tops of trees or large branches and/or trunks from the tops of trees, leaving stubs or lateral branches that are too small to assume the role of a terminal leader.

*Turfgrass* shall mean any planting of grass that is regularly mown.

## APPROVALS

It shall be unlawful for any person not employed by the Park District to engage in the business of planting, cutting, trimming, pruning, removing, spraying, or otherwise treating within the Park District landownership without first producing evidence of certification or licensing before the Park District staff and receiving written permission from the Executive Director or designee.

## INSURANCE

Before any license, contract or agreement shall be issued, each applicant shall first file evidence of possession of worker compensation and liability insurance in the minimum amounts of \$1,000,000 for bodily injury or death and \$100,000 property damage indemnifying the Park District or any person injured or damaged resulting from the pursuit of such endeavor as herein described.

## CONSTRUCTION/RENOVATION

- A. New construction or renovation plans on Park District properties shall be reviewed by the Park District staff for species selection, placement approval, and removal approval. The Park District staff may require changes to the plans.
- B. Staff shall be involved during the planning stage of park improvements proposed by an outside entity.
- C. The Board shall examine the vegetative aspects and consult staff when considering acceptance of new property.

## OPERATIONS

- A. The Park District may ensure, at minimum, two internal staff members are certified arborists.
- B. The Park District shall maintain and continually update a Tree and Shrub inventory database on which to base sound management practices.
- C. All tree and shrub selection, planting, and management shall be in compliance with the rules outlined within this document.

## PLANTING AND REPLACEMENT

- A. The Park District shall plant diverse species with the ratio of not more than 25% of any one family, 15% of any one genus, or 10% of any one species. This shall apply only to Park District owned land, not including easements, agreements, etc.
- B. Site characteristics, species selection, future use of the site, relationships between the new planting and existing vegetation, patron use patterns, site lines and views shall all be considered when choosing planting locations.
- C. Tree planting shall be accomplished under the direction of a certified arborist and in compliance with American National Standards Institute A300 Standards (ANSI A300) as revised and updated. All contract planting shall comply with these standards, or be redone at the contractor's expense.
- D. No one may plant any vegetation on park property without prior written approval from the Park District.
- E. As a general rule, newly planted vegetation shall be selected from the Park District's *Preferred Tree and Shrub List*, be an Illinois native species, or known not to cause environmental concern in our geographic area.
- F. All plantings requiring more than a one (1) foot deep excavation hole shall require an underground utility location prior to planting.
- G. It shall be encouraged that species identified as noxious or invasive on the Park District's *Noxious Weeds, Invasive and Problematic Plants List* be removed from Park District owned land.
- H. The Park District may accept financial or in-kind contributions for plant stock.

- I. The Park District shall maintain a program(s) to incentivize members of the public to financially donate to the planting or care of trees, shrubs, herbaceous plants and landscaping on Park District lands.
- J. Noxious and invasive species are defined in the Park District's *Noxious Weeds, Invasive and Problematic Plants List*. Plants known to be noxious may not be planted. Plants known to be invasive in Illinois may not be planted without authorization from Park District staff.

#### PLANT CARE AND MAINTENANCE

- A. Maintenance and care of Park District trees shall be accomplished under the direction of a certified arborist and in compliance with American National Standards Institute A300 Standards (ANSI A300) as revised and updated.
- B. Vegetation which prevents the free and unobstructed travel of pedestrians upon sidewalks or trails, or vehicles on streets or parking lots or otherwise negatively affects traffic or pedestrian safety or found to be impairing the visibility or passage of pedestrians or vehicles shall be removed promptly.
- C. No shrubs in excess of twenty-four inches (24") in height, or trees with branches lower than nine (9) feet shall be allowed to grow in sight triangles.
- D. Topping of trees and other destructive practices are prohibited.
- E. Chemical treatment of plants and their pests and pathogens shall only be completed by licensed individuals that follow Integrated Pest Management standards outlined in Illinois Pesticide Applicator's Training.
- F. Burning/prescribed fire shall be led by an internal certified burn boss and conducted by trained professionals and volunteers.
- G. Turfgrass shall be mown to a height of no less than three (3) inches. Herbicide treatments must be approved by Park District staff.
- H. Turfgrass shall never exceed a height of seven (7) inches.

#### REMOVAL

- A. All tree removals, except those that are considered invasive, noxious or nuisance, must be approved by a Park District staff member who is a certified arborist.
- B. Nuisance vegetation that poses an elevated human or property damage risk may be removed promptly.
- C. Large tree removal, greater than twenty (20) inches diameter (DBH), shall be supervised by a certified arborist.
- D. Vegetation known to be invasive in our geographic area, as listed on the Park District's *Noxious Weeds, Invasive and Problematic Plants List* shall be evaluated for removal.
- E. Trees and shrubs removed during construction or renovation projects will be replaced one-for-one, if appropriate. Replacement need not be in the same location or park.
- F. Companies holding easements or agreements with the Park District that explicitly outline vegetation control must work within the guidelines of the agreement. Vegetation removal and/or herbicide treatment requires a written notification a minimum of 10 working days prior to the work beginning. Exceptions to the notification timeline may be made in the case of emergency, potential immediate damage to property or risk to human health.

## PUBLIC VEGETATION

Rules and Regulations surrounding Park District owned vegetation are outlined in “An Ordinance Regulating the Use of the Parks and Property Owned or Controlled by the Champaign Park District”. They include, but are not limited to:

- A. No person shall cut, remove, uproot, pick, saw, chop, carve, injure, chip, blaze, girdle damage with herbicide or wantonly destroy any plant, whether dead or alive, unless authorized by the district.
- B. No person shall remove any plant, break or remove any branch or foliage, or pick or gather any seed or flower, unless authorized by the District.
- C. No person shall drive any nail, staple or attach or fasten any wire, rope or device to any tree or shrub unless authorized by the District.
- D. Disputes or concerns about District trees shall be handled by the Director of Operations using standards set forth and revised by the International Society of Arboriculture.

## PROTECTION

- A. Protection of Park District trees during construction, renovation, and maintenance projects shall be accomplished under the direction of a certified arborist and in compliance with American National Standards Institute A300 Standards (ANSA A300) BMP Construction as revised and updated. Further protections beyond ANSI standards may be requested by the certified arborist.
- B. Protection of Park District natural areas during construction, renovation, and maintenance projects shall be accomplished under the direction of the Executive Director or designee. Protections to natural areas and plant populations may be requested.
- C. The Executive Director or designee and a certified arborist shall review and comment on all construction and renovation plans prior to estimating, bidding, or contracting a project and if warranted, require a tree protection plan to be initiated.
- D. All required protections shall be installed and operational prior to construction beginning. The project shall be inspected periodically to ensure ongoing compliance.
- E. The Executive Director or designee may place further protections above and beyond those listed in this ordinance, on program trees, trees of distinction, natural areas, unique plant populations and species protected by state or federal statute.
- F. Soil in vegetative areas of completed projects must be suitable for planting. This shall be established in the project specifications and agreed upon by the Executive Director or designee.

## PRIVATE VEGETATION

The Executive Director or designee has the authority to examine vegetation on private and public property and contact the owner when there is a suspected public nuisance or safety concern and request its reduction or removal.

## ENFORCEMENT

The Executive Director or designee shall have the power to promulgate and enforce rules, regulations and specifications concerning the trimming, spraying, removal, planting, pruning and protection of vegetation within and upon Park District landholdings.

## PENALTIES, CLAIMS AND APPEALS

Violations – A person who violates any provision of this ordinance or who fails to comply with any notice issued pursuant to provision of the ordinance, upon being found guilty of violation, shall be subject to a fine not to exceed \$500 for each separate offense. Each day during which any violation of the provisions of the ordinance shall occur or continue shall be a separate offense. If as the result of the violation of any provision of this ordinance, the injury, mutilation, or death of a plant is caused, the cost of repair or replacement, or the appraised dollar value of such plant shall be borne by the party in violation. The value of trees shall be determined in accordance with the latest revision of *A Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs and Evergreens* as published by the International Society of Arboriculture.

Assessment of Claim – In the event that a nuisance is not abated by the date specified in the notice, the Executive Director is authorized to cause the abatement of said nuisance. The reasonable cost of such abatement shall be filed as a lien against the property on which the nuisance was located. In addition, the owner of the property upon which the nuisance was located shall be subject to prosecution.