



AGENDA
REGULAR BOARD MEETING
REMOTE MEETING HELD VIA TELECONFERENCE
(As permitted by Public Act 101-0640)

The President of the Board of Commissioners has determined that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act is not practical or prudent because of the COVID-19 disaster.

Citizens may participate in the zoom meeting by going to the following web address:
<https://us02web.zoom.us/j/86949973253?pwd=djlHUmwvcFpZak9EZzZrU0pBaEtEQT09>

For online video access, please use the following Meeting ID and Password when prompted:
Meeting ID: 869 4997 3253
Password: 123607

Alternatively, the meeting may be accessed by telephone at:
1-312-626-6799, If prompted for the following items, please enter:
Meeting ID: 869 4997 3253, followed by the # symbol
Password: 123607, followed by the # symbol

Citizens will be offered an opportunity to speak to the Board during the public comment portion. To facilitate this and not have individuals speaking over one another, the Park District kindly requests that individuals wishing to address the Board via the conference line during public comment notify the Park District via email, as noted below, of their intent to address the Board. Alternatively, citizens may submit public comments by email prior to the Board meeting, to be announced by the Park Board President during the public comment portion of the meeting. Email submissions (notice of intent to speak or comment via email) should be submitted by Noon on Wednesday, June 8, 2022, and sent to joe.deluce@champaignparks.org.

Wednesday, June 8, 2022
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 May 2022

E. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

F. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

G. REPORT OF OFFICERS

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

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.

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. **(Roll Call Vote)**

1. Approval of Minutes of the Annual and Regular Board Meetings, May 11, 2022
2. Approval of Minutes of the Executive Session, May 11, 2022
3. Approval of Minutes of the Special Board Meeting, May 25, 2022
4. Approval of Minutes of the Executive Session, May 25, 2022
5. Approval of Hazard Communication Program Manual

I. NEW BUSINESS

1. Approval of Disbursements
Staff recommends approval of the list of disbursements for the period beginning May 11, 2022 and ending June 7, 2022. **(Roll Call Vote)**
2. Approval of Bid for Playground Surfacing
Staff recommends accepting the lowest responsible bid and authorizing the Executive Director to purchase playground surfacing mulch from J & L Morris Trucking at a bid price of \$18.25 per cubic yard. **(Roll Call Vote)**
3. Approval of a Subrecipient Agreement between the City of Champaign and the Park District for the Community Matters Program
Staff recommends approving the Subrecipient Agreement between the City of Champaign and the Park District for the Community Matters Program and authorizing the Executive Director to execute the agreement. The term of the agreement is from July 1, 2022 through June 30, 2023. **(Roll Call Vote)**
4. Approval of Agreement with Petry Kuhne for the Pickleball Complex Construction at Centennial Park **(Roll Call Vote)**
5. Approval of a Resolution and Change Order No 1 for the Pickleball Complex Construction at Centennial Park **(Roll Call Vote)**

J. DISCUSSION ITEMS

1. FY23 Annual Operating Budget
2. OSLAD Grant Application Discussion
3. Updates to the Board Policy Manual:
 - a. American's with Disabilities Act Policy
 - b. American's with Disabilities Program Statement
 - c. Compensation Policy
 - d. FOIA and Fee Schedule
 - e. New Employee Reporting Policy
 - f. Safety Policy
4. Process for Reviewing Ordinance 618: Park Rules and Regulations and Review of Chapter 2 – *Public Use*, Chapter 3 – *Protection of Property Structure and Natural Resources*, and Chapter 4 – *Regulation of Recreational Activities*.

K. COMMENTS FROM COMMISSIONERS

L. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Par. 120/2 (c)(6) The setting of a price for sale or lease of property owned by the public body.
(Roll Call Vote)

M. EXECUTIVE SESSION ACTION ITEM

1. Approval of Agreement with Don Moyer Boys and Girls Club at the Martens Center

N. RETURN TO REGULAR MEETING

O. ADJOURN

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

May 11, 2022

The Champaign Park District Board of Commissioners held the Annual Meeting on Wednesday, May 11, 2022 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, and online due to President Miller's determination that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act was not practical or prudent because of the COVID-19 disaster. The Annual Board Meeting occurred pursuant to published notice duly given. President Miller presided over the meeting. The thirteen individuals identified below were physically present at the meeting with appropriate social distancing. Citizens were given the opportunity to participate in the teleconference at the web address:

<https://us02web.zoom.us/j/89438812005?pwd=bIVFTkVyKzVOcHk4bkhOS3hFK3N3dz09> or by calling 312-626-6799. Citizens were also offered the opportunity to submit comments or questions by email prior to the meeting. Those comments were to be announced by President Miller during the public comment portion of the meeting. Email submissions were solicited from the public through a notice of intent to speak or comment to be submitted by noon on Wednesday, May 11, 2022 to be sent to the Executive Director of the Park District at: joe.deluce@champaignparks.org. There were no email comments or questions submitted by citizens for consideration by the Board.

Present in person: President Kevin J. Miller, Vice President Craig W. Hays, Commissioners Barbara J. Kuhl, Timothy P. McMahon, and Jane L. Solon, Attorney Guy C. Hall, Joseph C. DeLuce, Executive Director, and Jarrod Scheunemann, Secretary and Director of Administrative Services.

Present electronically: Treasurer Brenda Timmons.

Staff present in person: Andrea Wallace, Director of Finance and Heather Miller, Director of Human Resources.

Staff present electronically: Jameel Jones, Director of Recreation and Steven Bentz, Director of the Virginia Theatre.

Michael Comet from Pepsi Bottling Company and Joe Stovall and Shannon McFarland from First String, Inc. attended the meeting in-person.

Jean Flood from the League of Women's Voters was also electronically in attendance.

Call to Order

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

Election of Officers

Election of President

Commissioner Kuhl made a motion to nominate and elect Kevin J. Miller for the office of President. The motion was seconded by Vice President Hays. There were no other nominations. Upon roll call, the vote was as follows: President Miller – yes; Vice President Hays– yes; Commissioner Solon – yes; Commissioner McMahon – yes; and Commissioner Kuhl – yes. The motion passed 5-0.

Election of Vice President

Commissioner Solon made a motion to nominate and elect Craig W. Hays for the office of Vice President. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner Solon – yes; President Miller – yes; Vice President Hays – yes; and Commissioner McMahon. The motion passed 5-0.

Appointment of Officers

Appointment of Secretary, Assistant Secretary, and Treasurer

Commissioner McMahon made a motion that Jarrod Scheunemann be appointed as Secretary of the Champaign Park District. The motion was seconded by Vice President Hays. There were no other nominations. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner Kuhl – yes; Vice President Hays – yes; President Miller – yes, and Commissioner McMahon. The motion passed 5-0.

Vice President Hays made a motion that Joseph C. DeLuce be appointed as Assistant Secretary of the Champaign Park District. The motion was seconded by Commissioner Kuhl. There were no other nominations. Upon roll call, the vote was as follows: Commissioner McMahon – yes; President Miller – yes; Vice President Hays – yes; Commissioner Kuhl – yes; and Commissioner Solon – yes. The motion passed 5-0.

Commissioner Solon made a motion that Brenda Timmons be appointed as Treasurer of the Champaign Park District. The motion was seconded by Vice President Hays. There were no other nominations. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner Solon – yes; Vice President Hays – yes; President Miller – yes; and Commissioner McMahon - yes. The motion passed 5-0.

Attorney Hall then administered the Oaths of Office to Secretary Jarrod Scheunemann, Assistant Secretary Joseph C. DeLuce, and Treasurer Brenda Timmons.

Appointment of Board Member to Boards and Committees

Commissioner Kuhl made a motion to appoint Jarrod Scheunemann to the Champaign Parks Foundation Board. The motion was seconded by Vice president Hays. There were no other nominations. Upon roll call, the vote was as follows: Commissioner McMahon – yes; Commissioner Solon – yes, Vice President Hays – yes; Commissioner Kuhl – yes; and President Miller – yes. The motion passed 5-0.

Adjourn

There being no further business to come before the meeting, Vice President Hays made a motion to adjourn the meeting. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: President Miller – yes; Vice President Hays – yes; Commissioner McMahon – yes; Commissioner Kuhl – yes; and Commissioner Solon – yes. The motion passed 5-0. The Annual Meeting was adjourned at 7:06 p.m.

Approved:

Kevin J. Miller, President

Jarrod Scheunemann, Secretary

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

May 11, 2022

The Champaign Park District Board of Commissioners held the Regular Meeting on Wednesday, May 11, 2022 at 7:07 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, and online due to President Miller's determination that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act was not practical or prudent because of the COVID-19 disaster. The Regular Board Meeting occurred pursuant to published notice duly given. President Miller presided over the meetings. The thirteen individuals identified below were physically present at the meeting with appropriate social distancing. Citizens were given the opportunity to participate in the teleconference at the web address:

<https://us02web.zoom.us/j/89438812005?pwd=bIVFTkVyKzVOcHk4bkhOS3hFK3N3dz09> or by calling 312-626-6799. Citizens were also offered the opportunity to submit comments or questions by email prior to the meeting. Those comments were to be announced by President Miller during the public comment portion of the meeting. Email submissions were solicited from the public through a notice of intent to speak or comment to be submitted by noon on Wednesday, May 11, 2022 to be sent to the Executive Director of the Park District at: joe.deluce@champaignparks.org. There were no email comments or questions submitted by citizens for consideration by the Board.

Present in person: President Kevin J. Miller, Vice President Craig W. Hays, Commissioners Barbara J. Kuhl, Timothy P. McMahon, and Jane L. Solon, Attorney Guy C. Hall, Joseph C. DeLuca, Executive Director, and Jarrod Scheunemann, Secretary and Director of Administrative Services.

Present electronically: Treasurer Brenda Timmons

Staff present in person: Andrea Wallace, Director of Finance and Heather Miller, Director of Human Resources.

Staff present electronically: Jameel Jones, Director of Recreation and Steven Bentz, Director of the Virginia Theatre.

Michael Comet from Pepsi-Cola Bottling Champaign-Urbana Company, as well as Joe Stovall and Shannon McFarland on behalf of First String, Inc. attended the meeting in-person.

Jean Flood from the League of Women's Voters was also electronically in attendance.

Call to Order

President Miller called the meeting to order at 7:07 p.m.

Presentation

Joe Stovall and Shannon McFarland from First String, Inc. presented information about the organization's twenty-nine (29) year history of providing baseball and basketball programs for youth in the northeast region of Champaign and northwest region of Urbana.

Mr. Stovall requested the Board consider funding the renovation of the current First String, Inc. concession stand to meet public health department and City requirements such as restaurant-ready permits and restrooms. Mr. Stovall stated that the concessions stand sales have been used to support First String's youth programming and that a new facility would help expand services to overcome food insecurity issues within the Douglass Park region. He also requested the Board consider renaming one of the baseball fields at Douglass Park after Ernie Westfield.

Commissioner Kuhl asked if First String had received a cost estimate for the project. Mr. Stovall responded that CU Under Construction had provided a quote of \$40,000 to \$50,000.

Discussion and clarifications ensued regarding utilities, site planning, cost estimates, and the use of

other Park District facilities to support First String's needs.

The Commissioners thanked Mr. Stovall and Ms. McFarland for their time and they departed the meeting at 7:27 p.m.

Comments from the Public

None.

Communications

President Miller called attention to the communications, which had been distributed to the Board.

Treasurer's Report

Treasurer Timmons presented the Treasurer's Report for the month of April 2022. She stated the Park District's finances had been reviewed and were found to be in appropriate order.

Commissioner Solon made a motion to accept the Treasurer's Report for the month of April 2022. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner McMahon – yes; Commissioner Kuhl – yes; President Miller – yes; Commissioner Solon – yes; and Vice President Hays – yes. The motion passed 5-0.

Treasurer Timmons congratulated Ms. Wallace for receiving the GFOA Distinguished Budget Presentation Award.

Executive Director's Report

General Announcements

Mr. DeLuce encouraged Park Board members and staff to attend the induction ceremony for the Olympic Tribute on June 4, 2022, the donor preview of the Martens Center on June 23, 2022, and the grand opening of the Martens Center on June 25, 2022.

Mr. DeLuce commended the Board and staff for receiving the class III National Recreation and Park Association Gold Medal award. He noted that the Park District was one of four finalists and that the Grand Plaque winner would be selected at the national conference in September, 2022. The last time the Park District was selected for this honor was in 1998.

Commissioner Kuhl added that WCIA has been publicizing this story.

Committee and Liaison Reports

Champaign Parks Foundation

President Miller reported that the Foundation Board is seeking three new directors to fill vacancies. The Parks Foundation is also involved in the donor preview day at the Martens Center.

Report of Officers

Attorney's Report

Mr. Hall reported revising several contracts as well as completing several other routine matters for the Park District.

President's Report

None.

Consent Agenda

President Miller 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, April 13, 2022.
2. Approval of Minutes of the Executive Session, April 13, 2022.
3. Approval of Minutes of the Special Board Meeting, April 27, 2022.
4. Approval of Minutes of the Executive Session, April 27, 2022.

Vice President Hays made a motion to approve the Consent Agenda. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; President Miller – yes; Vice President Hays – yes; Commissioner McMahon – yes; and Commissioner Solon – yes. The motion passed 5-0.

New Business

Approval of Disbursements

Commissioner Solon made a motion to approve the list of disbursements for the period beginning April 13, 2022 and ending May 10, 2022. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Vice President Hays – yes; President Miller – yes; Commissioner McMahon – yes; Commissioner Solon – yes; and Commissioner Kuhl - yes. The motion passed 5-0.

Approval of Entering into an Agreement for Dental and Life Insurance Benefits

Ms. Miller presented the report. She indicated that original proposal from Principal Financial Group had included a five percent (5%) increase for dental insurance. Staff negotiated the transfer of vision insurance to Principal Financial Group as part of the package which will cause the dental and life insurance costs to remain flat for the Park District and staff. The premium vision insurance option will be eliminated in the transfer, but the standard option will remain unchanged. Ms. Miller stated that the Park District's overall cost would increase due to the hiring of additional staff for the Martens Center.

Discussion and clarifications ensued about the Park District's comprehensive benefits package.

Vice President Hays made a motion to approve entering into a one (1) year agreement with Principal Financial Group for dental, vision, and life insurance benefits beginning June 1, 2022 through May 31, 2023. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner Kuhl – yes; Vice President Hays – yes; President Miller – yes; and Commissioner McMahon – yes. The motion passed 5-0.

Approval of a Resolution Establishing Authority for the Executive Director to Execute Change Orders

Mr. DeLuce reported that this resolution allows the Executive Director to execute contracts, change orders, amendments, and/or time extensions related to specific projects that have been approved by the Board for FY23. Mr. DeLuce stated that he would continue to seek the Board's approval, ratifications, and input as appropriate.

Commissioner Solon made a motion to approve the resolution establishing the Executive Director's authority to execute contracts including change orders, amendments, and/or time extensions as it relates to specific projects approved by the Board for FYE23. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Vice President Hays – yes; President Miller – yes; Commissioner McMahon – yes; and Commissioner Solon - yes. The motion passed 5-0.

Approval of IGA with Champaign County Clerk for Election Ballot Boxes

Mr. DeLuce reported that the County's certificate of insurance had expired. Staff requested an updated copy; at which time the County Clerk indicated they were interested in extending the election ballot box agreement. Mr. DeLuce stated that staff recommend the Park Board approve a one-year extension of the IGA with the County Clerk's office for the placement of ballot boxes in Centennial and Douglass Parks through June of 2023.

Discussion ensued regarding the June, 2022 primary election and the County Clerk's requests for voting space at Park District facilities.

Vice President Hays made a motion to approve a one-year extension of the IGA with the County

Clerk's office for the placement of ballot boxes in Centennial and Douglass Parks through June of 2023. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner Solon – yes; Vice President Hays – yes; Commissioner Kuhl – yes; Commissioner McMahon – yes; and President Miller - yes. The motion passed 5-0.

Jean Flood departed the meeting at 7:55 p.m.

Approval of Agreement with Barcom for Park District Security Systems Management

Mr. Scheunemann presented the report. The opening of the Martens Center has provided an opportunity for the Park District to investigate new options for fire and intrusion monitoring services. Mr. Scheunemann noted that staff has experienced a number of issues with billing, customer service, monitoring, and repairs since Securitas purchased the Park District's current fire and intrusion monitoring provider, FE Moran in 2021. Staff members had received quotes for fire and intrusion monitoring services from three providers and recommended approval of a three-year agreement with Barcom Security, totaling \$13,260 for annual service and a one-time purchase of \$6,076 for cellular receiver equipment replacement.

Discussion and clarifications ensued related to the sale or credit for the current cellular receiver equipment and virtual monitoring opportunities with the new provider.

Commissioner Solon made a motion to approve a three-year agreement with Barcom Security, totaling \$13,260 for annual service and a one-time purchase of \$6,076 for cellular receiver equipment replacement and authorizes the Executive Director to enter into the contract pending Park District legal counsel review. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Vice President Hays – yes; President Miller – yes; Commissioner McMahon – yes; and Commissioner Solon - yes. The motion passed 5-0.

Approval of Ratification of a Contract with an Electric Supplier

Ms. Wallace reported that the Park District met with its energy consultant to confirm electric rates. She stated that Ameren rates had doubled compared to the previous year and that the Park District has until June, 2022 to execute an agreement before it would automatically be switched to Ameren as the electric supplier. American Electric Power (AEP) quoted a rate that would increase the Park District's electric costs by \$102,000 per year for the next four years. However, the volatility of electric supply rates caused AEP to place a temporary hold on its rates and agreements.

Discussion and clarifications ensued regarding prior agreements, the amount of time a proposed electric rate is available at said rate, solar opportunities, capped kilowattage and penalties for exceeding the cap by 10% or more, Park District electricity usage numbers prior to the pandemic, and projected electric usage for the Martens Center.

Vice President Hays then made a motion to approve ratifying an agreement for electric rates with an amendment to account for the 2019 Park District kilowatt usage and a four to five percentage increase in kilowatt usage due to the opening of the Martens Center, as well as elimination of penalties for exceeding projected kilowatt usage. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: President Miller – yes; Commissioner Kuhl – yes; Commissioner McMahon – yes; Vice President Hays – yes; and Commissioner Solon - yes. The motion passed 5-0.

Approval of Amending Motion and Ratifying the Beverage Agreement

Mr. Comet, the principal for Pepsi Cola C-U Bottling Company (Pepsi) thanked the Board for its long-term partnership with Pepsi. He stated that he has always viewed Pepsi's agreement with the Park District as the company's way to provide community service to the residents of Champaign. Pepsi has experienced increases in expenses and the proposed agreement's updated pricing addresses market adjustments.

Mr. DeLuce added that staff are recommending the Board reconsider and amend the motion to change the approved term of the agreement with Pepsi from two years to three years and ratify the same.

Commissioner Kuhl made a motion to reconsider and amend the previously approved motion to change the term of the agreement with Pepsi-Cola C-U Bottling Company from two years to three years and ratify the same. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner McMahon – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; Vice President Hays – yes; and President Miller - yes. The motion passed 5-0.

Michael Comet departed the meeting at 8:10 p.m.

Discussion Items

FY23 Annual Operating Budget

Ms. Wallace reported that she is currently working on the tax levy and salary information to present to the Board. She noted that CPI has increased by seven percent (7%) and that the Park District will be unable to capture more than five percent (5%) due to tax cap law.

Discussion and clarifications ensued regarding timeline for the budget presentation to the Board and the July, 2022 Special Meeting deadline for approving the budget.

Vice President Hays congratulated Ms. Wallace for receiving the GFOA Distinguished Budget Presentation Award. He also noted that the overall Equalized Assessed Valuation (EAV) may vary due to the potential number of real estate tax bill protests.

Comments from Commissioners

Commissioner Solon commented that the parks look great and requested Park District staff investigate a fallen branch in Hessel Park.

President Miller added that it is nice to see people using the parks and youth playing baseball at the Park District ballfields.

Executive Session

Vice President Hays moved pursuant to the bases set forth below to convene into Executive Session. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner Kuhl – yes; Commissioner McMahon – yes; Vice President Hays – yes; and President Miller - yes. The motion passed 5-0. 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. Treasurer Timmons and staff, except for Messrs. DeLuce and Scheunemann departed at this time.

Return to Regular Meeting

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

Adjourn

There being no further business to come before the Board, Vice President Hays made a motion to adjourn the meeting. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Vice President Hays – yes; Commissioner Solon – yes; President Miller – yes; and Commissioner McMahon – yes. The motion passed 5-0 and the meeting was adjourned at 8:44 p.m.

Approved:

Kevin J. Miller, President

Jarrod Scheunemann, Secretary

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

May 25, 2022

The Champaign Park District Board of Commissioners held a Special Board Meeting on Wednesday, May 25, 2022 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, and online due to President Millers' determination that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act was not practical or prudent because of the COVID-19 disaster. The Special Board Meeting occurred pursuant to published notice duly given. President Miller presided over the meeting. The fourteen individuals identified below were physically present at the meeting with appropriate social distancing. Citizens were given the opportunity to participate in the teleconference at the web address:

<https://us02web.zoom.us/j/89438812005?pwd=bIVFTkVyKzVOcHk4bkhOS3hFK3N3dz09> or by calling 312-626-6799. Citizens were also offered the opportunity to submit comments or questions by email prior to the meeting. Those comments were to be announced by President Miller during the public comment portion of the meeting. Email submissions were solicited from the public through a notice of intent to speak or comment to be submitted by noon on Wednesday, May 25, 2022 to the Executive Director of the Park District at: joe.deluce@champaignparks.org. There were no email comments or questions submitted by citizens for consideration by the Board.

Present in person: President Kevin J. Miller and Commissioner Jane L. Solon, Attorney Guy C. Hall, Treasurer Brenda Timmons, Joseph DeLuce, Executive Director, and Jarrod Scheunemann, Director of Administrative Services / Secretary.

Present electronically: Commissioner Timothy P. McMahon.

Excused as absent with prior notice duly given, Vice President Craig W. Hays and Commissioner Barbara J. Kuhl.

Staff present in person: Andrea Wallace, Director of Finance, Dan Olson, Director of Operations, Heather Miller, Director of Human Resources, Jimmy Gleason, Director of Revenue Facilities, and Joe Kearfott, Assistant Director of Administrative Services.

Other in person attendees included Park District residents Don Block, Stu Meacham, and Patricia Hatch.

Neil Strack and Brian Kesler from Architectural Expressions and Jean Flood of the League of Women's Voters were also electronically in attendance.

Call to Order

President Miller called the meeting to order at 5:31 p.m.

Comments from the Public

Mr. Don Block stated that the number of local pickleball players continues to grow as well as the need for stand-alone pickleball courts. Mr. Block commended the Board for considering the current accessible and visible location to construct a pickleball complex at Centennial Park and encouraged the Board to move forward with the development to meet the growing demand within the community.

President Miller asked Mr. Block his opinion about pickleball court fencing heights and interior perimeter fencing for individual courts. Mr. Block responded that perimeter fencing for the interior courts would be ideal.

New Business

1. Consideration of Bid from Petry-Kuhne for Construction of Centennial Park Pickleball Complex
Mr. Olson presented the report. He stated that Architectural Expressions had developed the bid project manual for construction and had organized the bid opening. Mr. Olson noted that the Park District had received only one bid for the project, from Petry Kuhne totaling \$947,790, which is twenty-six percent (26%) higher than project budget.

Discussion and clarifications ensued regarding potential options for proceeding with the project within budget. Mr. Strack shared four options to reduce the scope of the pickleball complex project and construction estimates. Discussion and clarifications ensued regarding the scope of the options, cost estimates, and amenity adjustments, reductions, or eliminations such as restrooms, parking, lighting, number of courts, and fencing.

Attorney Hall noted that the Board might accept or reject the bid and then revise the scope of the project to rebid it at a later date. He also stated the Board may be able to approve the current bid and then perhaps work with the contractor to address change orders to reduce the scope of the project, to accommodate budgetary concerns.

Commissioner McMahon made a motion to accept the bid from Petry Kuhne to construct a pickleball complex at Centennial Park as presented totaling \$947,790, to include a subsequent change order(s) reducing the scope of the project that are germane to original bid, and in the best interests of the Park District so as not to exceed the original budget of \$750,000 (i.e., eliminating the restroom facility and to include eight (8) total courts). The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: President Miller – yes; Commissioner Solon – yes; and Commissioner McMahon – yes. The motion passed 3-0.

Mr. Strack, Mr. Kesler, Mr. Block, Mr. Meacham, and Ms. Hatch departed the meeting at 6:04 p.m.

2. Approval Setting a Public Hearing on the Amended Budget and Appropriations Ordinance for Fiscal Year Ended April 30, 2022

Ms. Wallace reported that staff recommend the Board approve setting a public hearing on the amended budget and appropriations ordinance for fiscal year ended April 30, 2022. She stated that the budget amendment increases total revenues by \$931,607 and increases total expenditures by \$817,459, for a net overall change of \$114,148. The net increase of revenue is due to additional property taxes collected over the original discount rate used for budget purposes, along with an increase in donations received for the Martens Center project. Increases in expenditures are attributed to Martens Center construction plus changes in salaries due to the increase in the wage classifications and adjustments made for minimum wage increases.

Commissioner Solon asked whether the Park District had completed a budget amendment in the past. Ms. Wallace responded that a budget amendment was approved in 2017.

Commissioner Solon made a motion to approve setting a public hearing on the amended budget and appropriation ordinance for Wednesday, July 13, 2022 at 7:00 p.m. at the Bresnan Meeting Center to receive public comments. Ordinance No. 659, the amended budget and appropriation ordinance, is available at the Bresnan Meeting Center for public review. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner McMahon – yes; and President Miller – yes. The motion passed 3-0.

Discussion

President Miller tabled discussion regarding Ordinance 618 and the Board Policy Manual due to the excused absence of two (2) Commissioners.

FY23 Annual Operating Budget

Ms. Wallace presented the report. She highlighted charts that had been prepared for the Board to comparatively analyze the Park District's longitudinal and historical CPI, taxes, wages, and benefits data.

Discussion and clarifications ensued regarding delivery date of the budget book draft to the Board, the minimum time needed for the Board to review and comment about the budget book draft, the timeliness of the budget book process, and potential staffing and process solutions.

Commissioner Solon shared her appreciation for Ms. Wallace's efforts and encouraged staff to develop a timely budget process to ensure the Board has ample time to review the budget book.

Comments from Commissioners

None.

Executive Session

Commissioner Solon moved pursuant to the bases set forth below to convene into Executive Session. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Commissioner Solon – yes; President Miller – yes; and Commissioner McMahon - yes. The motion passed 3-0. 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.

Return to Regular Meeting

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

Adjourn

There being no further business to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner McMahon – yes; and President Miller – yes. The motion passed 3-0 and the meeting was adjourned at 6:49 p.m.

Approved:

Kevin J. Miller, President

Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: June 2, 2022

SUBJECT: Hazardous Communication Program

Background

The Champaign Park District participates in the Illinois Distinguished Agency program which is sponsored by the Illinois Association of Park Districts and the Illinois Park and Recreation Association. The goal of the Illinois Distinguished Accreditation program is to improve the delivery of recreation services to the residents of Illinois through a voluntary comprehensive evaluation process. The desired result is to improve the quality of life for Illinois residents and to recognize those agencies that provide this quality service.

The Champaign Park District went through the initial accreditation in 1999 and was recognized as a distinguished agency from 2000 to 2005. The Park District then was re-certified from 2006-2011, 2012-2017, and 2018-2023 and now the Park District has applied to participate in the accreditation process for 2024-2029.

The IAPD/IPRA accreditation process requires the Park District to develop and update a Hazardous Communications Program every 5 years to enhance the Park District's compliance with the Toxic Substances Disclosure Act (820 ILCS 255/1, *et seq.*). This program communicates to employees the hazards of chemicals and how to properly handle them in the workplace to keep themselves and everyone else safe.

Our current Hazardous Communications program was approved in 2017. Since then, there have been no new OSHA standards and staff feel, along with PDRMA, that our current program meets the requirements for a successful Hazardous Communications Program. Staff recommend only one update, specifically to job title, as noted by track changes within the document.

Recommended Action

Staff recommends review and approval of the Hazardous Communications Program, which will meet standard L.14.1(a) as required for Distinguished Agency accreditation.

Prepared by:

Joe Kearfott
Assistant Director of Administrative Services

Reviewed by:

Jarrod Scheunemann
Director of Administrative Services



CHAMPAIGN

PARK DISTRICT

**HAZARD
COMMUNICATION
PROGRAM**

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Introduction

The Champaign Park District (Park District) has developed a comprehensive Hazard Communication (Hazcom) program to ensure the Park District communicates to its employees hazards of chemicals information.

The Hazard Communication Standard requires the Park District to train its employees in the health and safety hazards of the chemicals in the workplace. A “hazardous chemical” is any chemical that is classified as a physical hazard or a health hazard, a simple asphyxiant, combustible dust, pyrophoric gas, or hazard not otherwise classified. A few examples of hazardous chemicals used in Park District operations include pool chemicals, custodial supplies, fuels, paints, pesticides, automotive products, compressed gases, and fertilizers.

The Park District Hazcom program applies to all work areas where employees have the potential to be exposed to chemicals during routine operations, non-routine tasks, and chemical-spill emergencies. The Hazcom program consists of five basic elements listed below:

- Written Hazcom program.
- Inventory of hazardous chemical products.
- Inventory of Safety Data Sheets.
- Labeling procedure for hazardous material containers.
- Hazcom employee training program.

It is Park District policy to provide employees a safe and healthy work environment. It is also a management objective to maintain an effective Hazcom program consistent with federal, state, and local health and safety regulations. To attain this objective, all Park District employees must include Hazcom compliance as an essential consideration in all phases of their work. The Park District Hazcom program is a cooperative effort between management and employees.

Approved
Approved

6/16/17

Hazard Communication Program Coordinator

Date

Definitions

Health Hazard

A chemical classified as posing one of the following hazardous effects:

- Acute toxicity (any route of exposure).
- Skin corrosion or irritation.
- Serious eye damage or eye irritation.
- Respiratory or skin sensitization.
- Germ cell mutagenicity.
- Carcinogenicity.
- Reproductive toxicity.
- Specific-target organ toxicity (single or repeated exposure).
- Aspiration hazard.

The criteria for determining whether a chemical is classified as a health hazard are listed in Appendix A of this document and in OSHA standard §1910.1200, Appendix A – Health Hazard Criteria.

Label

An appropriate group of written, printed or graphic information elements (pictogram, hazard statement, signal word and precautionary statement) concerning a hazardous chemical that is affixed to, printed on, or attached to the container that holds the hazardous chemical or to the outside packaging.

Safety Data Sheet (SDS)

Written or printed material concerning a hazardous chemical prepared in accordance with OSHA 1900.1200(g).

Physical Hazard

A chemical classified as posing one of the following hazardous effects:

- Explosive.
- Flammable (gases, aerosols, liquids, or solids).
- Oxidizer (liquid, solid or gas).
- Self-reactive.
- Pyrophoric (liquid or solid).
- Self-heating.
- Organic peroxide.
- Corrosive to metal.
- Gas under pressure.
- In contact with water, emits flammable gas.

The criteria for determining whether a chemical is classified as a physical hazard are listed in Appendix A of this document and in OSHA standard §1910.1200, Appendix B—Physical Hazard Criteria.

Substance

Chemical elements and their compounds in the natural state or obtained by any production process, including any additive necessary to preserve the stability of the product and any impurities deriving from

the process used, but excluding any solvent that may be separated without affecting the stability of the substance or changing its composition.

Written Hazcom Program

Director

- Designates a Hazcom coordinator for Park District operations.
- Approves the written Hazcom program.
- Ensures workplace compliance with the written Hazcom program.

Assistant Director of Administrative Services or Risk Manager (can also assume role as Hazcom Program Coordinator)

- Maintains an inventory of all hazardous substances used or stored in the workplace.
- Maintains an SDS file/binder for inventoried hazardous substances.
- Trains new employees on specific hazards and safety precautions for hazardous substances. Trains all employees on hazards of newly introduced chemical products. Examples of this specific training include:
 - Personal protective equipment to be worn.
 - Health and physical hazards of each chemical product.
 - Review of the Park District written Hazcom program.
- Maintains Hazcom training documentation.
- Ensures all chemical containers have proper labeling.

Employees

- Follow all chemical safety procedures applicable to their job tasks. If unsure of proper procedures, request instructions from manager/supervisor.
- Report to manager or supervisor any unsafe or potentially unsafe chemical safety problems or issues. Chemical safety suggestions to management are encouraged.

Hazcom Program Coordinator

- Coordinates Hazcom Standard compliance activities.
- Maintains an up-to-date hazardous substance inventory for all departments.
- Requests current SDS directly from chemical manufacturers and suppliers.
- Posts in a conspicuous place a list of all hazardous substances present at that location and a notice of where additional information concerning those substances is available.
- Ensures area managers and supervisors are aware of their Hazcom program functional responsibilities.
- Ensures managers and supervisors are aware of hazardous chemical container labeling requirements.
- Maintains a copy of the OSHA Hazard Communication Standard.

The following sections briefly highlight the policies and regulatory compliance program of Park District concerning hazardous chemicals in the workplace.

Labeling

Park District is responsible for maintaining the labels on the containers, including, but not limited to, tanks, totes, and drums. Each container of hazardous material in the work place must be labeled with

the identity of the product and the appropriate hazard warnings. This means labels must be maintained on chemicals in a manner that continues to be legible and the pertinent information (such as the hazards and directions for use) does not get defaced (i.e., fade, get washed off) or removed in any way. The Park District will re-label containers if labels are removed or defaced. As a general rule, the label provided by the supplier of the product is sufficient. Re-labeling becomes necessary if a product is transferred to an unlabeled container for intermediate or long-term storage. Containers holding 10 gallons or less, intended for the immediate use of the employee filling the container, are exempt from the labeling requirements.

Pipes, vats, and other fixed containers must also have their contents identified. Batch tickets, tags, placards, or other equally effective means of labeling may be used. Please see Appendix A for further information on labeling requirements.

Safety Data Sheets (SDS)

Obtain SDS from suppliers for all chemicals used within the operations. All employees should be trained on what an SDS is and where they are located (usually in a file/binder). The SDS file/binder should be placed at locations for specific chemical use; i.e., pool chemicals are found at the pool facility; custodial supplies in or near the janitor's office; automotive products in the shop office; and so forth.

Employees have the right to obtain SDS for each hazardous material in the work place. SDS must be available to employees and former employees for at least 30 years after the material is no longer used, produced, or stored on the work site. Please see Appendix B for further information on how to read and understand an SDS.

Chemical Inventories

An inventory of chemical products used or stored is maintained by each area manager and supervisor and posted in each work area. The Hazcom Coordinator maintains a master inventory of all chemical products used or stored within the facility. All inventories are updated as new chemicals are introduced or old chemicals phased out. Updated inventories are posted and copies provided to the Hazcom Coordinator, noting new chemical additions.

Employee Information and Training

Employees are trained during orientation when first hired and annually thereafter. Employees are also trained whenever any new chemical hazard is introduced in the workplace because of process change or job transfer. The Park District training focuses on the following subjects:

- Details of the written Hazard Communication program, including how employees can obtain copies of the plan and use detailed information on chemical hazards (physical and health effects of the substances, signs and symptoms of overexposure).
- Methods used to identify locations of hazardous chemicals in the workplace and how to detect their presence. Also, how to lessen or prevent overexposure to these hazardous substances.

- Steps employees should take to protect themselves from chemical hazards, including appropriate work practices, personal protective equipment, and emergency procedures for spills and leaks and possible exposures.
- Explanations of the labeling system and Safety Data Sheets.

Documentation: Training records for all employees trained is retained for review by outside regulatory agencies. The training records should be kept on file following the annual training and whenever a new chemical is introduced in the workplace. All training records should be retained for the length of employment. If an employee is exposed to a toxic chemical and receives medical treatment, the medical records should be kept on file for 30 years past employment.

Non-routine Tasks and Emergencies: Employees who may be involved with non-routine tasks and emergency situations will be trained regarding special chemical hazards. Records will document this training. Some examples of non-routine tasks include acid washing a pool, resurfacing a gym floor, and stripping/waxing a tile floor. Emergency situations refer primarily to response to accidental chemical spills and leaks.

Notification and Information

On-site Contractors

On-site contractors shall be informed of chemical hazards to which their employees could possibly be exposed while working at Park District. The Hazcom coordinator has the responsibility for making available to contractors and their subcontractors information normally available to Park District employees. Contractors and subcontractors are responsible for training their own employees on Hazcom.

Park District Employee Information

All employees, or their designated representatives, may obtain further information on the Hazcom program, chemical inventory lists, SDS, and the OSHA Hazard Communication Standard by contacting the Park District Hazcom coordinator.

Appendix A – Labeling Requirements

It is the policy of Park District that no container of hazardous chemicals be released for use without the following label information:

- Product identifier – Name or number used for a hazardous chemical on a label or in the SDS. It provides a unique means by which the employee can identify the chemical.
- Signal word – Word used to indicate the relative level of severity of hazard and alert the employee to a potential hazard on the label. The signal words used in this section are "danger" and "warning." Danger is used for the more severe hazards, while warning is used for the less severe.
- Pictogram – Composition that may include a symbol plus other graphic elements, such as a border, background pattern, or color, intended to convey specific information about the hazards of a chemical. Eight pictograms are designated under the Hazcom standard for application to a hazard category.
- Hazard statement – Statement assigned to a hazard class and category that describes the nature of the hazard(s) of a chemical including, where appropriate, the degree of hazard.
- Precautionary statement(s) – Phrase that describes recommended measures that should be taken to minimize or prevent adverse effects resulting from exposure to a hazardous chemical or improper storage or handling.
- Name, address and phone number of the chemical manufacturer, distributor or importer.

Hazard Communication Standard Pictogram

As of June 1, 2015, the Hazard Communication Standard (HCS) will require pictograms on labels to alert users of the chemical hazards to which they may be exposed. Each pictogram consists of a symbol on a white background framed within a red border and represents a distinct hazard(s). The pictogram on the label is determined by the chemical hazard classification.

HCS Pictograms and Hazards		
Health Hazard  <ul style="list-style-type: none"> ▪ Carcinogen ▪ Mutagenicity ▪ Reproductive Toxicity ▪ Respiratory Sensitizer ▪ Target Organ Toxicity ▪ Aspiration Toxicity 	Flame  <ul style="list-style-type: none"> ▪ Flammables ▪ Pyrophorics ▪ Self-Heating ▪ Emits Flammable Gas ▪ Self-Reactives ▪ Organic Peroxides 	Exclamation Mark  <ul style="list-style-type: none"> ▪ Irritant (skin and eye) ▪ Skin Sensitizer ▪ Acute Toxicity ▪ Narcotic Effects ▪ Respiratory Tract Irritant ▪ Hazardous to Ozone Layer (Non-Mandatory)
Gas Cylinder  <ul style="list-style-type: none"> ▪ Gases Under Pressure 	Corrosion  <ul style="list-style-type: none"> ▪ Skin Corrosion/Burns ▪ Eye Damage ▪ Corrosive to Metals 	Exploding Bomb  <ul style="list-style-type: none"> ▪ Explosives ▪ Self-Reactives ▪ Organic Peroxides
Flame Over Circle  <ul style="list-style-type: none"> ▪ Oxidizers 	Environment (Non-Mandatory)  <ul style="list-style-type: none"> ▪ Aquatic Toxicity 	Skull and Crossbones  <ul style="list-style-type: none"> ▪ Acute Toxicity (fatal or toxic)

SAMPLE LABEL	
<p style="text-align: center;">PRODUCT IDENTIFIER</p> <p>CODE _____</p> <p>Product Name _____</p> <p style="text-align: center;">SUPPLIER IDENTIFICATION</p> <p>Company Name _____</p> <p>Street Address _____</p> <p>City _____ State _____</p> <p>Postal Code _____ Country _____</p> <p>Emergency Phone Number _____</p> <p style="text-align: center;">PRECAUTIONARY STATEMENTS</p> <p>Keep container tightly closed. Store in cool, well ventilated place that is locked. Keep away from heat/sparks/open flame. No smoking. Only use non-sparking tools. Use explosion-proof electrical equipment. Take precautionary measure against static discharge. Ground and bond container and receiving equipment. Do not breathe vapors. Wear Protective gloves. Do not eat, drink or smoke when using this product. Wash hands thoroughly after handling. Dispose of in accordance with local, regional, national, international regulations as specified.</p> <p>In Case of Fire: use dry chemical (BC) or Carbon dioxide (CO₂) fire extinguisher to extinguish.</p> <p>First Aid If exposed call Poison Center. If on skin (on hair): Take off immediately any contaminated clothing. Rinse skin with water.</p>	<p style="text-align: center;">HAZARD PICTOGRAMS</p> <div style="text-align: center;">  </div> <p style="text-align: center;">SIGNAL WORD Danger</p> <p style="text-align: center;">HAZARD STATEMENT Highly flammable liquid and vapor. May cause liver and kidney damage.</p> <p style="text-align: center;">SUPPLEMENTAL INFORMATION</p> <p>Directions for use</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Fill weight: _____ Lot Number _____</p> <p>Gross weight: _____ Fill Date: _____</p> <p>Expiration Date: _____</p>

The Safety Coordinator has this responsibility. If at any time the hazardous material was not received with the above information, or the hazardous material is transferred to another carton/container/drum, the hazardous material will receive a warning label.

The warning label should be an extra copy of the original manufacturer's label or a generic label. If you use a generic label, the label should contain all graphic and information elements required by the Hazcom standard.

All agency employees need to be aware of the hazard classifications as defined by OSHA. The classifications are divided into Health and Physical Hazards. §1910.1200 (Appendix A & B)

Health Hazards

Acute toxicity refers to those adverse effects that occur following oral or dermal administration of a single dose of a substance, or multiple doses given within 24 hours, or an inhalation exposure of four hours.

Skin corrosion/irritation is the production of irreversible damage to the skin; namely, visible necrosis through the epidermis and into the dermis. Corrosive reactions are typified by ulcers, bleeding, bloody scabs, discoloration due to blanching of the skin, complete areas of alopecia, and scars. *Skin irritation* is the production of reversible damage to the skin following contact with a substance.

Serious eye damage/irritation is the production of tissue damage in the eye, or serious physical decay of vision, following exposure to a substance to the anterior surface of the eye. *Eye irritation* is the production of changes in the eye following exposure to a substance to the anterior surface of the eye.

Respiratory sensitizer/Skin sensitizer means a chemical leads to hypersensitivity of the airways following inhalation of the chemical. *Skin sensitizer* means a chemical leads to an allergic response following skin contact.

Mutation/Genotoxic/Genotoxicity is a permanent change in the amount or structure of the genetic material in a cell. This hazard class is primarily concerned with chemicals that may cause mutations in the germ cells of humans that can be transmitted to the progeny.

Carcinogen means a substance or a mixture of substances that induce cancer or increase its incidence.

Reproductive toxicity includes *adverse effects on sexual function and fertility* in adult males and females, as well as *adverse effects on development of the offspring*. *Adverse effects on sexual function and fertility* means any effect of chemicals that interferes with reproductive ability or sexual capacity.

Specific target organ toxicity – single exposure, (STOT-SE) means specific, non-lethal target organ toxicity arising from a single exposure to a chemical. Specific target organ toxicity can occur by any route relevant for humans, i.e., principally oral, dermal or inhalation.

Specific target organ toxicity – repeated exposure (STOT-RE) means specific target organ toxicity arising from repeated exposure to a substance or mixture.

Specific target organ toxicity can occur by any route relevant for humans, e.g., principally oral, dermal or inhalation.

Aspiration means the entry of a liquid or solid chemical directly through the oral or nasal cavity, or indirectly from vomiting, into the trachea and lower respiratory system. Aspiration toxicity includes severe acute effects such as chemical pneumonia, varying degrees of pulmonary injury or death following aspiration.

Physical Hazards

Explosive/pyrotechnic chemicals is a solid or liquid chemical that is, in itself, capable by chemical reaction of producing gas at such a temperature and pressure and at such a speed as to cause damage to the surroundings.

Flammable gas means a gas having a flammable range with air at 20°C (68°F) and a standard pressure of 101.3 kPa (14.7 psi).

Flammable aerosol means any non-refillable receptacle containing a gas compressed, liquefied or dissolved under pressure, and fitted with a release device allowing the contents to be ejected as particles in suspension in a gas, or as a foam, paste, powder, liquid or gas.

Oxidizing gas means any gas which may, generally by providing oxygen, cause or contribute to the combustion of other material more than air does.

Gases under pressure are gases which are contained in a receptacle at a pressure of 200 kPa (29 psi) (gauge) or more, or which are liquefied, or liquefied and refrigerated. They comprise compressed gases, liquefied gases, dissolved gases and refrigerated liquefied gases.

Flammable liquid means a liquid having a flash point of not more than 93°C (199.4°F).

Flash point means the minimum temperature at which a liquid gives off vapor in sufficient concentration to form an ignitable mixture with air near the surface of the liquid.

Flammable solid means a solid that is a readily combustible solid or that may cause or contribute to fire through friction.

Readily combustible solids are powdered, granular, or pasty chemicals that are dangerous if they can be easily ignited by brief contact with an ignition source, such as a burning match, and if the flame spreads rapidly.

Self-reactive chemicals are thermally unstable liquid or solid chemicals liable to undergo a strongly exothermic decomposition even without participation of oxygen (air). This definition excludes chemicals classified under this section as explosives, organic peroxides, oxidizing liquids or oxidizing solids. A self-reactive chemical possesses explosive properties when in laboratory testing the formulation is liable to detonate, to deflagrate rapidly or to show a violent effect when heated under confinement.

Pyrophoric liquid/solid means a liquid, which even in small quantities, is liable to ignite within five minutes after coming into contact with air. *Pyrophoric solid* means a solid, which even in small quantities, is liable to ignite within five minutes after coming into contact with air.

A *self-heating chemical* is a solid or liquid chemical, other than a pyrophoric liquid or solid, which, by reaction with air and without energy supply, is liable to self-heat; this chemical differs from a pyrophoric liquid or solid in that it will ignite only when in large amounts (kilograms) and after long periods of time (hours or days). Self-heating of a substance or mixture is a process where the gradual reaction of that substance or mixture with oxygen (in air) generates heat. If the rate of heat production exceeds the rate of

heat loss, then the temperature of the substance or mixture will rise and which, after an induction time, may lead to self-ignition and combustion.

Chemicals, which in contact with water, emit flammable gases are solid or liquid chemicals, which by interaction with water, are liable to become spontaneously flammable or to give off flammable gases in dangerous quantities.

Oxidizing liquid/solid means a liquid, which in itself is not necessarily combustible, can, generally by yielding oxygen, cause, or contribute to, the combustion of other material. *Oxidizing solid* means a solid, which in itself is not necessarily combustible, can, generally by yielding oxygen, cause, or contribute to, the combustion of other material.

Organic peroxides are thermally unstable chemicals, which may undergo exothermic self-accelerating decomposition and may have one or more of the following properties: be liable to explosive decomposition; burn rapidly; be sensitive to impact or friction; or react dangerously with other substances.

A chemical that is corrosive to metals means a chemical that by chemical action materially damages, or even destroys, metals.

Appendix B - How to Read a Safety Data Sheet

The SDS is the primary document by which health and safety information is provided by the manufacturer to the distributor and ultimately to the worker using the product. The SDS may be in any format and may vary greatly in length, but all must contain the following information:

Section 1: Identification

This section identifies the chemical on the SDS as well as the recommended uses. It also provides the essential contact information of the supplier. The required information consists of the product identifier used on the label and any other common names or synonyms by which the substance is known; name, address, phone number of the manufacturer, importer, or other responsible party, and an emergency phone number; recommended use of the chemical (e.g., a brief description of what it actually does, such as flame retardant); and any restrictions on use (including recommendations given by the supplier).

Section 2: Hazard(s) Identification

This section identifies the hazards of the chemical presented on the SDS and the appropriate warning information associated with those hazards. The required information consists of:

- The hazard classification of the chemical (e.g., flammable liquid).
- Signal word.
- Hazard statement(s).
- Pictograms (the pictograms or hazard symbols may be presented as graphical reproductions of the symbols in black and white or be a description of the name of the symbol (e.g., skull and crossbones, flame).
- Precautionary statement(s).
- Description of any hazards not otherwise classified.
- For a mixture that contains an ingredient(s) with unknown toxicity, a statement describing how much (percentage) of the mixture consists of ingredient(s) with unknown acute toxicity. Please note this is a total percentage of the mixture and not tied to the individual ingredient(s).

Section 3: Composition/Information on Ingredients

This section identifies the ingredient(s) contained in the product indicated on the SDS, including impurities and stabilizing additives. It also includes information on substances, mixtures, and all chemicals where a trade secret is claimed. The required information consists of:

Substances

- Chemical name.
- Common name and synonyms.
- Chemical Abstracts Service (CAS) number and other unique identifiers.
- Impurities and stabilizing additives, which are classified and contribute to the classification of the chemical.

Mixtures

Same information required for substances.

- The chemical name and concentration (i.e., exact percentage) of all ingredients classified as health hazards and that are:
 - Present above their cut-off/concentration limits.

- Present a health risk below the cut-off/concentration limits.
- The concentration (exact percentages) of each ingredient must be specified except concentration ranges may be used in the following situations:
 - Trade secret claim is made,
 - There is batch-to-batch variation.
 - SDS used for a group of substantially similar mixtures.

Chemicals where a trade secret is claimed:

A statement that the specific chemical identity and/or exact percentage (concentration) of composition has been withheld as a trade secret is required.

Section 4: First-aid Measures

This section describes the initial care to be given by untrained responders to an individual who has been exposed to the chemical. The required information consists of:

- Necessary first-aid instructions by relevant routes of exposure (inhalation, skin and eye contact, and ingestion).
- Description of the most important symptoms, or effects, and any acute or delayed symptoms.
- Recommendations for immediate medical care and special treatment needed, when necessary.

Section 5: Fire-fighting Measures

This section provides recommendations for fighting a fire caused by the chemical. The required information consists of:

- Recommendations of suitable extinguishing equipment and information about extinguishing equipment that is not appropriate for a particular situation.
- Advice on specific hazards that develop from the chemical during the fire, such as any hazardous combustion products created when the chemical burns.
- Recommendations on special protective equipment or precautions for firefighters.

Section 6: Accidental Release Measures

This section provides recommendations on the appropriate response to spills, leaks or releases, including containment and cleanup practices to prevent or minimize exposure to people, properties or the environment. It may also include recommendations distinguishing between responses for large and small spills where the spill volume has a significant impact on the hazard. The required information may consist of recommendations for:

- Use of personal precautions (such as removal of ignition sources or providing sufficient ventilation) and protective equipment to prevent the contamination of skin, eyes and clothing.
- Emergency procedures, including instructions for evacuations, consulting experts when needed, and appropriate protective clothing.
- Methods and materials used for containment (e.g., covering the drains and capping procedures).
- Cleanup procedures (e.g., appropriate techniques for neutralization, decontamination, cleaning or vacuuming; adsorbent materials; and/or equipment required for containment/clean up)

Section 7: Handling and Storage

This section provides guidance on the safe handling practices and conditions for safe storage of chemicals. The required information consists of:

- Precautions for safe handling, including recommendations for handling incompatible chemicals, minimizing the release of the chemical into the environment, and providing advice on general hygiene practices (e.g., eating, drinking, and smoking in work areas is prohibited).
- Recommendations on the conditions for safe storage, including any incompatibilities. Provide advice on specific storage requirements (e.g., ventilation requirements)

Section 8: Exposure Controls/Personal Protection

This section indicates the exposure limits, engineering controls, and personal protective measures to us to minimize worker exposure. The required information consists of:

- OSHA Permissible Exposure Limits (PELs), American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Values (TLVs), and any other exposure limit used or recommended by the chemical manufacturer, importer or employer preparing the safety data sheet, where available.
- Appropriate engineering controls (e.g., use local exhaust ventilation, or use only in an enclosed system).
- Recommendations for personal protective measures to prevent illness or injury from exposure to chemicals, such as personal protective equipment (PPE) (e.g., appropriate types of eye, face, skin or respiratory protection needed based on hazards and potential exposure).
- Any special requirements for PPE, protective clothing or respirators (e.g., type of glove material, such as PVC or nitrile rubber gloves, and breakthrough time of the glove material).

Section 9: Physical and Chemical Properties

This section identifies physical and chemical properties associated with the substance or mixture. The minimum required information consists of:

- Appearance (physical state, color, etc.).
- Upper/lower flammability or explosive limits.
- Odor.
- Vapor pressure.
- Odor threshold.
- Vapor density.
- pH.
- Relative density.
- Melting point/freezing point.
- Solubility(ies).
- Initial boiling point and boiling range.
- Flash point.
- Evaporation rate.
- Flammability (solid, gas).
- Upper/lower flammability or explosive limits.
- Vapor pressure.
- Vapor density.

- Relative density.
- Solubility(ies).
- Partition coefficient: n-octanol/water.
- Auto-ignition temperature.
- Decomposition temperature.
- Viscosity.

The SDS may not contain every item on the above list because information may not be relevant or is not available. When this occurs, a notation to that effect must be made for that chemical property.

Manufacturers may also add other relevant properties, such as the dust deflagration index (Kst) for combustible dust, used to evaluate a dust's explosive potential.

Section 10: Stability and Reactivity

This section describes the reactivity hazards of the chemical and the chemical stability information. This section is broken into three parts: reactivity, chemical stability, and other. The required information consists of:

Reactivity

- Description of the specific test data for the chemical(s). This data can be for a class or family of the chemical if such data adequately represent the anticipated hazard of the chemical(s), where available.

Chemical stability

- Indication of whether the chemical is stable or unstable under normal ambient temperature and conditions while in storage and being handled.
- Description of any stabilizers needed to maintain chemical stability.
- Indication of any safety issues that may arise should the product change in physical appearance.

Other

- Indication of the possibility of hazardous reactions, including a statement about whether the chemical will react or polymerize, which could release excess pressure or heat, or create other hazardous conditions. Also, a description of the conditions under which hazardous reactions may occur.
- List of all conditions to avoid (e.g., static discharge, shock, vibrations, or environmental conditions that may lead to hazardous conditions).
- List of all classes of incompatible materials (e.g., classes of chemicals or specific substances) with which the chemical could react to produce a hazardous situation.
- List of any known or anticipated hazardous decomposition products produced because of use, storage or heating. (Include hazardous combustion products in Section 5 (Fire-Fighting Measures) of the SDS.)

Section 11: Toxicological Information

This section identifies toxicological and health effects information or indicates such data is not available. The required information consists of:

- Information on likely routes of exposure (inhalation, ingestion, skin and eye contact). The SDS should indicate if the information is unknown.

- Description of the delayed, immediate or chronic effects from short- and long-term exposure.
- Numerical measures of toxicity (e.g., acute toxicity estimates such as the LD50 (median lethal dose). Estimated amount [of a substance] expected to kill 50 percent of test animals in a single dose.
- Description of the symptoms. This description includes the symptoms associated with exposure to the chemical from the least to the most severe exposure.
- Indication of whether the chemical is listed in the National Toxicology Program (NTP) Report on Carcinogens (latest edition) or has been found to be a potential carcinogen in the International Agency for Research on Cancer (IARC) Monographs (latest editions) or found to be a potential carcinogen by OSHA.

Section 12: Ecological Information (non-mandatory)

This section provides information to evaluate the environmental impact of the chemical(s) if released in the environment. The information may include:

- Data from toxicity tests performed on aquatic and/or terrestrial organisms, where available (e.g., acute or chronic aquatic toxicity data for fish, algae, crustaceans, and other plants; toxicity data on birds, bees, plants).
- Whether there is a potential for the chemical to persist and degrade in the environment either through biodegradation or other processes, such as oxidation or hydrolysis.
- Results of tests of bioaccumulation potential, making reference to the octanol-water partition coefficient (K_{ow}) and the bioconcentration factor (BCF), where available.
- The potential for a substance to move from the soil to the groundwater (indicate results from adsorption studies or leaching studies).
- Other adverse effects (e.g., environmental fate, ozone layer depletion potential, photochemical ozone creation potential, endocrine disrupting potential, and/or global warming potential).

Section 13: Disposal Considerations (non-mandatory)

This section provides guidance on proper disposal practices, recycling or reclamation of the chemical(s) or its container, and safe handling practices. To minimize exposure, this section should also refer the reader to Section 8 (Exposure Controls/Personal Protection) of the SDS. The information may include:

- Description of appropriate disposal containers to use.
- Recommendations of appropriate disposal methods to employ.
- Description of the physical and chemical properties that may affect disposal activities.
- Language discouraging sewage disposal.
- Any special precautions for landfills or incineration activities

Section 14: Transport Information (non-mandatory)

This section provides guidance on classification information for shipping and transporting of hazardous chemical(s) by road, air, rail or sea. The information may include:

- UN number (i.e., four-figure identification number of the substance)¹.
- UN proper shipping name.
- Transport hazard class(es).
- Packing group number, if applicable, based on the degree of hazard.

- Environmental hazards (e.g., identify if it is a marine pollutant according to the International Maritime Dangerous Goods Code (IMDG Code)).
- Guidance on transport in bulk (according to Annex II of MARPOL 73/783 and the International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk (International Bulk Chemical Code (IBC Code))).

Any special precautions that employees should be aware of or need to comply with, in connection with transport or conveyance either within or outside their premises (indicate when information is not available).

Section 15: Regulatory Information (non-mandatory)

This section identifies the safety, health and environmental regulations specific for the product that are not indicated anywhere else on the SDS. The information may include:

- Any national and/or regional regulatory information of the chemical or mixtures (including any OSHA, Department of Transportation, Environmental Protection Agency, or Consumer Product Safety Commission regulations).

Section 16: Other Information

This section indicates when the SDS was prepared or when the last known revision was made. The SDS may also state what changes were made to the previous version. You may wish to contact the supplier for an explanation of the changes. Other useful information also may be included here.

Appendix C – Effective Dates

The table below summarizes the phase-in dates required under the revised Hazard Communication Standard (HCS):

Effective Completion Date	Requirement(s)	Who
December 1, 2013	Train employees on the new label elements and safety data sheet (SDS) format.	Employers (agencies)
June 1, 2015 December 1, 2015	Compliance with all modified provisions of this final rule, except: The Distributor shall not ship containers labeled by the chemical manufacturer or importer unless it is a GHS label	Chemical manufacturers, importers, distributors and employers
June 1, 2016	Update alternative workplace labeling and hazard communication program as necessary, and provide additional employee training for newly identified physical or health hazards.	Employers (agencies)
Transition period to the effective completion dates noted above	May comply with either 29 CFR 1910.1200 (the final standard), the current standard, or both	Chemical manufacturers, importers, distributors, and employers (agencies)



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: June 8, 2022

SUBJECT: Playground Surfacing Mulch Bid

Background

This is a bid for the purchase of Playground Surfacing Mulch for the 2022/2023 fiscal year. This material is used within playgrounds as safety surfacing. This is a routine maintenance practice done yearly to assure adequate fall protection for playground users.

An invitation to bid was published in *The News-Gazette* and bids were opened and read aloud on Tuesday, May 31, 2022. The results are as follows:

BIDDER	BASE BID
J & L Morris Trucking, LLC., Fithian, IL	\$18.25/cu. Yd.
Stillwater Enterprises, Effingham, IL	\$18.40/cu. Yd.

Prior Board Action

The Park Board has approved this expenditure each fiscal year as part of the Capital Improvement Plan.

Previous year's bids:

Year	Distributor	Base Bid/Cu. Yd.
2021	J & L Morris Trucking	\$17.50
2020	J & L Morris Trucking	\$17.50
2019	Stillwater Mulch, Inc.	\$17.90
2018	J & L Morris Trucking	\$16.30

Budget Impact

\$37,000 has been budgeted in the 2022/2023 Capital Budget for Playground Surfacing (FIBAR), which will allow for approximately 2,027 cubic yards to be purchased over the year.

Recommended Action

Staff recommends accepting the low, responsible bid and authorizing the Executive Director to purchase playground surfacing (Fibar) from J & L Morris Trucking at a bid price of \$18.25 per cubic yard.

Prepared by:

Daniel J. Olson
Director of Operations

Reviewed by:

Joe DeLuce
Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: June 8, 2021

SUBJECT: Community Matters Agreement with City of Champaign

Background

The Park District has been partnering with City of Champaign Neighborhood Services, the City of Champaign Police Department as well as other Community Partners since the summer of 2007 to address youth involvement with various criminal incidents in the Garden Hills area. Over the years, the Park District has partnered and assisted by providing recreation activities as an alternative to criminal activities for these young people.

The Park District responded by creating a series of events and activities on six Thursday nights throughout the summer. Summer Thrills at Garden Hills was created as a series of special events for all ages. These events included movie nights, concerts, sports activities, and a variety of other fun events. The response from the neighborhood was fantastic and as a result they requested more activities and events in the park.

The Garden Hills area (West of Prospect Avenue, South of Bloomington Road, East of Mattis Avenue and North of Bradley Avenue) currently has over 700 students in elementary, middle school, and high school. There is minimal park space or accessible indoor recreation opportunities for the youth of this area.

The City of Champaign, Champaign Unit 4 Schools, and the Park District discussed various possibilities and came up with an idea to create year-round programming for the Garden Hills residents based out of the Garden Hills Elementary School and park. A committee of staff members from the City, Unit 4, the United Way of Champaign County, and Park District met to create a pilot year-round program that met the needs of residents of the Garden Hills community.

City officials have been very pleased with the success of the programs offered during the past fourteen (14) years for the Garden Hills, Bristol Place Neighborhoods and Douglass Park. The programs have been win-win partnerships for the City, Park District, and Unit 4. The residents also are very excited about continuing the programs and have voiced their support.

During the summer of 2021, this annual agreement assisted in the Park District's efforts to provide summer activities for ninety-four (94) children/youth from the targeted areas of Bristol, Garden Hills, and Douglass Park for in-person programming.

Proposal for the Summer 2022 - Summer Youth Program (formerly called Camps)

The Champaign Park District has requested funding through the Community Matters grant program for the 2022-2023 fiscal year in the following ways:

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.

- Twelve (12) total spots per week for our Douglass Summer Youth Program at the Douglass Community Center for the last five (5) weeks of camp for this summer and thirty (30) total spots for the first five (5) weeks of FY23 (*tentatively set for May 29, 2023 to June 30, 2023*) for a total of ten (10) weeks.

Douglass' Summer Youth Program is designed for youth ages six (6) to twelve (12). Summer 2022 camp dates are scheduled for May 31, 2022 – August 5, 2022. The Summer Youth Program runs Monday through Friday, 7:30am-5:30pm.

Weekly themes are provided and activities will be adjusted to continue to provide social distancing within the program as a continued safety measure. Thorough daily cleaning and disinfecting schedules for our SYP sites are still in place.

Budget Impact

The City will provide funding through the Community Development Block Grant (CDBG) for the summer day camp programs at Douglass Park in the amount of \$14,130.00 (*\$8,950.00 in 2021*) from July 1, 2022 through June 30, 2023.

Recommended Action

Staff recommends approval of the Subrecipient Agreement between the City of Champaign and the Park District for the Community Matters Program. The term of the agreement is from July 1, 2022 through June 30, 2023.

Prepared by:

Reviewed by:

Jameel Jones, CGSP
Director of Recreation

Joe DeLuce, CPRP
Executive Director



TO: CDBG Subrecipients
FROM: Janel Gomez
DATE: 5/20/2022
SUBJECT: CDBG Subrecipient Contract

Enclosed are the contract documents for the FY 2022/23 CDBG CommUnity Matters Program between your agency and the City of Champaign. Please review, execute, and return the following items:

1. **B-3 Contract for Professional or Consulting Services.** This item should be signed on page 1 and attested by someone who witnesses the signature.
2. **Exhibit A:** Subrecipient Agreement between the City and your agency. This item should be dated and signed on the last page and attested by someone who witnesses the signature.
3. **CDAP Good Faith Effort Form:** Please complete section 1, write a response to the question prompts (you may attach additional pages to the form), and sign on page 2.
4. **Disclosure Affidavit.** This form ensures no conflict of interest between the City and your agency. The appropriate section must be filled out, signed and **notarized** on the final page. We have notaries available in Neighborhood Services if needed.
5. **Dual Representation Affidavit.** This document sets standards for the City to address dual representation when it exists.
6. **Revised Budget.** Please include a line item budget that reflects your contract total.
7. Please attach your agency's current **Certificate of Insurance (COI)** with the City of Champaign listed as an additional insured party.

Please review all documents before signing. Complete and sign all documents for return to our office no later than June 17, 2022. You can drop the contracts off at the City Building or arrange to have them picked up at your convenience, please call me to arrange.

One FINAL Note, I will be out of the office between May 30 – June 14. If you have questions or need assistance with your contract, Betsy Barclay is helping with contracts in my absence. Jennifer Carlson, my supervisor, is also available to assist you. Both are available by phone at 403-7070. Please contact us if you have any questions.

Thank You!

Janel Gomez, Community Development Specialist
403-7070 | janel.gomez@champaignil.gov

CONTRACT FOR PROFESSIONAL OR CONSULTING SERVICES

Services Requested: CommUnity Matters Summer Youth Program	
Date of Contract:	
CITY:	SERVICE PROVIDER:
BY: _____ City Manager	Champaign Park District
ATTEST: _____ City Clerk	BY: _____ Printed Name: Joe Delluce Print Title: Executive Director
COUNCIL BILL #: _____ DATE APPROVED BY COUNCIL: _____	ATTEST: _____ Title:
Department: Neighborhood Services Department	Contact: Jennifer Carlson
APPROVED AS TO FORM:	

CONDITIONS

1. **Scope of Services.** The Service Provider shall perform the work described in Exhibit "A", attached hereto and incorporated herein, which is a Scope of Work dated July 1, 2022.
2. **Contract Documents.** In addition to this document, the "Contract" shall include:
 - A. The Invitation to Bid or Request for Proposals, Quotes, or Qualifications and any addenda;
 - B. Specifications and any addenda;
 - C. Disclosure Affidavit;
 - D. Dual Representation Affidavit; **APPLICABLE TO THIS CONTRACT**
 - E. Affirmative Action Certificate or Certificate from the Equity and Engagement Department, (217-403-8830); **NOT APPLICABLE TO THIS CONTRACT**
 - F. CDAP Utilization/Good Faith Efforts Form; **APPLICABLE TO THIS CONTRACT**
 - G. Completed Bid or Proposal Form;
 - H. Insurance forms (See Section 6);
 - I. Vendor's bid, proposal, scope of work, or quote to the extent not inconsistent with all other Contract Documents;
 - J. Validly executed change orders.

In case of conflict, the more specific shall control over the more general.

3. **Payment.** The Service Provider shall be compensated at the rate(s) **Fourteen Thousand One Hundred and Thirty and 00/100 Dollars** with a total not-to-exceed amount of **Fourteen Thousand One Hundred and Thirty and 00/100 Dollars(\$14,130.00)**. Payment shall be due in the manner checked below:

A. Single Payment. Payment for services rendered shall be due to the Service Provider only after receipt by the City of an itemized statement at the end of performance by the Service Provider. Such statement shall describe the services rendered and shall reference the date of such services, person performing the service and fee for each time service is rendered and each type of service rendered under this Agreement. The amount of such statement shall not exceed the not-to-exceed amount set forth above. The City shall render payment within forty-five (45) days following receipt of a statement of itemization of the services actually, timely and satisfactorily performed. The Service Provider waives, to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

B. Periodic Payments. Payment for the portion of services rendered shall be due to the Service Provider upon the completion of each part as described in Exhibit "A" and tender of an itemized statement by the Service Provider to the City. The City shall render payment within forty-five (45) days following receipt and approval of the itemized statement for services actually, timely and satisfactorily performed. Such statement shall describe the services rendered and shall reference the date of such services, person performing the service and fee for each time service is rendered and each type of service rendered under this Agreement. The total amount charged shall not exceed the not-to-exceed amount set forth above. The Service Provider waives to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

4. Personal Services. The parties, as the basis of this Agreement, agree that **Joe Deluce**, as representative of the Service Provider, shall personally perform or directly supervise the Service Provider's performance hereunder.
5. Time of Performance. The Service Provider shall devote such time, personnel and resources to the completion of the services provided for herein so as to complete the work **June 30, 2023**. Time is of the essence of this Agreement.
6. Insurance. During the term of this Agreement, at its own cost and expense, the Service Provider shall maintain in full force and effect insurance policies as enumerated herein. All policies, except policies for professional liability, shall be written on an occurrence basis. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A- VIII or better

in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form. **The City of Champaign and its officers and employees shall be named as an additional insured party on the general liability policy and any umbrella policies if applicable and included as an additional insured on the automobile liability policy. The City's interest as an additional insured party shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.** Professional liability shall be written on a form satisfactory to the City. Prior to execution of this Agreement, the Service Provider shall provide the City with a copy of the Professional Liability policy for approval, said approval shall not unreasonably be withheld. In addition, the Service Provider shall provide the City with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least thirty (30) days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be ten (10) days. Any renewal certificates of insurance shall be automatically provided to the City at least thirty (30) days prior to policy expiration.

- A. **Workers' Compensation:**
Coverage A: Statutory Limits
Coverage B: \$100,000 per accident or disease, per employee
- B. **General Liability:** Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - 1. Products and completed operations coverage.
 - 2. Contractor's Protective coverage.
 - 3. Personal Injury Liability coverage.
- C. **Automobile Liability:** Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
- D. **Professional Liability:** A professional liability errors and omissions policy with limits of at least One Million Dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this Agreement. In addition, the policy term must extend one year beyond completion date of this Agreement.
- E. **Errors and Omissions:** If the Service Provider provides services to the City that are of a nature that professional liability insurance is not commercially available, s/he shall provide evidence of errors and omissions insurance with limits of at least One Million Dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this Agreement. In addition, the policy term must extend one year beyond completion date of this Agreement.
- F. **Umbrella Liability** policies may be used to satisfy the limits named above.

If a **self-insured** retention or deductible is maintained on any of the policies, the amount of the self-insured retention or deductible shall be approved by the City. Such approval shall not be unreasonably withheld.

This provision shall not be construed to be a limitation of liability for the Service Provider.

7. Indemnity/Hold Harmless. To the fullest extent allowed by law, Service Provider shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same including costs and attorneys fees, of or by anyone whomsoever, in any way resulting from or arising out of the operations of the Service Provider or the Service Provider's employees or subcontractors and acts or omissions of employees or agents of Service Provider or subcontractors, unless caused solely by the City, its officers or employees. The City shall have the right to estimate the amount of such claims, demands, suits, actions or proceedings for damage or injuries and pay the same, and any amounts so paid shall be deducted from the money due the Service Provider under this Agreement, and the whole or so much of the money due or to become due the Service Provider under this Agreement, as may be considered necessary by the City, shall be retained by the City until such claims, demands, suits, actions, or proceedings shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the City.

Insurance coverage specified in these General Conditions shall in no way lessen or limit the liability of Service Provider under the terms of the Agreement. Service Provider shall procure and maintain at the Service Provider's own cost and expense, any additional kinds and amounts of insurance that, in the Service Provider's own judgment, may be necessary for the Service Provider's property protection in the prosecution of the work.

8. Disputes.

Any disputes concerning a question of fact arising under this Contract that are not disposed of by agreement between the Vendor and the City Representative shall be decided by the City

Manager. The decision of the City Manager or the City Manager's duly authorized representative for the determination of such decisions shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any proceeding under this clause, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Vendor shall proceed diligently with the performance of the Contract and in accordance with the decision of the City Representative or City Manager, whichever was last issued.

9. Termination and Suspension.

A. This Agreement shall continue in full force and effect until completion of the Project unless it is terminated at an earlier date by either party, as outlined below.

B. The City may terminate this Agreement with or without cause by giving no less than fourteen (14) calendar days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States Mail, postage prepaid, and addressed to Service Provider. The Contract shall cease and terminate on the 15th day after the date of Notice.

C. In the event that any of the provisions of this Agreement are violated by the Service Provider or the City, the aggrieved party may serve written notice upon the other of the intention to terminate this Agreement, such notice to contain the reasons for such intention. Unless within five (5) calendar days after the serving of such notice upon such party, the violations shall cease and satisfactory arrangements for correction be made, the Contract shall upon expiration of said five (5) calendar days cease and terminate.

D. In the event of termination, the Service Provider shall be paid by the City for all services performed to the satisfaction of the City which were actually, timely and faithfully rendered up to the receipt of the notice of termination, and thereafter, upon the express written direction of the City, until the date of termination. The Service Provider will provide all work documents

developed up to the date of termination prior to the City rendering final payment for service, which documents become the property of the City.

E. The Service Provider shall be responsible for all costs incurred by the City to enforce any provision of this Contract and/or to remedy any Vendor default or breach of this Agreement, including all court costs and reasonable attorneys' fees.

10. Documents. All documents generated by the Service Provider as the result of this Project, whether produced on paper or electronically and whether stored in paper form, electronically or by any other method, shall become the property of the City upon completion or termination of the Project. The Service Provider shall be liable to the City for the cost of replacement for loss or damage of any documents belonging to the City while in the possession or control of the Service Provider.
11. Confidentiality. The Service Provider shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement, and as identified in writing by the City as confidential.
12. Nature of Service Provider's Relationship with City. The Service Provider will be acting as an independent contractor and not as an employee of the City. This is a personal service contract, and the work shall be performed to the satisfaction of the City, as it shall in its sole discretion determine.
13. Copyright. The Service Provider assigns to the City any and all of Service Provider's rights under copyright laws for work prepared by the Service Provider, its employees, subcontractors or agents in connection with this Agreement, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
14. Successors and Assigns. The City and Service Provider each bind the other and their respective successors and assigns, in all respects, to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the Service Provider of its interest in this Agreement without the written consent of the City shall be void.

15. Compliance with Law. The Service Provider shall comply with any and all applicable Federal, State and local laws as the same exist and may be amended from time to time. This Agreement shall be governed by the laws of the State of Illinois. In compliance, in part with this requirement, Service Provider agrees to complete and maintain on file with the City a current Disclosure Affidavit, attached to this Contract.
16. Dual Representation Affidavit. If applicable, the Service Provider agrees to comply with the City's Dual Representation Policies and fill out the attached affidavit, attached to this Agreement.
17. Judicial Order to Terminate. Should any court of competent jurisdiction find that this Contract is invalid, this agreement shall terminate, and the Service Provider shall seek no damages from the City for the same.
18. Use of City's Name. The Service Provider may, after the completion of the Agreement, publish the fact and nature of this engagement without further permission of the City. The Service Provider may not use the City's name in any advertisements without prior written permission from the City Manager.
19. Notices. Notice given hereunder shall be given to:

<u>The City</u> City Manager City of Champaign 102 North Neil Street Champaign, IL 61820	<u>Service Provider</u> Executive Director Champaign Park District 706 Kenwood Road Champaign, IL 61821
--	---

and

Neighborhood Programs Manager City of Champaign 102 North Neil Street Champaign, IL 61820
--
20. Amendments. This Agreement may be amended only by written agreement signed by both the Service Provider and the City.
21. Survival of Provisions. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.
22. Human Rights Guarantee Provision and Good Faith Efforts to Achieve Diversity.
 - A. For the purposes of this provision, 'contracting entity' means the legal entity that has signed a Contract to provide services or perform work or to provide personal property or

a combination thereof to or on behalf of the City. The words used herein and the requirements shall be interpreted or have the meaning ascribed to them in the City's Equal Opportunity in Purchasing Ordinance. (See Article IV of Chapter 12.5 of the Champaign Municipal Code, 1985, as amended.)

- (1) Non-Discrimination Pledge. The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The contracting entity shall take good faith affirmative action in accordance with its affirmative action plan which has been submitted to and approved by the City, if a plan is required.
- (2) Notices. The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the Non-Discrimination Pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the City's notice.
- (3) Solicitation and Ads for Employment. The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. An advertisement in a publication may state 'This is an Equal Opportunity Employer', which statement shall meet the requirements of this Section.
- (4) Employment Relations. The contracting entity shall have sent within six (6) months prior to entering into a City contract or shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in Section 2 advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the Non-Discrimination Pledge.
- (5) Access to Books. The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this Provision.
- (6) Reports. The contracting entity shall, if requested, provide periodic compliance reports to the City Manager. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this Provision entitled "Human Rights Guarantees".
- (7) Remedies. In the event that any contracting entity fails to comply with the Non-Discrimination Pledge, affirmative action provisions of the above subsections, or fails to comply with or make good faith efforts to comply with affirmative action plan or any provision of City, State or Federal law relating to human rights, after the City has provided written notice to the contracting entity with an opportunity to speak to the City Manager or the City Manager's designee relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:
 - (i) Cancel, terminate or suspend the contract in whole or in part;

- (ii) Declare the contracting entity ineligible for further contracts for a calendar year;
- (iii) Recover from the contracting entity by set-off against the unpaid portion of the Contract Price, or otherwise recover money due to the contracting entity pursuant to the contract, the sum of Fifty Dollars (\$50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity shall fail to comply with these provisions of the contract, as determined by the City Manager, the said sum being fixed and agreed upon by and between the contracting entity and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the City would sustain;
- (iv) Seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

B. In addition to the above requirements, all contracting entities performing City of Champaign contracts are required, in order to be considered a responsive bidder and throughout the duration of the contract, to demonstrate good faith efforts to meet utilization and workforce participation goals on City contracts. Utilization goals refer to the percentage of work performed by MBE ("Minority Business Enterprise") or WBE ("Woman Business Enterprise") subcontractors on the project. Workforce participation goals refer to the percentage of minority and female individuals employed on a project. Contractors will be required to show that they have met the utilization or workforce participation goals, or that they have made, or commit to making, good faith efforts to reach those goals. The City Manager or his or her designee will determine the sufficiency of a contracting entity's good faith efforts. Sufficiency of good faith efforts may vary depending on the type of contract, the type of products and/or services to be provided, and the duration of the contract.

(1) The following are minimum requirements a contracting entity must meet to demonstrate good faith efforts:

(i) All contracting entities must submit an Affirmative Action plan as outlined above.

(ii) All contracting entities must make all reasonable efforts to contact, negotiate, and partner in good faith with qualified MBE and WBE firms listed in the City's current electronic workforce management database for potential subcontracting and/or joint venture opportunities and to employ female and minority employees.

(iii) All contracting entities must submit a utilization plan that outlines their planned use of MBE and WBE firms as subcontractors or as part of a joint venture, if applicable, and their employment of female and minority employees.

(2) Other evidence of good faith efforts may include, but is not limited to:

(i) Providing job training or direct employment opportunities to increase the utilization of women and minorities on City projects.

(ii) Attendance at City-sponsored networking events to increase the utilization of MBEs, WBEs, and female and minority workers.

(iii) Providing evidence that the contracting entity has met or exceeded the goals established for City projects related to the utilization of MBE and WBE firms and minority and female workers. Evidence may include payroll records or other documents showing the percentage of minority or female workers employed on a project or the percentage of project hours completed by minority and female workers.

(iv) Monetary contributions to training and development funds, including the City's training and development fund, or organizations dedicated to encouraging MBE and WBE businesses and minority and female workers.

(v) Outreach and recruitment efforts of WBEs and MBEs and female and minority workers.

(vi) Packaging requirements, where feasible, into tasks and quantities that encourage maximum participation from MBEs, WBEs, and minority and female workers.

(vii) Providing interested and qualified MBEs and WBEs with adequate information about the bidding and request for proposal process, adequate time to respond, and assistance in responding to bid and proposal solicitation.

(viii) Assisting interested MBEs and WBEs in obtaining necessary equipment, supplies, and materials to successfully compete for City contracts and subcontracts.

(ix) Assisting interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance.

(x) Seeking services from available female and minority community organizations, minority and female contractors' groups, minority and female business assistance offices, and other organizations as appropriate, to provide assistance in recruiting MBEs, WBEs, and minority and female workers.

(xi) If a contracting entity has rejected one or more MBEs or WBEs for a subcontracting or joint venture opportunity, providing supportable reasons for rejection based on a thorough investigation of the business and its qualifications.

(xii) All other evidence of good faith efforts that the City Manager or his or her designee deems sufficient to advance the City's goals to encourage minority and female participation in City contracts.

(3) Contracting entities are required to work cooperatively with the City of Champaign, including with the Equity and Engagement Department, to ensure ongoing compliance with the good faith effort requirement.

(4) Waiver.

(i) Contracting entities that are unable to achieve utilization and workforce participation goals established for City contracts after all reasonable good faith efforts have been exhausted may apply for a waiver.

(ii) Good faith effort requirements may be waived on certain City contracts due to the inability to appropriately apply the requirements in this section as a result of the nature of the contract or project.

(iii) A waiver may be granted at the initiation of a purchase, at the vendor selection phase, or at any time in the contract's term.

(iv) The determination to grant or deny a waiver and the duration of the waiver will be at the sole discretion of the City Manager or his or her designee.

(v) A contracting entity that demonstrates unwillingness to make good faith efforts, or that has demonstrated unwillingness to comply with good faith efforts in past City contracts, will not be eligible for a waiver.

(vi) In order to request a waiver, contracting entities must contact the Equity and Engagement Department, 102 N. Neil St., Champaign, IL, 61820, or by telephone at (217) 403-8830.

(5) Compliance During Term of Contract.

(i) If the City Manager or his or her designee determines that a contracting entity has not made recent and substantial good faith efforts during the term of a contract with the City, and the contracting entity does not have a valid waiver, the City Manager or his or her designee will notify the contracting entity of its non-compliance in writing. The notice will detail the non-compliance and will include information regarding the actions the contracting entity must take to cure the non-compliance.

(ii) The contracting entity will be given ten (10) business days to cure the non-compliance or to provide a response in writing to the City Manager or his or her designee making acceptable arrangements to cure the non-compliance. Acceptable arrangements may include a waiver where the City Manager or his or her designee deems appropriate.

(iii) If the contracting entity fails to cure the non-compliance or to make acceptable arrangements to cure the non-compliance within ten (10) business days, or if the City Manager or his or her designee finds the contracting entity's response insufficient, the City Manager or his or her designee may:

(a) Cancel, terminate, or suspend the contract in whole or in part;

(b) Declare the contracting entity ineligible for further contracts for up to one calendar year;

(c) Require the contracting entity to pay liquidated damages in the amount of fifty dollars (\$50.00) per day for each day the

contracting entity was in non-compliance beginning with the original date of the letter of non-compliance; and/or

(d) Pursue other contractual remedies or sanctions allowable by law.

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF CHAMPAIGN & CHAMPAIGN PARK DISTRICT
FOR THE CommUnity MATTERS PROGRAM**

THIS AGREEMENT, entered this 1st day of July, 2022 by and between the **City of Champaign** (herein called the “Grantee”) and **Champaign Park District** (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Summer Youth Program

CDBG Funding: Funds are allocated to Champaign Park District for youth programming.

Program Detail

During the 2022-2023 fiscal year, through the Community Matters grant program, the Champaign Park District will offer twelve (12) spots per week and thirty (30) total spots for the remaining five weeks of 2023 for Douglass Summer Youth Program at the Douglass Community Center for a total of ten (10) weeks. Douglass Summer Youth Programs are designed for youth ages 6 to 12. 2022 program dates are July 1, 2022-August 5, 2022. 2023 program dates are tentatively planned to be hosted May 29, 2023-June 30, 2023. Programs run Monday through Friday, 7:30am-5:30pm. Summer Youth Program weeks to be covered are below:

- Week 6 (2022): Red, White and BOOM!
- Week 7 (2022): Sportstacular
- Week 8 (2022): Winter in July
- Week 9 (2022): Spy Academy
- Week 10 (2022): Splash of Color
- Week 1 (2023): Theme TBD
- Week 2 (2023): Theme TBD
- Week 3 (2023): Theme TBD
- Week 4 (2023) Theme TBD
- Week 5 (2023) Theme TBD

Attachment A

The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

Changes in the scope of services, budget or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee.

B. Program Delivery

The Subrecipient will ensure that the numbers, background and qualifications of the Subrecipient's staff providing related services at all times are appropriate for the enrolled participants.

The Subrecipient will maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the participants receiving the First Followers services as a result of assistance provided through the CDBG program.

C. Budget and Method of Compensation

At a minimum of once per quarter, the Subrecipient shall provide the Grantee expense information for the services described in Section A. of this Agreement.

D. National Objectives

The Subrecipient certifies that the activities carried out under this Agreement benefits low- and moderate-income persons or those presumed to be principally low- and moderate income such as elderly, severely disabled or homeless.

E. Levels of Accomplishment – Goals and Performance Measures

Outcomes:

The desired outcome of the program is to provide positive family and individual recreational opportunities in a safe environment.

F. Staffing

Appropriate staffing positions as assigned
Administrative staff as assigned

The Subrecipient will notify the Grantee of any changes in the Key Personnel assigned or their general responsibilities under this project within two weeks of such change(s).

G. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement and may be the basis for suspension or termination of this Agreement in accordance with subsection VII-G of this Agreement.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **1st day of July 2022** and end on the **30th day of June 2023**, unless otherwise extended in written modification to this contract executed by the Grantee and the Subrecipient. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Fund Source	Amount
Program Registration	CDBG	\$14,130
Materials and Supplies		\$0
Travel and Transportation		\$0
Facility Rental		\$0
Staff		\$0
TOTAL		\$

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **Fourteen Thousand One Hundred Thirty Dollars** and 00/100 (**\$14,130.00**). Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance. Final payment requests must be submitted prior to **August 4, 2023**.

Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified by the city.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via first-class mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice sent in this manner shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Neighborhood Services Director
City of Champaign,
102 North Neil Street
Champaign, IL 61820
217.403.7070

Subrecipient

Director of Recreation
Champaign Park District
706 Kenwood Road
Champaign, IL 61821
217.398.2550

VI. SPECIAL CONDITIONS

Insurance Provisions for Nonprofits

A. Insurance Coverage

The Subrecipient shall maintain the following types of insurance with companies qualified to do business in Illinois, rated A- VIII or better in the current A.M. Best key rating guide. Prior to commencing work under this contract, Subrecipient shall provide the City with insurance certificates evidencing such coverage.

B. Commercial general liability insurance (CGL)

The Subrecipient shall maintain CGL with a limit of not less than \$1,000,000 each occurrence. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract. The City of Champaign, its officers and employees shall be included as insured under the CGL, using ISO additional insured endorsement 20 26 or substitute providing equivalent coverage. The insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

Debarment and Suspension Certification

C. Debarment and Suspension

The Subrecipient certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not

invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement except and only to the extent that said obligations are modified in said amendments.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

G. Suspension or Termination

1. Default by Subrecipient. In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement because of a default by the Subrecipient if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- c) Ineffective or improper use of funds provided under this Agreement; or
- d) Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

The Grantee shall provide the Subrecipient with written notice of any suspension of this agreement. Said written notice shall describe the basis for the suspension and the actions required to end the suspension. The Grantee shall provide the Subrecipient with written notice prior to terminating this agreement based upon the Subrecipient's default. Said written notice shall describe the basis of the default, provide that the Subrecipient shall have thirty days from the date of said notice to cure said default, and specify what actions are required for said cure.

2. Termination for convenience. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by all recordkeeping regulations in the State of Illinois and the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted

under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient shall follow any and all applicable laws regarding confidentiality unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Subrecipient acknowledges that the Grantee is a public body and therefore any documents and records related to this Agreement and the services thereunder are subject to information disclosure laws, including but not limited to the Freedom of Information Act.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall not earn program income through the COVID-19 Relief Program without prior written approval from the Grantee. If the Subrecipient does seek and receive approval to earn program income, the Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular quarterly Progress Reports to the Grantee in the form and content as required by the Grantee.

D. Procurement

1. Purchasing Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all CDBG-purchased materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

2. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the Grantee's Human Rights Ordinance at Chapter 17 of the Champaign Municipal Code as amended, and the State of Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to submit and carry out an Affirmative Action Plan in accordance with the requirements imposed on non-exempt contracting entities in Sec. 12.5-65 of the Champaign Municipal Code in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Subrecipient shall submit said plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable

opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include all of the provisions in this Section IX of Paragraph A pertaining to Civil Rights and Paragraph B pertaining to Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its

entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant,

officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and

irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement, in addition to all attached contract documents, constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under

Attachment A

this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Attachment A

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Champaign

**Champaign Park District
FEIN #37-6000474**

By _____
Dorothy Ann David, City Manager

By _____
Title _____

Attest _____
Shannon Myers, City Clerk

Attest _____
By _____
Title _____

APPROVED AS TO FORM:

City Attorney

- (ii) The corporate officers are as follows (if applicable, list and identify the corporate officers below - attach additional sheets if necessary):

President: _____

Vice President: _____

Secretary: _____

- (iii) **Attach a List** of all shareholders owning five percent (5%) or more of the stock in the corporation.

C. PARTNERSHIP OR LLC

The business address is: _____

Telephone: _____ Fax: _____

Email or website: _____

The partners or members are as follows (attach additional sheets if necessary):

Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____

Manager of LLC (attach additional sheets as needed):

Name: _____

Address: _____

Telephone: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is: _____

Telephone: _____ Fax: _____

My home address is: _____

Telephone: _____ Fax: _____

Email or website: _____

E. NOT-FOR-PROFIT CORPORATION

The business address is: _____

Telephone: _____

Email or website: _____

Director or CAO: _____

The Board Members are as follows (attach additional sheets if necessary):

Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____

F. TRUST

Bank or entity acting as Trustee is:

Address:

Telephone: Fax:

Trust No.:

Power of Direction:

Address:

Telephone: Fax:

Beneficial Interests:

Name: Address: Telephone:
Name: Address: Telephone:
Name: Address: Telephone:
Name: Address: Telephone:

G. OTHER (i.e. GOVERNMENT ENTITY)

The entity's business address is: _____

Telephone: _____

Email or website: _____

Director, Chairman, Manager, Mayor, President etc.: _____

The Board/Council Members are as follows (attach additional sheets if necessary):

Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____

MANAGERS OR AUTHORIZED SIGNATORIES FOR ALL OWNERSHIP TYPES ARE TO SIGN AND NOTARIZE BELOW:

Signature

Printed Name: _____

Title: _____

SUBSCRIBED and SWORN to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

THIS FORM MUST BE SUBMITTED WITH YOUR BID OR PROPOSAL IN ORDER TO BE CONSIDERED RESPONSIVE. If you have questions about this requirement, contact the Equity and Engagement Department at (217) 403-8830.



**Champaign Diversity Advancement Program (CDAP)
Equity and Engagement Department
Good Faith Efforts Form
(Non-Subcontracting Projects – MBE/WBE Goal Not Applicable)**

OFFICE USE ONLY

Date:	Project Title:
(To be completed by Department Preparer prior to issuance of Invitation to Bid/Request for Proposals or Request for Quotes) Good Faith Efforts Form Has Been Approved by CDAP Compliance Officer: <input type="checkbox"/> Yes	

Section I:

Bidder/Proposer Information – Certified MBE/WBE Status: MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/>				
CDAP Certified: Yes <input type="checkbox"/> No <input type="checkbox"/> Other certification (please list): _____				
Company Name		Phone #	Fax #	
Address	Street	City	State	Zip Code
Contact Person		Title	Email Address	

DESCRIPTION OF GOOD FAITH EFFORTS

Please describe below or in a separate letter any aspects of your efforts to obtain or promote MBE/WBE participation in your workforce and projects. This is an opportunity to “tell the story” of your good faith efforts (“GFE”) to encourage diversity in City of Champaign contracts. The following questions may help you organize your description. **The questions below are not intended to be a checklist or an exhaustive list of what is considered in evaluating GFE.** Information not submitted will not be considered in making a finding of Good Faith Efforts.

Questions to consider:

- Do you participate in any organizations or programs that promote or assist in increasing diversity in contracting in the community?
- Do you participate in job fairs or networking events aimed toward increasing female and minority recruitment or career development in your profession?
- Do you provide job training or direct employment or internship opportunities intended to increase the utilization of women and minorities on City projects?
- Have you developed internal policies or programs to increase hiring, professional development, and retention of female and minority employees?
- Do you partner with female and minority businesses on projects, whether related to City contracts or otherwise?
- Do you attend or commit to attending City-sponsored networking events to increase the utilization of minority and female-owned businesses, and female and minority workers?
- Do you seek services from available female and minority community organizations, minority and female contractors' groups, minority and female business assistance offices, and other organizations as appropriate, to provide assistance in recruiting MBEs, WBEs, and minority and female workers?
- Do you make monetary contributions to training and development funds, including the City's CDAP training and development fund, or organizations dedicated to encouraging minority and female-owned businesses and minority and female workers?
- Do you participate in the City's CDAP mentor/protégé program to coach, develop, and build capacity of local female and minority-owned businesses?
- Do you take any additional measures to encourage MBE/WBE participation in City contracts?

Write Response Below:

(Please attach additional sheets if necessary)

The information provided in this Champaign Diversity Advancement Program (CDAP) Equity and Engagement Department – Good Faith Efforts Form is true and accurate to the best of my belief. I understand that knowingly providing false information could be grounds for disqualification from this and future City projects. The City reserves the right to verify all information provided.

Signature (Bidder/Proposer or Authorized Representative)

Date

Signature (CDAP Compliance Officer)

Date

Vendors with questions can contact the Equity and Engagement Department at (217)-403-8830.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 8th day of June in the year Two Thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Champaign Park District (CPD)
706 Kenwood Road
Champaign, IL 61821

and the Contractor:
(Name, legal status, address and other information)

Petry-Kuhne Company
1701 Broadmoor Dr Suite 120
Champaign, IL 61821

for the following Project:
(Name, location and detailed description)

6379 CPD Pickleball Complex
Centennial Park
2203 W John St
Champaign, IL 61821

The Architect:
(Name, legal status, address and other information)

Architectural Expressions, LLP (AEX)
100 N Chestnut St. Suite 300
Champaign, IL 61820

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than One Hundred Twenty Five (125) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred Forty Seven Thousand Seven Hundred Ninety and NO/100 (\$ 947,790.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Patching and Leveling Existing Courts	\$8,000.00

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

§ 4.6 Other: *(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

Refer to Document 01 7900 Payment Procedures Section 1.05B1

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Init.

10%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Insurance, Performance Bond

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

At Fifty Percent (50%) of project completion retainage may be reduced to Five Percent (5%).

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Dan Olson, Director of Operations
Champaign Park District
706 Kenwood Ave
Champaign, IL 61820
Phone: 217.369.5860

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Chris Uhlarik, President
1701 Broadmoor Drive Suite 120
Champaign, IL 61821
Email: cuhlarik@petry-kuhne.com
Cell Phone: 217.621.2432

Int.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4

- .5 Drawings

Number	Title	Date
AEX #6379	Bid Set	4/18/22 – 26 pages

- .6 Specifications

Section	Title	Date	Pages
Project Manual for Construction		4/18/22	211

- .7 Addenda, if any:

Number	Date	Pages
Addendum 1	4/22/22	2
Addendum 2	5/4/22	2
Addendum 3	5/9/22	8

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

Init.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

Chris Uhlarik President

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:32:33 CT on 06/03/2022.

PAGE 1

AGREEMENT made as of the 8th day of June in the year Two Thousand Twenty-two

...

Champaign Park District (CPD)
706 Kenwood Road
Champaign, IL 61821

...

Petry-Kuhne Company
1701 Broadmoor Dr Suite 120
Champaign, IL 61821

...

6379 CPD Pickleball Complex
Centennial Park
2203 W John St
Champaign, IL 61821

...

Architectural Expressions, LLP (AEX)
100 N Chestnut St. Suite 300
Champaign, IL 61820
PAGE 2

The date of this Agreement.
PAGE 3

Not later than One Hundred Twenty Five (125) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred Forty Seven Thousand Seven Hundred Ninety and NO/100 (\$ 947,790.00), subject to additions and deductions as provided in the Contract Documents.

...

Patching and Leveling Existing Courts \$8,000.00
PAGE 4

Refer to Document 01 7900 Payment Procedures Section 1.05B1

PAGE 5

10%

...

Insurance, Performance Bond

...

At Fifty Percent (50%) of project completion retainage may be reduced to Five Percent (5%).

PAGE 6

Litigation in a court of competent jurisdiction

...

Dan Olson, Director of Operations
Champaign Park District
706 Kenwood Ave
Champaign, IL 61820
Phone: 217.369.5860

...

Chris Uhlarik, President
1701 Broadmoor Drive Suite 120
Champaign, IL 61821
Email: cuhlarik@petry-kuhne.com
Cell Phone: 217.621.2432

PAGE 7

.4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

...

<u>AEX #6379</u>	<u>Bid Set</u>	<u>4/18/22 – 26 pages</u>
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...

<u>Project Manual for Construction</u>	<u>4/18/22</u>	<u>211</u>
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...

<u>Addendum 1</u>	<u>4/22/22</u>	<u>2</u>
<u>Addendum 2</u>	<u>5/4/22</u>	<u>2</u>
<u>Addendum 3</u>	<u>5/9/22</u>	<u>8</u>

PAGE 8

Chris Uhlarik President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lawrence R Livergood, FAIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:32:33 CT on 06/03/2022 under Order No. 2114240266 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
6379 CPD Pickleball Complex
Champaign

CONTRACT INFORMATION:
Contract For: General Construction
Date: June 8, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: June 8, 2022

OWNER: *(Name and address)*
Champaign Park District
706 Kenwood Drive
Champaign, IL 61821

ARCHITECT: *(Name and address)*
Architectural Expressions, LLP
100 N. Chestnut Street Suite 300
Champaign, IL 61820

CONTRACTOR: *(Name and address)*
Petry-Kuhne Company
1701 Broadmoor Drive Suite 120
Champaign, IL 61821

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Reduce the scope of work including:
Deleting Building and Related Utilities, Reduce Sidewalks

Attached Documents:
Description of Work - Cost Summary dated 6/1/22
Revised Drawings:
S101, A801, A802 Dated 6/3/22

The original Contract Sum was	\$ 947,790.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 947,790.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 236,080.00
The new Contract Sum including this Change Order will be	\$ 711,710.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architectural Expressions, LLP

ARCHITECT *(Firm name)*

Petry-Kuhne Company

CONTRACTOR *(Firm name)*

Champaign Park District

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Brian Kesler, AIA, Partner

PRINTED NAME AND TITLE

Chris Uhlarik, President

PRINTED NAME AND TITLE

Dan Olson, Director of Operations

PRINTED NAME AND TITLE

DATE

DATE

DATE

1-Jun-22

AEX : #6379

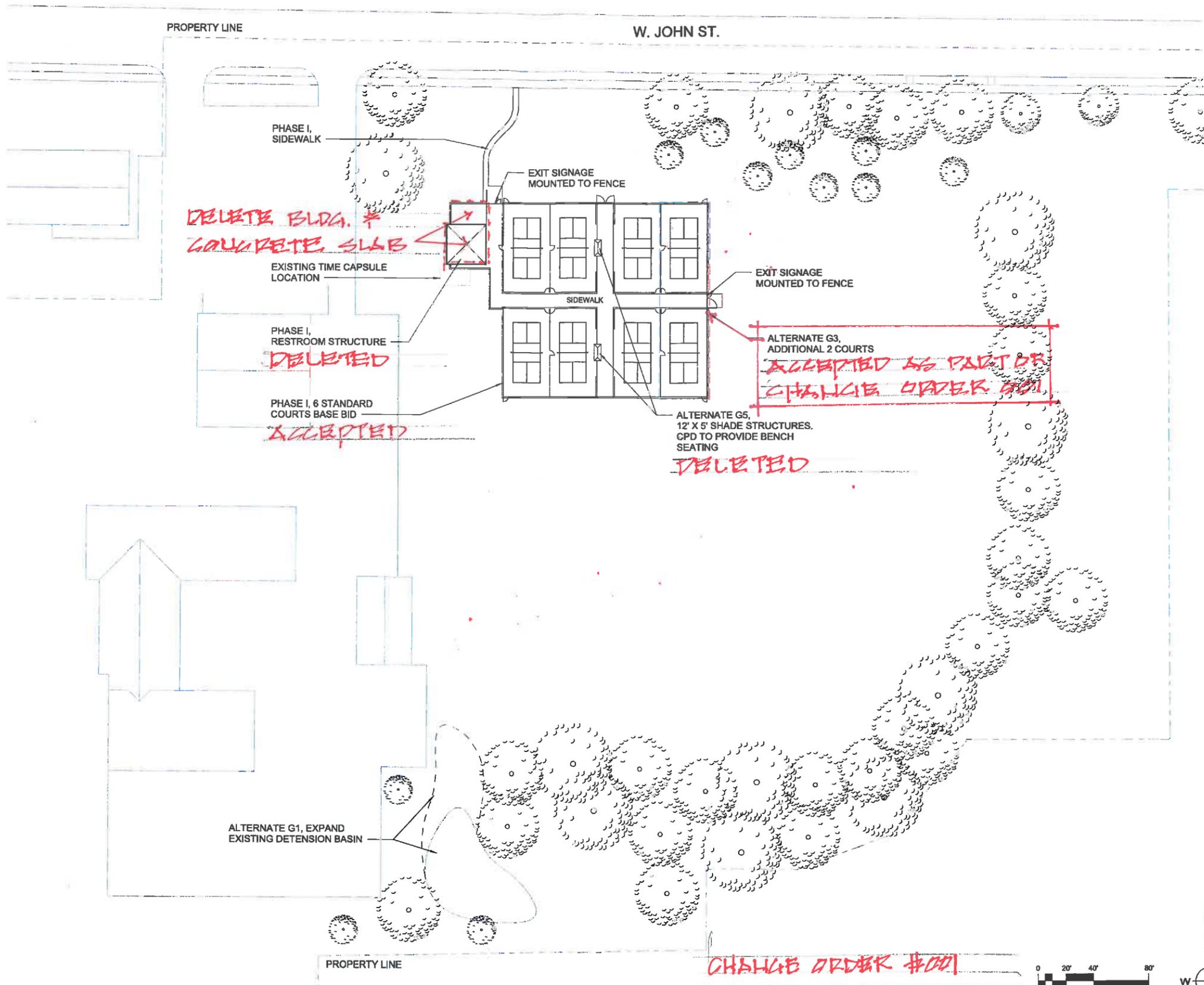
CHANGE ORDER #001

Champaign Park District Pickleball Complex
2203 W. John Street, Champaign, IL.

Description of Work	P-K Base Bid	Option #1 Value Engineering	Change Order #001 Delete Building
	6 Courts Includes O & P	6 Courts *Scope Reduction	8 Courts *
Concrete	27,482		
Masonry	61,589		
Delete Glazed Block Base		-4,800	
Roofing Standing Seam	15,042		
Substitute Class A Shingle roof		-7,600	
Soffits, Fascia, Downspouts	4,044		
Substitute Alum. Gutters and Fascia		-1,150	
Openings, (Doors, Frames, Windows)	19,633		
Add Panic Bar at Gate106A (Change Order #001)			2,000
Finishes	146,704		
Substitute Alum. Fascia & Soffitt		-3,000	
Plumbing- Building, Sanitary	73,130		
HVAC	6,796		
Electric, Building and Service	60,226		
Delete Building			-315,000
Detention Basin Expansion Phase 1	3,900		
Detention Basin Expansion Phase 2-Alternate G-1	6,100	-6,100	
Court Construction & Subdrainage	200,921		
Court Fencing	159,063		
Reduce Scope Fencing		-80,000	
Exterior Improvements (Concrete Paving)	49,250		
Delete Conc. (Change Order #001)			-3,550
Sitework	52,538		
General Requirements	45,305		
Preformanc Bond	8,067	-8,067	
Allowance-Patching & Leveling Courts (6 Courts)	8,000	-2,000	
Subtotal		-112,717	-316,550
Total Base Budget	750,000	835,073	631,240
Alternate M-2; add Mini Split	7,260		
Alternate G3: Add (2) Two Courts	80,470		80,470
Alternate G4a Controlled Access Building	14,180		
Alternate G4b Controlled Access Entrance	9,630		
Alternate G5 Fabric Shade Structures	32,180		
Alternate E6 Court Lighting	168,270		
Total Base + Chosen Alternates			711,710

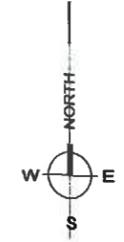
* Numbers have been verified by contractor

**



1 ARCHITECTURAL SITE PLAN
1" = 40'-0"

CHANGE ORDER #001
JULY 3, 2022



ARCHITECTURAL EXPRESSIONS, LLP
 100 CHESTNUT, SUITE 300,
 CHAMPAIGN, IL 61820
 PHONE: 217-378-5300 FAX: 217-378-8512
 www.aexp.com
 IL DESIGN FIRM No. 184-001487

DATE: _____
 LIC. EXP.: _____

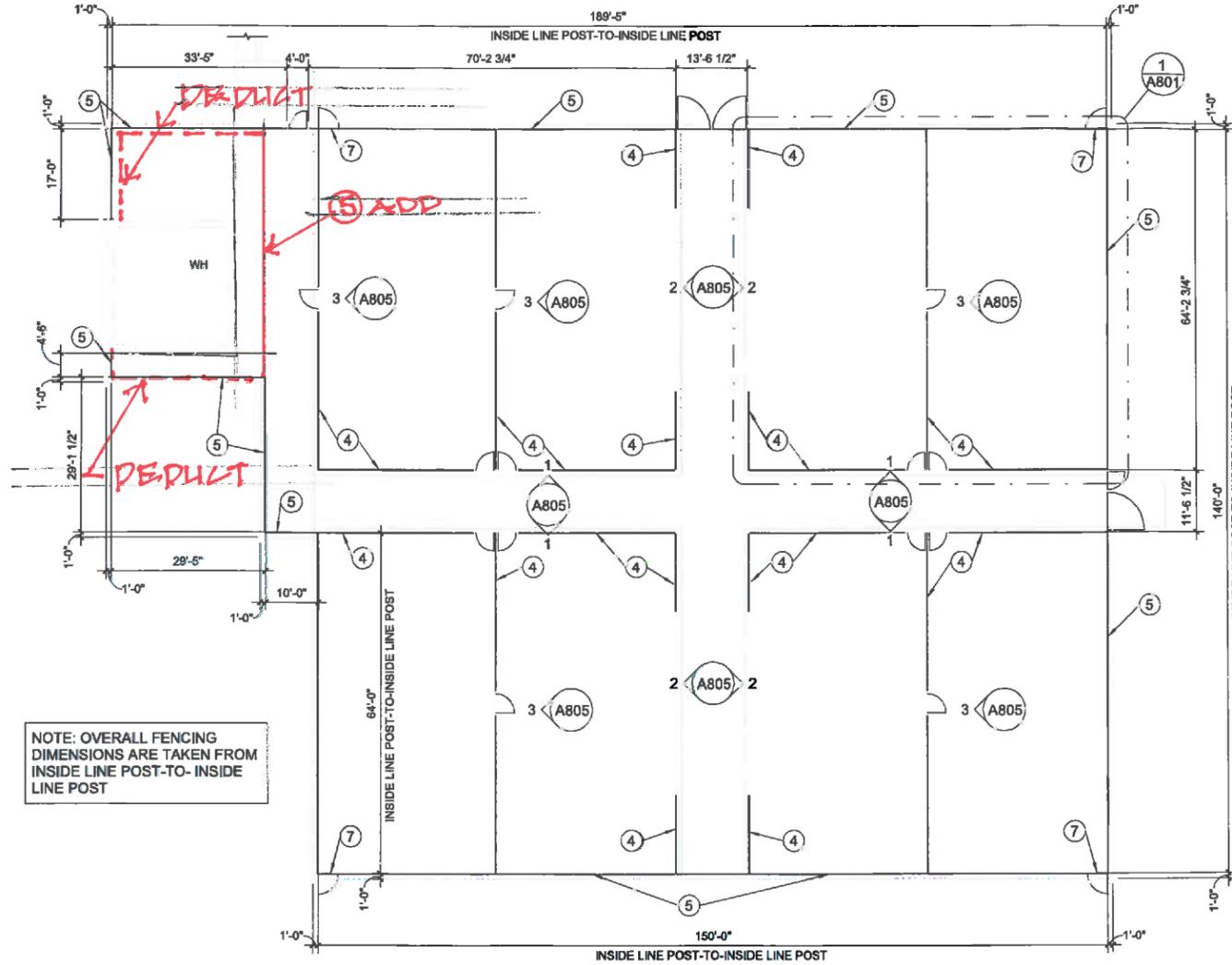
ARCHITECTURAL SITE PLAN
 CENTENNIAL PARK PICKLEBALL
 COMPLEX- PHASE I
 CHAMPAIGN PARK DISTRICT
 2203 W JOHN ST. CHAMPAIGN, IL

No.	Description	Date

BID SET

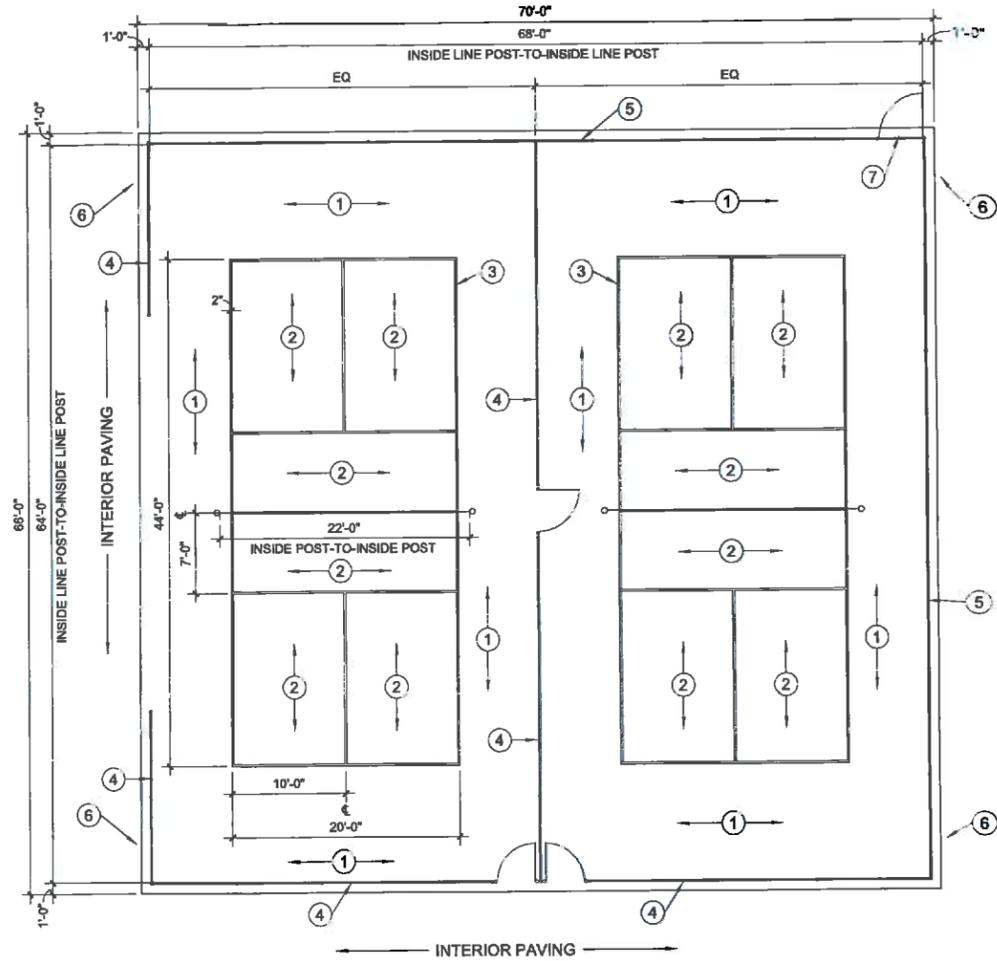
Project Number	6379
Date	04/18/22
Drawn By	JLK
Checked By	AEX

SP101



NOTE: OVERALL FENCING DIMENSIONS ARE TAKEN FROM INSIDE LINE POST-TO- INSIDE LINE POST

2 COURT FENCING PLAN
1/16" = 1'-0"



NOTE: COURT STRIPPING DIMENSIONS ARE TO THE OUTSIDE EDGES OF LINES UNLESS NOTED. LINES SHALL BE 2" WIDE.

1 TYPICAL COURT PLAN
1/8" = 1'-0"

KEYED NOTES

- 1 LIQUID APPLIED ACRYLIC SURFACE SYSTEM, COLOR 1
- 2 LIQUID APPLIED ACRYLIC SURFACE SYSTEM, COLOR 2
- 3 COURT STRIPPING, COLOR "WHITE"
- 4 3'-6" HEIGHT FENCING. SEE FENCE ELEVATIONS FOR MORE INFORMATION
- 5 8'-0" HEIGHT FENCING. SEE FENCE ELEVATIONS FOR MORE INFORMATION
- 6 LIGHT POLE, SEE ELCTRICAL FOR MORE INFORMATION
- 7 LEAF ACCESS DOOR. REFER TO SHEET A804.



ARCHITECTURAL EXPRESSIONS, LLP
100 N CHESTNUT ST, STE 300
CHAMPAIGN, IL 61820
PHONE: 217-378-6300 FAX: 217-378-8512
www.aedlp.com
IL DESIGN FIRM No. 184-001487

DATE: _____
LIC. EXP.: _____

TYPICAL COURT PLAN & FENCING PLAN
CHAMPAIGN PARK DISTRICT
CENTENNIAL PARK PICKLEBALL COMPLEX
PHASE I
2203 W JOHN ST. CHAMPAIGN, IL

No.	Description	Date

BID SET

Project Number 6379
Date 04/18/22
Drawn By JLK
Checked By AEX

A801

*CHANGE ORDER #001
JUNE 3, 2022*

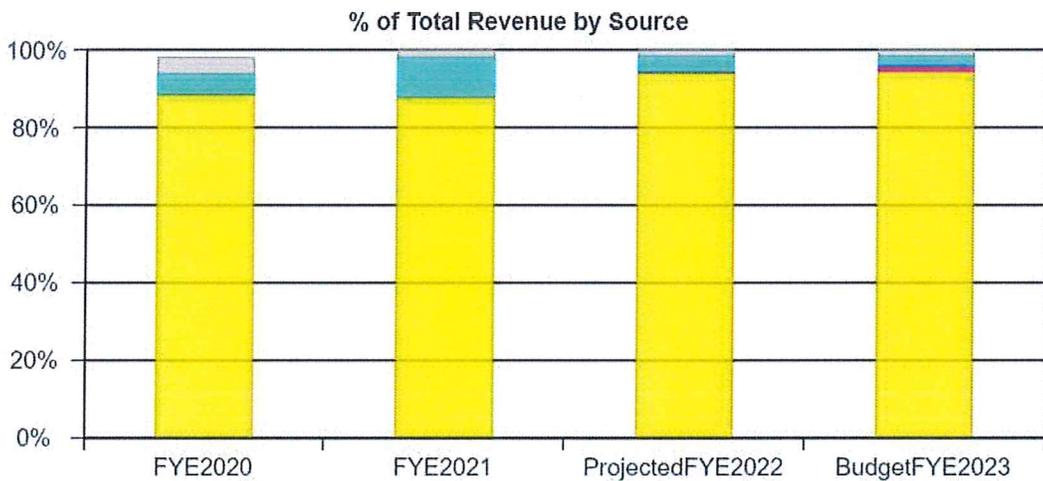
Museum Fund: Cultural Arts

Principal Responsibilities

The Museum Fund cultural arts department accounts for Springer Cultural Center which provides a 26-room multipurpose facility featuring informal performance space, exhibit space, dance studio, fitness room, ceramic studio, studio space, rehearsal and meeting space. Responsibilities include Art Exhibits, ceramics, dance arts program, Youth Theatre, music programs, rentals, special interest, visual arts programs and workshops.

Employees Funded by Museum - Positions and Numbers

Position	FYE2020 Actual	FYE2021 Actual	FYE2022 Projected	FYE2023 Budget
Cultural Arts Coordinator	0.8	0.8	0.8	0.8
Dance Arts Director	0.8	0.8	1.0	1.0
Youth Program Director	0.8	0.8	1.0	1.0
Total FTE's	2.4	2.4	2.8	2.8



Department Summary - Museum Fund: Cultural Arts

■ Charge for Service Revenue ■ Contributions/Sponsorships ■ Operating Grants ■ Special Receipts

**Museum Fund
Department Summary - Museum Fund: Cultural Arts**

	FYE2020	FYE2021	Projected FYE2022	Budget FYE2023
Estimated Revenues				
Charge for Service Revenue	\$ 197,512	\$ 62,398	\$ 141,750	\$ 252,948
Contributions/Sponsorships	4,358	-	400	3,800
Operating Grants	11,700	7,325	5,750	6,500
Special Receipts	9,034	1,319	2,504	4,084
Total Estimated Revenues	\$ 222,604	\$ 71,042	\$ 150,404	\$ 267,332

Appropriations

Museum Fund: Cultural Arts

Museum Fund
Department Summary - Museum Fund: Cultural Arts

	FYE2020	FYE2021	Projected FYE2022	Budget FYE2023
Salaries and Wages	\$ 156,262	\$ 80,252	\$ 106,270	\$ 193,672
Fringe Benefits	-	924	2,846	2,000
Contractual	46,133	19,165	32,354	64,678
Commodities/Supplies	17,930	531	8,699	19,043
Utilities	1,474	1,562	1,303	1,630
Total Appropriations	<u>\$ 221,799</u>	<u>\$ 102,434</u>	<u>\$ 151,472</u>	<u>\$ 281,023</u>
Net of Revenues Over (Under) Appropriations	<u>\$ 805</u>	<u>\$ (31,392)</u>	<u>\$ (1,068)</u>	<u>\$ (13,691)</u>

Champaign Park District: Museum Fund: Cultural Arts

DETAIL-ALL.

Year End: April 30, 2022

TB Budget Grouping Totals All Funds Combined

Account	Rep 04/20	Rep 04/21	Projected 04/22	Proposed 04/23	Annotation
Revenue					
03-15-014 Bach's Lunch	(1,437)	0	0	(1,230)	
03-15-014-47200 03-15-014 GRANT PROCEEDS	(1,250)	0	0	(750)	
03-15-014-49115 03-15-014 PROGRAM FEES	<u>(187)</u>	<u>0</u>	<u>0</u>	<u>(480)</u>	
Bach's Lunch	(1,437)	0	0	(1,230)	
03-15-015 Youth Theatre	(73,841)	(11,115)	(42,505)	(91,970)	
03-15-015-46150 03-15-015 SPECIAL RECEIPTS	(6,629)	(700)	(1,390)	(2,240)	
03-15-015-47100 03-15-015 SPONSORSHIPS	(4,358)	0	0	(3,800)	
03-15-015-47200 03-15-015 GRANT PROCEEDS	0	(4,600)	0	0	
03-15-015-49115 03-15-015 PROGRAM FEES	<u>(62,854)</u>	<u>(5,815)</u>	<u>(41,115)</u>	<u>(85,930)</u>	
Youth Theatre	(73,841)	(11,115)	(42,505)	(91,970)	
03-15-036 Art Exhibition Series	(5,905)	(1,369)	(2,114)	(2,100)	
03-15-036-46150 03-15-036 SPECIAL RECEIPTS	(2,405)	(619)	(1,114)	(1,100)	
03-15-036-47200 03-15-036 GRANT PROCEEDS	<u>(3,500)</u>	<u>(750)</u>	<u>(1,000)</u>	<u>(1,000)</u>	
Art Exhibition Series	(5,905)	(1,369)	(2,114)	(2,100)	
03-15-038 Ballet Programs	(84,583)	(40,061)	(61,400)	(98,180)	
03-15-038-47105 03-15-038 DONATIONS	0	0	(400)	0	
03-15-038-49115 03-15-038 PROGRAM FEES	<u>(84,583)</u>	<u>(40,061)</u>	<u>(61,000)</u>	<u>(98,180)</u>	
Ballet Programs	(84,583)	(40,061)	(61,400)	(98,180)	
03-15-140 Irish Dance	(6,193)	(4,547)	(6,703)	(10,312)	
03-15-140-47200 03-15-140 GRANT PROCEEDS	(250)	0	(250)	(250)	
03-15-140-49115 03-15-140 PROGRAM FEES	<u>(5,943)</u>	<u>(4,547)</u>	<u>(6,453)</u>	<u>(10,062)</u>	
Irish Dance	(6,193)	(4,547)	(6,703)	(10,312)	
03-15-141 Dance Performance	(8,250)	(975)	(5,425)	(11,119)	
03-15-141-42100 03-15-141 SEASON TICKET SALES	0	0	0	(3,600)	
03-15-141-46150 03-15-141 SPECIAL RECEIPTS	0	0	0	(744)	
03-15-141-47200 03-15-141 GRANT PROCEEDS	(3,000)	(850)	(3,000)	(3,000)	
03-15-141-49115 03-15-141 PROGRAM FEES	<u>(5,250)</u>	<u>(125)</u>	<u>(2,425)</u>	<u>(3,775)</u>	
Dance Performance	(8,250)	(975)	(5,425)	(11,119)	
03-15-143 Other Cultural Arts Programs	(24,954)	(8,468)	(17,374)	(35,288)	
03-15-143-47200 03-15-143 GRANT PROCEEDS	(3,700)	(1,125)	(1,500)	(1,500)	
03-15-143-49115 03-15-143 PROGRAM FEES	(22,004)	(7,718)	(16,749)	(38,888)	
03-15-143-49116 03-15-143 Vendor Portion Of Income	<u>750</u>	<u>375</u>	<u>875</u>	<u>5,100</u>	
Other Cultural Arts Programs	(24,954)	(8,468)	(17,374)	(35,288)	
03-15-146 Other Dance Programs	(17,441)	(4,507)	(14,883)	(17,133)	
03-15-146-49115 03-15-146 PROGRAM FEES	(17,441)	(4,507)	(14,883)	(17,133)	
Total Revenues	<u>(222,604)</u>	<u>(71,042)</u>	<u>(150,404)</u>	<u>(267,332)</u>	
Expenditures					
03-15-014 Bach's Lunch	2,724	0	0	3,981	
03-15-014-54202 03-15-014 Printing And Duplicating	62	0	0	80	
03-15-014-54206 03-15-014 Advertising/Publicity	1,069	0	0	1,681	

Champaign Park District: Museum Fund: Cultural Arts

Year End: April 30, 2022

TB Budget Grouping Totals All Funds Combined

DETAIL-ALL.-1

Account	Rep 04/20	Rep 04/21	Projected 04/22	Proposed 04/23	Annotation
03-15-014-54280 03-15-014 Other Contractual Services	0	0	0	140	
03-15-014-54285 03-15-014 Contractual Entertainment	1,400	0	0	1,600	
03-15-014-55354 03-15-014 Food Supplies	193	0	0	480	
Bach's Lunch	2,724	0	0	3,981	
03-15-015 Youth Theatre	77,264	28,726	65,874	91,784	
03-15-015-54201 03-15-015 Postage And Mailing	44	0	0	24	
03-15-015-54202 03-15-015 Printing And Duplicating	2,116	0	375	1,420	
03-15-015-54206 03-15-015 Advertising/Publicity	1,784	13	475	1,000	
03-15-015-54250 03-15-015 Equipment Rental	1,125	0	0	0	
03-15-015-54251 03-15-015 Rental Facilities	9,221	9,340	9,340	8,830	
03-15-015-54255 03-15-015 License And Fees	3,449	1,968	3,307	16,240	1
03-15-015-54281 03-15-015 Contractual Personnel	1,250	0	0	0	
03-15-015-55307 03-15-015 Books And Manuscripts	1,240	281	232	0	
03-15-015-55315 03-15-015 Staff Uniforms	62	0	0	0	
03-15-015-55316 03-15-015 Participant Uniforms	909	0	178	720	
03-15-015-55350 03-15-015 Recreation/Program Supplies	8,230	59	1,925	3,500	
03-15-015-55354 03-15-015 Food Supplies	0	0	17	100	
03-15-015-56231 03-15-015 Gas And Electricity	1,238	1,256	1,024	1,330	
03-15-015-56232 03-15-015 Water	236	306	279	300	
03-15-015-70201 03-15-015 Full-Time Salaries And Wages	27,168	13,901	34,472	35,360	2
03-15-015-70202 03-15-015 Part-Time Seasonal Wages	19,192	1,140	12,712	22,960	3
03-15-015-83003 03-15-015 Allowances/Reimbursements	0	462	1,538	0	4
Youth Theatre	77,264	28,726	65,874	91,784	
03-15-036 Art Exhibition Series	9,982	3,148	10,580	13,567	
03-15-036-54202 03-15-036 Printing And Duplicating	333	0	0	536	
03-15-036-54206 03-15-036 Advertising/Publicity	358	0	0	412	
03-15-036-54281 03-15-036 Contractual Personnel	5,891	2,957	5,650	5,808	
03-15-036-55349 03-15-036 Plaques, Awards And Prizes	203	169	430	421	
03-15-036-55350 03-15-036 Recreation/Program Supplies	2,484	22	4,500	5,488	
03-15-036-55354 03-15-036 Food Supplies	713	0	0	902	
Art Exhibition Series	9,982	3,148	10,580	13,567	
03-15-038 Ballet Programs	81,118	49,785	49,674	82,090	
03-15-038-54202 03-15-038 Printing And Duplicating	0	14	0	422	
03-15-038-54206 03-15-038 Advertising/Publicity	0	0	0	79	
03-15-038-54242 03-15-038 Equipment Repair	62	0	0	530	
03-15-038-54250 03-15-038 Equipment Rental	1,905	1,920	1,970	2,040	
03-15-038-54265 03-15-038 Subscriptions	35	0	0	0	
03-15-038-54280 03-15-038 Other Contractual Services	90	75	95	320	
03-15-038-54281 03-15-038 Contractual Personnel	0	0	0	1,200	
03-15-038-55316 03-15-038 Participant Uniforms	0	0	0	106	
03-15-038-55350 03-15-038 Recreation/Program Supplies	497	0	702	1,000	
03-15-038-55354 03-15-038 Food Supplies	0	0	0	77	
03-15-038-70201 03-15-038 Full-Time Salaries And Wages	42,862	33,428	29,000	48,039	
03-15-038-70202 03-15-038 Part-Time Seasonal Wages	35,667	14,348	17,907	28,277	
Ballet Programs	81,118	49,785	49,674	82,090	
03-15-140 Irish Dance	3,111	2,460	2,703	7,190	
03-15-140-54202 03-15-140 Printing And Duplicating	0	0	0	168	
03-15-140-54206 03-15-140 Advertising/Publicity	0	0	0	91	
03-15-140-55316 03-15-140 Participant Uniforms	0	0	0	223	
03-15-140-55350 03-15-140 Recreation/Program Supplies	0	0	0	318	
03-15-140-70201 03-15-140 Full-Time Salaries And Wages	1,317	770	0	2,264	
03-15-140-70202 03-15-140 Part-Time Seasonal Wages	1,794	1,690	2,703	4,126	

Champaign Park District: Museum Fund: Cultural Arts

DETAIL-ALL.-2

Year End: April 30, 2022

TB Budget Grouping Totals All Funds Combined

Account	Rep 04/20	Rep 04/21	Projected 04/22	Proposed 04/23	Annotation
Irish Dance	3,111	2,460	2,703	7,190	
03-15-141 Dance Performance	13,878	3,666	9,389	32,459	
03-15-141-54202 03-15-141 Printing And Duplicating	412	0	950	1,373	
03-15-141-54206 03-15-141 Advertising/Publicity	147	0	1,413	1,641	
03-15-141-54250 03-15-141 Equipment Rental	891	(691)	0	1,325	
03-15-141-54281 03-15-141 Contractual Personnel	500	0	1,750	3,250	
03-15-141-55316 03-15-141 Participant Uniforms	0	0	120	381	
03-15-141-55350 03-15-141 Recreation/Program Supplies	3,200	0	595	3,914	
03-15-141-55354 03-15-141 Food Supplies	0	0	0	61	
03-15-141-70201 03-15-141 Full-Time Salaries And Wages	0	3,866	601	11,205	
03-15-141-70202 03-15-141 Part-Time Seasonal Wages	0	29	2,652	7,309	
03-15-141-71001 03-15-141 Program/Facility Dir.	4,391	0	0	0	
03-15-141-71401 03-15-141 Instructor	2,844	0	0	0	
03-15-141-81403 03-15-141 PT Instructor	1,493	0	0	0	
03-15-141-83003 03-15-141 Allowances/Reimbursements	0	462	1,308	2,000	
Dance Performance	13,878	3,666	9,389	32,459	
03-15-143 Other Cultural Arts Programs	27,516	12,347	8,116	39,836	
03-15-143-54202 03-15-143 Printing And Duplicating	78	0	0	59	
03-15-143-54206 03-15-143 Advertising/Publicity	0	0	0	231	
03-15-143-54281 03-15-143 Contractual Personnel	13,911	3,569	7,029	13,996	
03-15-143-55350 03-15-143 Recreation/Program Supplies	199	0	0	1,300	
03-15-143-70201 03-15-143 Full-Time Salaries And Wages	12,733	135	0	13,457	
03-15-143-70202 03-15-143 Part-Time Seasonal Wages	595	914	1,087	10,793	
03-15-143-71001 03-15-143 Program/Facility Dir	0	7,440	0	0	
03-15-143-81403 03-15-143 PT Instructor	0	258	0	0	
03-15-143-81503 03-15-143 PT General Staff	0	31	0	0	
Other Cultural Arts Programs	27,516	12,347	8,116	39,836	
03-15-146 Other Dance Programs	6,206	2,302	5,136	10,116	
03-15-146-54202 03-15-146 Printing And Duplicating	0	0	0	135	
03-15-146-54206 03-15-146 Advertising/Publicity	0	0	0	47	
03-15-146-55354 03-15-146 Food Supplies	0	0	0	52	
03-15-146-70201 03-15-146 Full-Time Salaries And Wages	476	257	0	602	
03-15-146-70202 03-15-146 Part-Time Seasonal Wages	5,730	2,045	5,136	9,280	
Other Dance Programs	6,206	2,302	5,136	10,116	
Total Expenditures	221,799	102,434	151,472	281,023	
Net Rev (Over) Under Expd	(805)	31,392	1,068	13,691	
Ending Fund Balance	(805)	31,392	1,068	13,691	

1. Licensing fees to purchase and use scripts for each show.

2. Position was previously classified as a full-time 2 and was reclassified to a full-time position in FYE20. This position is the youth theatre director full-time position.

3. Part-time staff include a choreographer, assistant director and music director

4. includes health insurance opt-out at \$2000 annually, cell phone allowance, car allowance, and \$50 impact awards as awarded by the Ex. Dir.

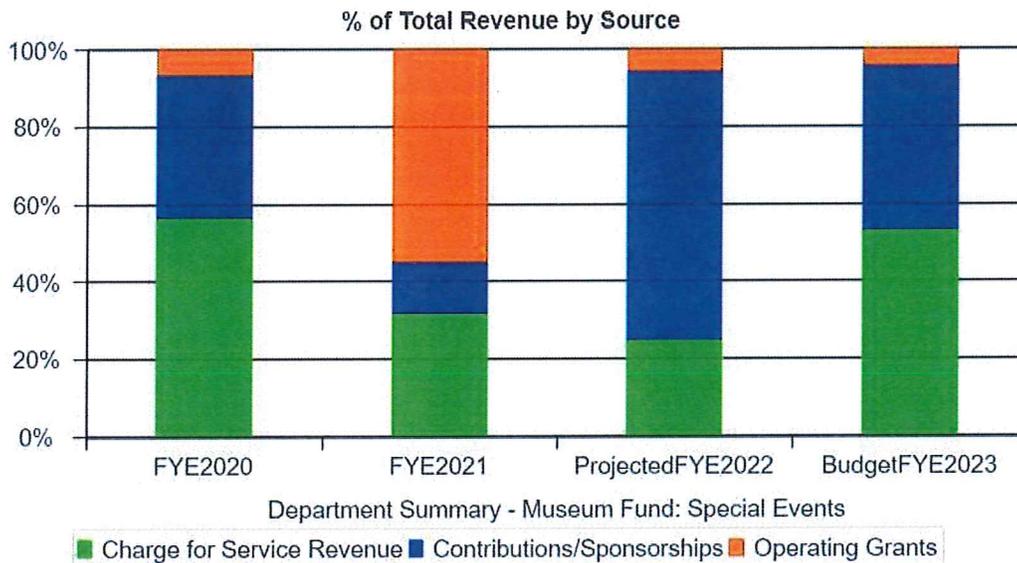
Museum Fund: Special Events

Principal Responsibilities

Special Events produces community-wide special events and manages the Park District's volunteer program. Responsibilities include summer concerts in the parks, Halloween Funfest, Eggstravaganza, Nite Lite Egg Pursuit, Streetfest, Flannelfest, Block Parties, Touch a Truck and other smaller special events throughout the year. Special events were cancelled from March 2020 through Fall 2021, with limited offerings until Spring 2022. For FYE2023 the Winter Lights at Prairie Farm and Flannelfest events were expanded, and a new event for West Side Arts was added.

Employees Funded by Special Events- Positions and Numbers

Position	FYE2020 Actual	FYE2021 Actual	FYE2022 Projected	FYE2023 Budget
Special Events & Volunteer Coordinator	1.00	0.80	0.80	-
Special Events Assistant Part-Time	-	-	-	0.25
Special Events Coordinator	-	-	0.20	1.00
Special Events Manager	1.00	1.00	1.00	1.00
Total FTE's	2.00	1.80	2.00	2.25



Museum Fund
Department Summary - Museum Fund: Special Events

	FYE2020	FYE2021	Projected FYE2022	Budget FYE2023
Estimated Revenues				
Charge for Service Revenue	\$ 63,091	\$ 2,369	\$ 4,835	\$ 51,300
Contributions/Sponsorships	40,875	1,000	13,565	41,000
Operating Grants	7,250	4,100	1,100	4,100

Museum Fund: Special Events

Museum Fund
Department Summary - Museum Fund: Special Events

	<u>FYE2020</u>	<u>FYE2021</u>	<u>Projected FYE2022</u>	<u>Budget FYE2023</u>
Total Estimated Revenues	<u>\$ 111,216</u>	<u>\$ 7,469</u>	<u>\$ 19,500</u>	<u>\$ 96,400</u>
Appropriations				
Salaries and Wages	\$ 90,684	\$ 89,379	\$ 83,200	\$ 103,934
Fringe Benefits	847	843	850	850
Contractual	122,321	5,066	21,540	131,320
Commodities/Supplies	<u>24,666</u>	<u>14,286</u>	<u>23,411</u>	<u>38,750</u>
Total Appropriations	<u>\$ 238,518</u>	<u>\$ 109,574</u>	<u>\$ 129,001</u>	<u>\$ 274,854</u>
Net of Revenues Under Appropriations	<u>\$ (127,302)</u>	<u>\$ (102,105)</u>	<u>\$ (109,501)</u>	<u>\$ (178,454)</u>

Champaign Park District: Museum Fund: Special Events

DETAIL-ALL.

Year End: April 30, 2022

TB Budget Grouping Totals All Funds Combined

Account	Rep 04/20	Rep 04/21	Projected 04/22	Proposed 04/23	Annotation
Revenue					
03-15-031 Taste Of CU	(82,016)	(210)	0	0	
03-15-031-47100 03-15-031 SPONSORSHIPS	(32,775)	0	0	0	
03-15-031-47200 03-15-031 GRANT PROCEEDS	(500)	0	0	0	
03-15-031-49115 03-15-031 PROGRAM FEES	(129,972)	(210)	0	0	
03-15-031-49116 03-15-031 Vendor Portion Of Income	81,231	0	0	0	
Taste Of CU	<u>(82,016)</u>	<u>(210)</u>	<u>0</u>	<u>0</u>	
03-15-032 Summer Concerts	(3,500)	(1,100)	(1,100)	(1,100)	
03-15-032-47100 03-15-032 SPONSORSHIPS	(2,000)	0	0	0	
03-15-032-47200 03-15-032 GRANT PROCEEDS	(1,500)	(1,100)	(1,100)	(1,100)	¹
Summer Concerts	<u>(3,500)</u>	<u>(1,100)</u>	<u>(1,100)</u>	<u>(1,100)</u>	
03-15-067 Flannel Fest	(7,792)	0	(791)	(34,800)	²
03-15-067-47100 03-15-067 SPONSORSHIPS	(3,000)	0	(565)	(14,000)	³
03-15-067-47200 03-15-067 GRANT PROCEEDS	(4,000)	0	0	0	
03-15-067-49115 03-15-067 PROGRAM FEES	(792)	0	(226)	(20,800)	⁴
Flannel Fest	<u>(7,792)</u>	<u>0</u>	<u>(791)</u>	<u>(34,800)</u>	
03-15-068 Special Events	(1,035)	(4,719)	(14,089)	(17,000)	
03-15-068-47100 03-15-068 Sponsorships	0	0	(13,000)	(12,000)	⁵
03-15-068-47200 03-15-068 Grant Proceeds	0	(3,000)	0	(3,000)	¹
03-15-068-49115 03-15-068 Program Fees	(1,035)	(1,719)	(1,089)	(2,000)	
Special Events	<u>(1,035)</u>	<u>(4,719)</u>	<u>(14,089)</u>	<u>(17,000)</u>	
03-15-170 CU Days	(3,332)	0	0	(1,500)	
03-15-170-47100 03-15-170 SPONSORSHIPS	(600)	0	0	0	
03-15-170-47200 03-15-170 GRANT PROCEEDS	(1,250)	0	0	0	
03-15-170-49115 03-15-170 PROGRAM FEES	(1,482)	0	0	(1,500)	
CU Days	<u>(3,332)</u>	<u>0</u>	<u>0</u>	<u>(1,500)</u>	
03-15-172 Family Dance	(10,976)	(175)	0	(24,500)	⁶
03-15-172-49115 03-15-172 PROGRAM FEES	(10,976)	(175)	0	(24,500)	
03-15-173 Egg Hunts	0	(265)	(3,520)	(2,000)	
03-15-173-49115 03-15-173 PROGRAM FEES	0	(265)	(3,520)	(2,000)	
03-15-174 Halloween Funfest	0	(1,000)	0	(1,000)	
03-15-174-47100 03-15-174 Sponsorships	0	(1,000)	0	(1,000)	
03-15-177 Streetfest	(2,565)	0	0	(3,000)	
03-15-177-47100 03-15-177 SPONSORSHIPS	(2,500)	0	0	(3,000)	
03-15-177-49115 03-15-177 PROGRAM FEES	(65)	0	0	0	
Streetfest (Music Fest)	<u>(2,565)</u>	<u>0</u>	<u>0</u>	<u>(3,000)</u>	
03-15-100 Winter Nights	0	0	0	(6,500)	⁷
03-15-100-47100 03-15-100 Sponsorships	0	0	0	(6,000)	⁸
03-15-100-49115 03-15-100 Program Fees	0	0	0	(500)	
Winter Nights	<u>0</u>	<u>0</u>	<u>0</u>	<u>(6,500)</u>	

Champaign Park District: Museum Fund: Special Events

DETAIL-ALL-1

Year End: April 30, 2022

TB Budget Grouping Totals All Funds Combined

Account	Rep 04/20	Rep 04/21	Projected 04/22	Proposed 04/23	Annotation
03-15-101 West Side Arts	0	0	0	(5,000)	⁹
03-15-101-47100 03-15-101 Sponsorships	0	0	0	(5,000)	
Total Revenues	(111,216)	(7,469)	(19,500)	(96,400)	
Expenditures					
03-15-031 Taste Of CU	89,983	14,437	0	0	
03-15-031-54202 03-15-031 Printing And Duplicating	4,815	162	0	0	
03-15-031-54206 03-15-031 Advertising/Publicity	2,865	20	0	0	
03-15-031-54234 03-15-031 Landfill Fees	1,284	0	0	0	
03-15-031-54250 03-15-031 Equipment Rental	24,935	0	0	0	
03-15-031-54255 03-15-031 License And Fees	830	0	0	0	
03-15-031-54281 03-15-031 Contractual Personnel	12,788	0	0	0	
03-15-031-54285 03-15-031 Contractual Entertainment	10,561	0	0	0	
03-15-031-55350 03-15-031 Recreation/Program Supplies	3,331	13	0	0	
03-15-031-55354 03-15-031 Food Supplies	2,313	0	0	0	
03-15-031-55360 03-15-031 Merchandise For Resale	10,232	0	0	0	
03-15-031-59414 03-15-031 Credit Card Fees	1,413	0	0	0	
03-15-031-70201 03-15-031 Full-Time Salaries And Wages	0	7,121	0	0	
03-15-031-71001 03-15-031 Program/Facility Dir.	8,567	7,121	0	0	
03-15-031-81503 03-15-031 PT General Staff	6,049	0	0	0	
Taste Of CU	89,983	14,437	0	0	
03-15-032 Summer Concerts	13,994	4,039	6,064	15,894	
03-15-032-54202 03-15-032 Printing And Duplicating	0	0	224	800	
03-15-032-54206 03-15-032 Advertising/Publicity	0	300	0	200	
03-15-032-54250 03-15-032 Equipment Rental	387	91	300	300	
03-15-032-54281 03-15-032 Contractual Personnel	0	0	600	200	
03-15-032-54285 03-15-032 Contractual Entertainment	7,940	800	3,040	6,500	
03-15-032-55350 03-15-032 Recreation/Program Supplies	0	0	1,727	700	
03-15-032-70201 03-15-032 Full-Time Salaries And Wages	2,240	0	0	0	¹⁰
03-15-032-70202 03-15-032 Part-Time Seasonal Wages	3,427	0	173	7,194	¹¹
03-15-032-71001 03-15-032 Program/Facility Dir.	0	2,848	0	0	
Summer Concerts	13,994	4,039	6,064	15,894	
03-15-067 Flannel Fest	14,600	0	14,273	57,200	²
03-15-067-54202 03-15-067 Printing And Duplicating	166	0	0	1,500	
03-15-067-54206 03-15-067 Advertising/Publicity	316	0	711	950	
03-15-067-54250 03-15-067 Equipment Rental	1,200	0	1,615	15,900	¹²
03-15-067-54255 03-15-067 License And Fees	155	0	0	800	¹³
03-15-067-54285 03-15-067 Contractual Entertainment	10,096	0	7,010	24,550	¹⁴
03-15-067-55349 03-15-067 Plaques, Awards And Prizes	994	0	38	1,800	
03-15-067-55350 03-15-067 Recreation/Program Supplies	584	0	1,231	2,900	
03-15-067-55354 03-15-067 Food Supplies	0	0	3,383	500	
03-15-067-55360 03-15-067 Merchandise For Resale	517	0	0	6,000	¹⁵
03-15-067-70202 03-15-067 Part-Time Seasonal Wages	0	0	285	2,300	
03-15-067-81503 03-15-067 Pt General Staff	572	0	0	0	
Flannel Fest	14,600	0	14,273	57,200	
03-15-068 Special Events	54,790	72,891	101,982	114,350	
03-15-068-54202 03-15-068 Printing And Duplicating	383	386	445	1,200	
03-15-068-54206 03-15-068 Advertising/Publicity	375	35	2,000	1,700	
03-15-068-54208 03-15-068 Memberships, Dues And Fees	0	15	86	200	
03-15-068-54250 03-15-068 Equipment Rental	107	0	1,500	4,500	¹⁶

Champaign Park District: Museum Fund: Special Events

DETAIL-ALL.-2

Year End: April 30, 2022

TB Budget Grouping Totals All Funds Combined

Account	Rep 04/20	Rep 04/21	Projected 04/22	Proposed 04/23	Annotation
03-15-068-54280 03-15-068 Other Contractual Services	0	0	0	1,800	¹⁷
03-15-068-54285 03-15-068 Contractual Entertainment	1,440	600	2,195	5,800	¹⁸
03-15-068-55301 03-15-068 Office Supplies	112	160	0	200	
03-15-068-55349 03-15-068 Plaques, Awards And Prizes	181	0	250	800	
03-15-068-55350 03-15-068 Recreation/Program Supplies	338	11,303	11,000	3,450	
03-15-068-55354 03-15-068 Food Supplies	116	316	1,100	850	
03-15-068-70201 03-15-068 Full-Time Salaries And Wages	50,601	15,843	85,365	93,000	¹⁰
03-15-068-70202 03-15-068 Part-Time Seasonal Wages	290	2,809	(2,809)	0	
03-15-068-70501 03-15-068 Managers/Supervisors	0	37,433	0	0	
03-15-068-71001 03-15-068 Program/Facility Dir.	0	2,848	0	0	
03-15-068-81503 03-15-068 PT General Staff	0	300	0	0	
03-15-068-83003 03-15-068 Allowances/Reimbursements	847	843	850	850	
Special Events	54,790	72,891	101,982	114,350	
03-15-170 CU Days	16,769	2,728	719	11,565	
03-15-170-54206 03-15-170 Advertising/Publicity	489	0	0	600	
03-15-170-54234 03-15-170 Landfill Fees	344	0	0	400	
03-15-170-54250 03-15-170 Equipment Rental	1,515	0	0	1,515	
03-15-170-54285 03-15-170 Contractual Entertainment	7,790	0	533	7,800	
03-15-170-55315 03-15-170 Staff Uniforms	189	0	0	200	
03-15-170-55350 03-15-170 Recreation/Program Supplies	605	0	0	1,000	
03-15-170-55354 03-15-170 Food Supplies	6	0	0	50	
03-15-170-70201 03-15-170 Full-Time Salaries And Wages	3,547	2,728	186	0	
03-15-170-70202 03-15-170 Part-Time Seasonal Wages	2,284	0	0	0	
CU Days	16,769	2,728	719	11,565	
03-15-172 Family Dance	17,888	4,451	0	25,150	⁶
03-15-172-54202 03-15-172 Printing And Duplicating	522	0	0	400	
03-15-172-54206 03-15-172 Advertising/Publicity	75	0	0	300	
03-15-172-54251 03-15-172 Rental Facilities	9,744	0	0	20,000	¹⁹
03-15-172-54285 03-15-172 Contractual Entertainment	2,222	700	0	2,000	
03-15-172-55349 03-15-172 Plaques, Awards And Prizes	1,201	0	0	1,500	
03-15-172-55350 03-15-172 Recreation/Program Supplies	650	903	0	800	
03-15-172-59414 03-15-172 Credit Card Fees	47	0	0	150	
03-15-172-71001 03-15-172 Program/Facility Dir.	3,427	2,848	0	0	
Family Dances	17,888	4,451	0	25,150	
03-15-173 Egg Hunts	4,903	5,093	5,774	6,000	
03-15-173-54202 03-15-173 Printing And Duplicating	0	0	492	300	
03-15-173-54206 03-15-173 Advertising/Publicity	0	950	300	750	
03-15-173-54250 03-15-173 Equipment Rental	0	875	0	300	
03-15-173-54285 03-15-173 CONTRACTUAL ENTERTAINMEI	0	0	300	0	
03-15-173-55349 03-15-173 Plaques,Awards,Prizes	0	0	2,233	2,500	²⁰
03-15-173-55350 03-15-173 Recreation/Program Supplies	359	60	569	650	
03-15-173-55354 03-15-173 Food Supplies	1,117	0	1,880	1,500	
03-15-173-70201 03-15-173 Full-Time Salaries And Wages	3,427	3,208	0	0	¹⁰
Egg Hunts	4,903	5,093	5,774	6,000	
03-15-174 Halloween Funfest	3,810	3,087	189	6,380	
03-15-174-54202 03-15-174 Printing And Duplicating	35	132	166	600	²¹
03-15-174-54206 03-15-174 Advertising/Publicity	0	0	23	800	²¹
03-15-174-54250 03-15-174 Equipment Rental	0	0	0	500	
03-15-174-54285 03-15-174 Contractual Entertainment	590	0	0	880	
03-15-174-55349 03-15-174 Plaques,Awards,Prizes	156	317	0	500	
03-15-174-55350 03-15-174 Recreation/Program Supplies	1,155	1,214	0	1,100	
03-15-174-55354 03-15-174 Food Supplies	160	0	0	2,000	²²

Champaign Park District: Museum Fund: Special Events

DETAIL-ALL-3

Year End: April 30, 2022

TB Budget Grouping Totals All Funds Combined

Account	Rep 04/20	Rep 04/21	Projected 04/22	Proposed 04/23	Annotation
03-15-174-70201 03-15-174 Full-Time Salaries And Wages	1,714	1,424	0	0	¹⁰
Halloween Funfest	3,810	3,087	189	6,380	
03-15-177 Streetfest	21,781	2,848	0	21,975	
03-15-177-54202 03-15-177 Printing And Duplicating	49	0	0	350	
03-15-177-54206 03-15-177 Advertising/Publicity	1,050	0	0	1,275	
03-15-177-54234 03-15-177 Landfill Fees	463	0	0	500	
03-15-177-54250 03-15-177 Equipment Rental	2,385	0	0	3,500	²³
03-15-177-54281 03-15-177 Contractual Personnel	5,430	0	0	6,000	²⁴
03-15-177-54285 03-15-177 Contractual Entertainment	7,515	0	0	10,000	²⁵
03-15-177-55350 03-15-177 Recreation/Program Supplies	296	0	0	150	
03-15-177-55354 03-15-177 Food Supplies	54	0	0	200	
03-15-177-71001 03-15-177 Program Facility Dir.	3,427	2,848	0	0	
03-15-177-81503 03-15-177 PT General Staff	1,112	0	0	0	
Streetfest (Music Fest)	21,781	2,848	0	21,975	
03-15-100 Winter Nights	0	0	0	13,590	⁷
03-15-100-54202 03-15-100 Printing And Duplicating	0	0	0	650	
03-15-100-54206 03-15-100 Advertising/Publicity	0	0	0	800	
03-15-100-54250 03-15-100 Equipment Rental	0	0	0	500	
03-15-100-54285 03-15-100 Contractual Entertainment	0	0	0	800	
03-15-100-55350 03-15-100 Recreation/Program Supplies	0	0	0	9,000	²⁶
03-15-100-55354 03-15-100 Food Supplies	0	0	0	400	
03-15-100-70202 03-15-100 Part-Time Seasonal Wages	0	0	0	1,440	²⁷
Winter Nights	0	0	0	13,590	
03-15-101 West Side Arts	0	0	0	2,750	⁹
03-15-101-54206 03-15-101 Advertising/Publicity	0	0	0	1,250	
03-15-101-54285 03-15-101 Contractual Entertainment	0	0	0	1,500	
West Side Arts	0	0	0	2,750	
Total Expenditures	238,518	109,574	129,001	274,854	
Net Rev (Over) Under Expd	127,302	102,105	109,501	178,454	
Ending Fund Balance	127,302	102,105	109,501	178,454	

1. Illinois Arts council grant proceeds

2. Previously this was a one-day event and is being expanded into two-days for FYE2023.

3. Planning 1 title sponsor at \$6,000; 1 stage sponsor at \$6,000; and 4 friend sponsors at \$500 each

4. Moving from a one-day to a two-day event similar to Taste of CU. Fees include vendor registration at \$5000, BBQ competition registration fees \$300, booth registration \$500 and ticket sales from beer & kids zone of \$15,000.

5. Includes \$10,000 sponsorship from Pepsi

6. Previously referred to as Daddy Daughter Dance / Mom Prom

7. This event was grouped under special events 03-15-068 in the prior years and is now it's own budget to track the expenditures more accurately.

8. Estimated for a one title sponsor at \$5,000 and two friend sponsors at \$500 each.

9. New event in FYE2023

Champaign Park District: Museum Fund: Special Events

DETAIL-ALL-4

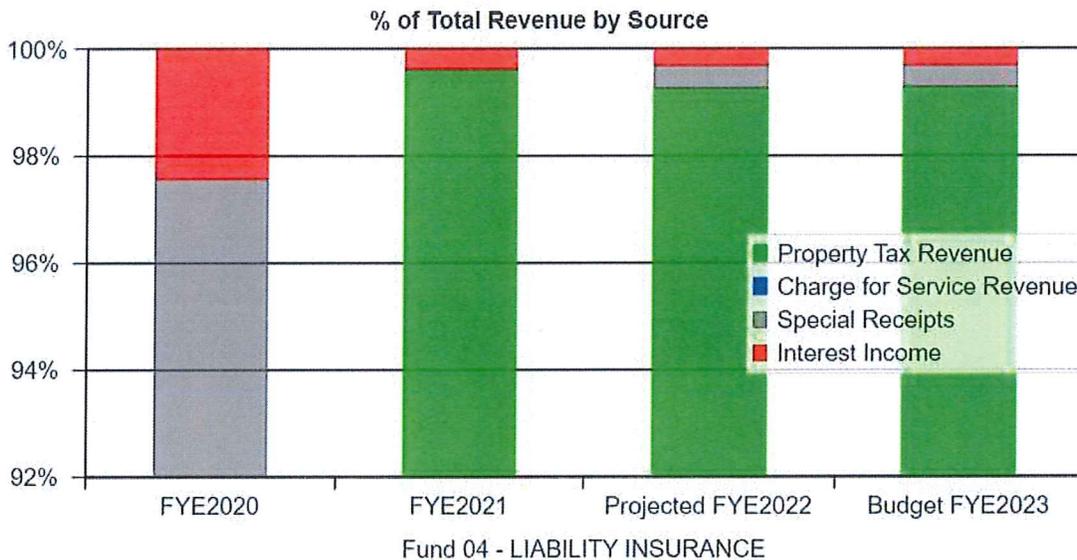
Year End: April 30, 2022

TB Budget Grouping Totals All Funds Combined

Account	Rep 04/20	Rep 04/21	Projected 04/22	Proposed 04/23	Annotation
10.					Full-time special events staff is now posted 100% to the general special events budget 03-15-068 starting in FYE2022. This is for 2 full-time employees: Special Events Manager and Special Events Coordinator. In prior years special events staff time was allocated to the various events held throughout the year.
11.					Special events assistant at \$13/hour 6 hours per day, 3 days per week for 22 weeks \$5,148. This is a new part-time position in FYE2023. Showmobile driver at \$31/hour 7 hours per day, 1 day per week for 11 weeks - \$2,046.
12.					Rental of tents, tables, chairs, generators, carnival, inflatables, golf carts, ice truck, etc. for the days of the event.
13.					water meter and food/alcohol permits
14.					Expenditures include \$8,000 for security, lumberjacks \$7,250; stage performances \$5,000; Sound techs \$3,000; professional pumpkin carvers \$1000 and DJ services \$300.
15.					Purchase of alcohol for sales
16.					Includes \$3,000 for movie licensing fees with remaining to offset boneyard cleanup and touch a truck
17.					Video tech for movies in the park - scheduled 6 for FYE2023
18.					3 scheduled events for Touch a truck/day in the park include face painter, balloon artist, and bubbles and Koop - \$3,600 Holiday in Whoville and Santa Phone Calls, \$700 Day in the Park performers for 3 events \$1,500
19.					No longer have the partnership agreement with the hotel to provide discounted pricing. Now paying full price for the rentals.
20.					Increased to \$1,000 per event to purchase better prizes with increased attendance, also includes \$500 for small toy egg stuffers
21.					New event and will need to redo all the marketing materials.
22.					Increase due to a larger venue planned in FYE2023 and expect an increase in participants.
23.					Rental of tables and chairs. No longer have a discount rate since new management took over the rental company.
24.					sound tech \$3,000 per streetfest
25.					\$5000 for each streetfest in June and July
26.					Purchase of additional lights, neon lights for display builds, supplies to build displays, and miscellaneous items.
27.					staffing to open and close the facility since volunteers cannot be utilized for this event

Liability Insurance Fund
Principal Responsibilities

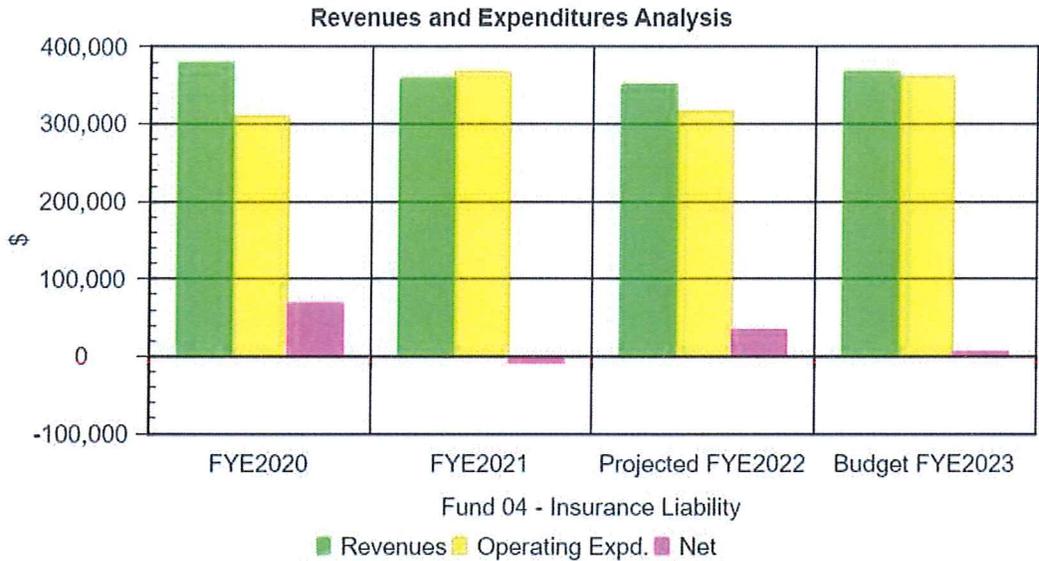
The Liability Insurance Fund covers the costs of insurance and the risk management program. Real estate taxes are levied in this fund to pay for and administer the Park District's required insurance coverage. The insurance coverage includes public officials' liability, general liability, property, workers' compensation, unemployment insurance, employment practices, pollution and other coverage. The Park District previously employed a full-time Risk Manager prior to FYE2022. During FYE2022 this position was reclassified to the Assistant Director of Administrative Services and splits time 50/50 between risk management and technology. This position administers and trains staff on the Park District's safety and risk policies and procedures. A portion of the salary for risk management and the related safety expenditures are charged to this fund. The Park District is a member of the Park District Risk Management Agency (PDRMA), a self-insurance pool for park districts and municipalities in Illinois. Currently there are more than 160 districts and municipalities participating in the pool.



Performance Indicators

	FYE2020	FYE2021	Projected FYE2022	Budget FYE2023
Operating Expenditures Per Capita	\$ 3.53	\$ 4.13	\$ 3.57	\$ 4.06
Park District Risk Management Agency Accreditation Level A Achieved	Yes	Yes	Yes	Yes

Liability Insurance Fund



Fund 04 - LIABILITY INSURANCE

	FYE2020	FYE2021	Projected FYE2022	Budget FYE2023
Estimated Revenues				
Property Tax Revenue	\$ 346,681	\$ 357,302	\$ 349,220	\$ 364,900
Charge for Service Revenue	60	-	-	-
Special Receipts	23,045	-	1,500	1,500
Interest Income	9,236	1,363	1,067	1,100
Total Estimated Revenues	\$ 379,022	\$ 358,665	\$ 351,787	\$ 367,500
Appropriations				
Salaries and Wages	\$ 45,248	\$ 54,606	\$ 49,778	\$ 33,500
Fringe Benefits	10,707	13,992	14,305	15,365
Contractual	4,752	110	221	1,929
Commodities/Supplies	3,901	6,002	2,814	6,600
Capital Outlay	16,357	64,087	32,143	73,804
Insurance	229,634	228,353	217,849	230,205
Total Appropriations	310,599	367,150	317,110	361,403
Net of Revenues Over (Under)				
Appropriations	68,423	(8,485)	34,677	6,097
Beginning Fund Balance	446,425	514,848	506,363	541,040
Ending Fund Balance	\$ 514,848	\$ 506,363	\$ 541,040	\$ 547,137

Liability Insurance Fund

Revenues are budgeted at \$367,500, an increase from prior year projected of \$15,713 or 4.5%. Property tax revenues increased 4.5% as a combination of the consumer price index, and growth in the assessed value. Expenditures are budgeted at \$361,403 which represents a \$44,293 increase from prior year projected, or 14.0%. These expenditure changes are a result of several items.

Salaries and wages decreased 32.7% since the risk manager position was reclassified to an assistant director and now oversees technology in addition to risk management. With this position change fifty percent (50%) is charged to the General Fund, and the remaining is charged to Liability Insurance Fund.

Fringe benefits increased 7.4% based on the benefit elections of the staff and changes to the benefit plans made during the last renewal cycle.

Insurance increased 5.7% based on actual salary and wage expenditures as well as experience ratings and the overall risk pool. These premiums are based on calendar year 2020 data and updated property values as part of an appraisal process conducted through PDRMA in FYE2022.

Capital outlay is projected to increased 129.6% to include \$18,804 of carryover from FYE2022 plus \$55,000 in new funding for security equipment upgrades as part of the capital plan.

Champaign Park District: LIABILITY INSURANCE

FUND 04

Year End: April 30, 2022

TB Budget Grouping Totals by Fund

Budget Grouping	Rep 04/20	Rep 04/21	Projected 04/22	Proposed 04/23	Annotation
Revenue					
R01 Property Tax Revenue	(346,681)	(357,302)	(349,220)	(364,900)	
R02 Charge for Service Revenue	(60)	0	0	0	
R09 Special Receipts	(23,045)	0	(1,500)	(1,500)	
R08 Interest Income	(9,236)	(1,363)	(1,067)	(1,100)	
Total Revenues	<u>(379,022)</u>	<u>(358,665)</u>	<u>(351,787)</u>	<u>(367,500)</u>	
Expenditures					
E01.100 Full-Time Salaries & Wages	45,248	54,606	49,778	33,500	1
E02 Fringe Benefits	10,707	13,992	14,305	15,365	
E03 Contractual	4,752	110	221	1,929	2
E04 Commodities/Supplies	3,901	6,002	2,814	6,600	3
E07 Capital Outlay	16,357	64,087	32,143	73,804	4
E10 Insurance	229,634	228,353	217,849	230,205	5
Total Expenditures	<u>310,599</u>	<u>367,150</u>	<u>317,110</u>	<u>361,403</u>	
Net Rev (Over) Under Expd	<u>(68,423)</u>	<u>8,485</u>	<u>(34,677)</u>	<u>(6,097)</u>	
FB2 Assigned Fund Balance	(446,425)	(514,848)	(506,363)	(541,040)	
Beginning Fund Balance	<u>(446,425)</u>	<u>(514,848)</u>	<u>(506,363)</u>	<u>(541,040)</u>	
Ending Fund Balance	<u>(514,848)</u>	<u>(506,363)</u>	<u>(541,040)</u>	<u>(547,137)</u>	

1. Funds 1 & 4 - Risk manager position was reclassified to Assistant Director of Administrative Services during FYE2022 and oversees both risk and technology services. This position will now be split 50% to fund 4 and 50% to fund 1 general in FYE2023.

2. Fund 4 - hazmat software was last contracted in FYE2019 under a 3-year agreement. This is up for renewal in FYE2023.

3. Fund 4 \$2000 set aside for ergonomic items such as office chairs, stand up desks, other items. \$4,600 is specific to purchasing/replacing CPR training books and supplies for in-house CPR trainings.

4. Fund 4 capital outlay includes carryover from FYE2022 of \$18,804 with \$55,000 in new capital funding as approved by capital improvement plan.

5. Based on the 2022 premiums with a 10% increase projected beginning 1/1/2023.



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: June 8, 2022

SUBJECT: OSLAD Grant Application Discussion

Background

The Illinois Department of Natural Resources (IDNR) will accept applications for the Open Space Land Acquisition and Development (OSLAD) grant, most likely, between July 15th and September 1st this year. OSLAD grants provide for outdoor recreation amenities, and this year's State budget is \$56,000,000 which is twice the normal funding for the OSLAD grant. Applications that include a variety of amenities are typically the most competitive, but all types of outdoor recreation projects are awarded. The grant is a 50% matching grant with a maximum award/reimbursement of \$400,000. The time frame for completing an OSLAD grant funded project is normally two years from the time of award.

Budget Impact

The Park District is responsible for funding an entire project, and through the OSLAD grant would be reimbursed 50% (up to \$400,000) from the program. Since the State funding is so high, the Illinois Association of Park Districts (IAPD) mentioned the possibility of applicants being able to submit more than one grant application this year.

Discussion

If the District chose to apply for one or more OSLAD opportunities this year, an appropriate project at a suitable location needs to be determined. The recommendation is to apply for the full \$800,000 amount for any of the following projects:

1. *Douglass Park, Baseball*—Add a new concession stand with restrooms, dugout fencing on the tee-ball field, shade coverings for both fields, and make a new small baseball field in the NW park corner of the open field across from the current tee-ball field.
2. *Skelton Park, African American Heritage Trail*—Make improvements and provide amenities including a new path, sculpture, outdoor musical instruments, and a small shade structure for concerts and events.
3. *Centennial Park, Sholem Aquatic Center*—Add a deep well or program pool near the filter building.
4. *Centennial Park, Prairie Farm*—Construct new education/program shelter with public restrooms.
5. *Heritage Park*—Add a nature playground, bridge over the Copper Slough, and new parking lot.
6. *Centennial Park, Pickleball Complex*—Phase 2 includes 8 additional courts, restrooms, vending, parking lot, and lights.
7. *Kaufman Park*—Replace existing boathouse with new large shelter and restrooms.
8. *Clark Park*—Improvements including a new playground, new basketball court, sidewalk and seating area around sand play area, and an accessible path throughout the park.

Direction

Staff is seeking Board consensus and direction on which OSLAD grant application (or applications) to pursue. With that consideration, Planning staff will present a detailed project scope and cost estimate for potential OSLAD projects at the July 27, 2022 Board Meeting.

Prepared by:

Andrew Weiss
Director of Planning

Reviewed by:

Joe DeLuce, CPRP
Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: June 8, 2022

SUBJECT: Distinguished Agency Accreditation Program

Background

The Champaign Park District participates in the Illinois Distinguished Agency program which is sponsored by the Illinois Association of Park Districts and the Illinois Park and Recreation Association. The goal of the Illinois Distinguished Accreditation program is to improve the delivery of recreation services to the residents of Illinois through a voluntary comprehensive evaluation process. The desired result is to improve the quality of life for Illinois residents and to recognize those agencies that provide this quality service.

The Champaign Park District went through the initial accreditation in 1999 and was recognized as a distinguished agency from 2000 to 2005. The Park District then was re-certified from 2006-2011, 2012-2017, and 2018-2023 and now the Park District has applied to participate in the accreditation process for 2024-2029.

Discussion

Distinguished Agency Accreditation requires evidence of compliance for a long list of standards which need to be met in order to be approved. As part of this process the Park Board has been asked to review and approve numerous policies which need to be revised, updated or developed to meet the various standards.

Staff recommends review of the statements and policies from the Board Policy Manual:

- a. American's with Disabilities Act Policy
- b. American's with Disabilities Program Statement
- c. FOIA and Fee Schedule
- d. New Employee Reporting Policy
- e. Safety Policy

Additionally, staff recommends review of the Compensation Policy. The Board requested revisions of this policy and staff present updates for the Board to review, consider, and discuss.

Prepared by:

Jarrold Scheunemann
Director of Administrative Services

Reviewed by:

Joe DeLuce
Executive Director



American's with Disabilities Act Policy

The Champaign Park District (Park District) is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is the Park District's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. The Park District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Park District aware of ~~his or her~~their disability, provided that such accommodation does not constitute an undue hardship on the Park District.

The Park District will make all decisions concerning recruitment, placement, selection, training, hiring, advancement, termination or other terms, conditions, or privileges of employment based on job-related qualifications and abilities. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their Department Head. The Park District encourages individuals with disabilities to come forward and request reasonable accommodation. If ~~you-staff~~ feel uncomfortable making an accommodation request to ~~your-their~~ Department Head or ~~you-they~~ believe ~~your-their~~ accommodation request was not properly managed, the staff member may then report it to the Human Resources Manager.

On receipt of an accommodation request, ~~your-the~~ Department Head and ~~your~~ immediate supervisor ~~will~~ shall meet with ~~you-the staff member~~ to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Park District might make to help overcome those limitations and perform the essential job functions of ~~your-their~~ position. The Park District ~~will-shall~~ determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the Park District's overall financial resources, the accommodation's impact on the operation of ~~your-the~~ department, including the ability of other employees to perform their duties, and on the Park District's ability to provide its services to the public.

What is considered a reasonable accommodation will be based on a case-by-case analysis. The Park District will inform the employee of its decision, and if the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final. The ADA does not require the Park District to make the *best* possible accommodation, to reallocate essential job functions, to create new positions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.).

An employee or job applicant who has questions regarding this policy or believes that ~~he or she~~they had been discriminated against based on a disability should immediately notify the Executive Director. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

Approved by Board of Commissioners February 9, 2011

Revised by Board of Commissioners April 27, 2016

Revised by Board of Commissioners

Kevin J. Miller, President

Joe DeLuce, Executive Director

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.



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On receipt of an accommodation request, the Department Head and immediate supervisor shall meet with the staff member to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Park District might make to help overcome those limitations and perform the essential job functions of their position. The Park District shall determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the Park District's overall financial resources, the accommodation's impact on the operation of the department, including the ability of other employees to perform their duties, and on the Park District's ability to provide its services to the public.

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Approved by Board of Commissioners February 9, 2011
Revised by Board of Commissioners April 27, 2016
Revised by Board of Commissioners _____

Kevin J. Miller, President

Joe DeLuce, Executive Director

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American's with Disabilities Act Program Statement

~~The Champaign Park District strives to comply with the Americans with Disabilities Act (ADA), as well as the ADA Amendments Act of 2008, which prohibit discrimination against persons with disabilities in the provision of programs, services and activities. The Park District will make reasonable accommodations in recreation programs, services and activities to enable participation by an individual with a disability who meets essential eligibility requirements. The ADA and ADA Amendments Act require that recreation programs offered by the Park District be available in the most integrated setting appropriate for each individual.~~

~~If a patron or member of a patron's family needs special assistance or accommodations to participate in any Park District program that information is to be indicated on the Park District registration form.~~

~~The Park District has appointed Caitlin Hitzeman, Champaign-Urbana Special Recreation (CUSR) Adult Program Coordinator, as its ADA compliance officer. If there are any questions or concerns about access to recreation for Americans with disabilities, she may be contacted via email at Caitlin.Hitzeman@champaignparks.com or phone (217)239-1152.~~

~~In accordance with Title II of the Americans with Disabilities Act of 1990 (ADA), as amended, the Champaign Park District (Park District) does not discriminate on the basis of disability. The Park District will make all reasonable modifications to policies and programs to ensure that every qualified individual with a disability has an equal opportunity to enjoy all of its programs, services, and activities, provided an individual meets essential eligibility requirements for participation. The ADA requires that recreation programs offered by the Park District be available in the most integrated setting appropriate for each individual.~~

~~Upon request, the Park District will generally provide qualified individuals auxiliary aids and services to allow them to participate equally in the Park District's programs, services, and activities or for effective communication. Anyone who requires auxiliary aids or other services should contact the Park District as soon as possible but no later than 48 hours before the scheduled event.~~

~~If you or a member of your family needs special assistance or accommodations to participate in any Park District program, please indicate on the Park District registration form.~~

~~The Park District has appointed Andrew Weiss, Director of Planning, as the ADA compliance officer. If you have any questions or concerns about access to recreation for Americans with Disabilities, you may contact him via e-mail at andrew.weiss@champaignparks.org or phone 217-819-3822.~~

~~Please note that the ADA does not require the Park District to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.~~

Approved by Board of Commissioners August 23, 2017

Revised by Board of Commissioners

Kevin J. Miller, President

Joe DeLuce, Executive Director

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Approved by Board of Commissioners August 23, 2017
Revised by Board of Commissioners _____

Kevin J. Miller, President

Joe DeLuce, Executive Director



The purpose of this policy is for the Champaign Park District Board of Commissioners (Board) and Executive Director (Director) to document criteria relating to compensation of employees and other officers, All Board members serve without compensation, although they may be reimbursed for authorized expenses.

Officers

The Board shall annually appoint a Treasurer, a Secretary, and an Assistant Secretary to the Board. Those officers shall serve at the pleasure of the Board. The Secretary, Assistant Secretary, and Treasurer positions may be held with or without minimal compensation as determined by the Board. Such officers may be reimbursed for authorized expenses.

Attorney

The Board may employ and fix the compensation of the Champaign Park District (Park District) attorney who shall undertake prescribed duties and other legal matters as may be deemed necessary. The Park District attorney shall attend regular monthly Park Board meetings and, when requested to do so, special meetings. Such attorney shall have charge of legal matters and of the prosecution and defense of all litigation in which the Park District is interested, as determined by the Board.

Executive Director

~~The Director is appointed by the Board. The Board shall determine the Director's compensation and benefits. Annual adjustments may be given at the beginning of each fiscal year in accordance with the policies set forth in the personnel manual.~~

~~The Board shall determine the annual compensation for the Director by April 30th of each year and the merit increase shall be effective on May 1st each year. The Board shall also provide the Director with specific annual goals for the next fiscal year by May 1st of each year.~~

Employees

~~The Board shall review and approve the Director's recommendations for salary ranges as part of the annual all staff merit increase process.~~

~~The Director of Human Resources shall evaluate all new hire's experience and education to determine the appropriate starting salary within the approved salary ranges, then submit the recommendation to the Executive Director for approval.~~

~~The Director may approve other compensation adjustments for all employees except the Department Heads; provided that, the adjustments are within the overall budget and employee compensation ranges approved by the Board.~~

~~The Director shall make a formal recommendation to the Board for approval to hire, promote, and adjust compensation for all Department Heads.~~

~~The Director may recommend the establishment of additional Department Head positions or titles,~~

which shall be subject to Board approval.

~~The Board shall determine the starting compensation range for all positions pursuant to criteria recommended by the Director. Except at the discretion of the Board, any decision to compensate a new employee above the starting compensation range must have the prior approval of the Director. The Director may approve other compensation adjustments; provided that, the adjustments are within the overall budget and employee compensation ranges approved by the Board.~~

~~The Director shall determine the compensation of all subordinate directors, department heads, and other employees; provided that, such compensation shall be in consultation with the Board President. The Director may recommend the establishment of additional management positions or titles, which shall be subject to Board approval.~~

The Board may approve an annual amount for merit pool compensation as recommended by the Director in connection with the annual budget process, when funds are available as determined by the Board. The compensation program shall be in accordance with the Personnel Manual and applicable law.

Approved by Board of Commissioners	April 14, 1999
Revised by Board of Commissioners	September 14, 2005
Revised by Board of Commissioners	September 12, 2007
Revised by Board of Commissioners	October 12, 2011
Revised by Board of Commissioners	October, 12, 2016
Revised by Board of Commissioners	November 10, 2020
<u>Revised by Board of Commissioners</u>	

Craig W. HaysKevin J. Miller, President

Joseph C. DeLuce, Executive Director



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Revised by Board of Commissioners	October, 12, 2016
Revised by Board of Commissioners	November 10, 2020
Revised by Board of Commissioners	_____

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director



Freedom of Information Act (FOIA) and Fee Schedule

In accordance with 5 ILCS 140/1, et seq. (Freedom of Information Act), the Champaign Park District shall make available to any person for inspection or copying all public records, except as otherwise exempted as provided for therein or in accordance with law.

Persons may request public records either via email or in writing. Requestors are encouraged to submit requests in writing to expedite accurate processing of their requests through the Executive Director (Director) at 706 Kenwood Road, Champaign, Illinois 61821 or to FOIA.officer@champaignparks.com. Requests shall be sufficiently detailed to identify the documents sought to be examined or copied.

Commissioners and Park District employees or agents receiving a request for public records shall coordinate responses through the ~~Executive~~ Director's office. The ~~Executive~~ Director shall determine which Park District personnel and departments are to provide assistance in responding to the request.

The Park District shall not be obligated to create a new record or compile lists or information from various existing records to accommodate a public records request.

The following Schedule of Fees shall be distributed to each office and shall be updated as needed, so that fees can be communicated by all personnel to persons requesting public records.

<u>Type of Record Duplicated</u>	<u>Fees</u>
Letter page, one side	\$0.15 (First 50 pages free)
Certified copy charge, per page	\$2.00
Computer records-CD	\$0.75 per CD
Computer records-DVD <u>Recording Media</u>	\$1.00 per DVD <u>The fee charged for producing records in an electronic format shall be the actual cost incurred by the Park District for purchasing the recording medium.</u>

Note: For copies not listed above; the charge shall be limited to the actual cost of duplication.

Approved by Board of Commissioners	September 14, 2005
Revised by Board of Commissioners	July 13, 2011
Revised by Board of Commissioners	November 9, 2016
<u>Revised by Board of Commissioners</u>	

Kevin J. Miller, President

Joseph DeLuce, Executive Director



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Letter page, one side	\$0.15 (First 50 pages free)
Certified copy charge, per page	\$2.00
Recording Media	The fee charged for producing records in an electronic format shall be the actual cost incurred by the Park District for purchasing the recording medium.

Note: For copies not listed above; the charge shall be limited to the actual cost of duplication.

Approved by Board of Commissioners	September 14, 2005
Revised by Board of Commissioners	July 13, 2011
Revised by Board of Commissioners	November 9, 2016
Revised by Board of Commissioners	_____

Kevin J. Miller, President

Joseph DeLuce, Executive Director



New Employee Reporting Policy

It shall be the policy of the Champaign Park District Board of Commissioners (Board) that the Champaign Park District (Park District) comply in all regards with requirements of the Employer's Requirement to Report New Employees Rules enacted effective October 1, 1997 as well as the Child Support Enforcement Task Force requirements. The Executive Director and staff are directed to work with the State of Illinois to assure all forms are properly completed and returned to the proper authorities in compliance with the current statutes.

Approved by Board of Commissioners	October 13, 1999
Revised by Board of Commissioners	September 14, 2005
Revised by Board of Commissioners	June 8, 2011
Revised by Board of Commissioners	May 11, 2016
<u>Revised by Board of Commissioners</u>	

Kevin J. Miller, President

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Approved by Board of Commissioners
Revised by Board of Commissioners
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Revised by Board of Commissioners
Revised by Board of Commissioners

October 13, 1999
September 14, 2005
June 8, 2011
May 11, 2016

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director



Safety Policy

The Champaign Park District (Park District) acknowledges an obligation to provide safe working conditions for employees as well as a safe environment for members of the public using facilities and parks and participating in programs.

It is the intention of the Park District to develop, implement and administer a safety and comprehensive loss control program. In all of the Park District activities, the health and safety of employees and the public is an important consideration.

Personnel at all levels are directed to make safety a matter of continuing and mutual concern, equal in importance with all other operational considerations. Each supervisor is to ensure that work is ~~done~~ completed in a safe manner, inspections are conducted on a regular basis, hazards are addressed, the proper use of personal protective equipment where required, -and accidents are investigated.

Safety adherence and implementation shall be an important part of each Park District performance appraisal.

Approved by Board of Commissioners	March 12, 1997
Revised by Board of Commissioners	September 14, 2005
Revised by Board of Commissioners	July 13, 2011
Revised by Board of Commissioners	November 9, 2016
Revised by Board of Commissioners	August 23, 2017
<u>Revised by Board of Commissioners</u>	

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director

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.

Section IV.7



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Approved by Board of Commissioners	March 12, 1997
Revised by Board of Commissioners	September 14, 2005
Revised by Board of Commissioners	July 13, 2011
Revised by Board of Commissioners	November 9, 2016
Revised by Board of Commissioners	August 23, 2017
Revised by Board of Commissioners	_____

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director

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Section IV.7



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: May 25, 2022 (Revised for June 8, 2022)

SUBJECT: Rules and Regulations Ordinance Review

Background

The District, the employees and the patrons are guided by rules and regulations in order to protect employees, infrastructure and assets. The rules and regulations are set by the Board of Commissioners. Best practice in our field is to have a review of the ordinance and the contents of the rules every five to seven years to ensure that goals are being met and protections are in place.

An internal committee was formed to review the current version and a draft of those changes were given to all staff to review. The agreed upon changes from both processes are included in the draft presented to you with this memo.

The committee used six examples from around the state to update and cross reference our current Rules and Regulations Ordinance. They include: Bartlett Parks, Clarendon Hills Parks, Elmhurst Park Dist., Forest Preserve Dist. of DuPage County, Geauga Park Dist., and Lake Bluff Park District. I can send copies of these ordinances if you would like.

We also discussed the Rules and Regulations process with our representative from the Park District Risk Management Agency (PDRMA). They do not provide input or templates for the rules and regulations to their clients.

The committee has suggested several changes to our ordinance with the majority of them being additions to the document. The permit section has had significant changes based on current procedures, and is essentially a re-write of that section. We are supplying the current ordinance as well as a red-lined version of the document for your use. Although we are supplying you the document in its entirety, we are suggesting a breakdown in chapters for review. The breakdown can be found in the Action Requested section.

Prior Board Action

July 31, 1958 – Ordinance No. 10 Regulating Parks was original.
May 14, 1959 – Ordinance No. 20
July 25, 1974 – Ordinance No. 141
July 14, 1977 – Ordinance No. 183
March 13, 1980 – Ordinance No. 210
Sept. 10, 1981 – Ordinance No. 227
Feb. 10, 1983 – Ordinance No. 237
Oct. 14, 1987 – Ordinance No. 278
Sept. 9, 1998 – Ordinance No. 409
June 9, 2004 – Ordinance No. 479
Oct. 12, 2005 – Ordinance No. 494
Aug. 24, 2011 – Ordinance No. 559
Dec. 14, 2016 – Ordinance No. 618

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.

Each new version repealed the previous version.

The Board approved the latest version in 2016. In examining the previous two approved ordinances, staff did not have substantial recommendations to change the document in 2016.

Budget Impact

There is no direct budget impact for the review and approval of this ordinance.

Recommended Action

At this time, we are Commissioners to focus on the content of the document. General editing (such as spacing, spelling, numbering, etc.) can be skipped as they will change as we go through the review process. Similarly, the Definitions section will be compiled when all other sections are complete.

Comments will be captured at the meeting and can be sent directly to Dan Olson during the month of review.

Timeline for Commissioners Review and Comments:

June 8, 2022 – Chapter 2 – *Public Use*, Chapter 3 – *Protection of Property Structure and Natural Resources*, and Chapter 4 – *Regulation of Recreational Activities*.

June 22, 2022 – Chapter 5 – *Regulation of Vehicles, Traffic and Parking* and Chapter 6 – *Regulation of Personal Conduct and Behavior*.

July 27, 2022 – Chapter 7 – *Enforcement*, Chapter 8 – *Miscellaneous*, and Chapter 9 – *Amendments*.

Aug. 24, 2022 – Final comments on all chapters.

Oct. 26, 2022 – Board approval of Ordinance.

Prepared by:

Reviewed by:

Daniel Olson
Director of Operations

Joe DeLuce
Executive Director

**AN ORDINANCE
REGULATING THE USE
OF THE PARKS AND PROPERTY
OWNED OR CONTROLLED BY
THE CHAMPAIGN PARK DISTRICT**



Mission Statement

The mission of the Champaign Park District is to provide quality parks and recreation for our community.

**CHAMPAIGN PARK DISTRICT
ORDINANCE NO. 559**

**AN ORDINANCE REGULATING THE USE OF THE PARKS
AND PROPERTY OWNED OR CONTROLLED BY THE
CHAMPAIGN PARK DISTRICT (hereinafter referred to as,
“Park District”).**

WHEREAS, the Champaign Park District is an Illinois Municipal corporation operating within territory predominantly in the City of Champaign, Champaign County, Illinois; and

WHEREAS, it is reasonable, necessary and desirable for the Park District to establish rules and regulations in order to provide for the safe and peaceful use of its parks; and

WHEREAS, it is reasonable, necessary and desirable for the Park District to establish rules and regulations in order to provide for the government, protection and preservation of the property, facilities and resources of the parks; and

WHEREAS, the Park Board of Commissioners has determined that is has become necessary and desirable to update the prior Ordinance No. 494 Providing for the Regulations and Restrictions Governing the Use of the Parks Under the Jurisdiction of the Board of the Park District so as to clearly reflect changes in law, circumstances and the needs of the Park District; and

WHEREAS, Ordinance No. 10 Regulating Parks was first adopted July 31, 1958, amended by Ordinance No. 20, adopted May 14, 1959, amended by Ordinance No. 141, adopted July 25, 1974, amended by Ordinance No. 183, adopted July 14, 1977, amended by Ordinance No. 210, adopted March 13, 1980, amended by Ordinance No. 227, adopted September 10, 1981, amended by Ordinance No. 237, adopted February 10, 1983, amended by Ordinance No. 278, adopted October 14, 1987, amended by Ordinance No. 409, adopted September 9, 1998, **Ordinance 479, adopted June 9, 2004, amended by Ordinance No 494, adopted October 12, 2005**, and all ordinances amendatory thereto, are hereby repealed effective as of the date of the adoption of this ordinance.

WHEREAS, the Park Board has determined it is in the best interests of the Park District to adopt this ordinance and regulations and restrictions, being Exhibit “A” in its entirety, and incorporated herein as if set forth in full as the Ordinance Regulating the Use of the Park and Property Owned or Controlled.

BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE CHAMPAIGN PARK DISTRICT THAT:

SECTION 1. ADOPTION. That the provisions contained in the Ordinance and being Exhibit “A,” appended hereto and expressly made a part thereof, be and the same are hereby adopted as the “Ordinance Regulating the Use of the parks and Property Owned or Controlled by the Champaign Park District” within the Champaign Park District, Champaign County, Illinois.

SECTION 2. SEVERABILITY: The various provisions of this Ordinance are to be considered as severable and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such holding or decision shall not affect the validity of the remaining provisions of this ordinance which shall remain in full force and effect.

SECTION 3. REPEAL OF PRIOR ORDINANCES: All prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed.

SECTION 4. EFFECTIVE DATE: This Ordinance shall be effective immediately upon its passage, approval, publication as provided by applicable law.

PASSED AND APPROVED this ____ day of August, 2011.

Newton H. Dodds, President

ATTEST

Bobbie Herakovich, Secretary

EXHIBIT “A”

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CHAPTER 9 – AMENDMENTS

CHAPTER 1 – Definitions

Section 1 – Short Title

The ordinance regulating the use of the parks and property owned or controlled by the Champaign Park District, Champaign, Illinois; providing for conduct and enforcement; and providing penalties for the violation of its provisions shall be known and may be cited as the “Ordinance Regulating Conduct in Public Parks.”

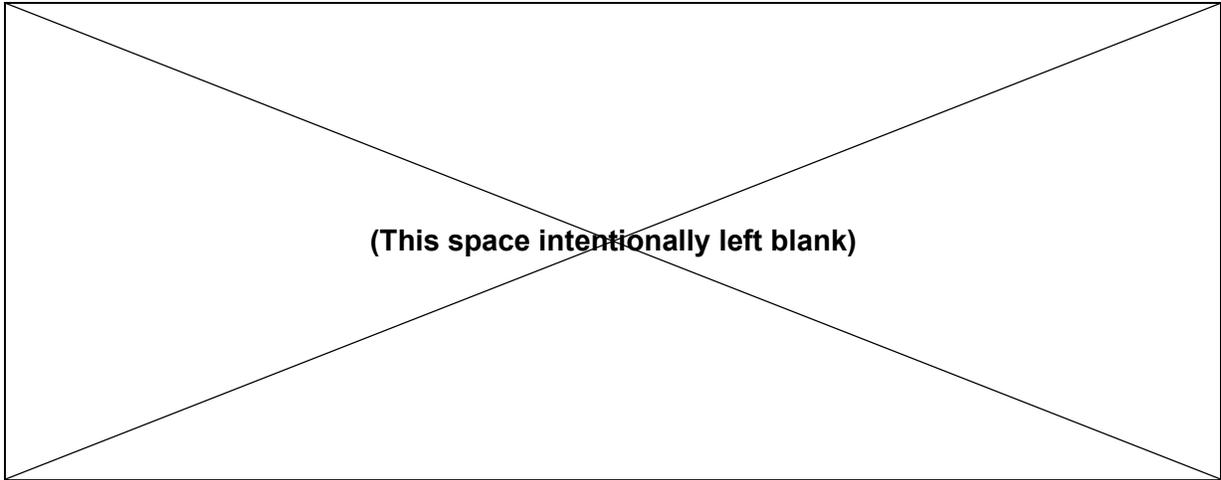
Section 2 – Definitions

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number and words in the singular number include the plural number; words importing the masculine gender shall include the feminine, and words importing the feminine gender shall include the masculine. The word “shall” is always mandatory and not merely directory.

- A. “Authorized Agent” is any person granted authority by the Champaign Park District Board of Commissioners and Executive Director.
- B. “City” is the City of Champaign, Illinois.
- C. “Executive Director” is the person appointed and designated by the Park Board to administer the policies established by the Park Board.
- D. “Employee” is any employee of the Champaign Park District.
- E. “Park” is any park or property owned, leased or controlled by the Champaign Park District, such as play field, playground, pool, golf course, and recreation center or any other area or facility in the Park District, and devoted to active or passive recreation.
- F. “Park Board” is the Board of Commissioners of the Champaign Park District by which all policy matters are established pertaining to the Park District.
- G. “Park District” is the Champaign Park District of Champaign County, Illinois including its parks, properties, facilities, buildings, Board of Commissioners, employees and its agents.
- H. “Person” is any natural person, firm, partnership, association, corporation, governmental unit, company, entity or any organization of any kind.
- I. “Police Officer” is any individual trained in the methods of law enforcement and authorized to maintain peace, safety, and order.
- J. “Pollution” is the contamination or other alteration of the physical, chemical, or biological properties of park waters or land, including changes in the temperatures,

taste, color, turbidity or odor of park waters or any discharge of any liquid, gas, solid, or other substance into or onto park waters or property that will or is likely to create a public nuisance or render such waters or property harmful or detrimental to the public health, safety or welfare, or to domestic, recreational or other beneficial uses, or to wild animals, birds, fish or other aquatic life.

- K. "Department Head" is the person immediately in charge of any park area or department and its activities and to whom all employees of such area or department are responsible.
- L. "Vehicle" is any wheeled conveyance, whether motor powered or self propelled. The term shall include any trailer in tow of any size, kind or description, except for baby carriages, children's wagon or bicycle and vehicles in the service of the Park District.
- M. "Area(s)" where used means a specified place within a park.
- N. "Overnight" wherever used means the time when the park or facility is officially closed until it opens the following day.
- O. "Parking Area" wherever used means any designated park or any park road or drive, or special area contiguous thereto that is set apart for the standing or stationing of vehicles as deemed by the Park District.
- P. "Permit" wherever used means the written permission of the District that must be obtained and possessed to engage in a specific activity.
- Q. "Posted" wherever used means any notice which is displayed whether by a sign in a park, park district building, entrance to a park, or is available at the Administrative Office, the location being at the discretion of the Park District.
- R. "Property" wherever used means any lands, waters, facilities or possessions of the District, whether in fee, as a leasehold or by management agreement.
- S. "Watercraft: wherever used means any device or conveyance utilized on water whether propelled by motor, engine, wind or human power. The terms include, but is not limited to, any boat, canoe or raft.
- T. "Waters" where used means waters within the jurisdiction of the Park District.



CHAPTER 2 – Public Use

Section 1 – Public Use and Mission

Parks are for use by the general public. This ordinance is intended to further that function, as well as regulate the use of the parks and property maintained by the Park District, and protect the rights of those owning property adjacent to such parks.

Section 2 – Hours of Use

- A. All Parks of the Park District shall be closed to the public as posted from either dusk or 11:00 p.m., prevailing local time until 5:00 a.m., prevailing local time, on the following morning unless otherwise posted.
- B. All persons, except employees of the Park District whose duties require their presence, shall not remain in a park when a park is not open to the public without a permit from the Park District.
- C. Park hours shall be posted.

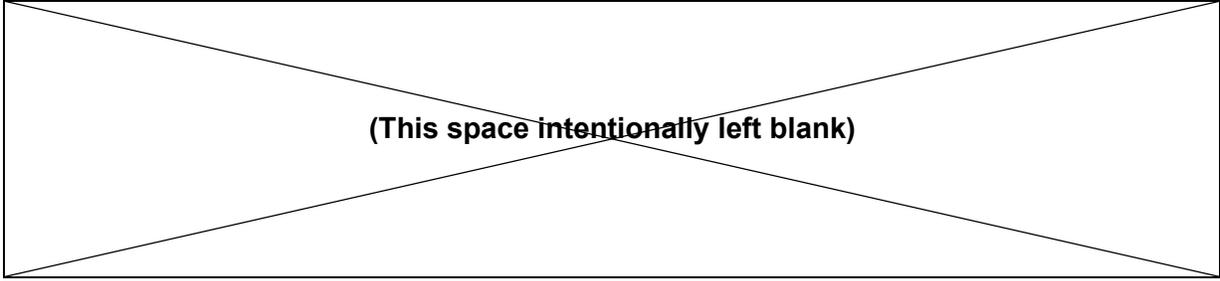
Section 3 – Park Use Permits

- A. No person shall conduct, operate, present, manage or take part in the following activities in a park unless a permit is obtained from the Park District or its authorized agent prior to the start of the activity:
 - 1. Any contest, show, exhibit, dramatic performance, play act, motion picture, commercial photo shoot, acrobatic feat, bazaar, organized sporting event, radio or television broadcast, ceremony, children’s day camp, fair, circus, musical event or any public meeting, religious event, assembly or parade, including, without limitation, drills and maneuvers, rallies, picketing, marches or political meetings of any kind or character whatsoever.
 - 2. Any use of any park or facility by a certain person or group of persons to the exclusion of others.
 - 3. Any picnic, outing or gathering sponsored by any person or organization, or composed of twenty-five (25) or more persons, except as to particular parks designated by the Park District.
- B. Persons desiring general or exclusive use of parks or facilities or who would like to engage in the above-referenced activities shall apply to the Park District for a permit under the following categories and subject to established fees and charges:
 - 1. **Picnics:** General picnicking in Park District parks does not require a permit. No person shall picnic other than in a designated area. Individual grills and picnic tables are available to non-permit picnickers on a first-come/first-served basis. A permit, known as a Park Use Permit, must be obtained for groups of twenty-five (25) or more persons.

2. **Facility Rental:** A Park Use Permit is required for exclusive use and rental of pavilions, buildings, sports fields and open space areas. Park Use Permits may be applied for beginning in January for the upcoming season and such applications shall be submitted during regular business hours. Applications are processed on a first-come/first-served basis. The applicable rental fee and deposit must accompany the application. All cancellations must be in writing. Upon submittal of an application, required information and payment of associated fees, a Park Use Permit may be issued.
 3. **Park Use Permit.** A Park Use Permit is required for any group of twenty-five (25) or more persons requesting the use of a specific park for one or more of the following reasons such as: a picnic, meeting, athletic event, rally, walk-a-thon, march or some type of religious event. Any type of religious ceremony must be approved by the Executive Director of the Park District. Park Use Permits are also required for a teacher or school planning an annual field day or class fun day activity or a family wishing to host a reunion or celebration. Upon submittal of an application and payment of associated fees, a Park Use Permit may be issued.
- C. **Permits in General:** Permits are not transferable or assignable without the written consent of the Park District or its authorized agent. Minor changes in a permit may be requested and may be made upon written request. Additional fees and charges may apply. The request for change must be made at least seventy-two (72) hours prior to the event. Permits may also be required for other activities as determined by the Park District.
1. **Standards for Issuance:** The Park District or its authorized agent shall issue a permit hereunder when it finds:
 - a. That the proposed activity or use of the parks shall not interfere with or detract from the general public's use and enjoyment of the park and surrounding property or facilities.
 - b. That the proposed activity and use will not interfere with or detract from the promotion of public health.
 - c. That the proposed activity or use is not anticipated to incite violence, crime or disorderly conduct.
 - d. That the proposed activity will not entail unusual, extraordinary or burdensome expense or police operation by the Park District or expose it to extraordinary liability.
 - e. That the facilities desired have not been reserved for other use on the day and time sought in the application.
 - f. That the proposed activity is compatible with the type of park, size and character of the area or waters involved and the facilities available; that adequate parking is available; that the proposed activity does not exclude other public use of the park; and that it is not expected to cause irreparable harm or extreme damage to the natural environment of the park.
 - g. That the proposed activity does not include unattended displays.
 2. **Additional Conditions:** Additional conditions for issuance of the permit may be, but are not limited to:
-

- a. Requiring proof establishing the amount of liability insurance required, and/or requiring an indemnification and hold harmless agreement or requiring a certificate of insurance naming the Park District as an additional insured.
 - b. Requiring the applicant to post a refundable deposit or security for the repair of any damage to Park District property, the cost of cleanup or both.
 - c. Requiring the applicant to furnish additional security forces, at the applicant's expense, as approved by the Park District. An applicant may be required to hire City of Champaign police at the applicant's expense to provide security for an activity or event.
 - d. Requiring the applicant to furnish additional sanitary and refuse facilities that might be necessary based on the use or activity for which the permit is sought.
 - e. If an applicant is requesting to sell food at the proposed activity, it shall be necessary for the applicant to obtain a permit from the Champaign County Public Health Department.
 - f. Requiring the applicant to pay for above normal use of electricity and the erecting of tents.
 - g. Requiring the applicant to comply with the Park District's risk management requirements for safe operation.
3. **Issuance of a Permit:** Once the Park District approves a permit the applicant must pay all necessary fees and charges before the permit is issued. A permit is not transferable or assignable from the applicant to any other person without the permission of the Park District. The permit holder must make the permit available for inspection by any law enforcement office or Park District employees on the date for which the permit or activity is being held to ascertain compliance with the terms and conditions of the permit.
4. **Effect of Permits:** A permittee shall be bound by all Park District rules, regulations and applicable ordinances, federal, county and local laws which are incorporated by reference into each permit.
5. **Liability of Permittee:** The person or persons to whom a permit is issued shall be liable for any loss, damage or injury to person or property sustained by anyone to whatever extent by reason of the acts or omissions of the person or persons to whom such permit shall have been issued.

Revocation: The Park District shall have the right and authority to revoke a permit upon finding a violation of any rule, regulation or ordinance; violation of any term or condition of the permit, including failure to produce the permit for inspection upon request of any law enforcement officer or Park District employee; providing false or misleading information on the application for the permit; or upon good cause shown as determined within the sole reasonable discretion of the Park District.



CHAPTER 3 – Protection of Property, Structures and Natural Resources

Section 1 – Destruction or Misuse of Property and Structures

No person shall upon or in connection with any property of the Champaign Park District:

- A. Destroy, deface, paint, alter, or remove any monument, stone, marker, benchmark, stake, post or blaze marking or designation of any boundary line, survey line or reference point.
- B. Cut, break, mark upon or otherwise damage, destroy or remove any post, building, shelter, picnic table, bench, grill, railing, bridge, pier, drain, well, foundation, pump, telephone, lamp post, fence, gate, refuse container, exhibit, display, tool or equipment, paving or paving materials, storage box, utility outlet, movie screen, flagpole, water line or Park District property without written permission from the Park District.
- C. Deface, destroy, cover, damage or remove any placard notice, or sign, or parts thereof, posted or exhibited by the District to announce the rules, regulations and warnings, or any other information to the public necessary or desirable to the proper use of the park or park property.
- D. Construct or erect any building or structure of any kind or character whatsoever, whether permanently or temporarily, or run or string any public utility into, upon or across a park without the written permission from the Park District.
- E. Take, appropriate, excavate, injure, destroy, or remove any historical or prehistorical ruin or parts thereof, or any object of antiquity, without written permission from the Park District.
- F. Throw, carry, cast, drag, push or deposit any refuse container, picnic table, barricade or any other movable or non-movable property into a lake, pond, wetland, stream or lagoon or upon the frozen waters thereof, or to otherwise move, stack, or hide such property in such a way as to render it unavailable to the general public for its intended use, to cause a hazard to public safety or to damage or destroy such property.
- G. Occupy or inhabit, or cause to be occupied or inhabited, any barn, shed, or other structure, or use for storage or cause to be used for the storage of any goods, any barn, shed or other structure without written permission from the Park District.
- H. Enter into or upon any park area or structure closed or posted against trespass, without written permission from the Park District. Such structures or areas may be, but are not limited to, construction areas, work safety zones, equipment or material storage structures or area, work shops or stations, or areas undergoing reforestation or other soil or vegetative treatment, or areas, hazardous to the public safety or health.
- I. Tamper with in any manner, enter or climb upon, weaken, destroy, damage, or remove anything from any park vehicle, watercraft, machine or implement.

- J. Misuse any refuse container or receptacle by depositing into it any hot coals or other hot or burning substances, or by depositing into it any garbage, trash, refuse or other unwanted material that was not gathered on the site in the course of normal, lawful use of park facilities.
- K. Bring into, leave behind or dump any material of any kind, whether waste or otherwise, in the park, except refuse, ashes, garbage and other material arising from the normal use and employment of a picnic or other permitted activity, provided such material is properly deposited in receptacles designed for such purposes. Where receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere. Any material of any kind shall not be left or deposited within or near the parks so as to pollute Park District land, waters, or air coursing through or over the parks or otherwise interfere with proper use and enjoyment of the park. Bottles, cans, refuse or foreign material of any description shall not be deposited or thrown in any streams, wetlands, ponds or lakes located in the parks.

Section 2 – Destruction or Misuse of Natural Resources

No person shall upon or in connection with any property of the Park District:

- A. Cut, remove, uproot, pick, saw, chop, carve, injure or wantonly destroy any tree, bush, shrub, flower or plant, whether alive or dead, or chip, blaze, box, girdle, trim or otherwise efface or injure any tree, shrub or bud, or break or remove any branch or foliage thereof or pick or gather any seed of any tree or other plant unless necessitated by the performance of restorative maintenance, or construction work pursuant to contract with the Park District or by its written permission.
- B. Drive any nail, staple or attach or fasten any wire, rope, or device to any tree or plant, or tie or hitch any animal to any tree, plant or bush without written permission from the Park District.
- C. Climb any young tree, or walk, stand or sit upon any monument, vase, fountain, railing, fence or any other park property not designated or normally used for such purposes.
- D. Remove or cause to be removed any sod, earth, downed timber, rock, sand or gravel, or remove or cause to be removed any other natural material from Park District property unless necessitated by the performance of restorative maintenance, or construction work pursuant to contact with the Park District or by its written permission.
- E. Hunt, trap, molest, wound, poison kill, feed or attempt to hunt, trap, molest, poison, kill or feed any animal, bird, or reptile, or disturb any nest lair, den or burrow of any animal bird or reptile, without written permission from the Park District.
- F. Fish in any waters of the Park District, except in waters designated by the Park District for fishing, and then under such laws, or regulations as may be promulgated by the State of Illinois.
- G. Engage in fishing for profit in park waters, or buy or sell fish caught in park waters.

- H. Release or cause to be released any wild, or domestic animal, bird, fish or reptile, or distribute the seed or spores of any flowering or non-flowering plant into or upon park lands or waters, without written permission from the Park District.
- I. Ride, lead or allow to be loose upon park premises, any horse, pony or other riding animal, except in areas designated for riding by posted signs and with written permission from the Park District.
- J. Use or cause to be used any chemical or biological pesticide or any other substance, measure or process designated to alter the anatomy or physiology of any organism for the purpose of directly manipulating their populations, without written permission from the Park District or authorized its agent and then only in compliance with all applicable laws regulations or as may be promulgated by the State of Illinois.

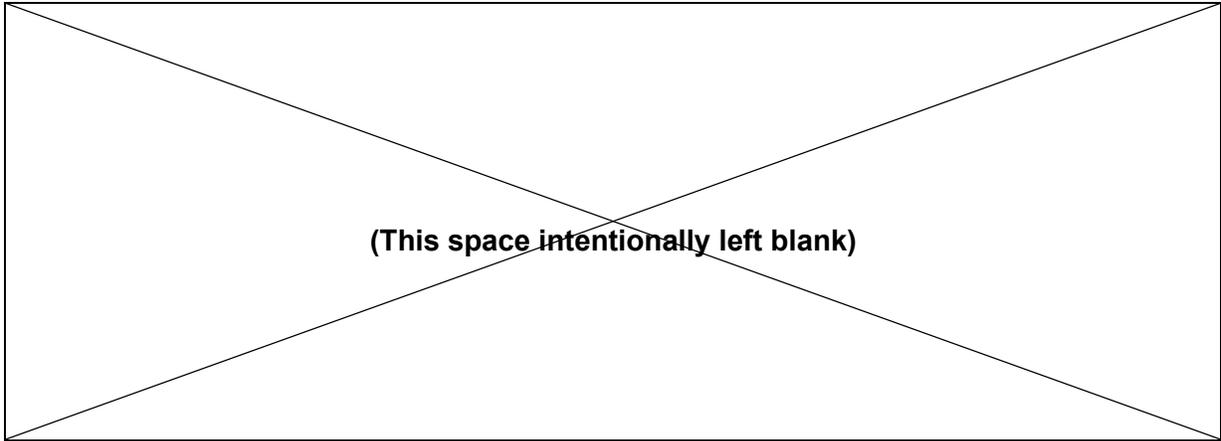
Section 3 – Contraband

All animals, plants, birds, fish or reptiles, or parts thereof, killed, captured, trapped or taken or bought, sold or bartered or had in possession contrary to any provisions of this ordinance or applicable laws or regulations of the State of Illinois or the United State of America, shall be and are hereby declared contraband and, as such, shall be subject to seizure by any police officer or employee of the Park District.

Section 4 – Destruction by Misuse of Fire

No person shall upon or in connection with any property of the Park District:

- A. Set fire, or cause to be set on fire, any tree, brush, grassland, meadow, prairie, slash, refuse container or structure unless necessitated by the performance of park maintenance, or pursuant to authorized conduct within the Park District.
- B. Build a fire anywhere, for any purpose, except in provided grills, or in appropriate receptacles. Fires shall be limited to cooking fires or fires in a fire pit as authorized by the Park District. Fuels used in fires shall not produce any noxious fumes or smoke.
- C. Build any fire whatsoever, for any purpose in or out of a receptacle or grill and leave it unattended, unless such fire is properly extinguished. For the purpose of this ordinance, a fire shall be deemed properly extinguished when its ashes, residue, coals and unburned substance is cold to the human touch.
- D. Cause, suffer, or allow the burning of garbage, refuse, waste material, trash, or other combustibles within or adjacent to the parks so as to cause smoke, haze, odor, sparks, dust, dirt, or other type of matter or gaseous substance to come upon, or pass over the park which would cause an air pollution nuisance or damage or injury to person or property.



CHAPTER 4 – Regulations of Recreational Activities

Section 1 – Swimming

No person shall upon or in connection with any property of the Park District:

- A. Swim, wade, or bathe at any time in any of the ponds, lakes, pools, streams or watercourses, except at such place or places as may be designated by the Park District and then only in accordance with the rules, regulations, and restrictions promulgated and posted.
- B. Change into or from bathing attire, except in those places designated for such use.
- C. Fail to wear bathing attire at all times while engaged in any permitted swimming activity.

Section 2 – Bicycling, Skateboarding, and Skating

No person shall upon or in connection with any property of the Park District:

- A. Ride a bicycle except on the right-hand side of the road paving as close as conditions permit. Bicycles shall be kept in a single file when two or more are operating as a group, and bicyclists shall at all times operate their bicycles with reasonable regard for the safety of others; signal all turns, pass to the right of any vehicle they are overtaking, and pass to the right of any vehicle they may be meeting.
- B. Ride with any other person on a bicycle, except for a tandem bicycle which has seats for more than one person.
- C. Leave unattended his/her bicycle, except in a bicycle rack when such is provided and there is space available.
- D. Ride a bicycle on any path, trail, roadway or other area designated and posted as prohibiting bicycles. Bicyclists shall yield the right of way to pedestrians on paths, trails or other areas where vehicles are prohibited. No person shall operate a bicycle in a reckless manner so as to endanger pedestrians or other bicyclists.
- E. Skateboard, roller skate or in-line skate on Park District property where it is posted as prohibited. All skateboarders, roller skaters and in-line skaters shall yield the right-of-way to pedestrians, bicyclists or other skaters.

Section 3 – Sound or Energy Amplification

No person shall upon or in connection with any property of the Park District play or operate any sound or energy amplification devices (including without limitation, radios, hand held radio devices, compact disc or cassette tape players, ipods, mp3 players, automobile radio type devices, television sets, public address systems and musical instruments) or operate any other sound or energy amplification device in such a manner that the sound emanating therefrom can be heard at a distance of fifty (50) feet from the device during its use or operation.

Section 4 – Winter Sports

No person shall upon or in connection with any property of the Park District:

- A. Sled, toboggan, ski or slide on any area posted by the Park District as being “unsafe” or “hazardous” or as being “closed” due to inadequate snow cover or other environmental conditions, or upon being duly notified of such by the Park District.
- B. Enter on or upon any frozen water to skate, fish, slide or walk on for any purpose whatsoever other than areas designated for such use and then only in compliance with the rules and regulations posted for such use.
- C. Fish through the ice on any frozen waters or parts thereof designated by the Park District as ice skating areas.
- D. Bring onto or upon the frozen waters of any lake, pond or watercourse any iceboat or wind-driven-lie device or other vehicle.
- E. Ice skate on any area posted by the Park District as being “closed” or “no skating” or “unsafe ice.” Ice skating shall be allowed in designated areas only.

Section 5 – Snowmobiles

- A. **Definitions:**
 - 1. “Snowmobile” is any self-propelled vehicle designated for travel on snow or ice in a natural terrain, steered by wheels, skis or runners.
 - 2. “Operate” means to control the operation of a snowmobile.
 - 3. “Operator” is any person who operates or is in actual physical control of a snowmobile.
- B. **Regulations:** It shall be unlawful for any person to operate a snowmobile under the following conditions:
 - 1. On Park District property without express provision or permission to do so by the proper Park District authority.
 - 2. In a manner so as to create a loud, unnecessary or unusual noise that disturbs or interferes with the peace and quite of other persons.
 - 3. In a careless, reckless or negligent manner so as to endanger the safety of any person or property.
- C. **Unattended Vehicles:** It is unlawful for the owner or operator to leave or allow a snowmobile to be abandoned or remain unattended on park property while the motor is running or with the keys for starting the vehicle left in the ignition.

Section 6 – Field and Team Sports

No person shall upon or in connection with any property of the Park District play or engage in any team sport or game such as, but not limited to, baseball, football, soccer, field hockey, volleyball, lacrosse or horseshoes, except in those areas designated by the Park District as

athletic fields, or in such a manner as to interfere with other persons lawfully using said areas.

Section 7 – Golfing in Parks

No person shall upon or in connection with any property of the Park District swing or make use of any golf club nor play golf, nor hit or putt golf balls within or into the parks, except upon established golf courses or driving ranges as are now used or may in the future be established and designated by the Park District.

Section 8 – Games

No person shall upon or in connection with any property of the Park District take part in the playing of any games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins, or model airplanes or rockets, except in areas conducive to such forms of recreation and after a permit has first been obtained from the Park District for that specific activity and location.

Section 9 – Amusement Devices

No person shall upon or in connection with any property of the Park District bring in, set up, construct, manage or operate any amusement, hobby or entertainment device or gadget, without a permit therefore.

Section 10 – Aviation

No person shall upon or in connection with any property of the Park District make any ascent in a balloon, aircraft, airplane, glider, hang glider, or any descent in or from any balloon, aircraft, airplane, glider, hang glider, parachute or similar device as an operator, occupant or passenger, nor shall any person fly, cause to be flown, or permit any balloon, aircraft, airplane, glider, hang glider, parachute or similar device to be flown over any park premises at any time at an elevation less than is reasonable and proper so as to endanger the safety of any person or property.

Section 11 – Gambling

No person shall upon or in connection with any property of the Park District:

- A. Manage, operate, organize, participate or engage in gambling or participate in or abet any games of chance as defined in 720 ILCS 5/28-1, et seq.
- B. Have in their possession any clock, wheel, tape machine, slot machine, pinball machine or other machine or device for the reception of money or other thing of value on chance or skill or upon the action of which money is staked, bet, hazarded, won or lost, without Park District approval. Any such machine or device in violation of this section shall be subject to seizure and confiscation.

Section 12 – Camping

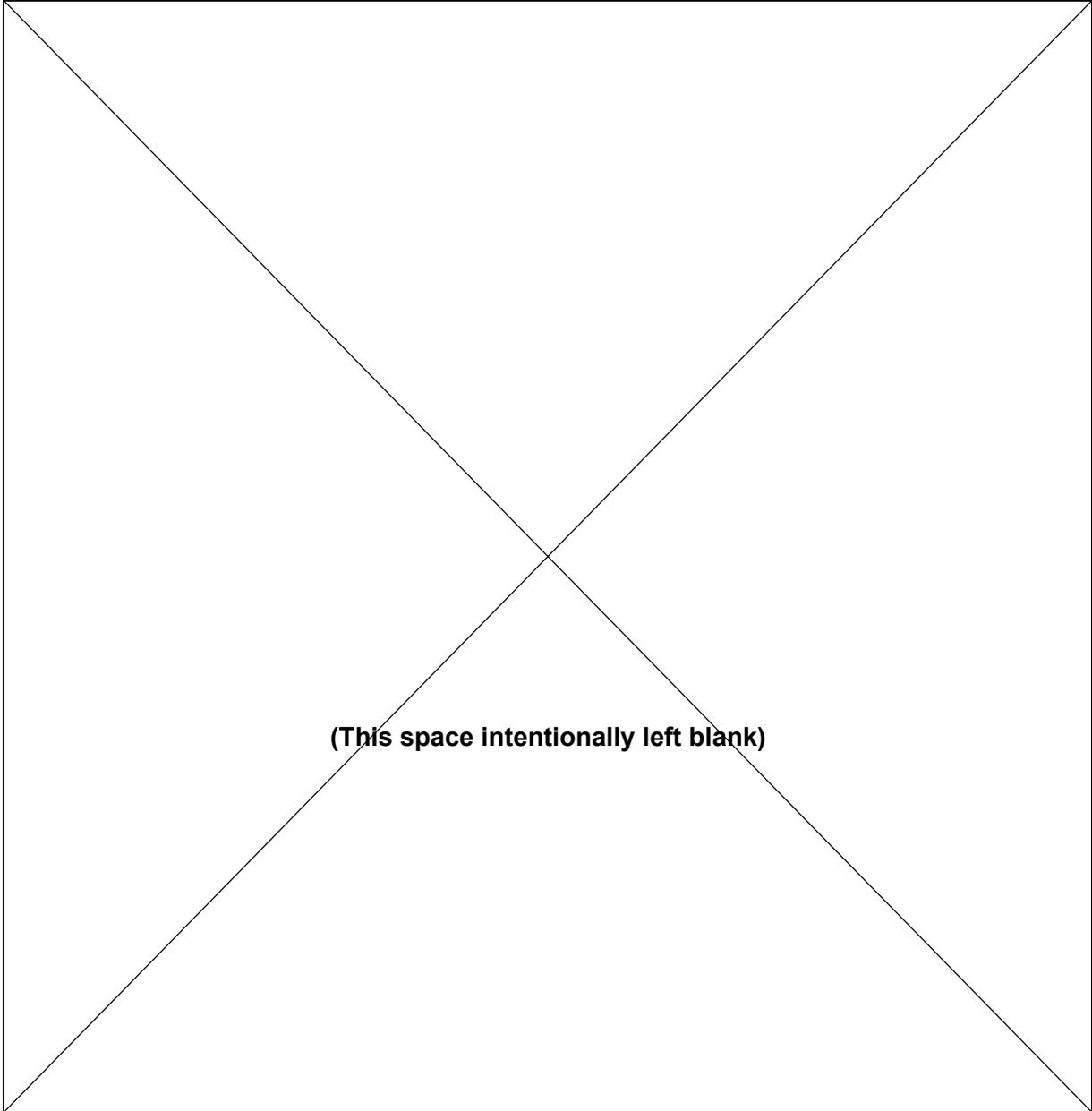
No person shall upon or in connection with any property of the Park District take part in any camping or sleeping overnight in a park without a Park District authorized permit, except in conjunction with a Park District organized, authorized and supervised program approved by the Executive Director.

Section 13 – Metal Detectors

No person shall upon or in connection with any property of the Park District be allowed to use a metal detector or similar device in any of the Park District's parks unless written authorization has been granted by the Executive Director or designee.

Section 14 – Cell Phones and Other Recording and Duplicating Devices

No person shall upon or in connection with any property of the Park District use (i) any electronic, mechanical, manual, electric, digital, voltaic or other device, instrument or means capable of recording, producing, duplicating, reproducing, storing, copying, transmitting or displaying any visual, video, photographic, electronic, digital recorded, or other visual image, picture, or representation, including without limitation, any camera, photographic camera, video camera, fiber optic camera, motion picture camera, television camera, camcorder, or videotaping device, or (ii) any cell phone of any type or kind capable of producing a visual image, in any restroom, locker room, lavatory, bathroom, shower facility, or dressing room, in any building owned, leased to, or under the control of the Park District.



CHAPTER 5 – Regulations of Vehicles, Traffic and Parking

Section 1 – Vehicle Operation and Equipment

The Park District hereby adopts the Illinois Vehicle Code, 625 ILCS 5/1-100, et seq., as from time to time amended, as the rules governing the operating, licensing and registering of motor vehicles, and the licensing of operators of motor vehicles on Park District property, except where Park District ordinances specifically establish different rules. Enforcement shall be authorized by any law enforcement officer or authorized agent.

Section 2 – Vehicles Types and Access Allowed

No person shall in connection with any property of the Park District:

- A. Operate, or cause to be operated, any vehicle anywhere, except on designated roads, drives, and parking areas provided in compliance with the directions and restrictions of the police, or any authorized park employee. Nothing contained herein shall be construed to prevent police, emergency, or Park District owned vehicles from free access to all areas of park property in the execution of their duties.
- B. Operate a vehicle in such a way that traffic is obstructed.
- C. Operate, or cause to be operated, any motor vehicle anywhere, that is not licensed or permitted to be operated on the roads, streets and highways of the State of Illinois without a permit from the Park District and then only in those areas specified and in accordance with applicable rules and restrictions. Vehicles not so licensed and therefore, subject to the provisions of this subsection include, without limitation, snowmobiles, go-carts, trail bikes, mini-bikes, and such other all-terrain, off-the-road vehicles. Park District vehicles are exempt.
- D. Operate or cause to be operated or moved without a permit or until such time as the park is officially opened, any vehicle closed in a park as a result of the closing of the park at the proper posted time.
- E. Operate a vehicle on any road, drive or parking area posted, gated or barricaded and closed to public traffic.

Section 3 – Right-of-Way

No person shall in connection with any property of the Park District operate a motor vehicle in such a manner as to fail to yield the right-of-way to pedestrians or to deprive or unreasonably interfere with the equal rights or opportunity of any other person to use the property of the Park District.

Section 4 – Parking

No person shall in connection with any property of the Park District:

- A. Park a vehicle on any park property other than in areas designated for parking that type of vehicle, unless there is an emergency or unless directed to do otherwise by a law enforcement officer or an authorized park employee.

- B. Leave a vehicle parked on park property after park closing hours without obtaining permission from the Park District, or after the closing of a function for which the Park District has authorized a later closing hour.
- C. Park a vehicle in such a way as to block another parked vehicle.
- D. Park a vehicle in such a way as to block, restrict or impede the normal flow of traffic.
- E. Permit a motor vehicle which such person is operating, or in charge of, to stand unattended without first stopping the engine, locking the ignition, and removing the keys, and when standing upon any perceptible grade, without setting the brake thereon and turning the front wheel so as to inhibit the accidental movement of said motor vehicle.
- F. Park any vehicle in any parking place designated as reserved for handicapped persons, unless proper registration plates, decals or devices are exhibited indicating that the vehicle is operated by or for a handicapped person. Any vehicle in violation of this subsection is subject to removal at owner's or operator's expense.
- G. Double-park any vehicle on any driveway unless directed by a park official or temporarily for discharging passengers.
- H. Leave any vehicle in the park more than twenty-four (24) hours due to a mechanical failure. At the end of such period the vehicle shall be towed away at the owner's or operator's expense.
- I. Change oil, grease, wash or polish vehicles and leave debris from such action, or change any parts or make repairs of any kind to any vehicle in any park area, except such emergency repairs necessary to remove such vehicle therefrom.

Section 5 – Speed Limit

No person shall in connection with any property of the Park District operate a vehicle on any road, drive, or parking area at a speed greater than the speed limit posted along the right-of-way or, in the absence of such posted limit, at a speed in excess of ten (10) miles per hour, but in no event shall a vehicle be operated at a speed that is greater than reasonable and proper with regard to pedestrians present or traffic conditions.

Section 6 – Signs

No person shall in connection with any property of the Park District operate a vehicle in disregard of any sign, signal, marking or device erected, constructed or created by the City, the Park District, or any public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic, or contrary to the order of direction of any police officer or other person duly authorized to direct or regulate traffic.

Section 7 – Negligent or Careless Driving

No person shall in connection with any property of the Park District operate any motor vehicle in the park in a negligent, reckless or wanton manner, or carelessly so as to endanger life or property.

Section 8 – Overweight Vehicle

No person shall in connection with any property of the Park District operate any motor vehicle having a gross weight capacity, including vehicle and maximum loads in excess of 8,000 pounds, or any vehicle bearing a Class-D or heavier license plate pursuant to 625 ILCS 5/3-815, as amended from time to time, without a permit from the Park District, except emergency or delivery vehicles.

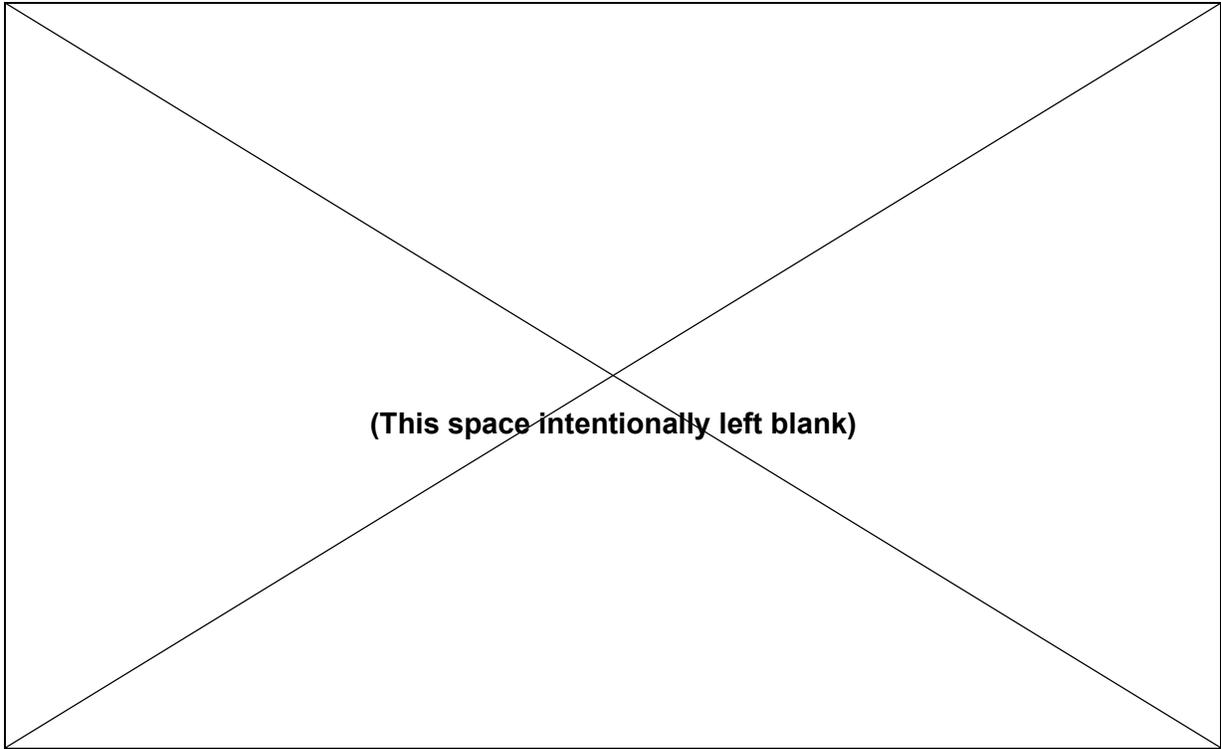
Section 9 – Improper Vehicle Operation

No person shall in connection with any property of the Park District:

- A. Operate a vehicle in such a manner so as to deprive or unreasonably interfere with the equal rights of any other person as to the use of such public street or highway.
- B. Operate a vehicle in such a manner as to cause or produce unnecessarily loud or unusual noise such as by the racing of the motor, by lack of a muffler or use of a muffler cutout, by tire friction upon rapid turning or weaving, by spinning of the wheels from standing or slow moving position produced by sudden unnecessary motor acceleration, or by continuous unnecessary motor acceleration, or by continuous unnecessary sounding of a horn, radio, stereo or other signal device.
- C. Operate a vehicle and intentionally accelerate causing the tires to spin, mark and deface the park or roadway surface.
- D. Allow any person to ride upon the fenders, bed area or any other part of any vehicle.

Section 10 – Driving While Under the Influence of Intoxicating Liquor or Drugs

No person shall in connection with any property of the Park District drive, operate or be in possession or control of, or attempt to drive or operate any vehicle on any Park District property if said person is under the influence of intoxicating liquor, drugs, or a controlled substance as defined by Federal or State law.



CHAPTER 6 – Regulation of Personal Conduct and Behavior

The Park District hereby adopts the Illinois Criminal Code, 720 ILCS 5/1-1, *et seq.* and Code of Criminal Procedure, 725 ILCS 5/100-1, *et seq.*, as amended from time to time, as the rules governing criminal offenses on Park District property, except where Park District ordinances specifically establish different rules. Enforcement shall be authorized by any law enforcement officer or authorized agent.

Section 1 – Vending and Advertising

No person shall upon or in connection with any property of the Park District:

- A. Expose or offer for sale or hire any articles or things, or conduct or solicit any business, trade or occupation or profession without the approval of the Park District or its authorized agent, and then only in accordance with the terms and conditions thereof, it being the intention of the Park District to control commercial enterprises or sales on its property. The advertising or promotion of any business, production, service or profit making event is not allowed in any park or publication of the Park District, except when authorized by the Park Board of Commissioners.
- B. Display, distribute, post or fix any placard, sign, handbill, pamphlet, circular, or any other writing or printed material or objects containing advertising matter or announcements of any kind or character whatsoever without permission from the Park District or its authorized agent, except the groups holding a valid Park Use Permit, may display signs to identify their location or direct others to it, provided that such signs are temporary and are removed by permittee at the termination of the activity.
- C. Beg or solicit contributions or donations in any manner in any park, unless authorized by the Park District.

Section 2 – Unlawful Obstructions

No person shall upon or in connection with any property of the Park District:

- A. Set or place or cause to be set or placed any goods, wares, or merchandise or any stand, cart or vehicle for the transportation or vending of any such goods, wares, or merchandise or any other article upon any property of the Park District which obstructs the use of any park.
- B. By force, threat, intimidation or by any unlawful fencing or enclosing or any other unlawful means, prevent or obstruct or combine with others to prevent or obstruct any person from peacefully entering upon any property of the Park District or obstruct the entrance into any enclosure within the Park District, excepting that nothing in this section shall be construed to deny lawful enforcement of a valid permit granting a certain person or persons use to the exclusion of others as defined and provided for in this ordinance.
- C. Enter, without appropriate invitation or without having appropriate admission fee, any Park District area, facility or program which has been rented or otherwise reserved for any purpose; nor shall anyone enter any concession in any of the parks of the Park District without the consent of the concessionaire or duly authorized agent or employee; nor shall any person disturb any patron of such concession, any participant in any dance, game, picnic, or a public assemblage; nor shall any person loiter in the

immediate area of any such concession so as to impede free access to such concession by other park patrons or the flow of pedestrian traffic in and about the area of such concession.

Section 3 – Unlawful Construction or Maintenance

No person shall upon or in connection with any property of the Park District erect, construct, install, or perform any maintenance on, below, over or across a park, except by proper authorization of the Park District authorizing such activity, and then only in accordance with written permission of the Executive Director specifying in detail the work to be done and the conditions to be fulfilled pursuant to the terms of such authorization.

Section 4 – Drug or Alcohol Abuse

No person shall upon or in connection with any property of the Park District possess, give away, sell, serve, dispense or drink any alcoholic beverage, or possess, sell, deliver, smoke, inhale, inject, eat, chew, swallow, or otherwise ingest in any manner whatsoever any beer, wine, other alcoholic beverage, narcotic drug, or controlled substance; provided however, that the sale, delivery, possession and consumption of alcoholic beverages to or by any person 21 years of age or older in any specified building or within a specified area owned by the Park District, as authorized by the Park District from time to time, shall be permitted. Any person found to be in violation of this section shall be subject to arrest or ejected from the park premises.

Section 5 – Weapons and Harmful Substances

No person shall upon or in connection with any property of the Park District:

- A. At any time have in their possession or on or about their person, any firearm, knife, pistol, revolver, rifle, shotgun, ammunition, bow and arrow, crossbow, slingshot, blackjack, billy club, any device capable of discharging a projectile by air, spirit, gas or explosive, any explosive substance or harmful solid, liquid or gaseous substance, any tear gas or any disabling chemical agent or any other dangerous weapon of any kind or character whatsoever. Nothing contained herein shall be construed to prevent any duly sworn police officer from carrying such weapons as may be authorized and necessary in the discharge of their duties; nor shall it apply to any person summoned by any such officer to assist in making arrests or preserving the peace while such person is engaged in such assistance. The Park District may designate areas within a park where bows and arrows, and/or firearms can be used. In such cases, the Park District shall promulgate rules and regulations for the safe use of such devices, and no person shall fail to abide by such rules and regulations.
- B. Bring onto park property any trapping device, any incendiary bomb or material, any smoke or stink bomb, any acid or caustic substance, or any flammable liquid, except charcoal lighter or fuel contained in the fuel tank of a motor vehicle, for the usual and ordinary purposes thereof.
- C. Discharge any of the weapons or instruments, listed in Section 5A above, into or over any park from outside a park.

Section 6 – Hindering or Bribing Employees

No person shall upon or in connection with any property of the Park District:

- A. Interfere with, unreasonably disrupt or delay or in any manner hinder any Park District employee or distract him/her from the performance of his/her duties.
- B. Give or offer to give an employee any money, gift, privilege, or article of value on or off Park District property so as to violate the provisions of: this ordinance, any contract or permit, any statute of the State of Illinois or the United States, in order to gain or receive special consideration in applying for any use or privilege, or to gain special consideration and treatment in the use of any Park District property or facility.

Section 7 – Use of Facilities Restricted as to Gender

No person shall upon or in connection with any property of the Park District enter into or remain in any toilet, restroom, bathhouse, pavilion or structure or section thereof, which has been reserved and designated for use of the opposite gender, except for minor children of such age and ability so as to need to be and when accompanied and supervised by an adult. Nor shall any person loiter in or around any restroom, bathhouse or dressing room for the purpose of soliciting another to engage in sexual behavior.

Section 8 – Disorderly Conduct

No person shall upon or in connection with any property of the Park District engage in conduct that is disorderly, and a person shall be deemed to have engaged in disorderly conduct when he knowingly:

- A. Does any act in such unreasonable manner as to provoke, make or aid in making a breach of the peace.
- B. Does or undertakes an unreasonable offensive act, utterance, gesture or display which, under the circumstances, creates a clear and present danger of a breach of the peace or imminent threat of violence.
- C. Refuses or fails to cease and desist any conduct or activity likely to produce a breach of the peace where there is imminent threat of violence; and where the police have made all reasonable efforts to protect the otherwise peaceful conduct and activity, have requested that said conduct and activity be stopped, and have explained the request if there be time.
- D. Fails to obey a lawful order of dispersal by a person known by him to be a police officer under circumstances where persons are committing acts of disorderly conduct in the immediate vicinity, which acts are likely to cause substantial harm or serious inconvenience, annoyance or alarm.
- E. Assembles persons for the purpose of using force or violence to disturb the public peace.
- F. Contributes to the delinquency of a minor while within a park area.

Section 9 – Public Indecency

No person shall upon or in connection with any property of the Park District engage in conduct that is publicly indecent, and a person shall be deemed to have committed an act of public indecency when any person performs any of the following acts:

- A. An act of sexual intercourse.
- B. An act of deviant sexual conduct.
- C. A lewd exposure of the body done with intent to arouse or to satisfy the sexual desire of the person.
- D. A lewd fondling or caress of self or the body of another person of either sex.

Section 10 – Obscene Books and Pamphlets

No person shall upon or in connection with any property of the Park District knowingly exhibit, sell, give away, or offer to sell or give away in the Park District any obscene book, pamphlet, paper, drawing, movie film, picture, photograph, or any other article of any kind of an obscene nature.

Section 11 – Control and Treatment of Dogs and Domestic Animals

- A. This ordinance shall not be construed to prohibit the controlled use of certain animals approved by the Executive Director or purposes of public safety, such as but not limited to, the protection of Park District property or the protection of employees in the performance of their duties or search and rescue.

No person shall upon or in connection with any property of the Park District:

- A. Bring in, lead or carry any dog or domestic animal that is unleashed or on a leash longer than six (6) feet, except to those areas designated by the Park District for use by such animals and then only in accordance with the rules and regulations promulgated for the control of such area or areas.
- B. Bring a dog or other domestic animal into a park area where dogs or domestic animals are prohibited. Dogs and domestic animals are prohibited from within twenty-five (25) feet of a playground, picnic shelter, swimming pool, fountain, athletic field or any sites of recreation activity, such as but not limited, to recreation programs and special events which may be designated by the Park District. All dogs in those areas where such domestic animals are not prohibited shall be restrained at all times on adequate leashes not greater than six (6) feet in length and shall be accompanied by a person capable of controlling them.
 - 1. Any dog or other domestic animal found to be running at large and not under the control of any person while on Park District property may be apprehended and removed to an animal shelter, public pound or any other place provided for such purpose, all at the expense of the owner.
 - 2. Any person who brings a dog or other domestic animal onto Park District property shall cleanup and properly dispose of defecation left by the dog or other domestic animal under the control or ownership of such person.

- C. Bring in, drive, ride or lead in any animal, except in accordance with the provisions of this ordinance and the rules and restrictions promulgated for the control of such animals, except that horses, beasts of burden and draft animals may be ridden or driven ahead of vehicles attached thereto on such portions of the park as may be designated by the Park District.

Section 12 – Honoring Permits

No person shall upon or in connection with any property of the Park District by act or speech willfully or unreasonably hinder, interrupt or interfere with any duly permitted activity, or unreasonably or willfully intrude upon any areas or into any structures designated for the use of a certain person or persons to the exclusion of others.

Section 13 – Pyrotechnics

No person shall upon or in connection with any property of the Park District possess, set off or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics without Park District approval, and then only under such rules and regulations as may be promulgated by the Park Board and subject to all local, State and Federal laws.

Section 14 – Smoking in Park District Buildings

No person shall upon or in connection with any property of the Park District smoke in any part of the Park District’s buildings or within 15 feet of any building entrance, window, ventilation intake, or air conditioner pursuant to the Smoke Free Illinois Act, 410 ILCS 82/1, *et seq.* (P.A. 095-0017).

Section 15 – Lurk or Lie in Wait

No person shall lurk, lie in wait, or be concealed in any place with intent to do mischief or commit any crime or other illegal act.

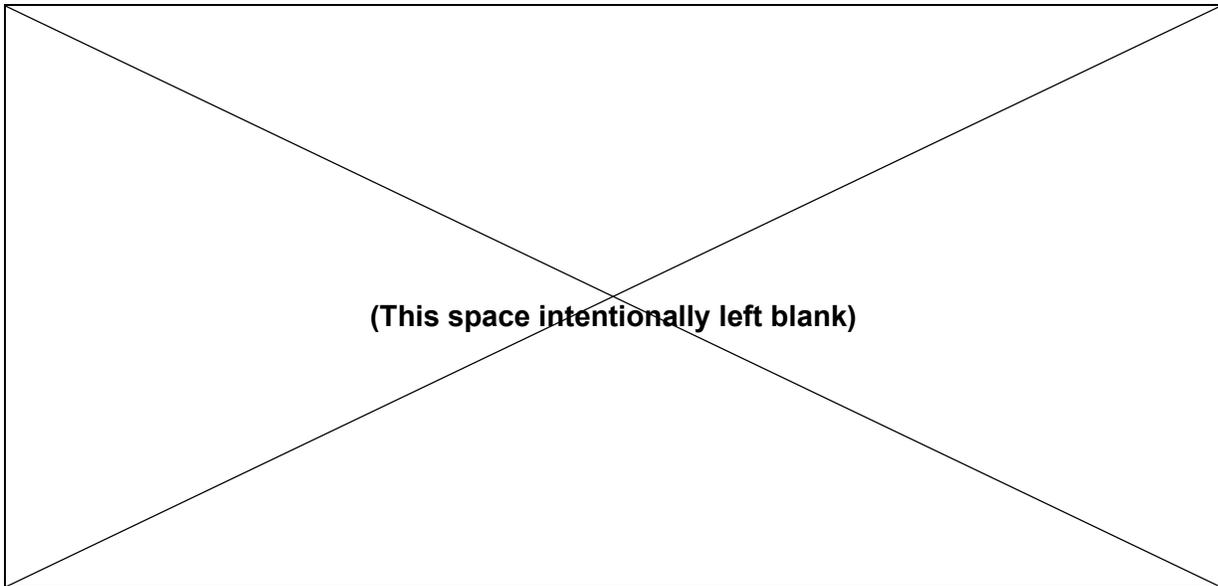
Section 16 – Loitering

No person shall loiter, loaf, wander, stand or remain idle either alone and/or in consort with others in a park facility in such a manner to:

1. Obstruct or hinder the use of a park or facility by other.
2. Obstruct or interfere in the carrying out of duties of a Park District employee or City, County or State employee performing duties in the park or park facility.

Section 17 – Littering

No person shall throw, toss, place or deposit or cause to be thrown, placed or deposited litter or offensive substances in or upon any public place in the parks or park facilities, except in the receptacles provided thereof.



CHAPTER 7 – Enforcement

State laws for Park Districts apply. This ordinance is enacted pursuant to the Park District’s authority under the Illinois Park District Code, 70 ILCS 1205/1-1, *et. seq.* All persons coming upon Park District property shall abide by this ordinance. The Illinois Park District Code states that the members of the Park Board and all police officers appointed by them shall be conservators of the peace within and upon such parks, boulevards, driveways and property controlled by such Park District, and shall have power to make arrests in view of the offense, or upon warrants for violation as for breach of the peace, in the same manner as the police in cities organized and existing under the general laws of the City of Champaign, County of Champaign and the State of Illinois.

Section 1 – Police

- A. All sworn officers of the City of Champaign Police Department shall have the power and the authority to issue citations and complaints or arrest any persons found in the act of violating any ordinance of the Park District or rules or regulations thereof, ordinance of the City of Champaign or law of the State of Illinois, where applicable, and to eject said person from any park or any portion thereof for violation of any such ordinance, rule, regulation or statute.

Section 2 – Penalties

- A. Any person violating or disobeying any provision of this Ordinance may be arrested by the Police in the enforcement of this Ordinance and may be fined upon conviction the sum of ONE THOUSAND DOLLARS (\$1,000.00), which fine may be recovered by an action in the name of the Park District in the Circuit Court of Champaign County, Illinois.
- B. Payment of Violations Without Court Action:
 - 1. In case of any violations of the provisions hereof, if in the opinion of the police officer detecting such violation, it is of such a nature or kind that it does not tend to immediately endanger the public safety, and Park District properly has not been damaged, such police officer may issue a “warning” complaint which indicates that payment of a lesser penalty may be paid to resolve such obligation.
 - 2. The Park District shall designate the location to which such compromise payments shall be made. In case of failure to make payments as herein provided, the officer issuing the complaint shall transmit the complaint to the Clerk of the Circuit of Champaign County, as in other cases.
- C. The Park District make also seek, in addition to or instead of fines and penalties, an order that the offender be required to make restitution for damage resulting from violations of this ordinance.

Section 3 – Rules and Regulations

The Park Board shall from time to time promulgate and make reasonable rules, practices, procedures and regulations governing the use of the various areas, facilities, devices and vehicles within the parks, and such rules and regulations shall become binding and effective

Ordinance Regulating the Use of Parks and Property Owned or Controlled by the Champaign Park District

upon their being posted at the entrance to the facility or areas governed by them and shall be enforced with the same force and effect as the other provisions of this ordinance.

Section 4 – Authority of Other Agencies

This ordinance shall not be construed to prevent other law enforcement officers from carrying out their own duties within the territories of the Park District as defined by applicable laws of the State of Illinois and United States or ordinances of Champaign County, Illinois and the City of Champaign, or in accord with any other policing agreement approved by the Park Board.

Section 5 – Permits and Designated Areas – Authority

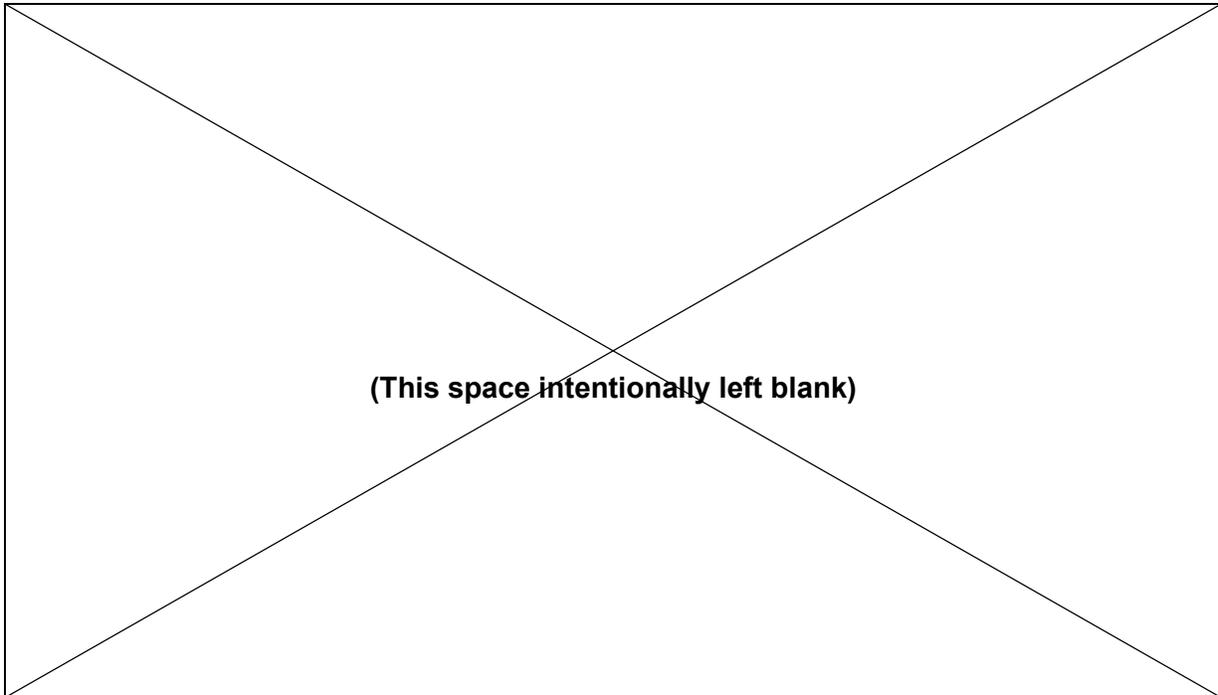
In order to carry out the terms of this ordinance, the Park District shall have the authority to issue the permits, set fees, post notices or take the other action as called for herein, subject to the provisions set forth in Chapter 2.

Section 6 – Civil Suits

This ordinance shall not be construed to prevent or preclude the lawful use by the Park District of a civil remedy at law or equity, as the case may be, to correct any abuse or loss suffered by the Park District as a result of violation of this ordinance or any law of the City of Champaign, Champaign County or State of Illinois.

Section 7 – United States, State and Local Laws

All persons within the parks of the Park District are subject to all ordinances, rules and regulations of the Park District, as well as all applicable laws of the United States, State of Illinois and local ordinances of Champaign County, Illinois and the City of Champaign, Illinois, as amended and changed from time to time. These laws include, without limitation, the Illinois Vehicle Code, the Criminal Code of the State of Illinois and Game and Fish Codes of the State of Illinois, as amended and changed from time to time.



CHAPTER 8 – Miscellaneous

Section 1 – Repeal

All Park District ordinances and parts of ordinances and all resolutions, rules and orders, or any parts thereof, in conflict or inconsistent with this ordinance, or any parts hereof, are to the extent of such conflict or inconsistency hereby repealed.

Section 2 – Enactment

This ordinance shall be in full force and effect from and after its passage and approval.

Section 3 – Captions and Headings

The captions and headings used here in are for convenience of reference only and do not define or limit the contents of each paragraph.

Section 4 – Severability

The provisions of this ordinance shall be deemed to be severable, and the invalidity or unenforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof, which shall remain in full force and effect.

Section 5 – Inspection of Rules, Regulations, Designations and Schedules of Fees

Copies of all rules, regulations, designations and schedules of fees, established by the Park District Executive Director or Board of Commissioners, shall be kept in a single location and made available to the public for inspection during normal business hours at the Park District Bresnan Meeting Center, 706 Kenwood Road in Champaign, Illinois.

Section 6 – No Duty Created

This and all other Park District ordinances and resolutions shall not, unless expressly approved and adopted therein, be construed to create or impose any duty of any kind or character whatsoever upon the Park District, its Commissioners, officers, employees or agents.

CHAPTER 9 – Amendments

This ordinance may be amended from time to time by the Park District and such amendment may be shown by either marking the section amended, attaching the amendment to this ordinance, or filling in the schedule below.

DATE	CHAPTER	SECTION	TITLE OR DESCRIPTION
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AN ORDINANCE
REGULATING THE USE
OF THE PARKS, FACILITIES AND PROPERTIES
OWNED OR CONTROLLED BY
THE CHAMPAIGN PARK DISTRICT



Mission Statement

~~The mission of the Champaign Park District is to provide quality parks and recreation for our community.~~

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**CHAMPAIGN PARK DISTRICT
ORDINANCE NO. ~~618559~~ ??**

**AN ORDINANCE REGULATING THE USE OF THE PARKS
AND ~~PROPERTY~~ PROPERTIES AND FACILITIES OWNED
OR CONTROLLED BY THE CHAMPAIGN PARK DISTRICT
(~~hereinafter referred to as,~~ "Park District").**

WHEREAS, the Champaign Park District (~~hereinafter referred to as,~~ "Park District") is an Illinois Municipal corporation operating within territory predominantly in the City of Champaign, Champaign County, Illinois; and

WHEREAS, it is reasonable, necessary and desirable for the Park District to establish rules and regulations in order to provide for the safe and peaceful use of its parks; and

WHEREAS, it is reasonable, necessary and desirable for the Park District to establish rules and regulations in order to provide for the govern~~ance~~ment, protection and preservation of the property, facilities and resources of the parks; and

WHEREAS, the Park Board of Commissioners has determined that is has become necessary and desirable to update the prior Ordinance No. ~~494-618~~ Providing for the Regulations and Restrictions Governing the Use of the Parks Under the Jurisdiction of the Board of the Park District so as to clearly reflect changes in law, circumstances and the needs of the Park District; and

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WHEREAS, Ordinance No. 10 Regulating Parks was first adopted July 31 ~~and the most recent adoption was Ordinance No. 618 on December 14, 2016, and there were eleven updated adoptions in between, all those dates 1958, amended by Ordinance No. 20, adopted May 14, 1959, amended by Ordinance No. 141, adopted July 25, 1974, amended by Ordinance No. 183, adopted July 14, 1977, amended by Ordinance No. 210, adopted March 13, 1980, amended by Ordinance No. 227, adopted September 10, 1981, amended by Ordinance No. 237, adopted February 10, 1983, amended by Ordinance No. 278, adopted October 14, 1987, amended by Ordinance No. 409, adopted September 9, 1998, Ordinance 479, adopted June 9, 2004, amended by Ordinance No. 494, adopted October 12, 2005, amended by Ordinance No. 559, adopted August 24, 2011~~ and all ordinances amendatory thereto, are hereby repealed effective as of the date of the adoption of this ordinance.

WHEREAS, the Park Board has determined it is in the best interests of the Park District to adopt this ordinance and regulations and restrictions, being Exhibit "A" in its entirety, and incorporated herein as if set forth in full as the Ordinance Regulating the Use of the Parks, ~~Facilities~~ and ~~Property~~ Properties Owned or Controlled ~~by the Champaign Park District~~.

BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE CHAMPAIGN PARK DISTRICT THAT:

SECTION 1. ADOPTION. That the provisions contained in the Ordinance and being Exhibit "A," appended hereto and expressly made a part thereof, be and the same are hereby adopted as the "Ordinance Regulating the Use of the ~~parks~~ Parks, ~~Facilites~~ and

Ordinance Regulating the Use of Parks, Facilities and Properties Owned or Controlled by the Champaign Park District

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~~Property~~ Properties Owned or Controlled by the Champaign Park District” within the Champaign Park District, Champaign County, Illinois.

SECTION 2. SEVERABILITY: The various provisions of this Ordinance are to be considered as severable and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such holding or decision shall not affect the validity of the remaining provisions of this ordinance which shall remain in full force and effect.

SECTION 3. REPEAL OF PRIOR ORDINANCES: All prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed.

SECTION 4. EFFECTIVE DATE: This Ordinance shall be effective immediately upon its passage, approval, publication as provided by applicable law.

PASSED AND APPROVED this 14th day of ~~December 2016~~ August, 2011.

Timothy P. McMahon
President

ATTEST

Cindy Harvey
Secretary

EXHIBIT "A"

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CHAPTER 6 – REGULATIONS OF PERSONAL CONDUCT AND BEHAVIOR

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CHAPTER 9 – AMENDMENTS

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CHAPTER 1 – ~~Definitions~~DEFINITIONS

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Section 1 – Authority

The Champaign Park District was first organized as a Township Park District in 1911 and was reorganized by referendum as a General Park District in 1955. The Park District is a separate political subdivision of the State of Illinois and as such is not subservient to any local form of government. The Park District abides by federal, state, and local laws and is guided by the Park District Act and Park Code of Illinois. The Park District is governed by an elected, five-member Board of Commissioners.

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Section 2 – Purpose

Champaign parks are for use by the general public in accordance with federal, state and local law. One of the functions of the District is to acquire, protect, restore, develop and maintain a well-balanced park system with scenic, ecological, recreational, cultural and historic values for the inspiration, education, and use by the public. This Ordinance is intended to help carry out this function, as well as to regulate the use of, and protect the parks and properties maintained by the District in order to provide for the safety and enjoyment of park, facility, trail and program users.

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Section 4-3 – Short Title

The ordinance regulating the use of the parks and ~~property~~properties owned or controlled by the Champaign Park District, Champaign, Illinois; providing for conduct and enforcement; and providing penalties for the violation of its provisions shall be known and may be cited as the “Ordinance Regulating Conduct in Public Parks.”

Section 2-4 – Definitions

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number and words in the singular number include the plural number; words importing the masculine gender shall include the feminine, and words importing the feminine gender shall include the masculine. The word “shall” is always mandatory and not merely directory.

A. “Alcoholic Liquor” is defined as provided in the Illinois Liquor Control Act of 1934 (235 5/1-3.05) and as amended thereafter.

B. “All Terrain Vehicle” is any motorized off-highway device 50 inches or less in width, having a manufacturer’s dry weight of 600 pounds or less, travelling on three (3) or more low-pressure tires, designed with a seat or saddle for operator use and handlebars of steering wheel for steering control.

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Ordinance Regulating the Use of Parks, Facilities and Properties Owned or Controlled by the Champaign Park District

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C. "Astronomical Dusk" or "Dusk" will be when the Sun's position is 18 degrees below the horizon in the evening.

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D. "Area(s)" means a specified place within a park.

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E. "Authorized Agent" or "Authorized Personnel" is any person or group granted authority by the Champaign Park District Board of Commissioners and/or Executive Director.

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~~A-F.~~ "Camping" shall include the erecting of a tent or shelter of natural or synthetic material, preparing a sleeping bag, hammock, or other bedding material for use, setting up any temporary or permanent camping equipment including without limitation food preparation equipment, and parking of a motor vehicle, motor home or trailer, or mooring of a vessel, for the apparent purpose of overnight occupancy.

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G. "City" is the City of Champaign, Illinois.

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H. "Controlled Substance" is defined as provided in the Illinois Controlled Substances Act (720 ILCS 570/102) and as amended thereafter.

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"Department Head" is the person immediately in charge of any park area or department and its activities and to whom all employees of such area or department are responsible.

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I. "District Waters" shall include all water located on or adjacent to or flowing over land owned, leased, or generally administered or operated by the Champaign Park District, including without limitation all natural or man-made lakes, rivers, creeks, streams, ponds, lagoons, bays, and drainage ways.

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J. "Emergency Vehicles" include all private, municipal, state or federal ambulances, fire trucks, law enforcement, fire and emergency management cars and trucks, and other vehicles used to protect the public health, safety, and welfare.

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K. "Employee" shall mean any employee on the payroll of the Champaign Park District, employed to perform special duties and tasks as described by the District Personnel Policy, job descriptions and the Park Board.

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~~B.L.~~ "Exclusion of others" means a use or behavior that disrupts or prevents lawful general use or permitted use by others in a particular area or struction within an park or facility.

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~~C.M.~~ "Executive Director" is the person appointed and designated by the Park Board to administer the policies established by the Park Board.

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"Employee" is any employee of the Champaign Park District.

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Ordinance Regulating the Use of Parks, Facilities and Properties Owned or Controlled by the Champaign Park District

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N. "Facility" is any property or infrastructure, owned, leased, controlled or maintained by the Champaign Park District, such as, but not limited to a building, trail, pool and restrooms.

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D.O. "Minibike", "Motorized Scooter", and "Trailbike" any motor vehicle which is self-propelled by power obtained by the combustion of gasoline which is designed with a seat or saddle for the use of the rider and is designed to travel mostly off-road on not more than three (3) wheels shall be a minibike, motorized scooter, or trailbike.

E.P. "Park" is any park or property owned, leased or controlled by the Champaign Park District, such as play field, playground, pool, golf course, and recreation center body of water or any other area or facility in the Park District, and devoted to active or passive recreation.

F.O. "Park Board" is the Board of Commissioners of the Champaign Park District by which all policy matters are established pertaining to the Park District.

R. "Park District" is the Champaign Park District of Champaign County, Illinois including its parks, properties, leased areas, facilities, buildings, Board Park Board of Commissioners, employees, and its volunteers and agents.

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G.S. "Park Security" Is the paid or volunteer Park Security for the Champaign Park District.

H.T. "Person" is shall mean any natural person, firm, partnership, association, corporation, governmental unit, company, entity or any organization of any kind.

I.U. "Police Officer" or "Law Enforcement Officer" is any individual trained in the methods of law enforcement and authorized to maintain peace, safety, and order.

J.V. "Pollution" is the contamination or other alteration of the physical, chemical, or biological properties of park waters or land, including changes in the temperatures, taste, color, turbidity or odor of park waters or any discharge of any liquid, gas, solid, or other substance into or onto park waters or property that will or is likely to create a public nuisance or render such waters or property harmful or detrimental to the public health, safety or welfare, or to domestic, recreational or other beneficial uses, or to wild animals, birds, fish or other aquatic life.

W. "Property" includes any owned, leased or borrowed, lands, waters, buildings, equipment, facilities, amenities or possessions of the Champaign Park District.

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K.A. "Department Head" is the person immediately in charge of any park area or department and its activities and to whom all employees of such area or department are responsible.

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X. "Smoking" Means the lighting of cigarettes, cigars or pipes, the carrying of lighted cigarettes, cigars or pipes, as well as the use of electronic cigarette devices, or the intentional and direct inhalation of smoke from these objects.

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Ordinance Regulating the Use of Parks, Facilities and Properties Owned or Controlled by the Champaign Park District

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Y. "Snow Mobile", is any motor-propelled vehicle designated for travel on snow or ice in a natural terrain, steered by wheels, skis or runners.

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~~L.~~ "Vehicle" is any wheeled conveyance, whether motor powered or self propelled. The term shall include any trailer in tow of any size, kind or description, except for baby carriages, children's wagon or bicycle and vehicles in the service of the Park District.

~~M.~~ "Area(s)" where used means a specified place within a park.

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~~N.~~ Z. "Overnight" wherever used means the time when the park or facility is officially closed until it opens the following day.

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~~O-Z.~~ "Parking Area" wherever used means any designated park or any park road or drive, or special area contiguous thereto that is set apart for the standing or stationing of vehicles as deemed by the Park District.

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~~AA.~~ "Permit" wherever used means the written permission of the District that must be obtained and possessed to engage in a specific activity.

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~~P-BB.~~ "Plant" includes any living or dead tree, shrub, herb, grass, fern, wildflower, moss, domesticated flower or similar vegetation.

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~~Q-CC.~~ "Posted" wherever used means any notice which is displayed whether by a sign in a park, ~~park district~~ Park District building, entrance to a park, or is available at the Administrative Office, the location being at the discretion of the Park District.

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~~DD.~~ "Property" wherever used means any lands, waters, facilities or possessions of the District, whether in fee, as a leasehold or by management agreement.

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~~R-EE.~~ "Vehicle" means any device in, upon, or by which any person or property may be transported, in addition to any device or conveyance on the land using wheels or belt-type track or tracks, skids or skis and propelled by an engine or motor and includes such land conveyances that are able to float and operate on water, except devices moved by human power alone.

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~~S-FF.~~ "Watercraft" or "Vessel" : wherever used means any device or conveyance utilized on water whether propelled by motor, engine, wind or human power. The terms include, but is not limited to, any boat, canoe, kayak, innertube, paddle board or raft.

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~~GG.~~ "Waters" or "Waterway" where used means waters the lakes, ponds, sloughs, streams, lagoons, wetlands, marshes, or rivers within the jurisdiction of the Park District.

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~~HH.~~ "Wildlife" includes any water fowl, insect, mammal, amphibian, reptile, fish, bird or the young or eggs thereof and similar organisms.

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Section 5 – Construction of Document

In the interpretation of this Ordinance, its provisions shall be construed as follows:

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A. Where the context permits, words in the masculine gender shall include the feminine and neuter genders and words in the singular number shall include the plural number.

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B. The word "shall" is always mandatory and not merely directory.

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C. The word "may" is always permissive and upon the discretion of the District.

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D. This Ordinance is in addition to and supplemental to all applicable state, federal, local, and District laws, ordinances, rules, and regulations including without limitation the Park District Code (70 ILCS 1205/1-1 et seq.).

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E. The meaning of any term, phrase, or word not otherwise defined in this Ordinance shall be construed and interpreted to mean the same as said term, phrase, or word is otherwise defined, construed or interpreted in such applicable federal, state, local, or District laws, ordinances, rules, or regulations.

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F. The meaning of any term, phrase, or word not otherwise defined in this Ordinance or in such applicable federal, state, local, or District laws, ordinances, rules, or regulations shall retain its ordinary and properly understood meaning.

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G. The descriptive headings of the various sections or parts of this Ordinance are for convenience only and shall not affect the meaning or construction, nor be used in the interpretation of any provision of this Ordinance.

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H. An attempt to commit an act or engage in an activity prohibited under this Ordinance shall likewise be deemed prohibited in the same manner as the commission of such act or the engaging in such activity and subject to the same penalties.

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Section 6 – Scope

T. This Ordinance shall apply to and be enforceable within and upon all Park District Property, and shall regulate the use thereof by all Persons. However, no provision hereof shall make unlawful any act necessarily performed by any officer, employee or agent of the Park District or Law Enforcement Officer, when acting within the scope of his authority or in his line of duty, or any other Person summoned by such person to assist him.

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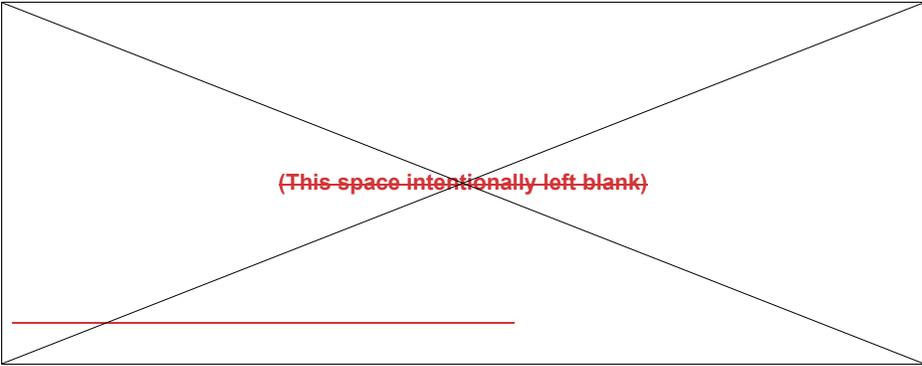
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CHAPTER 2 – ~~Public Use~~**PUBLIC USE**

Section 1 – Public Use ~~and Mission~~

~~No Person shall use any Park District Property for an event or activity that is not conducted or sponsored by the District unless a Permit has first been obtained from the District in accordance with Chapter 8 of this Ordinance and/or a license agreement had been executed with the District. All Persons using District Property shall comply with the provisions of this Ordinance and with the provisions and conditions of the Permit and/or license agreement and with all other applicable policies, rules, and regulations of the District or any other agency that has regulatory authority over the District regarding the use of District Property. All permits have timelines and deadlines. Parks are for use by the general public. This ordinance is intended to further that function, as well as regulate the use of the parks and property maintained by the Park District, and protect the rights of those owning property adjacent to such parks.~~

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Section 2 – Hours of Use

~~A.~~ All Parks of the Park District shall be closed to the public as posted from either astronomical dusk or 11:00 p.m., prevailing local time until dawn or 5:00 a.m., prevailing local time, on the following morning unless otherwise posted.

~~A.B.~~ All Facilities of the Park District shall be opened to the public as posted. Facility opening times may be variable depending on use and season.

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~~B.C.~~ All persons, except employees of the Park District whose duties require their presence, shall not remain in a park or facility when ~~a park~~ it is not open to the public, without a permit from the Park District.

~~C.D.~~ ~~Park hours shall be posted.~~ The Executive Director or their designee may close District properties or facilities, or any part thereof, to the public at any time and for any interval of time, either temporarily or at regular intervals as deemed reasonably necessary, or for the public's health, safety or welfare, or as otherwise deemed is in the best interest of the public and/or the District.

Section 3 – Outdoor Permits

~~A.~~ No person shall conduct, operate, present, manage or take part in the following activities in a park unless a permit is obtained from the Park District or its authorized agent prior to the start of the activity. Permits are required for the following activities:

1. Basic Picnics / Gatherings

~~i.~~ Basic picnics permits are composed and issued when at least twenty-five (25) persons but no more than one-hundred (100) persons are gathered within a Champaign Park District Park. A basic picnic permit is a private event that may feature special use items. Examples include: family reunions, birthday parties, graduation parties, barbecues, gatherings and meetings. These permits are designated to:

1. Open Space

2. Pavilions

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3. Shelters

2. Park Use Permits

- i. Park Use permits are issued for small or larger scale events in Champaign Park District Parks to provide recreational, cultural, educational, and health benefits to the local community and residents. Park Use permits could be issued to individuals, governmental agencies, commercial organizations, non-profits, local cities, or other departments, and include but are not limited to concerts, festivals and fairs, markets, cultural events, celebrations, recreational activities, races, car shows, and other community events. The event may feature live entertainment, arts/crafts and services for sale. The event may be free to the public or a private event. Filming and Photography permits are classified as a Park Use permit.

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3. Wedding Permits / Receptions

- i. Wedding permits are issued to any ceremony, reception, or gathering. All wedding permits are restricted to our Signature Parks (Centennial Park, Hessel Park, West Side Park, and Douglass Park. Wedding permits are private events that may feature special use items. Permits will be issued to specific areas of each Park.
- ii. Weddings, receptions, or gatherings may include the use of photography and filming without having an extra photography and videography permit.

4. Research Permits

- i. All researchers conducting investigations on Park District property are required to obtain a Research permit to gain access to our Parks before beginning any project. These research investigations, by nature, are to be completely noninvasive to the Park Properties, leaving no materials or equipment in the parks after a project has completed. Research may not substantially interfere with park operations or patron enjoyment unless approved by authorized employees.

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B. Special Use Items

1. Trash

- i. May require the applicant to furnish additional sanitary fees dependent upon size and location of the event or rental.

2. Electric/Water

- i. The Park District may require additional fees if the applicant requests electricity or water usage for the event or rental. Possible fees will be calculated prior to issuance of a permit.

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3. Bounce Houses

- i. Additional fees will be charged for bounce houses that are placed within the Champaign Parks in designated Parks. This fee includes the electric usage.

4. Tents

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i. Additional fees will be required for any tents that are staked into the ground.

5. Vendors

i. If any applicant is requesting to sell food, beverages, or any other items for sale at the proposed event or rental, it shall be necessary for the applicant to obtain a permit from the Champaign Urbana Public Health Department. If a vendor intends to earn a profit at the event, an additional fee may be required.

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6. Food Trucks

i. If any applicant requests a food truck, a Certificate of Insurance is required that lists the "Champaign Park District" as additionally insured. Food Trucks shall not be parked on any grass areas within the Champaign Parks without written consent. The location of the food truck shall be approved by the Park District prior to the event.

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7. Porta-Potties

i. The use of Porta-potties is permitted as a special use item. Employees will specify the exact location of the Porta-potty prior to the event. To acquire a Porta-potty as a special use item, the renter shall use an approved vendor of the Champaign Park District.

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8. Firepit Usage

i. Firepit usage is restricted to Kaufmann Lake in the designated areas.

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9. Picnic Tables

i. Picnic tables are available for rentals with additional associated fees.

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C. Additional Requirements

Additional requirements for issuance of the permit may be, but are not limited to:

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1. Requiring the applicant to provide a refundable deposit or security for the repair of any damage to Park District property, clean-up costs, or both.

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2. Requiring proof establishing the amount of liability insurance required, requiring indemnification and hold harmless or requiring a certificate of insurance listing the Park District as additionally insured, and adhering to the Park District's risk management rules and regulations for safe operation.

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3. Requiring the applicant to provide additional security personnel at their own expense, as determined by the Park District. An applicant may be required to hire City of Champaign police to provide security for an activity or event at their own expense.

4. Requiring the applicant to apply for a special permit through the City of Champaign for any event requiring loud music, speakers or amplifiers and residential block parties or road closures. All permit requests must be submitted at least 30 days prior to the date of the event.

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D. Terms for Acquiring Permits

1. Standards for Issuance: The Park District or its authorized agent shall issue a permit hereunder when it finds:

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- a. The proposed activity or use of the parks shall not interfere with or detract from the general public's use and enjoyment of the park and surrounding property or facilities.
 - b. That the proposed activity and use will not interfere with or detract from the promotion of public health.
 - c. That the proposed activity or use is not anticipated to incite violence, crime, or disorderly conduct.
 - d. That the proposed activity will not entail unusual, extraordinary or burdensome expense or police operation by the Park District or expose it to extraordinary liability.
 - e. That the facilities desired have not been reserved for other use on the day and time sought in the application.
 - f. That the proposed activity is compatible with the type of park, size, and character of the area or waters involved and the facilities available; that adequate parking is available and that it is not expected to cause irreparable harm or extreme damage to the natural environment of the park.
 - g. That the proposed activity does not include unattended displays.
- 2. Issuance of a Permit:** Once the Park District approves a permit the applicant must pay all necessary fees and charges before the permit is issued. All fees are due upon reservation. A permit is not transferable or assignable from the applicant to any other person without the permission of the Park District. The permit holder must make the permit available for inspection by any Law Enforcement Officer or Park District employee on the date for which the permit or activity is being held, in order to ascertain compliance with the terms and conditions of the permit.
- 3. Effects of Permits:** A permittee shall be bound by all Park District rules, regulations, and applicable ordinances, federal, county, and local laws which are incorporated by reference into each permit
- 4. Liability of Permittee:** The person or persons to whom a permit is issued shall be liable for any loss, damage or injury to person or property sustained by anyone to whatever extent by reason of the acts or omissions of the person or persons to whom such permit shall have been issued.
- 5. Revocation:** The Park District shall have the right and authority to revoke a permit without refund upon finding a violation, of any rule, regulation, or ordinance; violation of any term or condition of the permit, including failure to produce the permit for inspection upon request of any law enforcement officer or Park District employee; providing false or misleading information on the application for the permit; or upon good cause shown as determined within the sole reasonable discretion of the Park District.

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Section 3—Park Use Permits

- A. No person shall conduct, operate, present, manage or take part in the following activities in a park unless a permit is obtained from the Park District or its authorized agent prior to the start of the activity:
1. Any contest, show, exhibit, dramatic performance, play act, motion picture, commercial photo shoot, acrobatic feat, bazaar, organized sporting event, radio or television broadcast, ceremony, children's day camp, fair, circus, musical event or any public meeting, religious event, assembly or parade, including, without

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limitation, drills and maneuvers, rallies, picketing, marches or political meetings of any kind or character whatsoever.

2. Any use of any park or facility by a certain person or group of persons to the exclusion of others.
3. Any picnic, outing or gathering sponsored by any person or organization, or composed of twenty five (25) or more persons, except as to particular parks designated by the Park District.

B. Persons desiring general or exclusive use of parks or facilities or who would like to engage in the above referenced activities shall apply to the Park District for a permit under the following categories and subject to established fees and charges:

1. **Picnics:** General picnicking in Park District parks does not require a permit. No person shall picnic other than in a designated area. Individual grills and picnic tables are available to non-permit picnickers on a first come/first served basis. A permit, known as a Park Use Permit, must be obtained for groups of twenty five (25) or more persons.
2. **Facility Rental:** A Park Use Permit is required for exclusive use and rental of pavilions, buildings, sports fields and open space areas. Park Use Permits may be applied for beginning in January for the upcoming season and such applications shall be submitted during regular business hours. Applications are processed on a first come/first served basis. The applicable rental fee and deposit must accompany the application. All cancellations must be in writing. Upon submittal of an application, required information and payment of associated fees, a Park Use Permit may be issued.
3. **Park Use Permit.** A Park Use Permit is required for any group of twenty five (25) or more persons requesting the use of a specific park for one or more of the following reasons such as: a picnic, meeting, athletic event, rally, walk a thon, march or some type of religious event. Any type of religious ceremony must be approved by the Executive Director of the Park District. Park Use Permits are also required for a teacher or school planning an annual field day or class fun day activity or a family wishing to host a reunion or celebration. Upon submittal of an application and payment of associated fees, a Park Use Permit may be issued.

Commented [D02]: Facility Rental speaks more about a Park Use Permit. Facility Rental and Park Use Permit paragraphs need a lot of help. They should be distinguishable from one another and they are not. Need to converse with Jimmy/Jameel and Mary/Misty about how to Re-write this section.

C. **Permits in General:** Permits are not transferable or assignable without the written consent of the Park District or its authorized agent. Minor changes in a permit may be requested and may be made upon written request. Additional fees and charges may apply. The request for change must be made at least seventy two (72) hours prior to the event. Permits may also be required for other activities as determined by the Park District.

Commented [D03]: Note to Joe D. and the Board, We should add a Research/Collection Permit or permission section to help insure that not too many things are being done at the same time or impacting areas beyond reason.

Commented [D04]: Note: This section being separately worked on by Jimmy, Brandon, Misty, and they will discuss with Jameel and Mary.

1. **Standards for Issuance:** The Park District or its authorized agent shall issue a permit hereunder when it finds:

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- a. ~~That the proposed activity or use of the parks shall not interfere with or detract from the general public's use and enjoyment of the park and surrounding property or facilities.~~
 - b. ~~That the proposed activity and use will not interfere with or detract from the promotion of public health.~~
 - c. ~~That the proposed activity or use is not anticipated to incite violence, crime or disorderly conduct.~~
 - d. ~~That the proposed activity will not entail unusual, extraordinary or burdensome expense or police operation by the Park District or expose it to extraordinary liability.~~
 - e. ~~That the facilities desired have not been reserved for other use on the day and time sought in the application.~~
 - f. ~~That the proposed activity is compatible with the type of park, size and character of the area or waters involved and the facilities available; that adequate parking is available; that the proposed activity does not exclude other public use of the park; and that it is not expected to cause irreparable harm or extreme damage to the natural environment of the park.~~
 - g. ~~That the proposed activity does not include unattended displays.~~
2. **Additional Conditions:** Additional conditions for issuance of the permit may be, but are not limited to:
- a. ~~Requiring proof establishing the amount of liability insurance required, and/or requiring an indemnification and hold harmless agreement or requiring a certificate of insurance naming the Park District as an additional insured.~~
 - b. ~~Requiring the applicant to post a refundable deposit or security for the repair of any damage to Park District property, the cost of cleanup or both.~~
 - c. ~~Requiring the applicant to post a refundable deposit or security for the repair of any damage to Park District property, the cost of cleanup or both.~~
 - d. ~~Requiring the applicant to furnish additional security forces, at the applicant's expense, as approved by the Park District. An applicant may be required to hire City of Champaign police at the applicant's expense to provide security for an activity or event.~~
 - e. ~~Requiring the applicant to furnish additional sanitary and refuse facilities that might be necessary based on the use or activity for which the permit is sought.~~
 - f. ~~If an applicant is requesting to sell food at the proposed activity, it shall be necessary for the applicant to obtain a permit from the Champaign County Public Health Department.~~
 - g. ~~Requiring the applicant to pay for above normal use of electricity and the erecting of tents.~~
 - h. ~~Requiring the applicant to comply with the Park District's risk management requirements for safe operation.~~
3. **Issuance of a Permit:** ~~Once the Park District approves a permit the applicant must pay all necessary fees and charges before the permit is issued. A permit is not transferable or assignable from the applicant to any other person without the permission of the Park District. The permit holder must make the permit available for inspection by any law enforcement office or Park District employees on the~~

Commented [D05]: Joe K. Do we need to beef this section up? Seems like is has what it needs.

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~~date for which the permit or activity is being held to ascertain compliance with the terms and conditions of the permit.~~

- ~~4. **Effect of Permits:** A permittee shall be bound by all Park District rules, regulations and applicable ordinances, federal, county and local laws which are incorporated by reference into each permit.~~
- ~~5. **Liability of Permittee:** The person or persons to whom a permit is issued shall be liable for any loss, damage or injury to person or property sustained by anyone to whatever extent by reason of the acts or omissions of the person or persons to whom such permit shall have been issued.~~

~~**Revocation:** The Park District shall have the right and authority to revoke a permit upon finding a violation of any rule, regulation or ordinance; violation of any term or condition of the permit, including failure to produce the permit for inspection upon request of any law enforcement officer or Park District employee; providing false or misleading information on the application for the permit; or upon good cause shown as determined within the sole reasonable discretion of the Park District.~~

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Section 4 – Lost, Found and Abandoned Property

- A. No Person shall abandon any personal property on District property.
- B. Property left unattended for longer than twenty-four (24) hours or unattended property that interferes with any Park visitor's safety or the orderly management of the Park area, or presents a threat to Park resources may be impounded or removed by the District or their designee at any time. Property so impounded shall not be returned to the owner(s) thereof until such Person(s) provides the District with acceptable proof or evidence of ownership and until such Person(s) has reimbursed the District in full for all costs and expenses associated with the impounding, removal, storage, or other disposal of the property.
- C. Any motor vehicle towed and/or impounded shall be disposed of in accordance with applicable Illinois law.
- D. Any Person finding lost or unattended property on District Property shall report the discovery to the District as soon as is practicable. Whenever a District Employee or agent finds lost or unattended property on District Property, they shall report the discovery to their supervisor. The District will attempt to make every reasonable effort to locate the owner(s) of the property.
- All found items that are not impounded in accordance with subsections 2 and 3 above, and shall be kept for no more than ninety (90) days. After ninety (90) days, items become the property of the District at which time they can be discarded, donated, destroyed, sold, or kept for use by the District.

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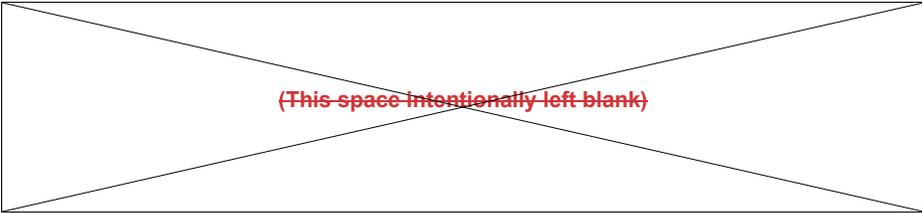
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CHAPTER 3 – PROTECTION OF PROPERTY, STRUCTURES AND NATURAL RESOURCES

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Section 1 – Destruction or Misuse of Property and Structures

No person shall upon or in connection with any property of the Champaign Park District shall commit or attempt to commit any of the following acts without the prior written permission of the Executive Director or their designee:

- A. Destroy, deface, paint, alter, damage, break, move, dig, excavate or remove any monument, stone, marker, benchmark, stake, post or blaze marking or designation of any boundary line, survey line or reference point.
- B. Cut, break, mark upon, move to an unsafe location or otherwise damage, destroy or remove any post, building, shelter, picnic table, bench, grill, railing, bridge, pier, drain, well, foundation, pump, telephone, lamp post, fence, gate, refuse container, exhibit, display, tool or equipment, paving or paving materials, storage box, utility outlet, movie screen, flagpole, water line or thing or object on or upon Park District property without written permission from the Park District.
- C. Deface, destroy, cover, damage, change, move to an unsafe location or remove any placard notice, or sign, or parts thereof, posted or exhibited by the District to announce the rules, regulations and warnings, rentals, warning signs or any other information to the public necessary or desirable to the proper use of the park or park property.
- D. Construct or erect any building, slab, fence, obstruction or structure of any kind or character whatsoever, whether permanently or temporarily, without written permission from the Park District.
- D.E. ~~or F~~ Run or string any public utility into, upon or across a park, whether temporary or permanently without the written permission from the Park District.
- E.F. Take, appropriate, excavate, injure, destroy, sell or remove any historical or prehistorical ruin or parts thereof, or any object of antiquity, without written permission from the Park District.
- G. ~~Throw, carry, cast, drag, push or deposit any refuse container, picnic table, barricade or any other movable or non-movable property into a lake, pond, wetland, stream or lagoon or upon the frozen waters thereof, or to otherwise M~~move, stack, or hide such F.H. property in such a way as to render it unavailable to the general public for its intended use, to cause a hazard to public safety or to damage or destroy such property.
- G.I. Occupy or inhabit, or cause to be occupied or inhabited, any barn, shed, or other structure, or use for storage or cause to be used for the storage of any goods, any barn, shed or other structure without written permission from the Park District.
- H.J. Enter into or upon any park area or structure closed or posted against trespass, without written permission from the Park District. Such structures or areas may be, but are not limited to, construction areas, work safety zones, equipment or material storage

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structures or area, work shops or stations, or areas undergoing reforestation or other soil or vegetative treatment, or areas, hazardous to the public safety or health.

~~J.K.~~ Tamper with in any manner, enter or climb upon, weaken, destroy, damage, or remove anything from any park vehicle, watercraft, machine or implement.

~~L.~~ Misuse any refuse container or receptacle by depositing into it any hot coals or other hot ~~or~~ burning, or chemically reactive substances, or by depositing into it any garbage, trash, refuse or other unwanted material that was not gathered on the site in the course of normal, lawful use of park facilities.

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~~J.~~
~~M.~~ Bring into, leave behind or dump any material of any kind, whether waste or otherwise, in the parks, waters, or facilities, except refuse, ~~ashes, garbage~~ and other material arising from the normal use and employment of a ~~picnic or other~~ permitted activity, provided such material is properly deposited in receptacles designed for such purposes. Where receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere. Any material of any kind shall not be left or deposited within or near the parks so as to pollute Park District land, waters, or air coursing through or over the parks or otherwise interfere with proper use and enjoyment of the park. ~~Bottles, cans, refuse or foreign material of any description shall not be deposited or thrown in any streams, wetlands, ponds or lakes located in the parks.~~

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~~K.N.~~ Bring into, throw, cast, drop, and deposit or otherwise leave or lay down any smoke bomb, tear gas or other offensive smelling or disabling agent or compound on District Property.

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Section 2 – Destruction or Misuse of Natural Resources

No person shall upon or in connection with any property of the Park District shall commit or attempt to commit any of the following acts without the prior written consent of the Executive Director or their designee:

- A. Cut, remove, uproot, pick, saw, chop, carve, injure or wantonly destroy any tree, bush, shrub, flower or plant, whether alive or dead, or chip, blaze, box, girdle, trim or otherwise efface or injure any tree, shrub or bud, or break or remove any branch or foliage thereof or pick or gather any seed of any tree or other plant unless necessitated by the performance of restorative maintenance, or construction work pursuant to contract with the Park District or by its written permission.
- B. Drive any nail, staple or attach or fasten any wire, rope, or device to any tree or plant, or tie or hitch any animal to any tree, plant or bush without written permission from the Park District.
- C. Climb any young tree, or walk, stand or sit upon any monument, vase, fountain, railing, fence or any other park property not designated or normally used for such purposes.

Commented [D06]: This should be under the land and structure section, not Natural Resources

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- D. Remove or cause to be removed any sod, earth, downed timber, rock, sand or gravel, or remove or cause to be removed any other natural material from Park District property unless necessitated by the performance of restorative maintenance, or construction work pursuant to contact with the Park District or by its written permission.
- E. Hunt, trap, molest, wound, poison, kill, feed or attempt to hunt, trap, molest, poison, kill or feed any animal, bird, or reptile, or disturb any nest, lair, den or burrow of any animal bird or reptile, without written permission from the Park District.
- F. Fish in any waters of the Park District, except in waters designated by the Park District for fishing, and then under such laws, or regulations as may be promulgated by the State of Illinois.

G. Engage in fishing for profit in park waters, or buy or sell fish caught in park waters.

Commented [D07]: This should be broader to include any collection of any kind for profit.

~~G.H.~~ Gather, trap or collect any natural material for the purpose of research, profit or sale, without the written consent of the Park District, and then under such laws, or regulations as may be promulgated by the state and federal laws.

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~~H.I.~~ Release or cause to be released any wild, or domestic animal, bird, fish or reptile, or distribute the seed or spores of any flowering or non-flowering plant into or upon park lands or waters, without written permission from the Park District.

J. Ride, lead or allow to be loose upon park premises, any horse, pony or other riding animal, except in areas designated for riding by posted signs and with written permission from the Park District.

~~J.K.~~ Use or cause to be used any chemical or biological pesticide or any other substance, measure or process designated to alter the anatomy or physiology of any organism for the purpose of directly manipulating their populations, without written permission from the Park District or authorized its agent and then only in compliance with all applicable laws regulations or as may be promulgated by the State of Illinois.

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Section 3 – Contraband

All animals, plants, birds, fish or reptiles, or parts thereof, killed, captured, trapped or taken or bought, sold or bartered or had in possession contrary to any provisions of this ordinance or applicable laws or regulations of the State of Illinois or the United States of America, shall be and are hereby declared contraband and, as such, shall be subject to seizure by any police officer or employee of the Park District.

Section 4 – ~~Destruction by~~ Misuse of Fire

No person shall upon or in connection with any property of the Park District:

- A. Set fire, or cause to be set on fire, any tree, brush, grassland, meadow, prairie, slash, refuse container or structure unless necessitated by the performance of park maintenance, or pursuant to authorized conduct within the Park District.

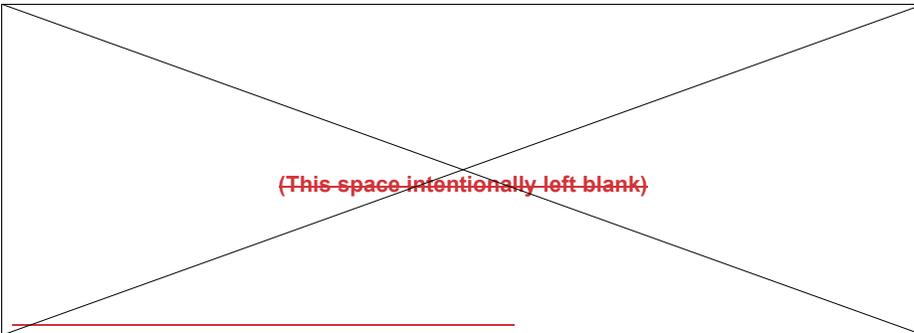
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- B. Build a fire anywhere, for any purpose, except in provided grills, or in appropriate receptacles. Fires shall be limited to cooking fires or fires in a fire pit as authorized by the Park District. Fuels used in fires shall not produce any noxious fumes or smoke. Grills and smokers shall not be placed onto picnic tables or other structures.
- C. Build any fire whatsoever, for any purpose in or out of a receptacle or grill and leave it unattended, unless such fire is properly extinguished. For the purpose of this ordinance, a fire shall be deemed properly extinguished when its ashes, residue, coals and unburned substance is cold to the human touch.
- D. Cause, suffer, or allow the burning of garbage, refuse, natural materials, waste material, trash, or other combustibles within or adjacent to the parks so as to cause smoke, haze, odor, sparks, dust, dirt, or other type of matter or gaseous substance to come upon, or pass over the park which would cause an air pollution nuisance or damage or injury to person or property.
- D.E. No Person shall throw or otherwise discard lighted or smoldering material in any manner that threatens, causes damage to, or results in the burning of District Property or Park resources, or creates a safety hazard.

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CHAPTER 4 – REGULATIONS OF RECREATIONAL ACTIVITIES

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Section 1 – Swimming

No person shall upon or in connection with any property of the Park District:

- A. Swim, wade, or bathe at any time in any of the ponds, lakes, pools, streams or watercourses, except at such place or places as may be designated by the Park District and then only in accordance with the rules, regulations, and restrictions promulgated and posted.
- B. Change into or from bathing attire, except in those places designated for such use.
- C. Fail to wear bathing attire at all times while engaged in any permitted swimming activity.

Section 2 – Bicycling, Skateboarding, and Skating

In general, bicycle riders must obey the most recent Illinois Secretary of State Bicycle Rules of the Road publication while riding on District Properties.

Additionally, nNo person shall upon or in connection with any property of the Park District:

- ~~A.~~ Ride a bicycle except on the right-hand side of the road paving as close as conditions permit. ~~Bicycles shall be kept in a single file when two or more are operating as a group, and bicyclists~~ Bicyclists shall at all times operate their bicycles with reasonable regard for the safety of others; ~~signal all turns, pass to the right of any vehicle they are overtaking, and pass to the right of any vehicle they may be meeting.~~
- ~~B.A.~~ Ride with any other person on a bicycle, except for ~~a tandem bicycle~~ and bikes equipped with child seats or trailers, which ~~has have dedicated~~ seats for more than one ~~each~~ person.
- ~~C.B.~~ Leave unattended ~~his/hortheir~~ bicycle, except in a bicycle rack when such is provided and there is space available.
- ~~D.C.~~ Ride a bicycle ~~on any path, trail, roadway or other in~~ areas designated and posted as prohibiting bicycles. Bicyclists shall yield the right of way to pedestrians. ~~on paths, trails or other areas where vehicles are prohibited.~~ No person shall operate a bicycle in a reckless manner so as to endanger pedestrians or other bicyclists.
- ~~D.~~ Skateboard, longboard, hoverboard, roller skate or in-line skate on Park District ~~property~~ Property where it is posted as prohibited. All skateboarders, roller skaters and in-line skaters shall yield the right-of-way to pedestrians, bicyclists or other skaters.

E. Section 3 – Watercraft

~~E.~~ No person shall upon or in connection with any property of the Park District: Bring into, attempt to launch, use, or navigate any boat, yacht, canoe, kayak, raft or other watercraft upon the waters or waterways, except at such place or places as may be designated. Where allowed, watercraft shall be used in accordance with Park District rules, regulations and restrictions, as well as all applicable laws, rules and regulations of the State of Illinois and the United States.

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Section 3-4 – Sound or Energy Amplification

No person shall upon or in connection with any property of the Park District play or operate any sound or energy amplification ~~devices device (including without limitation, radios, hand held radio devices, compact disc or cassette tape players, ipods, mp3 players, automobile radio type devices, television sets, public address systems and musical instruments) or operate any other sound or energy amplification device~~ in such a manner that the sound emanating therefrom can be heard at a distance of fifty (50) feet from the device during its use or operation without permission from the Park District.

Section 4-5 – Winter Sports

No person shall upon or in connection with any property of the Park District:

- A. Sled, toboggan, ski or slide on any area posted by the Park District as being “unsafe” or “hazardous” or as being “closed” due to inadequate snow cover or other environmental conditions, or upon being duly notified of such by the Park District.
- B. Enter on or upon any frozen water to skate, fish, slide or walk on for any purpose whatsoever other than areas designated for such use and then only in compliance with the rules and regulations posted for such use.
- C. Fish through the ice on any frozen waters or parts thereof designated by the Park District as ice skating areas.
- D. Bring onto or upon the frozen waters of any lake, pond or watercourse any iceboat or wind-driven-ice device or other vehicle.
- E. Ice skate on any area posted by the Park District as being “closed” or “no skating” or “unsafe ice.” Ice skating shall be allowed in designated areas only.

~~E.F. Operate a snowmobile.~~

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Section 5 – Snowmobiles

A. Definitions:

- 1. ~~“Snowmobile” is any self-propelled vehicle designated for travel on snow or ice in a natural terrain, steered by wheels, skis or runners.~~
- 2. ~~“Operate” means to control the operation of a snowmobile.~~
- 3. ~~“Operator” is any person who operates or is in actual physical control of a snowmobile.~~

B. Regulations: It shall be unlawful for any person to operate a snowmobile under the following conditions:

- 1. ~~On Park District property without express provision or permission to do so by the proper Park District authority.~~

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~~2. In a manner so as to create a loud, unnecessary or unusual noise that disturbs or interferes with the peace and quite of other persons.~~

~~3. In a careless, reckless or negligent manner so as to endanger the safety of any person or property.~~

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~~C. **Unattended Vehicles:** It is unlawful for the owner or operator to leave or allow a snowmobile to be abandoned or remain unattended on park property while the motor is running or with the keys for starting the vehicle left in the ignition.~~

Section 6-7 – Field and Team Sports and Games

No person shall upon or in connection with any property of the Park District play or engage in any team sport or game such as, but not limited to, baseball, football, cricket, soccer, field hockey, volleyball, lacrosse or horseshoes, except in those areas designated by the Park District ~~as athletic fields~~, or in such a manner as to interfere with other persons lawfully using said areas.

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Section 7-8 – Golfing in Parks

No person shall upon or in connection with any property of the Park District, swing or make use of any golf club nor play golf, nor hit or putt golf balls within or into the parks, except upon established golf courses or driving ranges as are now used or may in the future be established and designated by the Park District.

Section 8-9 – Games

~~No person~~ No person shall upon or in connection with any property of the Park District take part in the playing of any games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins, or model airplanes or rockets, except in areas conducive to such forms of recreation and after a permit has first been obtained from the Park District for that specific activity and location.

~~Except when approved by the Executive Director, no person will use any motorized, non-motorized, remoted controlled or free flying/gliding airplanes, helicopters, rockets, drones or any other unmanned aircraft systems on any Champaign Park District property. Whereas not already governed by this ordinance, the Champaign Park District will comply with all current and future regulations set forth by the Federal Aviation Administration (FAA) for the use of any Unmanned Aircraft Systems (UAS). Any person found in violation of this section to the penalties as hereinafter provided.~~

Commented [D08]: This is a very odd paragraph. Propelling Balls, that is all we do, baseball basketball etc. The planes and rockets are covered in the section on fuel-powered and radio controlled section. I think we need an overarching statement saying that in general games should only be played in appropriate areas. Otherwise, I want to delete this.

Section 9-10 – Amusement Devices

No person shall upon or in connection with any property of the Park District bring in, set up, construct, manage or operate any amusement, hobby or entertainment device, inflatable or gadget, without a permit therefore.

Commented [D09]: This paragraph needs deleted. It is now taken care of in “Fuel propelled and radio controlled” section. I can not get it to delete as it came in as red when I originally opened the track changes.

Section 10-11 – Aviation

No person shall upon or in connection with any property of the Park District make any ascent in a balloon, aircraft, airplane, glider, hang glider, or any descent in or from any balloon, aircraft, airplane, glider, hang glider, parachute or similar device as an operator, occupant or passenger, nor shall any person fly, cause to be flown, or permit any balloon, aircraft, airplane, glider, hang glider, parachute or similar device to be flown over any park premises at any time at an elevation less than is reasonable and proper so as to endanger the safety of any person or property.

Commented [D010]: Will need legal counsel’s input on drone laws from the past decade.

Section 11-12 – Gambling

No person shall upon or in connection with any property of the Park District:

- A. Manage, operate, organize, participate or engage in gambling or participate in or abet any games of chance as defined in 720 ILCS 5/28-1, et seq.
- B. Have in their possession any clock, wheel, tape machine, slot machine, pinball machine or other machine or device for the reception of money or other thing of value on chance or skill or upon the action of which money is staked, bet, hazarded, won or lost, without Park District approval. Any such machine or device in violation of this section shall be subject to seizure and confiscation.

Section 12-13 – Camping

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No person shall upon or in connection with any property of the Park District take part in any camping or sleeping overnight ~~in a park~~ without a Park District authorized permit, except in conjunction with a Park District organized, authorized and supervised program approved by the Executive Director.

Section ~~13-14~~ – Metal Detectors

No person shall upon or in connection with any property of the Park District bring in or use any device or instrument used to detect metallic objects~~be allowed to use a metal detector or similar device in any of the Park District's parks~~ unless written authorization has been granted by the Executive Director or designee.

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Section 44-15 – Cell Phones and Other Recording and Duplicating Devices

No person shall upon or in connection with any property of the Park District use (i) any electronic, mechanical, manual, electric, digital, voltaic or other device, instrument or means capable of recording, producing, duplicating, reproducing, storing, copying, transmitting or displaying any visual, video, photographic, electronic, digital recorded, or other visual image, picture, or representation, including without limitation, any camera, photographic camera, video camera, fiber optic camera, motion picture camera, television camera, camcorder, or videotaping device, or (ii) any cell phone of any type or kind capable of producing a visual image, in any restroom, locker room, lavatory, bathroom, shower facility, or dressing room, in any building owned, leased to, or under the control of the Park District.

Commented [D011]: Seriously? this section needs moved to the personal conduct section. This is under the "Regulations for Recreation" Chapter. Not good.

Section 16 – Fuel-Powered or Radio Controlled Models or Toys

No person shall upon or in connection with any property of the District:

- A. Start, fly or use any fuel-powered, air-propulsioned or electric-powered model or toy or any radio controlled model car, aircraft, drone, boat or rocket or any similar, controlled or powered toy or model, except at those areas or waters designated.
- B. Where allowed, any radio controlled device shall be used in accordance with District rules, regulations, and restrictions duly set forth as part of such permit or as posted, as well as all applicable laws, rules, and regulations of the State of Illinois and the United States.
- C. The Champaign Park District and it's visitors will comply with all current and future regulations set forth by the Federal Aviation Administration (FAA) for the use of any Unmanned Aircraft Systems (UAS). Any person found in violation of this section are subject to penalties and fines.

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Section 17 – Horseback Riding

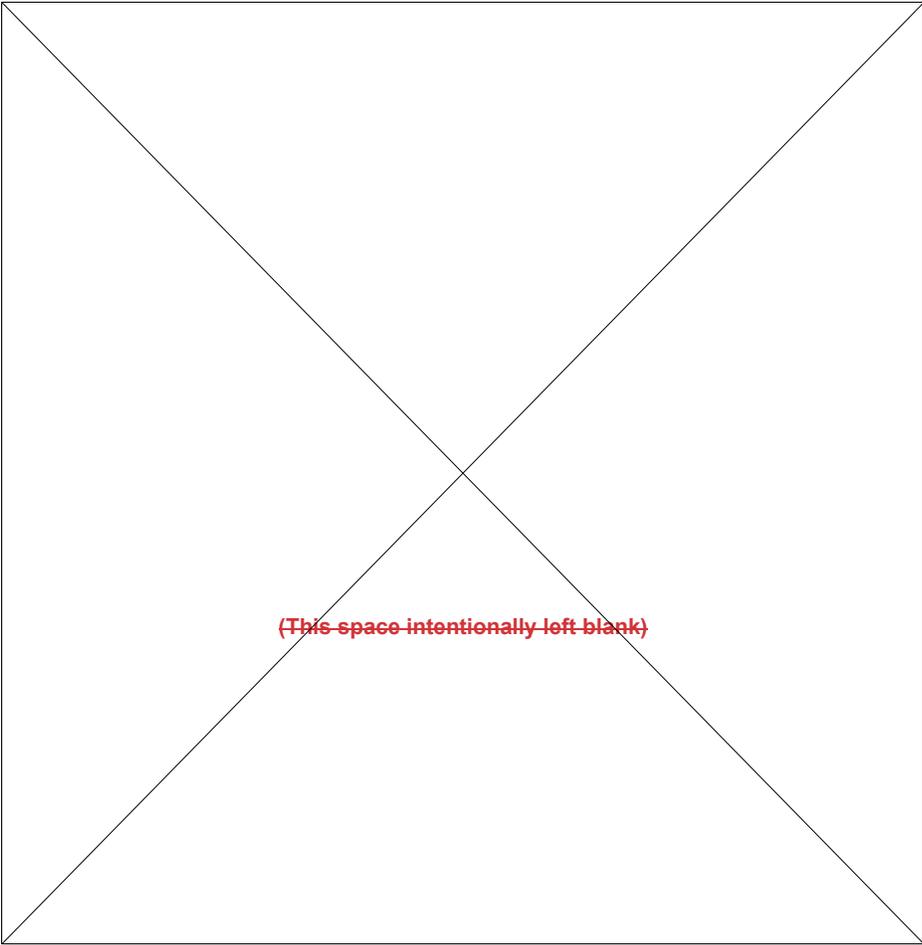
No person shall upon or in connection with any property of the District:

- A. Bring into, unload, use or ride any horse in any area without the prior written permission of the Executive Director.
- B. If permitted:
 - a. All horse trailers must be parked in designated areas where available,
 - b. All horses must remain on the right side of the trail and be in single file when riding in groups.
 - c. Horses must be kept under control at all times.
 - d. Racing of horses is prohibited.

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CHAPTER 5 – REGULATIONS OF VEHICLES, TRAFFIC AND PARKING

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Section 1 – ~~Vehicle Operation and Equipment~~Authority

The Park District hereby adopts the Illinois Vehicle Code, 625 ILCS 5/1-100, et seq., as from time to time amended, as the rules governing the operating, licensing and registering of motor vehicles, and the licensing of operators of motor vehicles on Park District property, except where Park District ordinances specifically establish different rules. Enforcement shall be authorized by any law enforcement officer or authorized agent.

Section 2 – Vehicles Types and ~~Access-Allowed~~Operation

No person shall in connection with any property of the Park District:

- A. Operate, or cause to be operated, any vehicle anywhere, except on designated roads, drives, and parking areas provided in compliance with the directions and restrictions of the police, or any authorized park employee. Nothing contained herein shall be construed to prevent police, emergency, or Park District owned vehicles from free access to all areas of park property in the execution of their duties.
- B. Operate a vehicle in such a way that traffic is obstructed.
- C. Operate, or cause to be operated, any motor vehicle anywhere, that is not licensed or permitted to be operated on the roads, streets and highways of the State of Illinois without a permit from the Park District and then only in those areas specified and in accordance with applicable rules and restrictions. Vehicles not so licensed and therefore, subject to the provisions of this subsection include, without limitation, snowmobiles, go-carts, motorized scooters, trail bikes, mini-bikes, and such other all-terrain, off-the-road vehicles. Park District vehicles are exempt.
- D. Operate or cause to be operated or moved without a permit or until such time as the park is officially opened, any vehicle closed in a park as a result of the closing of the park at the proper posted time.

~~D.E.~~ Ride, cling, or attach themselves to any part of any vehicle's exterior.

F. Operate a vehicle on any road, drive, sidewalk, trail or parking area that is posted, gated or barricaded and closed to public traffic.

~~E.G.~~ The provisions of this section regulating the movement or parking of Vehicles on District Property shall not apply to the operator of any emergency Vehicle when responding to an emergency call or pursuing an actual or suspected violator of the law. However, such operator shall exercise extreme caution when on or approaching District Property including without limitation, slowing down as necessary for safety, cautiously proceeding through traffic lights or stop signs and having the Vehicles warning system signals operating.

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Section 3 – Right-of-Way

No person shall in connection with any property of the Park District operate a motor vehicle in such a manner as to fail to yield the right-of-way to pedestrians or emergency vehicles or

to deprive or unreasonably interfere with the equal rights or opportunity of any other person to use the property of the Park District.

Section 4 – Parking

No person shall in connection with any property of the Park District:

- A. Park a vehicle on any park property other than in areas designated for parking that type of vehicle, unless there is an emergency or unless directed to do otherwise by a law enforcement officer or an authorized park employee.
- B. Leave a vehicle parked on park property after park closing hours without obtaining permission from the Park District, or after the closing of a function for which the Park District has authorized a later closing hour.
- C. Park a vehicle in such a way as to block another parked vehicle, or to block, restrict or impede the normal flow of traffic.
- ~~D. Park a vehicle in such a way as to block, restrict or impede the normal flow of traffic.~~
- ~~E.D.~~ Permit a motor vehicle which such person is operating, or in charge of, to stand unattended without first stopping the engine, locking the ignition, and removing the keys, and when standing upon any perceptible grade, without setting the brake thereon and turning the front wheel so as to inhibit the accidental movement of said motor vehicle.
- ~~F.E.~~ Park any vehicle in any parking place designated as reserved for handicapped persons, unless proper registration plates, decals or devices are exhibited indicating that the vehicle is operated by or for a handicapped person. Any vehicle in violation of this subsection is subject to removal at owner's or operator's expense as well subject to fines.
- ~~G.F.~~ Double-park any vehicle ~~on any driveway~~ unless directed by a park official or temporarily for discharging passengers.
- ~~H.G.~~ Leave any vehicle in the park more than twenty-four (24) hours due to a mechanical failure. At the end of such period the vehicle shall be towed away at the owner's or operator's expense and be subject to fines.
- ~~H.~~ Change vehicle fluids or wash/polish oil, grease, wash or polish vehicles and leave debris from such action, or change any parts or make repairs of any kind to any vehicle in any park area, except such emergency repairs necessary to remove such vehicle therefrom.
- ~~I.~~ Display a vehicle for the purpose of selling or leasing the vehicle.
- ~~I.J.~~ Sell goods or services from such vehicle, unless authorized by the Park District.

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Section 5 – Speed Limit

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No person shall in connection with any property of the Park District operate a vehicle on any road, drive, or parking area at a speed greater than the speed limit posted along the right-of-way or, in the absence of such posted limit, at a speed in excess of ten (10) miles per hour, but in no event shall a vehicle be operated at a speed that is greater than reasonable and proper with regard to pedestrians present or traffic conditions.

Commented [DO12]: Note for Dan to check. Do we have proper signage and distancing of signs along Parkland Way?

Section 6 – Signs

No person shall in connection with any property of the Park District operate a vehicle in disregard of any sign, signal, marking or device erected, constructed or created by the City, the Park District, contractor, or any public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic, or contrary to the order or direction of any police-law enforcement officer or other person duly authorized to direct or regulate traffic.

Section 7 – Negligent or Careless Driving

No person shall in connection with any property of the Park District operate any motor vehicle in the park in a negligent, reckless or wanton manner, or carelessly so as to endanger life or property.

Section 8 – Overweight Vehicle

No person shall in connection with any property of the Park District operate any motor vehicle having a gross weight capacity, including vehicle and maximum loads in excess of 8,000 pounds, or any vehicle bearing a Class-D or heavier license plate pursuant to 625 ILCS 5/3-815, as amended from time to time, without a permit from the Park District, except emergency or delivery vehicles.

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Section 9 – Improper Vehicle Operation

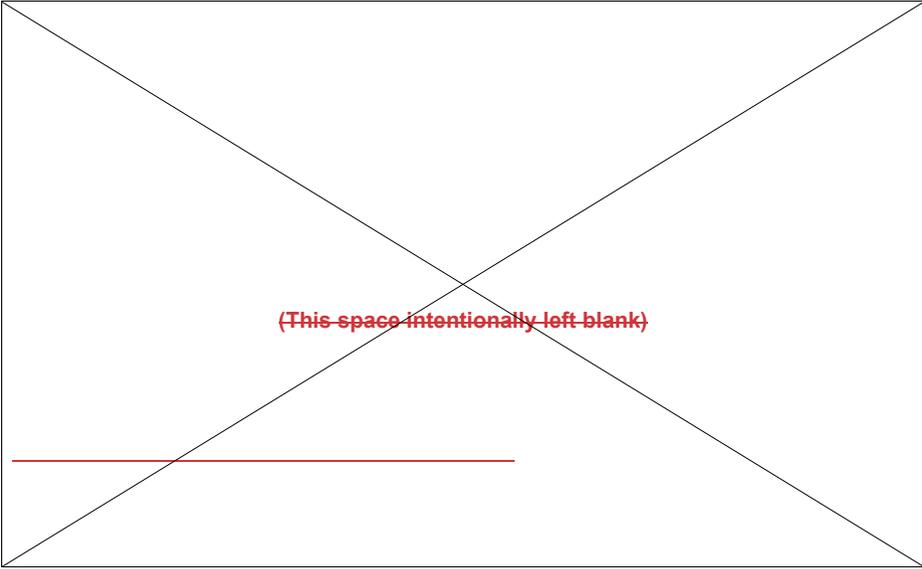
No person shall in connection with any property of the Park District:

- A. Operate a vehicle in such a manner so as to deprive or unreasonably interfere with the equal rights of any other person as to the use of such public street or highway.
- B. Operate a vehicle in such a manner as to cause or produce unnecessarily loud or unusual noise such as by the racing of the motor, by lack of a muffler or use of a muffler cutout, by tire friction upon rapid turning or weaving, by spinning of the wheels from standing or slow moving position produced by sudden unnecessary motor acceleration, or by continuous unnecessary motor acceleration, or by continuous unnecessary sounding of a horn, radio, stereo or other signal device.
- C. Operate a vehicle and intentionally accelerate causing the tires to spin, mark and deface the park or roadway surface.
- D. Allow any person to ride, cling or attach themselves to the exterior of a vehicle, upon the fenders, bed area or any other part of any vehicle.

Commented [DO13]: I also have this elsewhere in the R and R. Find it and maybe remove.

Section 10 – Driving While Under the Influence of Intoxicating Liquor or Drugs

No person shall ~~in connection with any property of the Park District~~ drive, operate or be in possession or control of, or attempt to drive or operate any vehicle on any Park District property if said person is under the influence of intoxicating liquor, drugs, or a controlled substance as defined by Federal or State law.



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CHAPTER 6 – REGULATION OF PERSONAL CONDUCT AND BEHAVIOR

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The Park District hereby adopts the Illinois Criminal Code, 720 ILCS 5/1-1, *et seq.* and Code of Criminal Procedure, 725 ILCS 5/100-1, *et seq.*, as amended from time to time, as the rules governing criminal offenses on Park District property, except where Park District ordinances specifically establish different rules. Enforcement shall be authorized by any law enforcement officer or authorized agent.

Section 1 – Vending and Advertising

No person shall upon or in connection with any property of the Park District:

- A. Expose or offer for sale or hire any articles or things, or conduct or solicit any business, trade or occupation or profession without the approval of the Park District or its authorized agent, and then only in accordance with the terms and conditions thereof, it being the intention of the Park District to control commercial enterprises or sales on its property. The advertising or promotion of any business, production, service or profit making event is not allowed in any park or publication of the Park District, except when authorized by the Park ~~Board of Commissioners~~District.
- B. Display, distribute, post or fix any placard, sign, handbill, sticker, decal, pamphlet, circular, or any other written tening or printed material or objects containing advertising matter or announcements of any kind or character whatsoever without permission from the Park District or its authorized agent, except the groups holding a valid Park Use Permit, may display signs to identify their location or direct others to it, provided that such signs are temporary and are removed by permittee at the termination of the activity and provided that the placement of the signs do not violate other sections of this ordinance.
- C. Beg or solicit contributions or donations in any manner in any park, unless authorized by the Park District.
- D. Nothing in this Section 1 shall preclude the collection of admission fees or cover charges, or the sale of raffle tickets, articles, items or other things by an organization, company or other entity for the purpose of fundraising for a charitable, humanitarian or benevolent cause if the organization, company or other entity has obtained a permit for the event. The permit shall be subject to the rules and regulations established by the Executive Director.

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~~C.~~

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Section 22 – Unlawful Obstructions and Encroachments

No person shall upon or in connection with any property of the Park District:

- A. Set or place or cause to be set or placed any goods, wares, or merchandise or any stand, cart or vehicle for the transportation or vending of any such goods, wares, or merchandise or any other article upon any property of the Park District which obstructs the use of any park.
- B. By force, threat, intimidation or by any unlawful fencing or enclosing or any other unlawful means, prevent or obstruct or combine with others to prevent or obstruct any person from peacefully entering upon any property of the Park District or obstruct the

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entrance into any enclosure within the Park District, excepting that nothing in this section shall be construed to deny lawful enforcement of a valid permit granting a certain person or persons use to the exclusion of others as defined and provided for in this ordinance.

C. Enter, without appropriate invitation or without having appropriate admission fee, any Park District area, facility or program which has been rented or otherwise reserved for any purpose; nor shall anyone enter any concession in any of the parks of the Park District without the consent of the concessionaire or duly authorized agent or employee; nor shall any person disturb any patron of such concession, any participant in any dance, game, picnic, or a public assemblage; nor shall any person loiter in the immediate area of any such concession so as to impede free access to such concession by other park patrons or the flow of pedestrian traffic in and about the area of such concession.

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D. Place, build, construct, or erect any scaffold, stand, private fence, drain line, tent, building, structure, platform, or any other structure or improvement of whatever kind whether stationary or moveable and whether permanent or temporary in character, or construct, run, string, or otherwise place any electrical wire, conduit or pipe or any other public service or private utility into, upon, above, across, onto, or beneath District Property, unless a Permit, license, or contract therefore has first been obtained from the District.

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E. Establish a garden, plant any kind of vegetation, or distribute the seeds or spores of any flowering or non-flowering plant into or on District Property except in areas approved by the Executive Director. All such planting material shall become the property of the District.

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Commented [D014]: Although I put this here, I am debating whether it is more appropriate in the Natural Areas protection section.

F. Move or remove any of the District's identification markers that mark the property line of District Property.

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G. Use for storage or cause to be used for the storage of any goods, shed or other structure without written authorization from the Executive Director or his/her designee.

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H. Prior to proceeding with legal action under this section, the District shall notify the Person of the encroachment and request removal within ten (10) calendar days.

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Section 3-3 – Unlawful Construction or Maintenance

No person shall upon or in connection with any property of the Park District erect, construct, install, or perform any maintenance on, below, over or across a park, except by proper authorization of the Park District authorizing such activity, and then only in accordance with written permission of the Executive Director specifying in detail the work to be done and the conditions to be fulfilled pursuant to the terms of such authorization.

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Section 4-4 – Drug or Alcohol Abuse/Use

Commented [D015]: DJO – Situational question for legal counsel pertaining to medical marijuana. Those with a medical marijuana certificate can grow up to five plants. Can marijuana be grown in a rented garden spots such as Eddie Albert? Joe K looked this up on Illinois legal aid and found that it keeps referring to grown in home.

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No person shall upon or in connection with any property of the Park District possess, give away, sell, serve, dispense or ~~drink~~ consume any alcoholic beverage, provided however, that the sale, delivery, possession and consumption of alcoholic beverages to or by any person 21 years of age or older in any specified building or within a specified area owned by the Park District, as authorized by the Park District from time to time, shall be permitted.

~~No person shall upon or in connection with any property of the Park District, or~~ possess, sell, deliver, smoke, inhale, inject, eat, chew, swallow, or otherwise ingest in any manner whatsoever any ~~beer, wine, other alcoholic beverage,~~ narcotic drug, or illegally possessed controlled substance; ~~provided however, that the sale, delivery, possession and consumption of alcoholic beverages to or by any person 21 years of age or older in any specified building or within a specified area owned by the Park District, as authorized by the Park District from time to time, shall be permitted.~~ Any person found to be in violation of this section shall be subject to arrest or ejected from the park or facility premises.

Section 5-5 – Weapons and Harmful Substances

No person shall upon or in connection with any property of the Park District:

- A. At any time have in their possession or on or about their person, any firearm, knife, pistol, revolver, rifle, shotgun, ammunition, bow and arrow, crossbow, slingshot, blackjack, billy club, any device capable of discharging a projectile by air, spirit, gas or explosive, any explosive substance or harmful solid, liquid or gaseous substance, any tear gas or any disabling chemical agent or any other dangerous weapon of any kind or character whatsoever. Nothing contained herein shall be construed to prevent any duly sworn police officer from carrying such weapons as may be authorized and necessary in the discharge of their duties; nor shall it apply to any person summoned by any such officer to assist in making arrests or preserving the peace while such person is engaged in such assistance. The Park District may designate areas within a park where bows and arrows, and/or firearms can be used. In such cases, the Park District shall promulgate rules and regulations for the safe use of such devices, and no person shall fail to abide by such rules and regulations.
- B. Bring onto park property any trapping device, any incendiary bomb or material, any smoke or stink bomb, any acid or caustic substance, or any flammable liquid, except charcoal lighter or fuel contained in the fuel tank of a motor vehicle, for the usual and ordinary purposes thereof.
- C. Discharge any of the weapons or instruments, listed in Section 5Asections above, into or over any park from outside a park.

Commented [D016]: Discuss with Legal Counsel: What, if anything needs to change in this section due to concealed carry? This section has not changed since well before new laws.

Discuss with Legal Counsel: We believe it would be good to "reminder" to reference park and facility restrictions for firearms in the concealed carry law.

Commented [D017]: Discuss with Legal Counsel: Using pepper spray or a pocket knife as examples, these seem like we should allow them for self-protection or work purposes. There are items that are lawfully prohibited in our parks such as firearms, bombs and knives of certain lengths. It seems these are items should be labeled as "not in possession of". There are other things here that are innocuous enough that we could see dropping the "in possession of" kind of statement and instead state something similar to "may not be used in an unlawful manner". For example, you can carry pepper spray for self-protection, but if you use it for the purpose of assault, then it becomes a violation of this ordinance.

Commented [D018]: Discuss with Legal Counsel: If we define "firearm" and "weapon" in the definitions section do we need this long list. It seems the more we list the more we can think of, sword, axe, hatchet, blowgun...you get the point.

Section 6-6 – Hindering or Bribing Employees

No person shall upon or in connection with any property of the Park District:

- A. Interfere with, unreasonably disrupt or delay or in any manner hinder any Park District employee or distract ~~him/her~~ them from the performance of ~~his/her~~ their duties.
- B. Give or offer to give an employee any money, gift, privilege, or article of value on or off Park District property so as to violate the provisions of: this ordinance, any contract or permit, any statute of the State of Illinois or the United States, in order to gain or

Commented [D019]: Discuss with Legal Counsel: First, some of this is repetitious from above. Second, it seems ridiculous to have to list the exceptions. The more you do, the more you leave out. By this definition, I would not be able to bring into the parks a lighter, vape, propane tank...I think you get where I am going.

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receive special consideration in applying for any use or privilege, or to gain special consideration and treatment in the use of any Park District property or facility.

Section 7-7 – Use of Facilities Restricted as to Gender

No person shall upon or in connection with any property of the Park District enter into or remain in any toilet, restroom, bathhouse, pavilion or structure or section thereof, which has been reserved and designated for use of the opposite gender, except for minor children of such age and ability so as to need to be and when accompanied and supervised by an adult. Nor shall any person loiter in or around any restroom, bathhouse or dressing room for the purpose of soliciting another to engage in sexual behavior.

Commented [DO20]: I will need guidance from legal counsel on this paragraph. I don't believe we can restrict access anymore and guessing we need to delete it in it's entirety. I am wondering if our other sections of loitering, disorderly conduct, etc. are enough to have the same impact that this statement has.

Section 8-8 – Disorderly Conduct

No person shall upon or in connection with any property of the Park District engage in conduct that is disorderly, and a person shall be deemed to have engaged in disorderly conduct when he knowingly:

- A. Does any act in such unreasonable manner as to provoke, make or aid in making a breach of the peace.
- B. Does or undertakes an unreasonable offensive act, utterance, gesture or display which, under the circumstances, creates a clear and present danger of a breach of the peace or imminent threat of violence.
- C. Refuses or fails to cease and desist any conduct or activity likely to produce a breach of the peace where there is imminent threat of violence; and where the police have made all reasonable efforts to protect the otherwise peaceful conduct and activity, have requested that said conduct and activity be stopped, and have explained the request if there be time.
- D. Fails to obey a lawful order of dispersal by a person known by him to be a police officer under circumstances where persons are committing acts of disorderly conduct in the immediate vicinity, which acts are likely to cause substantial harm or serious inconvenience, annoyance or alarm.
- E. Assembles persons for the purpose of using force or violence to disturb the public peace.
- F. Contributes to the delinquency of a minor while within a park area.

Section 9-9 – Public Indecency

No person shall upon or in connection with any property of the Park District engage in conduct that is publicly indecent, and a person shall be deemed to have committed an act of public indecency when any person performs any of the following acts:

- A. An act of sexual intercourse.
- B. An act of deviant sexual conduct.

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- C. A lewd exposure of the body done with intent to arouse or to satisfy the sexual desire of the person.
- D. A lewd fondling or caress of self or the body of another person, ~~of either sex.~~

Section ~~40-10~~ – Obscene ~~or Indecent Books and Pamphlets~~ Electronic and Printed Materials

No person shall upon or in connection with any property ~~or program~~ of the Park District knowingly view, exhibit, sell, give away, or offer to sell or give away in the Park District any obscene ~~or pornographic~~ book, pamphlet, paper, drawing, electronic media, movie, film, picture, photograph, poster or any other article of any kind ~~of an obscene nature for indecent or immoral use.~~

No person shall use or cause to be used any wireless or wired internet connection or Park District owned hardware to violate any section of this Ordinance.

Section 11 – Clothing

No person shall upon or in connection with any property of the Park District knowingly appear in clothing that does not conform to commonly accepted standards, regulations or ordinances within the community.

Section ~~44-12~~ – Control and Treatment ~~of Dogs and of Domestic Animals~~

- ~~A.~~ This ordinance shall not be construed to prohibit the controlled use of certain animals approved by the Executive Director or purposes of public safety, such as but not limited to, the protection of Park District property or the protection of employees in the performance of their duties or search and rescue.

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No person shall upon or in connection with any property of the Park District:

- A. Bring in, lead or carry any dog or domestic animal that is unleashed or on a leash longer than six (6) feet, except to those areas designated by the Park District for use by such animals and then only in accordance with the rules and regulations promulgated for the control of such area or areas.
- ~~B-A.~~ Bring a dog or other domestic animal into a park area where dogs or domestic animals are prohibited. Dogs and domestic animals are prohibited from within twenty-five (25) feet of a playground, picnic shelter, swimming pool, fountain, athletic field or any sites of recreation activity, such as but not limited, to recreation programs and special events which may be designated by the Park District. All dogs in those areas where such domestic animals are not prohibited shall be restrained at all times on adequate leashes not greater than six (6) feet in length and shall be accompanied by a person capable of controlling them.
 - 1. Any dog or other domestic animal found to be running at large and not under the control of any person while on Park District property may be apprehended and removed to an animal shelter, public pound or any other place provided for such purpose, all at the expense of the owner.

2. Any person who brings a dog or other domestic animal onto Park District property shall cleanup and properly dispose of defecation left by the dog or other domestic animal under the control or ownership of such person.

C-B. Bring in, drive, ride or lead in any animal, except in accordance with the provisions of this ordinance and the rules and restrictions promulgated for the control of such animals, except that horses, beasts of burden and draft animals may be ridden or driven ahead of vehicles attached thereto on such portions of the park as may be designated by the Park District.

Section 42-13 – Honoring Permits

No person shall upon or in connection with any property of the Park District by act or speech willfully or unreasonably hinder, interrupt or interfere with any duly permitted activity, or unreasonably or willfully intrude upon any areas or into any structures designated for the use of a certain person or persons, to the exclusion of others.

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Section 43-14 – Pyrotechnics

No person shall upon or in connection with any property of the Park District possess, set off or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics without Park District approval, and then only under such rules and regulations as may be promulgated by the Park Board and subject to all local, State and Federal laws.

Section 44-15 – Smoking in Park District Buildings

No person shall upon or in connection with any property of the Park District smoke in any part of the Park District’s buildings or within 15 feet of any building entrance, window, ventilation intake, or air conditioner pursuant to the -Smoke Free Illinois Act, 410 ILCS 82/1, et seq. (P.A. 095-0017).

Section 45-16 – Lurk or Lie in Wait

No person shall lurk, lie in wait, or be concealed in any place with intent to do mischief or commit any crime or other illegal act.

Section 46-17 – Loitering

No person shall loiter, loaf, wander, stand or remain idle either alone and/or in consort with others in a park facility in such a manner to:

1. Obstruct or hinder the use of a park or facility by other.
2. Obstruct or interfere in the carrying out of duties of a Park District employee or City, County or State employee performing duties in the park or park facility.

Section 47-18 – Littering, Dumping and Polluting

Unless a Permit, contract or another type of written authorization has first been approved by the Executive Director or their designee, no Person shall:

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A. Discharge, litter, cast, drop, scatter, place, pile, throw, carry, drag, push, leave or deposit any:

1. Paper, wood, plastic, glass, liquid, or metal of any kind, coal, ashes, snow, ice, rubbish, litter, garbage, human or animal waste, sticks, leaves, grass clippings, landscape waste of any kind, or foreign matter in any Park except in trash or recycling receptacles provided for that purpose if the waste was generated in the Park and it is a reasonable size that would be generated from one-time general Park use. Where receptacles are not provided, are missing or are full to capacity, all such garbage, refuse or other material shall be carried away from the area of use by the Person(s) responsible for its presence and creation and properly disposed of elsewhere;

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2. Injurious substances or materials into or near District Waters, air, or upon the ground or property of any kind in any Park so as to Pollute the District land, Waters, or air coursing through or over the Parks or otherwise to interfere with the proper use and enjoyment of the Park; or

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3. Refuse container, picnic table, barricade or any other movable or non-movable Property into or upon District Waters.

B. Urinate or defecate on District Property other than in toilets in restroom facilities expressly provided for such purposes;

Ordinance Regulating the Use of Parks, Facilities and Properties Owned or Controlled by the Champaign Park District

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C. Bathe or wash oneself or another person or food, clothing, dishes, or other property at water outlets, fixtures or pools on District property, except at those areas designated by the District for such use;

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D. Use or cause to be used any chemical or biological pesticide or any other substance, measure or process designated to alter the anatomy or physiology of any organism for the purpose of directly manipulating their populations;

E. Drain sewage or other refuse from a trailer or other Vehicle on District property; or

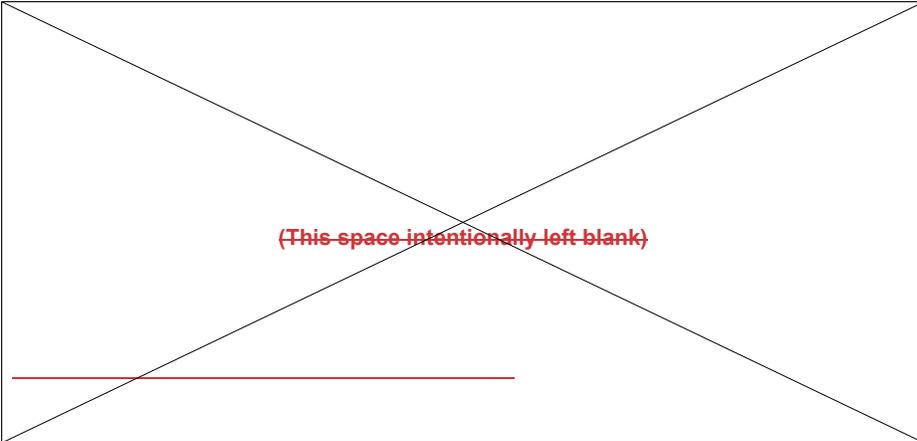
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F. Bury the remains of any human or animal on District property in accordance with Illinois State statutes.

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G. Any person violating this section may be assessed the cost of removing any such improperly deposited substance or material and such charge shall be in addition to and not in lieu of any other penalties provided for in this Ordinance or applicable federal, state, local, and/or District laws, ordinances, rules, and regulations. No person shall throw, toss, place or deposit or cause to be thrown, placed or deposited litter or offensive substances in or upon any public place in the parks or park facilities, except in the receptacles provided thereof.

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CHAPTER 7 – Enforcement ENFORCEMENT

State laws for Park Districts apply. This ordinance is enacted pursuant to the Park District’s authority under the Illinois Park District Code, 70 ILCS 1205/1-1, *et. seq.* All persons coming upon Park District property shall abide by this ordinance. The Illinois Park District Code states that the members of the Park Board and all police officers appointed by them shall be conservators of the peace within and upon such parks, boulevards, driveways and property controlled by such Park District, and shall have power to make arrests in view of the offense, or upon warrants for violation as for breach of the peace, in the same manner as the police in cities organized and existing under the general laws of the City of Champaign, County of Champaign and the State of Illinois.

Section 1 – ~~Police~~Officers

A. All sworn officers of the City of Champaign Police Department shall have the power and the authority to issue citations and complaints or arrest any persons found in the act of violating any ordinance of the Park District or rules or regulations thereof, ordinance of the City of Champaign or law of the State of Illinois, where applicable, and to eject said person from any park or any portion thereof for violation of any such ordinance, rule, regulation or statute.

Section 2 – Two Penalties, One Judgement

A. In all cases where the same offense shall be made punishable or shall be created by different clauses or section of this or any other ordinance or statute, the police or person procecuting may elect under which to proceed, but not more than one judgement shall be had against the same person for the same offense.

Commented [D021]: Note for legal counsel. Four or more years ago, the state of Illinois made it legal for all policing agencies to be able to cross agency lines for law enforcement. Should this section refer to a larger number of policing agencies or drop off “City of Champaign”.

Commented [D022]: Note for legal counsel. Earlier this year, changes were made to general trespassing laws. Are we allowed to ban individuals for general trespass anymore?

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Section 2-3 – Fines and Penalties

A. Any person found guilty of violating or disobeying any provision of this Ordinance may be arrested by the Police in the enforcement of this Ordinance and may be fined ~~upon conviction the sum in the amount of not less than Fifty Dollars (\$50.00) but not more than of ONE THOUSAND DOLLARS~~ One Thousand Dollars (\$1,000.00), for each offense. The which fine may be recovered by an action in the name of the Park District in the Circuit Court of Champaign County, Illinois.

B. Payment of Violations Without Court Action:

1. In case of any violations of the provisions hereof, if in the opinion of the ~~police officer~~ Officer detecting such violation, it is of such a nature or kind that it does not tend to immediately endanger the public safety, and Park District property has not been damaged, such ~~police officer~~ Officer may issue a “warning” complaint which indicates that payment of a lesser penalty may be paid to resolve such obligation.
2. The Park District shall designate the location to which such compromise payments shall be made. In case of failure to make payments as herein provided, the officer issuing the complaint shall transmit the complaint to the Clerk of the Circuit of Champaign County, as in other cases.

- C. The Park District make also seek, in addition to or instead of fines and penalties, an order that the offender be required to make restitution for damage resulting from violations of this ordinance.

Section 3-4 – Rules and Regulations

The Park Board shall from time to time promulgate and make reasonable rules, practices, procedures and regulations governing the use of the various areas, facilities, devices and vehicles within the parks, and such rules and regulations shall become binding and effective upon their being posted at the entrance to the facility or areas governed by them and shall be enforced with the same force and effect as the other provisions of this ordinance.

Section 4-5 – Authority of Other Agencies

This ordinance shall not be construed to prevent other law enforcement officers from carrying out their own duties within the territories of the Park District as defined by applicable laws of the State of Illinois and United States or ordinances of Champaign County, Illinois and the City of Champaign, or in accord with any other policing agreement approved by the Park Board.

Section 5-6 – Permits and Designated Areas – Authority

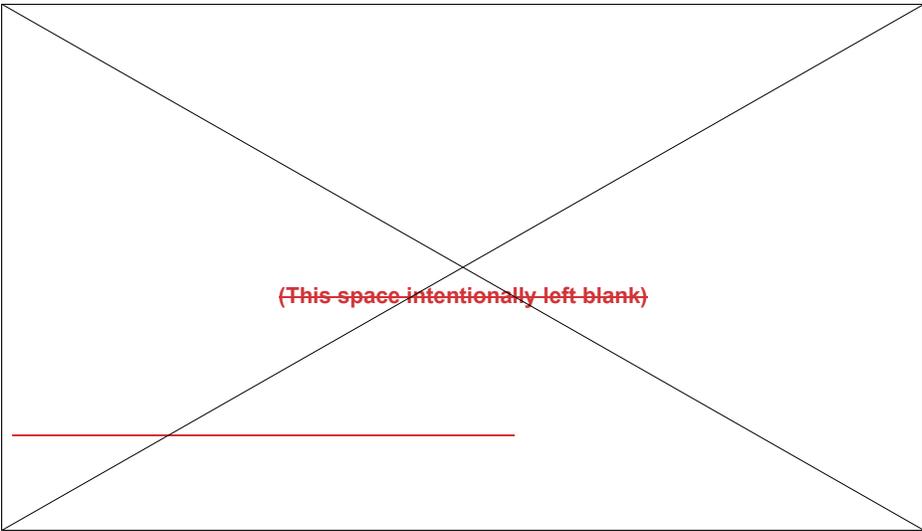
In order to carry out the terms of this ordinance, the Park District shall have the authority to issue the permits, set fees, post notices or take the other action as called for herein, subject to the provisions set forth in Chapter 2.

Section 6-7 – Civil Suits

This ordinance shall not be construed to prevent or preclude the lawful use by the Park District of a civil remedy at law or equity, as the case may be, to correct any abuse or loss suffered by the Park District as a result of violation of this ordinance or any law of the City of Champaign, Champaign County or State of Illinois.

Section 7-8 – United States, State and Local Laws

All persons within the parks and facilities of the Park District are subject to all ordinances, rules and regulations of the Park District, as well as all applicable laws of the United States, State of Illinois and local ordinances of Champaign County, Illinois and the City of Champaign, Illinois, as amended and changed from time to time. These laws include, without limitation, the Illinois Park District Code, -Illinois Vehicle Code, the Criminal Code of the State of Illinois and Game and Fish Codes of the State of Illinois, as amended and changed from time to time.



Ordinance Regulating the Use of Parks, Facilities and Properties Owned or Controlled by the Champaign Park District

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Ordinance Regulating the Use of Parks, Facilities and Properties Owned or Controlled by the Champaign Park District

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CHAPTER 8 – ~~Miscellaneous~~MISCELLANEOUS

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Section 1 – Repeal

All Park District ordinances ~~in full or part, and parts of ordinances and~~ all resolutions, rules and orders, or any parts thereof, in conflict or inconsistent with this ordinance, or any parts hereof, are to the extent of such conflict or inconsistency hereby repealed.

Section 2 – Enactment

This ordinance shall be in full force and effect from and after its passage and approval.

Section 3 – Captions and Headings

The captions and headings used here-in are for convenience of reference only and do not define or limit the contents of each paragraph.

Section 4 – Severability

The provisions of this ordinance shall be deemed to be severable, and the invalidity or unenforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof, which shall remain in full force and effect.

Section 5 – Inspection of Rules, Regulations, Designations and Schedules of Fees

Copies of all rules, regulations, designations and schedules of fees, established by the Park District Executive Director or ~~Board~~Park Board of Commissioners, shall be kept in a single location and made available to the public for inspection during normal business hours at the Park District Bresnan Meeting Center, 706 Kenwood Road in Champaign, Illinois.

Section 6 – No Duty Created

This and all other Park District ordinances and resolutions shall not, unless expressly approved and adopted therein, be construed to create or impose any duty of any kind or character whatsoever upon the Park District, its Commissioners, officers, employees or agents.

CHAPTER 9 – ~~AMENDMENTS~~

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This ordinance may be amended from time to time by the Park District and such amendment may be shown by either marking the section amended, attaching the amendment to this ordinance, or filling in the schedule below.

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DATE	CHAPTER	SECTION	TITLE OR DESCRIPTION
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