



AGENDA
PUBLIC HEARING FOLLOWED BY 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=djIiHUmwvcFpZak9EZzZrU0pBaEtEQT09>

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, October 12, 2022, and sent to joe.deluce@champaignparks.org.

Wednesday, October 12, 2022
7:00 p.m.

PUBLIC HEARING

A. GENERAL OBLIGATION BONDS

The Public Hearing is to discuss and receive public comments on the intent to issue \$1,255,000 in General Obligation Bonds. A Notice of Public Hearing was published in *The News-Gazette* on October 2, 2022.

B. PUBLIC COMMENTS

C. CLOSE THE PUBLIC HEARING

REGULAR BOARD MEETING

A. CALL TO ORDER

B. PRESENTATION

1. Timberline Valley North Homeowners Association

C. COMMENTS FROM THE PUBLIC

Regular Board Meeting

October 12, 2022

Page 2

D. COMMUNICATIONS

E. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of September 2022.
(Roll Call Vote)

F. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

G. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

H. REPORT OF OFFICERS

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

I. 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 Regular Board Meeting, September 14, 2022
2. Approval of Minutes of the Executive Session, September 14, 2022
3. Approval of Minutes of the Special Board Meeting, September 28, 2022
4. Approval of Minutes of the Executive Session, September 28, 2022

J. NEW BUSINESS

1. Approval of Disbursements
Staff requests approval of the list of disbursements for the period beginning September 14, 2022 and ending October 11, 2022. *(Roll Call Vote)*
2. Approval to Solicit Bids for Issuance of General Obligation Bonds
Staff recommends approval authorizing the Treasurer and Director of Finance to solicit bids for the issuance of \$1,255,000 in General Obligation Bonds for the purpose of paying debt service on certain outstanding obligations and for financing, as applicable, the maintenance, improvements and protection of lands, buildings and parks, including land acquisition, and related design, facilities, improvements and costs, as provided in a resolution adopted by the Board at its Regular Meeting held September 14, 2022. *(Roll Call Vote)*
3. Approval of Ordinance No. 662: An Ordinance Regulating the Use of the Parks and Property Owned or Controlled by the Champaign Park District
Staff recommends approval of Ordinance No. 662: an ordinance regulating the use of the parks and property owned or controlled by the Champaign Park District. *(Roll Call Vote)*
4. Approval of Professional Services Agreement with Farnsworth for Skelton Park Project
Staff recommends approval of a professional services agreement with Farnsworth Group totaling \$52,900, which the Park District will be reimbursed by the Visit Champaign County. An agreement is being prepared by the Park District Attorney between the Park District and Visit Champaign County. *(Roll Call Vote)*

K. DISCUSSION

1. FY23 Operating Budget – Administrative Services
2. Board Policy Manual – Policy Review
 - i. Capital Improvements Plan Policy
 - ii. Payment of Employee Wages Policy
 - iii. Tuition Reimbursement Policy
3. 1st Quarter Financial Report – Park District

L. COMMENTS FROM COMMISSIONERS

M. ADJOURN

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

September 14, 2022

The Champaign Park District Board of Commissioners held the Regular Board Meeting on Wednesday, September 14, 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 Regular 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. Citizens were given the opportunity to participate in the teleconference at the web address: <https://us02web.zoom.us/j/89438812005?pwd=b1VFtKvYkzVOcHk4bkhOS3hFK3N3dz09> 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, September 14, 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, Jane L. Solon, and Timothy P. McMahon, Treasurer Brenda Timmons, Attorney Guy C. Hall, Joseph C. DeLuce, Executive Director, and Jarrod Scheunemann, Secretary and Director of Administrative Services.

Staff present in person: Chelsea Norton, Director of Marketing and Development, Steven Bentz, Director of the Virginia Theatre, and Joe Kearfott, Assistant Director of Administrative Services.

Staff present online: Andrew Weiss, Director of Planning, Dan Olson, Director of Operations, and Jameel Jones, Director of Recreation, and Edgar May, Recreation Intern.

Emily Klose was an in-person attendee of the meeting.

Jean Flood of the League of Women Voters and Rob Sperl were also present electronically.

Call to Order

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

Comments from the Public

Ms. Klose gave public comment about West Side Park. She illustrated concerns about Veo electric bike (e-bike) activities within the park including riders traveling on park trails at maximum e-bike throttle speeds of 15 mph as well as abandoning e-bikes throughout the park and trails after rides are completed. Ms. Klose expressed concern for the safety of walkers, runners, and individuals with disabilities who use West Side Park trails and requested the Board consider regulating e-bike speeds and parking.

Communications

None.

Treasurer's Report

Treasurer Timmons presented the report. She stated the Park District's finances had been reviewed and were found to be in appropriate order. Ms. Timmons added that the fourth installment of real estate taxes had been received and the Park District is going to reapply for the property tax exemption for the Martens Center.

Commissioner McMahon stated that staff should investigate CD options due to inflation induced increases in CD rates.

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

Executive Director's Report

General Announcements

Mr. DeLuce reported Park Board candidate packets for the two available Commissioner seats will be available on September 20, 2022. He congratulated staff for winning two News-Gazette People's Choice Awards in honor of the Virginia Theatre and Sholem Aquatic Center as well as an Illinois Association of Park Districts Best of Best Partnership Award for the Park District's partnership with OSF and Carle at the Martens Center.

Committee and Liaison Reports

Champaign Parks Foundation

Mr. Scheunemann presented the report. He stated that a noteworthy donation had been received for the ballet program and that an application for director had been received and will be presented for the Park Board's consideration at its next Special Meeting.

Report of Officers

Attorney's Report

Attorney Hall reported that his office had been engaged in several Park District projects including determining the amount of title insurance for HK park, preparing the Town Center Park petition, circumstances surrounding an easement request at the Parker Glen development, policy revisions, and the Don Moyer Boys and Girls Club matter.

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, August 10, 2022
2. Approval of Executive Session "A" Minutes, August 10, 2022
3. Approval of Executive Session "B" Minutes, August 10, 2022
4. Approval of Minutes of the Special Board Meeting, August 24, 2022
5. Approval of Executive Session Minutes, August 24, 2022
6. Approval of Updates to Board Policy Manual
 - a. Acceptance of Donations, Gifts, Devises, and Bequests Policy
 - b. Communicable Disease Policy
 - c. Drug Free Workplace Policy
7. Approval of Updates to the Safety Manual
8. Approval of Updates to the Crisis Communication Plan

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

New Business

1. Approval of Disbursements

Staff recommended approval of the list of disbursements for the period beginning August 10, 2022 and ending September 13, 2022.

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

2. Approval of a Resolution Initiating the 2022 General Obligation Bond Issue

Mr. DeLuce presented the report. He stated that staff recommended the approval of a resolution stating the Park District's need and intent to issue \$1,255,000 of General Obligation Bonds for FYE2023.

Commissioner Solon made a motion to approve a resolution stating the Park District's need and intent to issue \$1,255,000 of General Obligation Bonds for FYE2023. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner Kuhl – yes; President Hays – yes; Commissioner McMahon; and President Miller – yes. The motion passed 5-0.

3. Approval of a Resolution Setting a Public Hearing on Proposed Bond Issue

Commissioner Solon made a motion to approve a resolution to set a Public Hearing for Wednesday, October 12, 2022 at 7:00 p.m. at the Bresnan Meeting Center, which can be heard and participated in live by the public utilizing Zoom call in information that will be posted on the Champaign Park District's website, to discuss the issuance of \$1,255,000 of General Obligation Bonds. Vice President Hays seconded the motion. 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.

4. Approval of Acceptance of Interim GASB 75 Actuarial Valuation Report for FYE2022 Ending April 30, 2022

Mr. DeLuce recommends the Board table accepting the FYE2022 GASB 75 Actuarial Valuation report due to Ms. Wallace's excused absence with prior notice duly given.

Commissioner Kuhl requested more information about the increase in employer contribution.

Vice President Hays made a motion to table approval of accepting the FYE2022 GASB 75 Actuarial Valuation report. The motion was seconded by Commissioner McMahon. 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.

5. Approval of an Agreement with Champaign Unit 4 School District for use of Various Facilities

Mr. Scheunemann presented the report. Several Park District facilities have served as an emergency evacuation options for various Unit 4 schools since 2016. Mr. Scheunemann noted that Unit 4 requested renewal of its intergovernmental agreement with the Park District for three additional years.

Discussion and clarification ensued regarding Park District building capacity and utilizing Champaign-Urbana Special Recreation Center as an additional option should the need arise to evacuate students.

Commissioner Kuhl made a motion to approve an intergovernmental agreement with Champaign Unit #4 School District to provide access to certain facilities during times of crisis and authorize the Executive Director to execute the agreement for a three-year term. 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 Kuhl – yes; and Commissioner Solon – yes. The motion passed 5-0.

6. Approval of Bid for Janitorial Services at the Virginia Theatre

Mr. Bentz reported that the Park District bid the Virginia Theatre's janitorial services on August 25, 2022. The Park District received one bid from RamClean 2 Cleaning Services. Mr. Bentz added that RamClean 2 has provided janitorial services at the Virginia Theatre after ServiceMaster terminated its agreement with the Park District, effective July 20, 2022.

Discussion and clarifications ensued. The commissioners requested more information about the official name of the service provider, price increases, and benefits of working with the new service provider.

Vice President Hays made a motion to authorize the Executive Director to execute an agreement with the low, responsible bidder, RamClean 2 Cleaning Services, Champaign, to provide janitorial services at the Virginia Theater for one (1) year term with the option to renew for one (1) additional year. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner Solon - yes; Commissioner McMahon – yes; President Miller – yes; and President Hays – yes. The motion passed 5-0.

Old Business

1. Approval of Adoption of Ordinance No. 661: Annexing Territory

Mr. Weiss presented the report. Staff requested more information from the City of Champaign regarding the annexation of University of Illinois property. City engineering staff responded that the property in question had never been recorded due to a scrivener's error.

Commissioner Kuhl made a motion to approve Ordinance No. 661, Annexing Territory Pursuant to Petition (3602 W. Curtis Road, Champaign, Illinois, 407 Wallace Avenue, Champaign, Illinois, and a Portion of 401 Gerty Drive and a portion of 200 St. Mary's Road, Champaign, Illinois). The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: President Miller – yes; Commissioner McMahon – yes; Vice President Hays – yes; Commissioner Kuhl – yes; and Commissioner Solon - no. The motion passed 4-1.

2. Approval of Recreational Trail Easement for Parker Glen Trail

Mr. DeLuce presented the report. He noted that City staff and the property owner had previously presented to the Board about the prospective trail development. Mr. DeLuce stated that the Park District expects to receive \$40,000 per year in property taxes from the development and that project would add 800 feet of trail to the Park District's system. Staff estimated potential maintenance expenses will average \$1000 to \$2000 per year. Mr. DeLuce noted that this trail segment was included in the 2011 City and Park District joint trail plan. If the Park District does not accept the trail, the City may not require paths in future developments.

Discussion and clarifications ensued regarding the City updates to zoning, the need for a new joint trail plan, and what is requested of the Park District trail title dedication to the Park District or the Park District acceptance of an easement.

Commissioner Hays made a motion to table approval of a recreational trail easement for Parker Glen Trail. The motion was seconded by Commissioner Solon. 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.

3. Approval of Amending Motion and Ratifying Agreement with Don Moyer Boys and Girls Club at the Martens Center. (Roll Call Vote)

Commissioner Hays made a motion to table approval of a proposed agreement with Don Moyer Boys and Girls Club. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as

follows: Vice President Hays – yes; Commissioner McMahon – yes; President Miller – yes; Commissioner Solon – yes; and Commissioner Kuhl – yes. The motion passed 5-0.

Discussion

1. FY23 Operating Budget – Marketing and Development

Ms. Norton presented a summary report of the marketing and development department's activities, statistics, contracted services, and budget process.

Discussion and clarification ensued about each's department's additional marketing budgets and application of those resources, cost savings from digitizing the program guide, quantifying return on investment, translation services, and outreach to residents who speak English as a second language.

Comments from Commissioners

Commissioner McMahon requested staff reach out to the City and Veo Bikes to request geofencing for Park District property.

Commissioner Hays commented that he has been visiting Park District parks and trails and shared his concerns and compliments with staff.

President Miller complimented the Virginia Theatre staff about a performance he had recently attended.

Executive Session

Commissioner Kuhl moved pursuant to the bases set forth below to convene into Executive Session.

The motion was seconded by Vice President Hays. 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. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(1) The appointment, employment, compensation, performance, discipline, or dismissal of specific employees of the public body; (c)(5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired; and (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, 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; Commissioner Kuhl – yes; Vice President Hays – yes; Commissioner McMahon – yes; and Commissioner Solon – yes. The motion passed 5-0 and the meeting was adjourned at 8:28 p.m.

Approved

Kevin J. Miller, President

Jarrod Scheunemann, Secretary

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE SPECIAL BOARD MEETING
BOARD OF PARK COMMISSIONERS
September 28, 2022**

The Champaign Park District Board of Commissioners held a Special Board Meeting on Wednesday, September 28, 2022 at 5:30 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 Special 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=b1VFTkVyKzVOcHk4bkhOS3hFK3N3dz09> 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, September 28, 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, Vice President Craig W. Hays, Commissioners Barbara J. Kuhl, Jane L. Solon, and Timothy P. McMahon, 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, Andrew Weiss, Director of Planning, Dan Olson, Director of Operations, Heather Miller, Director of Human Resources, and Steven Bentz, Director of the Virginia Theatre.

Toni Delporte, Kathy Shannon, Jean Flood from the League of Women's Voters, and Chuck Balling from GovHR USA also electronically attended the meeting.

Call to Order

President Miller called the meeting to order at 5:30 p.m.

Comments from the Public

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.

Approval of Minutes of the Special Board Meeting, August 10, 2022

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

New Business

1. Approval of a Resolution Appointing Tina Davis to the Board of Directors of the Champaign Parks Foundation for the Remainder of a for the remainder of a three-year term expiring May 2025.

Vice President Hays made a motion to approve appointing Tina Davis to the Champaign Parks Foundation Board of Directors, for the remainder of a two-year term expiring May 2025. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: President Miller – yes; Commissioner Kuhl – yes; Vice President Hays – yes; Commissioner Solon – yes; and Commissioner McMahon – yes. The motion passed 5-0.

2. Approval of Temporary Construction Easement for Ameren Illinois at Garden Hills Park

Mr. Weiss reported that Ameren Illinois has requested an easement at Garden Hills Park to stage and assemble gas piping that will be installed underneath the adjacent I-74 right of way.

Discussion and clarifications ensued about protective measures for the park's trees and ensuring the trees are replaced if damaged, the project's timeline, insurance and indemnification, providing notification to the residents and school, and Ameren's coverage of the Park District's legal fees to prepare the easement.

Commissioner Solon made a motion to approve a temporary easement for Ameren Illinois at Garden Hills Park pending review by the Park District's legal counsel. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner Kuhl – yes; President Hays – yes; Commissioner McMahon; and President Miller – yes. The motion passed 5-0.

Old Business

1. Approval of Acceptance of Interim GASB 75 Actuarial Valuation Report for FYE2022 Ending April 30, 2022

The report was presented by Ms. Wallace. She stated that this report is a second-year update. Notable items included an increase in the discount rate due to the increased number of retirees, a decrease in liability by \$65,000, and an increase to the annual contribution.

Commissioner Solon made a motion to approve accepting the interim GASB 75 actuarial valuation report for FYE2022 ending April 30, 2022. 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.

Discussion

1. FY23 Operating Budget – Virginia Theatre

Mr. Bentz reported that the Virginia Theatre is open for a variety of performances and films for over 200 evenings every year with an annual attendance between 35,000 and 65,000 patrons. The Virginia Theatre primarily serves rentals and has variable revenue. The Theatre services are backed by a strong core of volunteers (150), full time staff (5), part-time staff (7), and union stagehands (45 members). Local programming includes dance, ballet, concerts, spoken word events, and theatre. Mr. Bentz outlined revenue generating opportunities, facility expenses, the budget process, and recent opportunities and challenges (i.e., increasing artist and film expenses, increases to wages, maintenance, and supplies, and increased supply in light of suppressed demand, especially for the age 40 and over target market). Recently, the Board and staff have enacted new strategies to grow revenue by increasing rental and concession fees and accepting more full rental agreements.

Discussion and clarifications ensued regarding various financial considerations and programming philosophies.

Commissioner McMahon requested copies of the budget and financials for the past five years to evaluate and compare strategies, expenses, and the funding model.

2. Rules and Regulations Ordinance – Compiled Public Comments

Mr. Olson categorized and shared ten (10) public comments that were received regarding the Rules and Regulations Ordinance draft. Mr. Olson noted that the Board would receive a clean copy of any requested edit to discuss at the October 12, 2022 Regular Board Meeting and a final draft presented for approval at the November 9, 2022 Regular Board Meeting.

Discussion and clarifications ensued to address a number of terms, including park hours and audit of park signage to match open hours, noise regulations, prohibition of wheeled conveyance in posted locations (if necessary), bicycle speed restrictions, geofencing rented electric bikes and scooters, and the location of Park District paths with widths less than four (4) feet.

Commissioner McMahon departed the meeting at 6:35 p.m.

President Miller thanked Mr. Olson for collecting public comment and requested a new draft of the ordinance with edit format updates.

Commissioner Kuhl commended Mr. Olson for his efforts in the process to revise the ordinance.

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 Vice President Hays. 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 4-0.

The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(1) The appointment, employment, compensation, performance, discipline, or dismissal of specific employees of the public body; and (c)(6) The setting of a price for sale or lease of property owned by the public body.

Commissioner McMahon returned to the meeting at 6:50 p.m.

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 McMahon. Upon roll call, the vote was as follows: President Miller – yes; Vice President Hays – yes; Commissioner McMahon – yes; and Commissioner Solon – yes; and Commissioner Kuhl - yes. The motion passed 5-0 and the meeting was adjourned at 7:53 p.m.

Approved

Kevin J. Miller, President

Jarrod Scheunemann, Secretary

AFFP
PO P22-15968

Affidavit of Publication

STATE OF ILLINOIS }
COUNTY OF CHAMPAIGN } SS

Paul Barrett, being duly sworn, says:

That he is Publisher of the News-Gazette, a daily newspaper of general circulation, printed and published in Champaign, Champaign County, Illinois; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 02, 2022


NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF THE BOARD OF PARK COMMISSIONERS OF THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS TO SELL GENERAL OBLIGATION LIMITED TAX PARK BONDS

Public notice is hereby given that the Champaign Park District, Champaign County, Illinois (the "District"), will hold a public hearing on October 12, 2022, at 7:00 p.m. The hearing will be held at the Bresnan Meeting Center, 706 Kenwood Road, in Champaign, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell general obligation limited tax park bonds of the District in the amount not to exceed \$1,255,000 for the purpose of providing funds to pay for the building, maintaining, improving and protecting the parks and boulevards of the District, and for certain debt service on alternate bonds issued for such purpose and for the payment of expenses incident thereto.

By order of the President of the Board of Park Commissioners of the Champaign Park District, Champaign County, Illinois.

Dated the 14th day of September 2022.

/s/ Jarrod Scheunemann
Secretary, Board of Park Commissioners of the Champaign Park District,
Champaign County, Illinois



, Authorized Agent, Champaign County, Illinois

99226021 00963691 355-8421

CHAMPAIGN PARK DISTRICT
706 KENWOOD ROAD
CHAMPAIGN, IL 61821



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 5, 2022

SUBJECT: Authorization to Solicit Bids for the 2022 General Obligation Bond Issue

Background

Each year, the Board approves authorizing the Treasurer and Director of Finance to solicit bids for the issuance of bonds. This year, the amount of bonds will be \$1,255,000. The general purpose of these bonds is to provide funds to pay for the building, maintaining, improving and protecting of Park District parks and boulevards and the payment of expenditures incident thereto. Specifically, a portion of the funds will be used to pay for the principal and interest of the Alternative Revenue Bond issue.

Prior Board Action

At the September 14, 2022 Board meeting, the Board set the date for the public hearing as October 12, 2022 related to this bond issue.

Budget Impact

None related to solicitation of bids other than the public notice, which is approximately \$80, and has been included in the FYE2023 budget.

Recommended Action

Staff recommends Board approval authorizing the Treasurer and Director of Finance to solicit bids for the issuance of \$1,255,000 in General Obligation Bonds.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: October 12, 2022
SUBJECT: Rules and Regulations Ordinance Number 662

Background

In August of 2021, staff formed a committee to update the Rules and Regulations ordinance that was last updated in 2017. The committee reviewed eight other park district ordinances from around the state and changes were made. At that time, staff also consulted the Park District's insuring agency, PDRMA, and it stated that it did not review or have examples of Rules and Regulations. In November 2021, all CPD staff members and legal counsel were able to review and make comments. In May of 2022, the Board began a monthly review and further changes were made. Once changes were agreed upon, an editorial committee reviewed the document. A public comment period was opened in mid-September and the Board reviewed those comments.

Although the Rules and Regulations Ordinance was approved on a regular basis between 2008 and 2017, very few changes were made during that time. Therefore, the vast majority of the changes to the Ordinance were additive in nature. Very little was removed from the document.

Prior Board Action

April 27, 2022 – Board was presented the timeline, memo, original Rules and Regulations Ordinance, and a new draft of the Rules and Regulations ordinance with staff revisions in edit format. The Board tabled discussion of the Rules and Regulations until a later date.

June 8, 2022 – Preliminary discussion about the Rules and Regulations review process and procedures as well as questions and considerations for the document.

June to Aug. 2022 – Commissioners review of Rules and Regulations Ordinance.

September 28, 2022 – Board discussion and consensus about direction related to public comments that had been received.

Recommended Action

The Board of Commissioners is requested to approve ordinance number 662, *An Ordinance Regulating the Use of Parks, Properties and Facilities Owned or Controlled by the Champaign Park District.*

Prepared by:

Daniel Olson
Director of Operations

Reviewed by:

Joe DeLuce
Executive Director

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



**CHAMPAIGN PARK DISTRICT
ORDINANCE NO. 662**

**AN ORDINANCE REGULATING THE USE OF PARKS,
PROPERTIES AND FACILITIES OWNED OR CONTROLLED
BY THE CHAMPAIGN 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, effective 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 governance, protection and preservation of the property, facilities and resources of the parks; and

WHEREAS, the Park Board of Commissioners has determined that it has become necessary and desirable to update the prior Ordinance 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 and the most recent adoption was Ordinance 618 on December 14, 2016. The eleven updated adoptions between those two dates, 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 Parks, Properties and Facilities 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, Properties and Facilities 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 _____.

President

ATTEST

Secretary

EXHIBIT "A"

TABLE OF CONTENTS

CHAPTER 1 – DEFINITIONS

Section 1 – Authority.....6
Section 2 – Purpose.....6
Section 3 – Short Title.....6
Section 4 – Definitions6
Section 5 – Construction of Document.....9
Section 6 – Scope.....10

CHAPTER 2 – PUBLIC USE

Section 1 – Public Use.....11
Section 2 – Hours of Use11
Section 3 – Outdoor Permits11
Section 4 – Lost, Found, and Abandoned Property.....15

CHAPTER 3 – PROTECTION OF PROPERTY AND NATURAL RESOURCES

Section 1 – Destruction or Misuse of Property and Structures16
Section 2 – Destruction or Misuse of Natural Resources17
Section 3 – Contraband18
Section 4 – Misuse of Fire.....18

CHAPTER 4 – REGULATION OF RECREATIONAL ACTIVITIES

Section 1 – Swimming20
Section 2 – Bicycling, Skateboarding and Skating20
Section 3 – Watercraft21
Section 4 – Sound or Energy Amplification21
Section 5 – Winter Sports21
Section 6 – Field and Team Sports and Games.....21
Section 7 – Golf22
Section 8 – Games22
Section 9 – Amusement Devices22
Section 10 – Aviation22
Section 11 – Gambling.....22
Section 12 – Camping.....22
Section 13 – Metal Detectors23
Section 14 – Fuel-Powered or Radio-Controlled Models or Toys23
Section 15 – Horseback Riding and Horse-Drawn Implements23

CHAPTER 5 – REGULATION OF VEHICLES, TRAFFIC AND PARKING

Section 1 – Authority.....24
Section 2 – Vehicle Types and Operation24
Section 3 – Right-of-Way24
Section 4 – Parking.....25
Section 5 – Speed Limit25

Section 6 – Signs	26
Section 7 – Negligent or Careless Driving	26
Section 8 – Overweight Vehicle	26
Section 9 – Improper Vehicle Operation.....	26
Section 10 – Driving While Under the Influence on Intoxicating Liquor or Drugs	26
CHAPTER 6 – REGULATION OF PERSONAL CONDUCT AND BEHAVIOR	
Section 1 – Vending and Advertising	27
Section 2 – Unlawful Obstructions and Encroachments	27
Section 3 – Unlawful Construction or Maintenance	28
Section 4 – Controlled Substance Use.....	28
Section 5 – Weapons and Harmful Substance	29
Section 6 – Hindering or Bribing Employees	29
Section 7 – Begging and Panhandling	29
Section 8 – Disorderly Conduct.....	30
Section 9 – Public Indecency	30
Section 10 – Cell Phones and other Recording and Duplicating Devices	31
Section 11 – Obscene Books, Posters and Pamphlets	31
Section 12 – Clothing	31
Section 13 – Control and Treatment of Animals	31
Section 14 – Honoring Permits	32
Section 15 – Pyrotechnics.....	32
Section 16 – Smoking in Park District Buildings	32
Section 17 – Lurk or Lie in Wait	32
Section 18 – Loitering	32
Section 19 – Littering, Dumping, and Polluting.....	33
CHAPTER 7 – ENFORCEMENT	
Section 1 – Officers.....	34
Section 2 – Two Penalties, One Judgement	34
Section 3 – Fines and Penalties.....	34
Section 4 – Rules and Regulations	35
Section 5 – Authority of Other Agencies.....	35
Section 6 – Permits and Designated Areas – Authority	35
Section 7 – Civil Suits	35
Section 8 – United States, State and Local Laws	35
CHAPTER 8 – MISCELLANEOUS	
Section 1 – Repeal	36
Section 2 – Enactment.....	36
Section 3 – Captions and Headings	36
Section 4 – Severability	36
Section 5 – Inspection of Rules, Regulations, Designations and Schedules of Fees	36
Section 6 – No Duty Created	36
CHAPTER 9 – AMENDMENTS	

CHAPTER 1 – DEFINITIONS

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 District Code of Illinois. The Park District is governed by an elected, five-member Board of Commissioners.

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 Park 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 accomplish this function, as well as to regulate the use of, and protect the parks and properties maintained by the Park District in order to provide for the safety and enjoyment of park, facility, trail and program users.

Section 3 – Short Title

The ordinance regulating the use of the parks and 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 "User Policies for Parks, Properties and Facilities of the Champaign Park District."

Section 4 – Definitions

For the purpose of the definitions within 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 or feminine gender shall be gender neutral. The word "shall" is always mandatory and not merely directory.

- A. "Alcoholic Liquor" and "Alcohol" 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.
- ~~B.C.~~ "Astronomical Dawn" or "Dawn" will be when the sun's position is 18 degrees below the horizon in the morning.
- ~~C.D.~~ "Astronomical Dusk" or "Dusk" will be when the Sun's position is 18 degrees below the horizon in the evening.
- ~~D.E.~~ "Area(s)" means a specified place within a park, facility or program.

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Ordinance Regulating the Use of Parks, Facilities and Properties Owned or Controlled by the Champaign Park District

- E-F. "Authorized Agent" or "Authorized Personnel" is any person or group granted authority by the Champaign Park Board and/or Executive Director.
- F-G. "Bicycle" is every device propelled by human power upon which any person may ride, having two, three or four wheels, except scooters and similar devices. Low-speed electric bicycles equipped with fully operational pedals and an electric motor of less than 750 watts (1 horsepower) whose maximum speed when powered solely by such a motor is less than 20 mph shall be considered a bicycle and all regulations as such shall apply.
- G-H. "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.
- H-I. "City" is the City of Champaign, Illinois.
- I-J. "Controlled Substance" is defined as provided in the Illinois Controlled Substances Act (720 ILCS 570/102) and as amended thereafter.
- J-K. "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, wetlands and drainage ways.
- K-L. "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's health, safety, and welfare.
- L-M. "Employee" shall mean any employee on the payroll of the Champaign Park District, employed to perform special duties and tasks as described by the Park District Personnel Policy, job descriptions and the Park Board.
- M-N. "Exclusion of others" shall mean a use or behavior that disrupts or prevents lawful general use or permitted use by others in a particular area or structure within a park or facility.
- N-O. "Executive Director" is the person appointed and designated by the Park Board to administer the policies established by the Park Board.
- O-P. "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.
- Q. "Minibike", "Motorized Scooter", "Motorcycle" and "Trailbike" is any motor vehicle which is self-propelled by power obtained by the combustion of gasoline or other combustible

fuel, 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.

P-R. “Motor Vehicle” – A device of human conveyance that is powered by an internal combustion engine.

Q-S. “Motorized Quadricycle” is a four-wheeled, two axel vehicle that is self-propelled by power obtained by the combustion of gasoline or other combustible fuel.

R-T. “Neighborhood Electric Vehicle (NEV)” are vehicles that fall in the United States Department of Transportation classification of battery powered, low-speed transportation that have a top speed of twenty-five miles an hour and a maximum loaded weight of 3,000 pounds.

S-U. “Park” is any park or property owned, leased or controlled by the Champaign Park District, such as play field, playground, body of water or any other area or facility in the Park District devoted to active or passive recreation.

T-V. “Park Board” is the Board of Commissioners of the Champaign Park District by which all policy matters are established pertaining to the Park District.

U-W. “Park District” is the Champaign Park District of Champaign County, Illinois including its parks, properties, leased areas, facilities, buildings, Park Board, employees, volunteers and agents.

V-X. “Park Security” are the paid or volunteer individuals providing regulatory enforcement for the Champaign Park District.

W-Y. “Person(s)” shall mean any natural person, firm, partnership, association, corporation, governmental unit, company, entity or any organization of any kind.

X-Z. “Police Officer” or “Law Enforcement Officer” is any individual trained in the methods of law enforcement and authorized to maintain peace, safety, and order.

Y-AA. “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.

Z-BB. “Property” includes any owned, leased or borrowed, lands, waters, buildings, equipment, facilities, amenities or possessions of the Champaign Park District.

AA-CC. “Smoking” is the lighting of cigarettes, cigars, pipes or other tobacco products or plant-based product, the use of vaping devices or electronic cigarettes, the carrying of

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lighted cigarettes, cigars or pipes, or the intentional and direct inhalation or exhalation of smoke from these objects.

~~BB-DD~~. “Snow Mobile” is any motor-propelled vehicle designated for travel on snow or ice in a natural terrain, steered by wheels, skis or runners.

~~CC-EE~~. “Overnight” means the time when the park or facility is officially closed until it opens the following day.

~~DD-FF~~. “Parking Area” 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.

~~EE-GG~~. “Permit” means the written permission of the Park District that must be obtained and possessed to engage in a specific activity.

~~FF-HH~~. “Plant” includes any living or dead tree, shrub, herb, grass, fern, wildflower, moss, domesticated flower or similar vegetation.

~~GG-II~~. “Posted” means any notice which is permanently or temporarily displayed whether through 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.

~~HH-JJ~~. “Property” wherever used means any lands, waters, facilities or possessions of the Park District, whether in fee, as a leasehold or by management agreement.

~~II-KK~~. “Vehicle” or “Motorized 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.

~~JJ-LL~~. “Watercraft” or “Vessel” means any device or conveyance utilized on water whether propelled by motor, engine, wind or human power. The terms include, but are not limited to, any boat, canoe, kayak, innertube, paddle board or raft.

~~KK-MM~~. “Waters” or “Waterway” means the lakes, ponds, sloughs, streams, lagoons, wetlands, marshes, or rivers within the jurisdiction of the Park District.

~~LL-NN~~. “Wildlife” includes any waterfowl, insect, mammal, amphibian, reptile, fish, bird or the young or eggs thereof and similar organisms.

Section 5 – Construction of Document

In the interpretation of this Ordinance, its provisions shall be construed as follows:

- A. Where the context permits, words in the masculine or feminine gender shall be gender neutral; words used in the present tense include the future; and words in the singular number shall include the plural number.

Ordinance Regulating the Use of Parks, Facilities and Properties Owned or Controlled by the Champaign Park District

- B. The word "shall" is always mandatory and not merely directory.
- C. The word "may" is always permissive and upon the discretion of the Park District.
- D. This Ordinance is in addition to and supplemental to all applicable state, federal, local, and Park District laws, ordinances, rules, and regulations including without limitation the Park District Code (70 ILCS 1205/1-1 et seq.).
- 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 Park District laws, ordinances, rules, or regulations.
- F. The meaning of any term, phrase, or word not otherwise defined in this Ordinance or in such applicable federal, state, local, or Park District laws, ordinances, rules, or regulations shall retain its ordinary and properly understood meaning.
- 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.
- 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.

Section 6 – Scope

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.

CHAPTER 2 – PUBLIC USE

Section 1 – Public Use

No Person shall use any Park District Property for an event or activity that is not conducted or sponsored by the Park District unless a Permit has first been obtained from the Park District in accordance with this Ordinance and/or a license agreement had been executed with the Park District. All Persons using Park 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 Park District or any other agency that has regulatory authority over the Park District regarding the use of Park District Property. All permits have timelines and deadlines.

Section 2 – Hours of Use

- A. All Parks of the Park District shall be closed to the public 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.
- B. All Facilities of the Park District shall be opened to the public as posted. Facility opening times may vary depending on use and season.
- C. All persons, except employees of the Park District whose duties require their presence, shall not remain in a park or facility when it is not open to the public, without a permit from the Park District.
- D. The Executive Director or their designee may close Park 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 Park 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
 - a. Basic picnic permits are composed and issued when at least twenty-five (25) persons but no more than one-hundred (100) persons are gathered within a 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 for Open Spaces, Pavilions and Shelters.
 - 2. Park Use Permits
 - a. Park Use permits are issued for small and large events in Champaign Park District parks that 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 municipalities, 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.

3. Wedding Permits / Receptions
 - a. Wedding permits are issued to any ceremony, reception, or gathering. All wedding permits are restricted to Park District 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.
 - b. Weddings, receptions, or gatherings may include the use of photography and filming without requiring an extra photography and videography permit.
 4. Research Permits
 - a. All researchers conducting investigations on Park District property are required to obtain a Research permit to gain access to Park District parks before beginning any project. These research investigations, by nature, are to be completely noninvasive to the Park District 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.
- B. Special Use Items
1. Trash
 - a. The Park District may require the applicant to furnish additional sanitary fees dependent upon size and location of the event or rental.
 2. Electric/Water
 - a. 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.
 3. Inflatable Amusement Devices
 - a. Additional fees shall be charged for inflatable amusement devices that are placed within designated parks. This fee includes the electric usage.
 4. Tents
 - a. Additional fees shall be required for any tents that are staked into the ground.
 5. Vendors
 - a. If any applicant is requesting to sell food, non-alcoholic beverages, or any other items 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 the vendor is requesting to sell or distribute alcoholic beverages, there is no guarantee that permission will be granted and vendors shall be required to obtain additional permitting and additional insurance coverage. If a vendor intends to earn a profit at the event, an additional fee may be required.
 6. Food Trucks

a. If any applicant requests a food truck, a Certificate of Insurance is required that lists the "Champaign Park District and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers" 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.

7. Porta-Potties

a. 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.

8. Firepit Usage

a. Firepit usage is restricted to Kaufmann Lake in the designated areas.

9. Picnic Tables

a. Picnic tables are available for rentals with additional associated fees.

10. Grills

a. Personal grills may not be brought into parks without permission and may have additional associated fees.

C. Additional Requirements

Additional requirements for issuance of the permit may include, but are not limited to:

1. Requiring the applicant to provide a refundable deposit or security deposit for the repair of any damage to Park District property, clean-up costs, or both.
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 and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers as additionally insured, and adhering to the Park District's risk management rules and regulations for safe operation.
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 officers 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 requesting 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.

D. Terms for Acquiring Permits

1. Standards for Issuance: The Park District or its authorized agent shall issue a permit hereunder when it finds:
 - 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 or Park Security 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: Permits will only be issued after all necessary paperwork is submitted, including but not limited to: Certificates of Insurance, Food Permits, and City Property Permits. 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.

Section 4 – Lost, Found and Abandoned Property

- A. No Person shall abandon any personal property on Park 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 Park 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 Park District with acceptable proof or evidence of ownership and until such Person(s) has reimbursed the Park

Ordinance Regulating the Use of Parks, Facilities and Properties Owned or Controlled by the Champaign Park District

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 Park District Property shall report the discovery to the Park District as soon as is practicable. Whenever a Park District Employee or agent finds lost or unattended property on Park District Property, they shall report the discovery to their supervisor. The Park 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, shall be kept for no more than ninety (90) days. After ninety (90) days, items become the property of the Park District at which time they can be discarded, donated, destroyed, sold, or kept for use by the Park District.

CHAPTER 3 – PROTECTION OF PROPERTY AND NATURAL RESOURCES

Section 1 – Destruction or Misuse of Property and Structures

No person 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 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, carve, mark upon, move to an unsafe location or otherwise damage, destroy or remove any 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 Park 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. Damage or change in any way, or cause to no longer be fully functional any electronic or technological device on Park District property.
- E. Damage or change in any way, or cause to no longer be fully functional, any device, machine, piece of equipment, alarm or structure on Park District property that is owned or operated by an independent contractor, vendor, or volunteer.
- F. 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.
- G. Run or string any public utility into, upon or across a park, whether temporary or permanently without the written permission from the Park District.
- H. 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.
- I. Use 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.
- J. 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.
- K. 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, workshops or stations, or areas undergoing reforestation or other soil or vegetative treatment, or areas, hazardous to the public safety or health.

- L. Tamper with in any manner, enter or climb upon, weaken, destroy, damage, or remove anything from any park vehicle, watercraft, machine or implement.
- M. Misuse any refuse container or receptacle by depositing into it any hot coals or other hot, 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.
- N. Bring into, leave behind or dump any material of any kind, whether waste or otherwise, in the parks, waters, or facilities, except refuse, and other material arising from the normal use and employment of a 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.
- O. Bring into, throw, cast, drop, and deposit or otherwise leave or lay down any smoke bomb, tear gas, incendiary device, firework, offensive smelling or disabling agent or compound on Park District Property.

Section 2 – Destruction or Misuse of Natural Resources

No person 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 tree, or walk or climb upon, any 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, collect, 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. 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.
- 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 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 –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 in designated areas 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.

Ordinance Regulating the Use of Parks, Facilities and Properties Owned or Controlled by the Champaign Park District

- 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.
- E. No Person shall throw or otherwise discard lit or smoldering material in any manner that threatens, causes damage to, or results in the burning of Park District Property or park resources, or creates a safety hazard.

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

In general, bicycle riders shall obey the most recent Illinois Secretary of State Bicycle Rules of the Road publication while riding on Park District properties.

Additionally, no person shall upon or in connection with any property of the Park District:

- A. Ride a bicycle on any path, trail, roadway, or other area or access that is designated and posted as prohibiting bicycles; or that is less than four feet in width.
- B. Fail to ride a bicycle as closely as practicable to the right-hand side of any road, trail or path, as conditions shall permit.
- C. Ride a bicycle on any path or trail more than two abreast, or on any roadway or road used by the public for regular motor vehicle access in any other manner than single file, or yield to all other trail users.
- D. Disobey any posted regulations, including but not limited to those which limit speed, or restrict access or movement.
- E. Operate any bicycle upon any road, path, drive, or parking area in any manner which endangers the safety of persons or property, or at a speed which is greater than is reasonable and proper for the safe operation of the bicycle, regarding traffic conditions and special hazards, such as trail crossings, entrances to parking areas, narrow or winding roads or paths, hills, curves, weather, road or path conditions, and pedestrian, or bicycle traffic.
- F. Ride a bicycle during the hours of darkness, without a white light on the front visible from a distance of five hundred feet (500') and a red reflector on the rear, visible in the light of an automobile headlight for a distance of one hundred feet (100') to six hundred feet (600').
- H. Ride with any other person on a bicycle, except for tandem bicycles, ~~and~~ bikes equipped with child seats or trailers, or any cycle design that has ~~which have~~ dedicated seats for each person.

- I. Leave unattended their bicycle, except in a bicycle rack when such is provided and there is space available.
- J. Skateboard, longboard, hoverboard, roller skate or in-line skate in or 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 – Watercraft

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.

Section 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 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 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 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.
- F. Operate a snowmobile.

Section 6 – 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, disc golf, football, cricket, soccer, field hockey, volleyball, lacrosse or horseshoes, except in those areas designated by the Park District, or in such a manner as to interfere with other persons lawfully using said areas.

Section 7 – Golf

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, stones, arrows, javelins, 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, inflatable 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 without proper permitting and approvals from the Park District and other regulatory agencies.

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, sleeping or occupying Park District property, overnight, 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 bring in or use any device or instrument used to detect metallic objects unless written authorization has been granted by the Executive Director or designee.

Section 14 – Fuel-Powered or Radio-Controlled Models or Toys

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

- A. Start, fly or use any fuel-powered, air-propelled or electric-powered model or toy or any radio-controlled model car, aircraft, drone, boat, Unmanned Aircraft System (UAS) 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 Park 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 Park District and its 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.

Section 15 – Horseback Riding and Horse Drawn Implements

No person shall upon or in connection with any property of the Park 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:
 - 1. All horse trailers must be parked in designated areas where available.
 - 2. All horses and implements must remain on the right side of the trail and be in single file when riding in groups.
 - 3. Horses with implements must obey traffic laws and local ordinances.
 - 4. Horses must be kept under control at all times.
 - 5. Racing of horses is prohibited.

CHAPTER 5 – REGULATIONS OF VEHICLES, TRAFFIC AND PARKING

Section 1 – 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 Operation

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

- A. Operate, or cause to be operated, any motor 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 motor 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, neighborhood electric vehicles, go-carts, golf carts, motorized scooters, trail bikes, minibikes, 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 motor vehicle closed in a park as a result of the closing of the park at the proper posted time.
- E. Ride, cling, or attach themselves to any part of any motor vehicle's exterior.
- ~~F.~~ Operate a motor vehicle on any sidewalks, trails, sports courts or fields, natural areas or grass.
- ~~F-G.~~ Operate a motor vehicle on a road, drive, ~~sidewalk, trail~~ or parking area that is posted, gated or barricaded and closed to public traffic.
- ~~G-H.~~ The provisions of this section regulating the movement or parking of motor vehicles on Park 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 Park District Property including without limitation, slowing down as necessary for safety, cautiously proceeding through traffic lights or stop signs and having the vehicle's 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. 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.
- 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.
- F. Double-park any vehicle unless directed by a park official or temporarily for discharging passengers.
- 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 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.
- J. Sell goods or services from such vehicle, unless authorized by the Park District.

Section 5 – Speed Limit

No person shall in connection with any property of the Park District operate a vehicle, bicycle, scooter, skateboard, skates or similar devices on any trail, path, sidewalk, 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. Speed limits may be changed by the Park District to accommodate events, large gatherings, or unsafe 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, contractor, 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 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.

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.

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

No person shall 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 District.
- B. Display, distribute, post or fix any placard, sign, handbill, sticker, decal, pamphlet, circular, or any other written 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. 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.

Section 2 – 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 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.
- 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 Park District Property, unless a Permit, license, or contract therefore has first been obtained from the Park District.
- 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 Park District Property except in areas approved by the Executive Director. All such planting material shall become the property of the Park District.
- F. Move or remove any of the Park District's identification markers that mark the property line of Park District Property.
- 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 designee.
- H. Prior to proceeding with legal action under this section, the Park District shall notify the Person of the encroachment and request removal within ten (10) calendar days.

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 – Controlled Substance Use

No person shall upon or in connection with any property of the Park District possess, give away, sell, serve, dispense or 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 possess, sell, deliver, smoke, inhale, inject, eat, chew, swallow, or otherwise ingest in any manner

whatsoever any narcotic drug, or illegally possessed controlled substance. 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 – 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, air rifle or pistol, paintball gun, revolver, rifle, shotgun, ammunition, bow and arrow, crossbow, slingshot, sword, axe, hatchet, blowgun, 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, 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, tear gas, any disabling chemical agent, 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 sections 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 them from the performance of 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 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 – Begging and Panhandling

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

- A. Panhandle in Park District buildings, facilities or playgrounds or the entrances or stairways of such buildings or facilities.
- B. No Person begging or panhandling on the Park District property shall obstruct or impede pedestrians or vehicles; harass Park District visitors with physical contact or persistent demands; misrepresent their affiliations; misrepresent what the solicited funds will be used for; or interfere, interrupt, or engage in conduct incompatible with the

purpose of any program, rental, activity, function, and/or special event conducted, sponsored, licensed or otherwise permitted by the Park District.

- C. No person shall attempt to coerce or intimidate another person into giving money, goods or services.

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.

Section 10 – 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.

Section 11 – Obscene or Indecent 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 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 12 – 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 13 – Control and Treatment of Animals

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 14 – 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 15 – 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 16 – 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 17 – 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 18 – 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:

- A. Obstruct or hinder the use of a park or facility by other.
- B. 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 19 – Littering, Dumping and Polluting

Ordinance Regulating the Use of Parks, Facilities and Properties Owned or Controlled by the Champaign Park District

Unless a Permit, contract or another type of written authorization has first been approved by the Executive Director or their designee, no person shall:

- 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;
- B. Injurious substances or materials into or near Park District waters, air, or upon the ground or property of any kind in any park so as to pollute the Park 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
- C. Refuse container, picnic table, barricade or any other movable or non-movable property into or upon Park District waters.
- D. Urinate or defecate on Park District property other than in toilets in restroom facilities expressly provided for such purposes.
- E. Bathe or wash oneself or another person or food, clothing, dishes, or other property at water outlets, fixtures or pools on Park District property, except at those areas designated by the Park District for such use.
- F. 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.
- G. Drain sewage or other refuse from a trailer or other vehicle on Park District property; or
- H. Bury the remains of any human or animal on Park District property in accordance with Illinois State statutes.
- I. 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 Park District laws, ordinances, rules, and regulations.

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 – Officers

- A. All sworn officers within their legal jurisdictions 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, ordinances of the City of Champaign or laws 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 prosecuting may elect under which to proceed, but not more than one judgement shall be had against the same person for the same offense.

Section 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 in the amount of not less than Fifty Dollars (\$50.00) but not more than One Thousand Dollars (\$1,000.00), for each offense. The 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 the case of any violations of the provisions hereof, if in the opinion of the 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 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 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 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 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 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 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.

CHAPTER 8 – MISCELLANEOUS

Section 1 – Repeal

All Park District ordinances in full or part, 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 herein 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 Park Board, 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**



**CHAMPAIGN PARK DISTRICT
ORDINANCE NO. 662**

**AN ORDINANCE REGULATING THE USE OF PARKS,
PROPERTIES AND FACILITIES OWNED OR CONTROLLED
BY THE CHAMPAIGN 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, effective 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 governance, protection and preservation of the property, facilities and resources of the parks; and

WHEREAS, the Park Board of Commissioners has determined that it has become necessary and desirable to update the prior Ordinance 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 and the most recent adoption was Ordinance 618 on December 14, 2016. The eleven updated adoptions between those two dates, 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 Parks, Properties and Facilities 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, Properties and Facilities 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 _____.

President

ATTEST

Secretary

EXHIBIT “A”

TABLE OF CONTENTS

CHAPTER 1 – DEFINITIONS

Section 1 – Authority6
Section 2 – Purpose.....6
Section 3 – Short Title.....6
Section 4 – Definitions6
Section 5 – Construction of Document.....9
Section 6 – Scope.....10

CHAPTER 2 – PUBLIC USE

Section 1 – Public Use11
Section 2 – Hours of Use11
Section 3 – Outdoor Permits11
Section 4 – Lost, Found, and Abandoned Property15

CHAPTER 3 – PROTECTION OF PROPERTY AND NATURAL RESOURCES

Section 1 – Destruction or Misuse of Property and Structures16
Section 2 – Destruction or Misuse of Natural Resources17
Section 3 – Contraband18
Section 4 – Misuse of Fire.....18

CHAPTER 4 – REGULATION OF RECREATIONAL ACTIVITIES

Section 1 – Swimming20
Section 2 – Bicycling, Skateboarding and Skating20
Section 3 – Watercraft21
Section 4 – Sound or Energy Amplification21
Section 5 – Winter Sports21
Section 6 – Field and Team Sports and Games.....21
Section 7 – Golf22
Section 8 – Games22
Section 9 – Amusement Devices22
Section 10 – Aviation22
Section 11 – Gambling.....22
Section 12 – Camping.....22
Section 13 – Metal Detectors23
Section 14 – Fuel-Powered or Radio-Controlled Models or Toys23
Section 15 – Horseback Riding and Horse-Drawn Implements23

CHAPTER 5 – REGULATION OF VEHICLES, TRAFFIC AND PARKING

Section 1 – Authority.....24
Section 2 – Vehicle Types and Operation24
Section 3 – Right-of-Way24
Section 4 – Parking.....25
Section 5 – Speed Limit.....25

Section 6 – Signs26
Section 7 – Negligent or Careless Driving26
Section 8 – Overweight Vehicle26
Section 9 – Improper Vehicle Operation.....26
Section 10 – Driving While Under the Influence on Intoxicating Liquor or Drugs26

CHAPTER 6 – REGULATION OF PERSONAL CONDUCT AND BEHAVIOR

Section 1 – Vending and Advertising27
Section 2 – Unlawful Obstructions and Encroachments27
Section 3 – Unlawful Construction or Maintenance28
Section 4 – Controlled Substance Use.....28
Section 5 – Weapons and Harmful Substance29
Section 6 – Hindering or Bribing Employees29
Section 7 – Begging and Panhandling29
Section 8 – Disorderly Conduct.....30
Section 9 – Public Indecency30
Section 10 – Cell Phones and other Recording and Duplicating Devices31
Section 11 – Obscene Books, Posters and Pamphlets31
Section 12 – Clothing31
Section 13 – Control and Treatment of Animals31
Section 14 – Honoring Permits32
Section 15 – Pyrotechnics.....32
Section 16 – Smoking in Park District Buildings32
Section 17 – Lurk or Lie in Wait32
Section 18 – Loitering32
Section 19 – Littering, Dumping, and Polluting.....33

CHAPTER 7 – ENFORCEMENT

Section 1 – Officers.....34
Section 2 – Two Penalties, One Judgement34
Section 3 – Fines and Penalties.....34
Section 4 – Rules and Regulations35
Section 5 – Authority of Other Agencies.....35
Section 6 – Permits and Designated Areas – Authority35
Section 7 – Civil Suits35
Section 8 – United States, State and Local Laws.....35

CHAPTER 8 – MISCELLANEOUS

Section 1 – Repeal36
Section 2 – Enactment.....36
Section 3 – Captions and Headings36
Section 4 – Severability36
Section 5 – Inspection of Rules, Regulations, Designations and
Schedules of Fees36
Section 6 – No Duty Created36

CHAPTER 9 – AMENDMENTS

CHAPTER 1 – DEFINITIONS

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 District Code of Illinois. The Park District is governed by an elected, five-member Board of Commissioners.

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 Park 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 accomplish this function, as well as to regulate the use of, and protect the parks and properties maintained by the Park District in order to provide for the safety and enjoyment of park, facility, trail and program users.

Section 3 – Short Title

The ordinance regulating the use of the parks and 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 “User Policies for Parks, Properties and Facilities of the Champaign Park District.”

Section 4 – Definitions

For the purpose of the definitions within 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 or feminine gender shall be gender neutral. The word “shall” is always mandatory and not merely directory.

- A. “Alcoholic Liquor” and “Alcohol” 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.
- C. “Astronomical Dawn” or “Dawn” will be when the sun’s position is 18 degrees below the horizon in the morning.
- D. “Astronomical Dusk” or “Dusk” will be when the Sun’s position is 18 degrees below the horizon in the evening.
- E. “Area(s)” means a specified place within a park, facility or program.

- F. "Authorized Agent" or "Authorized Personnel" is any person or group granted authority by the Champaign Park Board and/or Executive Director.
- G. "Bicycle" is every device propelled by human power upon which any person may ride, having two, three or four wheels, except scooters and similar devices. Low-speed electric bicycles equipped with fully operational pedals and an electric motor of less than 750 watts (1 horsepower) whose maximum speed when powered solely by such a motor is less than 20 mph shall be considered a bicycle and all regulations as such shall apply.
- H. "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.
- I. "City" is the City of Champaign, Illinois.
- J. "Controlled Substance" is defined as provided in the Illinois Controlled Substances Act (720 ILCS 570/102) and as amended thereafter.
- K. "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, wetlands and drainage ways.
- L. "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's health, safety, and welfare.
- M. "Employee" shall mean any employee on the payroll of the Champaign Park District, employed to perform special duties and tasks as described by the Park District Personnel Policy, job descriptions and the Park Board.
- N. "Exclusion of others" shall mean a use or behavior that disrupts or prevents lawful general use or permitted use by others in a particular area or structure within a park or facility.
- O. "Executive Director" is the person appointed and designated by the Park Board to administer the policies established by the Park Board.
- P. "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.
- Q. "Minibike", "Motorized Scooter", "Motorcycle" and "Trailbike" is any motor vehicle which is self-propelled by power obtained by the combustion of gasoline or other combustible

fuel, 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.

- R. "Motor Vehicle" – A device of human conveyance that is powered by an internal combustion engine.
- S. "Motorized Quadricycle" is a four-wheeled, two axel vehicle that is self-propelled by power obtained by the combustion of gasoline or other combustible fuel.
- T. "Neighborhood Electric Vehicle (NEV)" are vehicles that fall in the United States Department of Transportation classification of battery powered, low-speed transportation that have a top speed of twenty-five miles an hour and a maximum loaded weight of 3,000 pounds.
- U. "Park" is any park or property owned, leased or controlled by the Champaign Park District, such as play field, playground, body of water or any other area or facility in the Park District devoted to active or passive recreation.
- V. "Park Board" is the Board of Commissioners of the Champaign Park District by which all policy matters are established pertaining to the Park District.
- W. "Park District" is the Champaign Park District of Champaign County, Illinois including its parks, properties, leased areas, facilities, buildings, Park Board, employees, volunteers and agents.
- X. "Park Security" are the paid or volunteer individuals providing regulatory enforcement for the Champaign Park District.
- Y. "Person(s)" shall mean any natural person, firm, partnership, association, corporation, governmental unit, company, entity or any organization of any kind.
- Z. "Police Officer" or "Law Enforcement Officer" is any individual trained in the methods of law enforcement and authorized to maintain peace, safety, and order.
- AA. "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.
- BB. "Property" includes any owned, leased or borrowed, lands, waters, buildings, equipment, facilities, amenities or possessions of the Champaign Park District.
- CC. "Smoking" is the lighting of cigarettes, cigars, pipes or other tobacco products or plant-based product, the use of vaping devices or electronic cigarettes, the carrying of lighted

cigarettes, cigars or pipes, or the intentional and direct inhalation or exhalation of smoke from these objects.

- DD. "Snow Mobile" is any motor-propelled vehicle designated for travel on snow or ice in a natural terrain, steered by wheels, skis or runners.
- EE. "Overnight" means the time when the park or facility is officially closed until it opens the following day.
- FF. "Parking Area" 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.
- GG. "Permit" means the written permission of the Park District that must be obtained and possessed to engage in a specific activity.
- HH. "Plant" includes any living or dead tree, shrub, herb, grass, fern, wildflower, moss, domesticated flower or similar vegetation.
- II. "Posted" means any notice which is permanently or temporarily displayed whether through 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.
- JJ. "Property" wherever used means any lands, waters, facilities or possessions of the Park District, whether in fee, as a leasehold or by management agreement.
- KK. "Vehicle" or "Motorized 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.
- LL. "Watercraft" or "Vessel" means any device or conveyance utilized on water whether propelled by motor, engine, wind or human power. The terms include, but are not limited to, any boat, canoe, kayak, innertube, paddle board or raft.
- MM. "Waters" or "Waterway" means the lakes, ponds, sloughs, streams, lagoons, wetlands, marshes, or rivers within the jurisdiction of the Park District.
- NN. "Wildlife" includes any waterfowl, insect, mammal, amphibian, reptile, fish, bird or the young or eggs thereof and similar organisms.

Section 5 – Construction of Document

In the interpretation of this Ordinance, its provisions shall be construed as follows:

- A. Where the context permits, words in the masculine or feminine gender shall be gender neutral; words used in the present tense include the future; and words in the singular number shall include the plural number.

- B. The word "shall" is always mandatory and not merely directory.
- C. The word "may" is always permissive and upon the discretion of the Park District.
- D. This Ordinance is in addition to and supplemental to all applicable state, federal, local, and Park District laws, ordinances, rules, and regulations including without limitation the Park District Code (70 ILCS 1205/1-1 et seq.).
- 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 Park District laws, ordinances, rules, or regulations.
- F. The meaning of any term, phrase, or word not otherwise defined in this Ordinance or in such applicable federal, state, local, or Park District laws, ordinances, rules, or regulations shall retain its ordinary and properly understood meaning.
- 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.
- 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.

Section 6 – Scope

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.

CHAPTER 2 – PUBLIC USE

Section 1 – Public Use

No Person shall use any Park District Property for an event or activity that is not conducted or sponsored by the Park District unless a Permit has first been obtained from the Park District in accordance with this Ordinance and/or a license agreement had been executed with the Park District. All Persons using Park 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 Park District or any other agency that has regulatory authority over the Park District regarding the use of Park District Property. All permits have timelines and deadlines.

Section 2 – Hours of Use

- A. All Parks of the Park District shall be closed to the public 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.
- B. All Facilities of the Park District shall be opened to the public as posted. Facility opening times may vary depending on use and season.
- C. All persons, except employees of the Park District whose duties require their presence, shall not remain in a park or facility when it is not open to the public, without a permit from the Park District.
- D. The Executive Director or their designee may close Park 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 Park 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
 - a. Basic picnic permits are composed and issued when at least twenty-five (25) persons but no more than one-hundred (100) persons are gathered within a 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 for Open Spaces, Pavilions and Shelters.
 - 2. Park Use Permits
 - a. Park Use permits are issued for small and large events in Champaign Park District parks that 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 municipalities, 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.

3. Wedding Permits / Receptions

- a. Wedding permits are issued to any ceremony, reception, or gathering. All wedding permits are restricted to Park District 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.
- b. Weddings, receptions, or gatherings may include the use of photography and filming without requiring an extra photography and videography permit.

4. Research Permits

- a. All researchers conducting investigations on Park District property are required to obtain a Research permit to gain access to Park District parks before beginning any project. These research investigations, by nature, are to be completely noninvasive to the Park District 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.

B. Special Use Items

1. Trash

- a. The Park District may require the applicant to furnish additional sanitary fees dependent upon size and location of the event or rental.

2. Electric/Water

- a. 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.

3. Inflatable Amusement Devices

- a. Additional fees shall be charged for inflatable amusement devices that are placed within designated parks. This fee includes the electric usage.

4. Tents

- a. Additional fees shall be required for any tents that are staked into the ground.

5. Vendors

- a. If any applicant is requesting to sell food, non-alcoholic beverages, or any other items 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 the vendor is requesting to sell or distribute alcoholic beverages, there is no guarantee that permission will be granted and vendors shall be required to obtain additional permitting and additional insurance coverage. If a vendor intends to earn a profit at the event, an additional fee may be required.

6. Food Trucks

- a. If any applicant requests a food truck, a Certificate of Insurance is required that lists the “Champaign Park District and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers” 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.
7. Porta-Potties
 - a. 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.
8. Firepit Usage
 - a. Firepit usage is restricted to Kaufmann Lake in the designated areas.
9. Picnic Tables
 - a. Picnic tables are available for rentals with additional associated fees.
10. Grills
 - a. Personal grills may not be brought into parks without permission and may have additional associated fees.

C. Additional Requirements

Additional requirements for issuance of the permit may include, but are not limited to:

1. Requiring the applicant to provide a refundable deposit or security deposit for the repair of any damage to Park District property, clean-up costs, or both.
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 and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers as additionally insured, and adhering to the Park District's risk management rules and regulations for safe operation.
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 officers 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 requesting 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.

D. Terms for Acquiring Permits

1. Standards for Issuance: The Park District or its authorized agent shall issue a permit hereunder when it finds:
 - 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 or Park Security 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: Permits will only be issued after all necessary paperwork is submitted, including but not limited to: Certificates of Insurance, Food Permits, and City Property Permits. 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.

Section 4 – Lost, Found and Abandoned Property

- A. No Person shall abandon any personal property on Park 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 Park 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 Park District with acceptable proof or evidence of ownership and until such Person(s) has reimbursed the Park

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 Park District Property shall report the discovery to the Park District as soon as is practicable. Whenever a Park District Employee or agent finds lost or unattended property on Park District Property, they shall report the discovery to their supervisor. The Park 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, shall be kept for no more than ninety (90) days. After ninety (90) days, items become the property of the Park District at which time they can be discarded, donated, destroyed, sold, or kept for use by the Park District.

CHAPTER 3 – PROTECTION OF PROPERTY AND NATURAL RESOURCES

Section 1 – Destruction or Misuse of Property and Structures

No person 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 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, carve, mark upon, move to an unsafe location or otherwise damage, destroy or remove any 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 Park 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. Damage or change in any way, or cause to no longer be fully functional any electronic or technological device on Park District property.
- E. Damage or change in any way, or cause to no longer be fully functional, any device, machine, piece of equipment, alarm or structure on Park District property that is owned or operated by an independent contractor, vendor, or volunteer.
- F. 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.
- G. Run or string any public utility into, upon or across a park, whether temporary or permanently without the written permission from the Park District.
- H. 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.
- I. Use 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.
- J. 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.
- K. 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, workshops or stations, or areas undergoing reforestation or other soil or vegetative treatment, or areas, hazardous to the public safety or health.

- L. Tamper with in any manner, enter or climb upon, weaken, destroy, damage, or remove anything from any park vehicle, watercraft, machine or implement.
- M. Misuse any refuse container or receptacle by depositing into it any hot coals or other hot, 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.
- N. Bring into, leave behind or dump any material of any kind, whether waste or otherwise, in the parks, waters, or facilities, except refuse, and other material arising from the normal use and employment of a 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.
- O. Bring into, throw, cast, drop, and deposit or otherwise leave or lay down any smoke bomb, tear gas, incendiary device, firework, offensive smelling or disabling agent or compound on Park District Property.

Section 2 – Destruction or Misuse of Natural Resources

No person 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 tree, or walk or climb upon, any 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, collect, 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. 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.
- 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 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 –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 in designated areas 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.
- E. No Person shall throw or otherwise discard lit or smoldering material in any manner that threatens, causes damage to, or results in the burning of Park District Property or park resources, or creates a safety hazard.

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

In general, bicycle riders shall obey the most recent Illinois Secretary of State Bicycle Rules of the Road publication while riding on Park District properties.

Additionally, no person shall upon or in connection with any property of the Park District:

- A. Ride a bicycle on any path, trail, roadway, or other area or access that is designated and posted as prohibiting bicycles; or that is less than four feet in width.
- B. Fail to ride a bicycle as closely as practicable to the right-hand side of any road, trail or path, as conditions shall permit.
- C. Ride a bicycle on any path or trail more than two abreast, or on any roadway or road used by the public for regular motor vehicle access in any other manner than single file, or yield to all other trail users.
- D. Disobey any posted regulations, including but not limited to those which limit speed, or restrict access or movement.
- E. Operate any bicycle upon any road, path, drive, or parking area in any manner which endangers the safety of persons or property, or at a speed which is greater than is reasonable and proper for the safe operation of the bicycle, regarding traffic conditions and special hazards, such as trail crossings, entrances to parking areas, narrow or winding roads or paths, hills, curves, weather, road or path conditions, and pedestrian, or bicycle traffic.
- F. Ride a bicycle during the hours of darkness, without a white light on the front visible from a distance of five hundred feet (500') and a red reflector on the rear, visible in the light of an automobile headlight for a distance of one hundred feet (100') to six hundred feet (600').
- H. Ride with any other person on a bicycle, except for tandem bicycles, bikes equipped with child seats or trailers, or any cycle design that has dedicated seats for each person.

- I. Leave unattended their bicycle, except in a bicycle rack when such is provided and there is space available.
- J. Skateboard, longboard, hoverboard, roller skate or in-line skate in or 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 – Watercraft

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.

Section 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 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 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 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.
- F. Operate a snowmobile.

Section 6 – 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, disc golf, football, cricket, soccer, field hockey, volleyball, lacrosse or horseshoes, except in those areas designated by the Park District, or in such a manner as to interfere with other persons lawfully using said areas.

Section 7 – Golf

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, stones, arrows, javelins, 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, inflatable 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 without proper permitting and approvals from the Park District and other regulatory agencies.

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, sleeping or occupying Park District property, overnight, 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 bring in or use any device or instrument used to detect metallic objects unless written authorization has been granted by the Executive Director or designee.

Section 14 – Fuel-Powered or Radio-Controlled Models or Toys

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

- A. Start, fly or use any fuel-powered, air-propelled or electric-powered model or toy or any radio-controlled model car, aircraft, drone, boat, Unmanned Aircraft System (UAS) 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 Park 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 Park District and its 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.

Section 15 – Horseback Riding and Horse Drawn Implements

No person shall upon or in connection with any property of the Park 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:
 - 1. All horse trailers must be parked in designated areas where available.
 - 2. All horses and implements must remain on the right side of the trail and be in single file when riding in groups.
 - 3. Horses with implements must obey traffic laws and local ordinances.
 - 4. Horses must be kept under control at all times.
 - 5. Racing of horses is prohibited.

CHAPTER 5 – REGULATIONS OF VEHICLES, TRAFFIC AND PARKING

Section 1 – 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 Operation

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

- A. Operate, or cause to be operated, any motor vehicle anywhere, except on designated roads, drives, and parking areas provided. 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 motor 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, neighborhood electric vehicles, go-carts, golf carts, motorized scooters, trail bikes, minibikes, 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 motor vehicle closed in a park as a result of the closing of the park at the proper posted time.
- E. Ride, cling, or attach themselves to any part of any motor vehicle's exterior.
- F. Operate a motor vehicle on any sidewalks, trails, sports courts or fields, natural areas or grass.
- G. Operate a motor vehicle on a road, drive, or parking area that is posted, gated or barricaded and closed to public traffic.
- H. The provisions of this section regulating the movement or parking of motor vehicles on Park 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 Park District Property including without limitation, slowing down as necessary for safety, cautiously proceeding through traffic lights or stop signs and having the vehicle's warning system signals operating.

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. 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.
- 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.
- F. Double-park any vehicle unless directed by a park official or temporarily for discharging passengers.
- 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 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.
- J. Sell goods or services from such vehicle, unless authorized by the Park District.

Section 5 – Speed Limit

No person shall in connection with any property of the Park District operate a vehicle, bicycle, scooter, skateboard, skates or similar devices on any trail, path, sidewalk, 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. Speed limits may be changed by the Park District to accommodate events, large gatherings, or unsafe 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, contractor, 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 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.

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.

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

No person shall 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 District.
- B. Display, distribute, post or fix any placard, sign, handbill, sticker, decal, pamphlet, circular, or any other written 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. 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.

Section 2 – 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 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.
- 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 Park District Property, unless a Permit, license, or contract therefore has first been obtained from the Park District.
- 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 Park District Property except in areas approved by the Executive Director. All such planting material shall become the property of the Park District.
- F. Move or remove any of the Park District's identification markers that mark the property line of Park District Property.
- 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 designee.
- H. Prior to proceeding with legal action under this section, the Park District shall notify the Person of the encroachment and request removal within ten (10) calendar days.

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 – Controlled Substance Use

No person shall upon or in connection with any property of the Park District possess, give away, sell, serve, dispense or 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 possess, sell, deliver, smoke, inhale, inject, eat, chew, swallow, or otherwise ingest in any manner

whatsoever any narcotic drug, or illegally possessed controlled substance. 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 – 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, air rifle or pistol, paintball gun, revolver, rifle, shotgun, ammunition, bow and arrow, crossbow, slingshot, sword, axe, hatchet, blowgun, 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, 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, tear gas, any disabling chemical agent, 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 sections 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 them from the performance of 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 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 – Begging and Panhandling

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

- A. Panhandle in Park District buildings, facilities or playgrounds or the entrances or stairways of such buildings or facilities.
- B. No Person begging or panhandling on the Park District property shall obstruct or impede pedestrians or vehicles; harass Park District visitors with physical contact or persistent demands; misrepresent their affiliations; misrepresent what the solicited funds will be used for; or interfere, interrupt, or engage in conduct incompatible with the

purpose of any program, rental, activity, function, and/or special event conducted, sponsored, licensed or otherwise permitted by the Park District.

- C. No person shall attempt to coerce or intimidate another person into giving money, goods or services.

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.

Section 10 – 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.

Section 11 – Obscene or Indecent 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 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 12 – 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 13 – Control and Treatment of Animals

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 14 – 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 15 – 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 16 – 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 17 – 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 18 – 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:

- A. Obstruct or hinder the use of a park or facility by other.
- B. 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 19 – 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:

- 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;
- B. Injurious substances or materials into or near Park District waters, air, or upon the ground or property of any kind in any park so as to pollute the Park 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
- C. Refuse container, picnic table, barricade or any other movable or non-movable property into or upon Park District waters.
- D. Urinate or defecate on Park District property other than in toilets in restroom facilities expressly provided for such purposes.
- E. Bathe or wash oneself or another person or food, clothing, dishes, or other property at water outlets, fixtures or pools on Park District property, except at those areas designated by the Park District for such use.
- F. 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.
- G. Drain sewage or other refuse from a trailer or other vehicle on Park District property; or
- H. Bury the remains of any human or animal on Park District property in accordance with Illinois State statutes.
- I. 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 Park District laws, ordinances, rules, and regulations.

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 – Officers

- A. All sworn officers within their legal jurisdictions 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, ordinances of the City of Champaign or laws 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 prosecuting may elect under which to proceed, but not more than one judgement shall be had against the same person for the same offense.

Section 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 in the amount of not less than Fifty Dollars (\$50.00) but not more than One Thousand Dollars (\$1,000.00), for each offense. The 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 the case of any violations of the provisions hereof, if in the opinion of the 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 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 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 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 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 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 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.

CHAPTER 8 – MISCELLANEOUS

Section 1 – Repeal

All Park District ordinances in full or part, 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 herein 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 Park Board, 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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REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 12, 2022

SUBJECT: Skelton Park Project

Background

The project is based on the Farnsworth Group Architect's schematic design options prepared in 2021 and the in-person meeting at Visit Champaign County on June 30, 2022. The proposal below also includes information from the in-person meeting on August 18, 2022 and follow-up discussion on August 26, 2022 with the City of Champaign. Fundraising efforts have been successful so far and organizers hope to transform Skelton Park into a dedicated space honoring African American musicians who resided in the Champaign County region.

Enough funding has been raised to complete the proposed park sculpture, phase 1, and phase 2 – please refer to the attached graphic. Phase 3 and other areas not highlighted will be designed as part of this project and bid as an alternate in the event adequate funding is obtained ahead of construction. In addition to designing all three design phases, the project will also include design of the sidewalk that extends from the west side of the property to the southeast corner of the property. This sidewalk was originally intended to be part of the Boneyard Creek Improvements slated for 2024, but the park redevelopment has accelerated the need for the sidewalk since it connects phases 1 and 2 to the park amenities around the perimeter of the site. Since the new sidewalk described above crosses the proposed drainage swale that will serve the future First Street realignment project proposed by the City of Champaign, certain aspects of the drainage swale work will also be required to be part of this project. A new drainage structure will be incorporated into the park development design so that when the First Street project is completed, the constructed elements within the park are not disturbed. The project is intended to prepare final construction documents which can be utilized for permitting, bidding, and construction purposes.

Project Limits

The project area includes Skelton Park, specifically the area from Boneyard Creek to 1st Street, and from Washington Street to Hill Street.

The following areas within Skelton Park will be designed as the base improvements for this project:

- The new proposed plaza for a sculpture. The sculpture will be located on a pedestal that will also commemorate local African American musicians.
- The 10' wide multi-use trail.
- Necessary sidewalk connections to the perimeter sidewalks on Washington Street, 1st Street, and Hill Street.
- Lighting of the Preston Jackson Sculpture. Power for lighting will be supplied from the existing street lighting on 1st Street for Phase 1 and 2, controlled by the existing street light controller.

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

- Monument signage commemorating the sponsors of the project near the intersection of First & Washington.

The following areas within Skelton Park will be designed as bid alternate(s) for this project:

- The sidewalk ('Harmony Trail') that runs parallel to Boneyard Creek that will also include an area for brick donors and other miscellaneous music-related amenities.
- Trail path lighting.

The following design features within Skelton Park that are not part of this project and will be designed as a future project include:

- The Boneyard Creek corridor will be shown and accounted for to avoid future creek channel conflicts.
- The future bioswale along the southern edge of the park. Pipe culverts for the future bioswale to flow through will be designed beneath the 10' trail and positive drainage will be accounted for along the future bioswale alignment to avoid future disturbance to the path, but no bioswale plantings will be part of this project

"SCOPE OF PROFESSIONAL SERVICES / SCOPE OF WORK

Farnsworth Group's scope of work shall be within the parameters identified within this proposal. Our team will include civil engineers, electrical engineers, structural engineers, landscape architects, and architects. The scope of work includes the services described as follows:

1: Preliminary Final Site Plan Task 1.1 Meet with the African American Heritage Trail Committee to discuss amenities and interactive elements that will be placed along the Harmony Trail corridor. Task 1.2 Utilizing the topographic and boundary survey information that has already been performed, prepare a Preliminary Final Site Plan that includes:

- *10' wide Boneyard Creek multi-use path.*
- *Sidewalk connections to perimeter sidewalks.*
- *Statue 'plaza' layout and suggested materials.*
- *Interactive musical amenities.*
- *Trail light fixtures / sculpture lighting.*
- *Landscaping.*
- *Site amenities (benches, litter receptacles / recycling bins).*
- *Utilities.*
- *Infrastructure for future bioswale.*

NOTE: The limits of all hardscape proposed in Task 1.2 will be with the intent to minimize or mitigate new infrastructure in conflict with future work associated with the Boneyard Creek Improvements.

Task 1.3 Meet with Park District staff to review Preliminary Final Site Plan prior to preparation of final construction documents.

2: Final Construction Documents

Task 2.1 Prepare final construction documents that will include:

- *Demolition Plan.*
- *Grading Plan.*

- *Layout Plan.*
- *Utilities Plan.*
- *Lighting/Electrical Plan.*
- *Landscape Plan.*
- *Details.*
- *Provisions to set up Harmony Trail (Phase 3) work as a bid alternate.*
- *Technical Specifications / Special Provisions.*
- *Opinions of Probable Construction Cost.*

Task 2.2 Submit final construction documents to Champaign Park District for bidding purposes.

3: Bidding Assistance

Task 3.1 Distribute project deliverables to prospective contractors via Farnsworth Group website.

Task 3.2 Attend and conduct pre-bid meeting.

Task 3.3 Answer contractor questions during the bidding stage and issue addenda as required. Task 3.4 Attend bid opening.

Task 3.5 Prepare contract between Champaign Park District and the awarded contractor.

PROFESSIONAL FEES

Farnsworth Group, Inc. proposes to provide the described services for tasks 1-2 on a time and material basis not to exceed as follows:

Civil, LA, Architecture \$42,100

Electrical \$10,800

Total \$52,900

PROJECT TIMELINE

We have assumed a Spring 2023 construction start time. Thus, we propose the general timeline of the project to be as follows:

Tasks 1-2 10.17 – 12.23.2022

Owner Review 12.26 – 01.06.2023

Task 2 Revisions 01.09 – 01.13.2023

Task 3 01.16 – 02.03.2023

Contract 02.06 – 03.03.2023

Pre-Construction Submittals 03.06 – 03.24.2023

Construction Start 03.27.2023

ADDITIONAL SERVICES / The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee: • Any services not listed in the above Scope of Work but requested by the client. • Public input / stakeholder sessions (open houses, design workshops, business owner interviews, neighborhood associations, etc.) We have included meetings with the African American Heritage Trail Committee. • Grant writing assistance. • Construction Administrative services. • Construction staking layout.”

Budget Impact

Visit Champaign County will provide the funding for the architect services within the proposed agreement with the Farnsworth Group.

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

Recommendation

Since the District has an ongoing professional relationship with the Farnsworth Group, staff recommends approval of a professional services agreement with Farnsworth Group totaling \$52,900, which the Park District will be reimbursed by the Visit Champaign County. An agreement is being prepared by the Park District Attorney between the Park District and Visit Champaign County.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Joe DeLuce, CPRP
Executive Director

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «11» day of «October» in the year «2022»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«Champaign Park District »« »
«706 Kenwood Drive »
«Champaign, IL 61821 »
« »

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

«Farnsworth Group, Inc. »« »
«2211 West Bradley Avenue »
«Champaign, IL 61821 »
« »

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

«Skelton Park Development Construction Documents »
« »
«Revitalize Skelton Park and transform it into a dedication to the rich African American musicians in the Champaign County region have been successful. This will include a sculpture in the park with plaza and dedication area, and pathway parallel with the Boneyard Creek that will include musical sculptures and musical instruments. »

The Owner and Architect 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.

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

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TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 SUPPLEMENTAL AND ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Refer to Exhibit A. »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«Refer to Exhibit A. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

«Refer to Exhibit B. »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

«Refer to Exhibit A. »

.2 Construction commencement date:

«Refer to Exhibit A. »

.3 Substantial Completion date or dates:

«Summer 2023. »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«The project will be competitively bid. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«No sustainable objectives are anticipated. »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«Mr. Joe DeLuce »
«706 Kenwood Drive »
«Champaign, IL 61821 »
«(217) 355-5089 »
«joe.deluce@cparkdistrict.com »
« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

«Mrs. Jayne DeLuce
Visit Champaign County
17 E. Taylor
Champaign, IL 61820
(217) 351-4133
jayned@visitchampaigncounty.org- »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«To be determined. »« »
« »

« »
« »
« »

.2 Civil Engineer:

«Civil Engineering provided by Farnsworth Group in-house engineering.»« »
« »
« »
« »
« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

«None.»

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Mr. Scott Burge »
«Farnsworth Group, Inc. »
«2211 West Bradley Avenue »
«Champaign, IL 61821 »
«(217) 352-7408 »
«sburge@f-w.com »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Structural Engineering is not required.»« »
« »
« »
« »
« »

.2 Mechanical Engineer:

«Mechanical Engineering is not required.»« »
« »
« »
« »
« »

.3 Electrical Engineer:

«Electrical Engineering provided by Farnsworth Group in-house engineering.»« »
« »
« »
« »
« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

«None.»

§ 1.1.12 Other Initial Information on which the Agreement is based:

«The project is based on schematic design prepared in 2021 and early 2022 by Farnsworth Group – Refer to Exhibit C.»

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~one million~~ (\$ ~~1,000,000~~) for each occurrence and ~~two million~~ (\$ ~~2,000,000~~) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~one million~~ (\$ ~~1,000,000~~) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ~~«one million»~~ (\$ ~~«1,000,000»~~) each accident, ~~«one million»~~ (\$ ~~«1,000,000»~~) each employee, and ~~«one million»~~ (\$ ~~«1,000,000»~~) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~«two million»~~ (\$ ~~«2,000,000»~~) per claim and ~~«five million»~~ (\$ ~~«5,000,000»~~) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and its commissioners, officers, employees, and representatives as ~~an~~ additional insureds for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance indicating such additional insureds and/or applicable endorsements or riders to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s

Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Not provided.</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not provided.</u>
§ 4.1.1.3 Measured drawings	<u>Not provided.</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not provided.</u>
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not provided.</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not provided.</u>
§ 4.1.1.8 Civil engineering	<u>Provided by Architect.</u>
§ 4.1.1.9 Landscape design	<u>Provided by Architect.</u>

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.10 Architectural interior design	<u>Not provided.</u>
§ 4.1.1.11 Value analysis	<u>Not provided.</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not provided.</u>
§ 4.1.1.13 On-site project representation	<u>Not provided.</u>
§ 4.1.1.14 Conformed documents for construction	<u>Provided by Architect.</u>
§ 4.1.1.15 As-designed record drawings	<u>Provided by Architect.</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not provided.</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not provided.</u>
§ 4.1.1.18 Facility support services	<u>Not provided.</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided.</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Provided by Architect.</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not provided.</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not provided.</u>
§ 4.1.1.23 Commissioning	<u>Not provided.</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided.</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided.</u>
§ 4.1.1.26 Multiple bid packages	<u>Not provided.</u>
§ 4.1.1.27 Historic preservation	<u>Not provided.</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not provided.</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not provided.</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not provided.</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«Refer to Exhibit D – Customized Scope Description for Supplemental Services. »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«None identified. »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in

accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~«One»~~ (~~«1»~~) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~«Three»~~ (~~«3»~~) visits to the site by the Architect during construction
- .3 ~~«One»~~ (~~«1»~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~«One»~~ (~~«1»~~) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~«eighteen»~~ (~~«18»~~) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 ~~Except as provided for in Article 2, T~~he Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~10~~ 14 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. ~~This provision shall survive the termination of this Agreement.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 ~~The If selected as the method of dispute resolution~~ provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules ~~shall may~~ be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«Zero dollars (\$0). »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«Zero dollars (\$0). »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. provided that, in the event Architect becomes aware of hazardous materials or toxic substances, it shall promptly report the same to the Owner.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner ~~shall~~ may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

«Fifty two thousand, nine hundred dollars (\$52,900). »

- .2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Not applicable. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«On a negotiated basis or Time and Material basis in accordance with the 2022 Standard Rate Sheet. Refer to Exhibit E.»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Zero»	percent («0»	%)
Design Development Phase	«Fifteen»	percent («15»	%)
Construction Documents Phase	«Fifty-Five»	percent («55»	%)
Procurement Phase	«Ten»	percent («10»	%)
Construction Phase	«Twenty»	percent («20»	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«Refer to Exhibit E.»

Employee or Category	Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~zero~~ percent (~~0~~%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

~~«On a negotiated basis based on the specific request.»~~

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ~~zero~~ (\$ ~~0~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~zero~~ (\$ ~~0~~) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~sixty~~ (~~60~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~1~~ % ~~one percent.~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

~~None.~~

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 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.)

«AIA Document E203 is not part of this agreement. »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

« »

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- «Exhibit A – Skelton Park Construction Documents Scope of Work
- Exhibit B – Phasing Diagram with Costs
- Exhibit C – Harmony Trails at Skelton Park Vision Book
- Exhibit D – Customized Scope Description for Supplemental Services
- Exhibit E – 2022 Farnsworth Group Standard Rate Sheet »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

«None.–»

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

OWNER (Signature)
«Joe DeLuce - -»«Executive Director »

(Printed name and title)

ARCHITECT (Signature)
«John Bishop - -»«Principal-»

(Printed name, title, and license number, if required)

ARCHITECT (Signature)
«Scott Burge - »«Senior Architectural Manager »

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(Printed name, title, and license number, if required)

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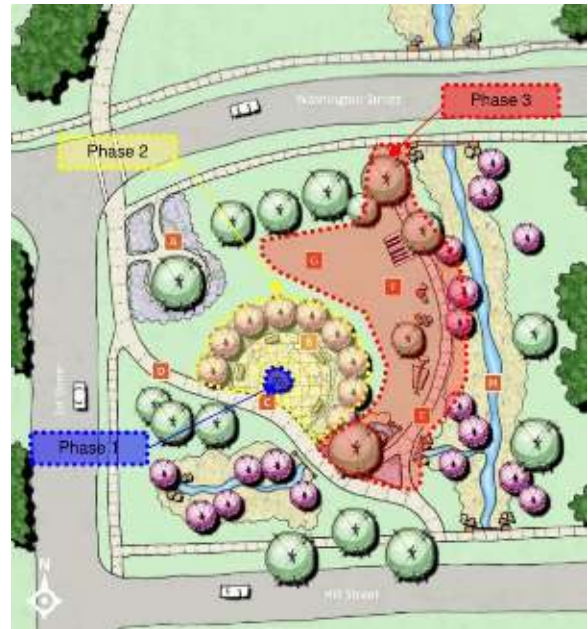
EXHIBIT A

PROJECT OVERVIEW /

Our understanding of the project is based on our schematic design options prepared in 2021 and our in-person meeting at Visit Champaign County on June 30, 2022. The proposal below also includes information from our in-person meeting on August 18, 2022 and follow-up discussion on August 26, 2022 with the City of Champaign.

Fundraising efforts to revitalize Skelton Park and transform it into a dedication to the rich African American musicians in the Champaign County region have been successful. Enough funding has been raised to complete the sculpture in the park, phase 1, and phase 2 – refer to the adjacent graphic. Phase 3 and other areas not highlighted will be designed as part of this project and bid as an alternate in the event adequate funding is obtained ahead of construction.

In addition to designing all three design phases, the project will also include design of the sidewalk that extends from the west side of the property to southeast corner of the property. This sidewalk was originally intended to be part of the Boneyard Creek Improvements slated for 2024, but the park redevelopment has accelerated the need for the sidewalk since it connects phases 1 and 2 to the park amenities around the perimeter of the site.



Since the new sidewalk described above crosses the proposed drainage swale that will serve the future First Street realignment project proposed by the City of Champaign, certain aspects of the drainage swale work will also be required to be part of this project. A new drainage structure will be incorporated into the park development design so that when the First Street project is completed, the constructed elements within the park are not disturbed.

The project is intended to prepare final construction documents which can be utilized for permitting, bidding, and construction purposes.

PROJECT LIMITS /

The project area includes Skelton Park, specifically the area from Boneyard Creek to 1st Street, and from Washington Street to Hill Street.

The following areas within Skelton Park will be designed as the base improvements for this project:

- The new proposed plaza for a sculpture. The sculpture will be located on a pedestal that will also commemorate local African American musicians.
- The 10' wide multi-use trail.
- Necessary sidewalk connections to the perimeter sidewalks on Washington Street, 1st Street, and Hill Street.
- Lighting of the Preston Jackson Sculpture. Power for lighting will be supplied from the existing street lighting on 1st Street for Phase 1 and 2, controlled by the existing street light controller.
- Monument signage commemorating the sponsors of the project near the intersection of First & Washington.



The following areas within Skelton Park will be designed as bid alternate(s) for this project:

- The sidewalk ('Harmony Trail') that runs parallel to Boneyard Creek that will also include an area for brick donors and other miscellaneous music-related amenities.
- Trail path lighting.

The following design features within Skelton Park that are not part of this project and will be designed as a future project include:

- The Boneyard Creek corridor will be shown and accounted for to avoid future creek channel conflicts.
- The future bioswale along the southern edge of the park. Pipe culverts for the future bioswale to flow through will be designed beneath the 10' trail and positive drainage will be accounted for along the future bioswale alignment to avoid future disturbance to the path, but no bioswale plantings will be part of this project.

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

Farnsworth Group's scope of work shall be within the parameters identified within this proposal. Our team will include civil engineers, electrical engineers, structural engineers, landscape architects, and architects. The scope of work includes the services described as follows:

1: Preliminary Final Site Plan

Task 1.1 Meet with the African American Heritage Trail Committee to discuss amenities and interactive elements that will be placed along the Harmony Trail corridor.

Task 1.2 Utilizing the topographic and boundary survey information that has already been performed, prepare a Preliminary Final Site Plan that includes:

- 10' wide Boneyard Creek multi-use path.
- Sidewalk connections to perimeter sidewalks.
- Statue 'plaza' layout and suggested materials.
- Interactive musical amenities.
- Trail light fixtures / sculpture lighting.
- Landscaping.
- Site amenities (benches, litter receptacles / recycling bins).
- Utilities.
- Infrastructure for future bioswale.

NOTE: The limits of all hardscape proposed in Task 1.2 will be with the intent to minimize or mitigate new infrastructure in conflict with future work associated with the Boneyard Creek Improvements.

Task 1.3 Meet with Park District staff to review Preliminary Final Site Plan prior to preparation of final construction documents.

2: Final Construction Documents

Task 2.1 Prepare final construction documents that will include:

- Demolition Plan.
- Grading Plan.
- Layout Plan.
- Utilities Plan.
- Lighting/Electrical Plan.
- Landscape Plan.
- Details.
- Provisions to set up Harmony Trail (Phase 3) work as a bid alternate.
- Technical Specifications / Special Provisions.
- Opinions of Probable Construction Cost.

Task 2.2 Submit final construction documents to Champaign Park District for bidding purposes.

3: Bidding Assistance

Task 3.1 Distribute project deliverables to prospective contractors via Farnsworth Group website.

Task 3.2 Attend and conduct pre-bid meeting.

Task 3.3 Answer contractor questions during the bidding stage and issue addenda as required.

Task 3.4 Attend bid opening.

Task 3.5 Prepare contract between Champaign Park District and the awarded contractor.

End of Services

MAIN POINT OF CONTACT /

Scott Burge, AIA
Senior Architectural Manager
sburge@f-w.com
Office: (217) 352-7408
Cell: (217) 778-1056

Anthony Jansen, P.E.
Engineering Manager
ajansen@f-w.com
Office: (217) 531-1240
Cell: (217) 663-2572

PROFESSIONAL FEES /

Farnsworth Group, Inc. proposes to provide the described services for tasks 1-2 on a time and material basis not to exceed as follows:

Civil, LA, Architecture	\$42,100
Electrical	<u>\$10,800</u>
Total	\$52,900

Invoices will be sent monthly based on the amount of work completed to date. This proposal assumes the Park District will pay for services under this Agreement with local general capital funds. No State or Federal funds shall be utilized for this project.

PROJECT TIMELINE /

We have assumed a Spring 2023 construction start time. Thus, we propose the general timeline of the project to be as follows:

Tasks 1-2	10.17 – 12.23.2022
Owner Review	12.26 – 01.06.2023
Task 2 Revisions	01.09 – 01.13.2023
Task 3	01.16 – 02.03.2023
Contract	02.06 – 03.03.2023
Pre-Construction Submittals	03.06 – 03.24.2023
Construction Start	03.27.2023

ADDITIONAL SERVICES /

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee:

- Any services not listed in the above Scope of Work but requested by the client.
- Public input / stakeholder sessions (open houses, design workshops, business owner interviews, neighborhood associations, etc.) We have included meetings with the African American Heritage Trail Committee.
- Grant writing assistance.
- Construction Administrative services.
- Construction staking layout.

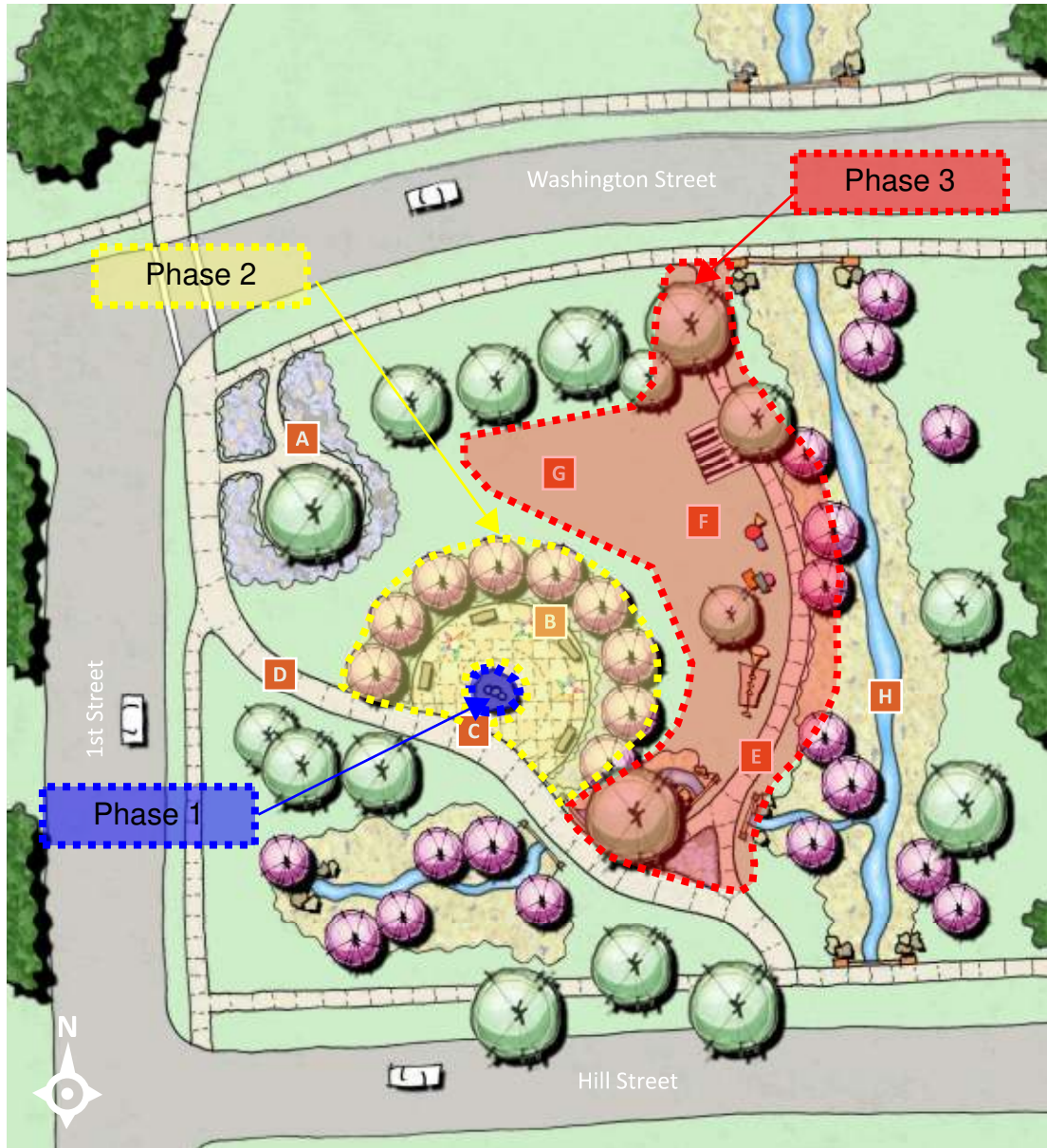
- Lighting/Electrical design is limited to the specific items previously mentioned. Other lighting options that are not currently included in the project scope include, but are not limited to:
 - Power supplies for temporary events, such as power for performers amps and theatrical lighting.
 - Area lighting for park, such as open lawn areas.
 - Power for interactive Musical Sculptures.
 - Surveillance cameras and equipment.
 - Sign lighting.
- Additional meetings with Stakeholders, Businesses, Residents, Utility Agencies, City, or Regulatory Agencies other than those listed above.
- Geotechnical engineering for subsurface exploration.

OWNER RESPONSIBILITIES /

The following services or items are required to be provided by you to allow Farnsworth Group to complete the scope of services outlined above.

- Information regarding the size and weight of the proposed sculpture.
- Input and coordination with the City of Champaign on how the improvements for Skelton Park shall be incorporated alongside ongoing Boneyard Creek improvements being concurrently designed.
- Timely feedback throughout the project duration.
- Coordinate the African American Heritage Trail Committee and communicate meeting dates.
- All required notifications that originate with the owner (signs, public announcements, etc.)
- Completion of the intergovernmental agreement between City of Champaign and Champaign Park District.

CONCEPTUAL PLAN



Phase 1	\$100,000
Phase 2	\$300,000
Phase 3	\$350,000
	<hr/>
	\$750,000

LEGEND

A.	Existing Plaza and Signature Tree	\$0
B.	Musical Tribute and Donor Plaza	\$300,000
C.	Preston Jackson Sculpture	\$100,000
D.	Multi-Purpose Boneyard Creek Trail	\$0 - By City
E.	Harmony Trail	\$150,000
F.	Interactive Musical Sculptures	\$150,000
G.	Open Lawn Area	\$50,000
H.	Boneyard Creek Improvements	\$0 - By City





HARMONY TRAIL
AT SKELTON PARK



Exhibit C



The Champaign County African American Cultural Heritage Trail, herein referred to as Harmony Trail, is a celebration of the lives and musical contributions of African Americans in the Champaign County area. The mission is to educate today's residents and visitors about the rich cultural history of those whose stories have been largely unrecognized, but directly shaped the place we call home. Our vision is to inspire conversation, and to expand understanding through the creation of a memorable public place that will contribute to a better community. An important goal for

Harmony Trail is to provide a free, unique, and accessible experience for visitors and all community members. Located along the banks of Boneyard Creek, Skelton Park was selected for the site since the First Street corridor was historically an area for black businesses beginning in the 1920s. It continues to serve as the epicenter for the rich cultural influence of black music and black musicians of the Champaign area. It is a natural place for continuing this rich tradition and legacy, while inspiring future generations of musicians and performers.

EXISTING CONDITIONS



LEGEND

- 1. Signature Maple Tree
- 2. Existing Tree Grove
- 3. Boneyard Creek
- 4. Open Lawn
- 5. Skelton Park Sign

CONCEPTUAL PLAN



LEGEND

- A. Existing Plaza and Signature Tree
- B. Musical Tribute and Donor Plaza
- C. Preston Jackson Sculpture
- D. Multi-Purpose Boneyard Creek Trail
- E. Harmony Trail
- F. Interactive Musical Sculptures
- G. Open Lawn Area
- H. Boneyard Creek Improvements

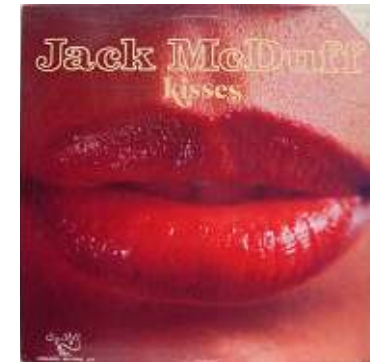


MUSICIANS OF CHAMPAIGN URBANA

Note: The following is a list of musicians and music ensembles that were active in Champaign County from the early 30's through the 1990s.

The music scene has always been very fluid, with musicians playing in groups based on the availability of venues and work. Many of these individuals played in several groups. The list includes both those native to CU and those who came through the twin cities either as traveling musicians or as students at the University.

- Jerry Lynch and His Rhythm Band: 1930s
- Earnest (Ernie) Hite: 1922-1980
- Soul Brothers/Tan Band
- Les Hite Band: 1930's – 1940's
- Cecil Bridgewater: 1960's to present
- Dee Dee Bridgewater: late 1960s
- Ron Bridgewater, Professor in Jazz studies, band leader
- Pete Bridgewater, band leader, bassist 1940's – 1980's
- Preston Bridgewater
- Brother Jack McDuff: 1950's – 1990's
- Nathaniel Banks: 1960's - present
- Raymond Scott
- Lamonte Parsons: 1960's - present
- Candy Foster and Shades of Blue: 1960's - present
- Tony Zamora, band leader, saxophonist 1960's - 2000
- The Legato Music Club and Julia Walden Valentine (National Association of Negro Musicians)
- Willie Summerville: 1960's - 2017
- Maurice McKinley: 1960's - present
- Ollie Watts Davis: 1980's - present
- Elzie Howell: 1990's
- Punchy Atkinson
- Count Demon (William Evans), drummer with Tony Zamora 1950's – 1970's
- Jerry Valentine
- Milton Curtis Knox: 1960's - 2000
- Charles Knox
- Leroy Knox 1960's – 1980's
- Vickie Capo: 1970's - present
- Russell Cheatham
- Donald Smith: 1960's – 1970's
- Louis Blackman
- Jelly Hines: 1970's - present
- Eddie Lane: 1950's - 2000
- Birdie Green
- Norman Langford
- Louis Hite: 1950's - present
- Guido Sinclair
- Chuck Tripp: 1980's - present
- Willie Amoaku: 1960's – 1970's
- Oscar Sully: 1970's - 2000
- Francis Johnson: 1950's – 1980's
- Gerald (Candy) Foster: 1950's - present



INSPIRATION



Contact

Jayne DeLuce, CDME

President & CEO

Visit Champaign County/VCC Foundation

17 E. Taylor, Champaign, IL 61820

217.351.4133

www.visitchampaigncounty.org





Exhibit D

Customized Scope Description for Supplemental Services

October 11, 2022

CUSTOMIZED SCOPE OF DESCRIPTION FOR SUPPLEMENTAL SERVICES

The following sections provide scope descriptions for relevant AIA B101 Article 4 Supplemental Services that we understand to be of interest for inclusion in this project. Items not listed are understood to be “not provided”. Refer to the Table of Fees for Supplemental Services at the bottom of this Exhibit for a summary of proposed fees associated with the supplemental services described below.

4.1.1.8 CIVIL ENGINEERING SERVICES

- A. Construction Documents (CD) Phase:
- Perform Code review and coordination with utility providers.
 - Based on Exhibit C – Harmony Trails at Skelton Park Vision Book, provide detailed design, continue to develop drawings, and incorporate comments received from the Owner.
 - Prepare final Civil drawings and specifications. Prepare the following design sheets:
 - Existing Conditions/Demolition Plan.
 - Site Notes/Legend.
 - Grading Plan.
 - Layout Plan.
 - Utility Plan and Profiles (as needed).
 - Site Details.
 - Prepare site permits and submit applications to local and state authorities having jurisdiction (AHJ). Site permits anticipated for this project include:
 - IHPA and IDNR clearances for historical and endangered species.
 - IEPA NPDES permit.
 - The City of Champaign.
- B. Construction Administration (CA):
- Respond to RFI’s and prepare ASI’s and/or Change Orders, as required.
 - Review Civil shop drawings and site submittals.
 - Provide up to three site visits during construction.
 - Provide punch list observation site visit at substantial completion.
- C. Exclusions:
- Erosion Control Inspections (enforcement).
 - Environmental Assessments.
 - Design and plans for dewatering.
 - Off-site site improvements.
- D. Fees for Civil Engineering = Included in Architect’s Basic Services.

4.1.1.9 LANDSCAPE DESIGN

- A. Design Development (DD) Phase:
 - Based on Exhibit C – Harmony Trails at Skelton Park Vision Book, provide detailed design, continue to develop drawings, and incorporate comments received from the Owner. Prepare DD level Landscape Architecture drawings that include:
 - Hardscape Plan.
 - Planting Plan.
 - Site Furniture Plan if required.
- B. Construction Documents (CD) Phase:
 - Utilizing the approved DD Landscape Architecture drawings and specifications, provide additional detailed design and prepare final Landscape Architecture drawings that include:
 - Hardscape Plan.
 - Planting Plan.
 - Site Furniture Plan if required.
 - Site Details.
 - Final technical specifications.
- C. Construction Administration (CA) Phase:
 - Respond to RFI's and prepare ASI's and/or Change Orders, as required.
 - Review Landscape Architecture shop drawings and submittals.
 - Provide punch list observation site visit at substantial completion.
- D. Exclusions:
 - a. Stream and stormwater waterway restoration design and plans.
- E. Fees for Landscape Design = Included in Architect's Basic Services.

4.1.1.14 CONFORMED DOCUMENTS FOR CONSTRUCTION

- A. Before awarding to a contractor, revisions to the design made during the bidding phase via addenda will be performed in a fashion that the changes will be included in a construction set of Drawings and Specifications for issuance as a construction set.
- B. Fees for Conformed Construction Documents = Included in Architect's Basic Services.

4.1.1.15 AS-DESIGNED RECORD DRAWINGS

- A. Revisions to the design made during the construction phase via Proposal Requests or Architect’s Supplemental Instructions will be performed in a fashion that the changes will be included in an updated set of Record Drawings for issuance as an As-Designed Record set of drawings.
- B. Fees for Conformed Construction Documents = Included in Architect’s Basic Services.

4.1.1.20 ARCHITECT’S COORDINATION OF THE OWNER’S CONSULTANTS

- A. Assist the Champaign Park Distirct with the guidance and direction of a Geotechnical Engineer as required to determine the quantity and location of subsurface exploration boring wells.
- B. Fees for Architect’s Coordination of the Owner’s Consultants = Included in Architect’s Basic Services.

Exhibit D – Customized Scope Description for Supplemental Services

SUMMARY TABLE FOR SUPPLEMENTAL SERVICES FEES

The table below summarizes the Supplemental Service fees described within this Exhibit.

4.1.1.8	Civil Engineering	\$0	Included in Architect’s Basic Services
4.1.1.9	Landscape Design	\$0	Included in Architect’s Basic Services
4.1.1.14	Conformed Documents for Construction	\$0	Included in Architect’s Basic Services
4.1.1.15	As-Designed Record Drawings	\$0	Included in Architect’s Basic Services
4.1.1.20	Architect’s Coordination of the Owner’s Consultants	\$0	Included in Architect’s Basic Services
Subtotal for Supplemental Services:		\$0	

Allowances:

- It is anticipated that an allowance of \$1,500 would adequately cover reimbursable expenses such as shipping, reproduction, and travel expenses needs for this project.
 - Bid set printing and other printing for the Owner’s or Contractor’s use is not included in the above allowance. (It is anticipated that electronic processing of the bidding documents will negate the need for bid set printing).

Architect’s Basic Services	\$52,900	
Architect’s Supplemental Services	\$0	
Reimbursable Expense Allowance:	\$1,500	
Total:		\$54,400 (includes reimbursable allowance)



Schedule of Charges

Engineering / Surveying Professional Staff	Per Hour
Administrative Support	\$ 80.00
Engineering Associate I / Cx Specialist I	\$ 123.00
Process Associate I	\$ 125.00
Engineering Associate II / Cx Specialist II	\$ 137.00
Process Associate II	\$ 140.00
Engineer / Land Surveyor / Senior Cx Specialist.....	\$ 145.00
Senior Engineer / Senior Land Surveyor / Cx Project Manager.....	\$ 153.00
Process Engineer.....	\$ 160.00
Project Engineer / Project Land Surveyor / Senior Cx Project Manager	\$ 165.00
Process Senior Engineer.....	\$ 168.00
Process Project Engineer.....	\$ 180.00
Senior Project Engineer / Senior Project Land Surveyor / Cx Manager	\$ 185.00
Process Senior Project Engineer.....	\$ 200.00
Engineering Manager / Land Surveying Manager / Senior Cx Manager	\$ 210.00
Senior Engineering Manager / Senior Land Surveying Manager / Senior Cx Director	\$ 225.00
Process Engineering Manager	\$ 210.00
Process Senior Engineering Manager.....	\$ 230.00
Principal / Vice President / Advanced Technology Specialist	\$ 245.00
Director of Process Engineering.....	\$ 260.00
Principal Process Engineering.....	\$ 285.00

Technical Staff

Technician I	\$ 82.00
Technician II	\$ 105.00
Senior Technician / Cx Technician	\$ 115.00
Chief Technician	\$ 133.00
Designer / Computer Specialist / Lead Technician / Process Designer I	\$ 145.00
Senior Designer	\$ 150.00
Process Designer II	\$ 155.00
Project Designer / Project Technician / Process Designer III	\$ 165.00
Senior Project Designer / Systems Integration Manager / Sr. Process Designer I	\$ 185.00
Design Manager	\$ 190.00
Technical Manager	\$ 200.00
Senior Process Designer II.....	\$ 205.00
Senior Process Designer III / Process Design Manager.....	\$ 215.00
Senior Technical Manager.....	\$ 220.00
Senior Process Design Manager.....	\$ 230.00

Architecture / Landscape Architecture / Interior Design Professional Staff

Designer I	\$ 111.00
Senior Interior Designer / Designer II.....	\$ 121.00
Architect / Designer III / Project Coordinator	\$ 137.00
Senior Architect / Senior Project Coordinator	\$ 147.00
Project Architect / Project Manager	\$ 158.00
Senior Project Architect / Senior Project Manager	\$ 175.00
Architectural Manager	\$ 188.00
Senior Architectural Manager	\$ 205.00
Architecture Principal	\$ 225.00

Units

ATV & Trailer	\$11.00 / hr
Field Vehicle	\$15.00 / hr
Automobile mileage	IRS rate
Hand Held GPS	\$11.00 / hr
GPS Unit (each)	\$22.00 / hr
Environmental GPS Data Collector.....	\$75.00 / day
Utility Locator / Robotic Total Station	\$26.00 / hr
Stationary Scanner (low res) High Def Scanner / UAV.....	\$300.00 / day \$500.00 / day
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints / copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

Champaign Park District 2023 to 2032 Capital Improvement Plan

Updated January 7, 2022

* Denotes Special Recreation/ADA Funding in part or whole.

^ Denotes grant funding in part or whole.

~ Denotes project has architectural/design/engineering costs associated in an operating budget.

ANNUAL PROJECTS AND PURCHASES

Project Name	Short Description	2023	2024	2025	2026	2027	2028	2029-2032
Annual Vehicle Purchase/Replacement	Three replacements. Replacement of new vehicles assessed quarterly.	\$ 95,000	\$ 185,000	\$ 180,000	\$ 150,000	\$ 170,000	\$ 150,000	\$ 13,000
Annual Rolling Stock Purchase/Replacement	Pull-behind mower replacement in 2023.	\$ 30,000	\$ 115,000	\$ 100,000	\$ 50,000	\$ 25,000	\$ 40,000	\$ 40,000
Annual Painting	Interior and exterior painting needs are evaluated multiple times per year. Painting done in-house.	\$ 40,000	\$ 20,100	\$ 20,100	\$ 15,000	\$ 15,000	\$ 12,000	\$ 12,000
Annual Concrete*	Replacement or new concrete for safety, accessibility, and edging.	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 45,000
Annual HVAC	Small HVAC replacements. Hays in 2023.	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Annual Flooring	General carpeting, tile, or epoxy, baseboard, etc. Operations break room, hall and offices in 2023.	\$ 25,000	0	\$ 20,100	\$ 19,000	\$ 12,000	\$ 12,000	\$ 12,000
Annual Asphalt Sealcoating and Striping	Maintenance on asphalt areas.	\$ 40,000	\$ 30,100	\$ 32,100	\$ 15,000	\$ 20,000	\$ 20,000	\$ 22,000
Annual Roadway**	Parkland Way repair and District patching.	\$ 106,000	\$ 106,000	\$ 108,000	\$ 110,000	\$ 108,000	\$ 108,000	\$ 9,000
Annual Park Amenities*	Benches, signs, water fountains, pet stations, trash and recycle bins, etc.	\$ 40,000	\$ 20,000	\$ 22,000	\$ 22,000	\$ 25,000	\$ 20,000	\$ 20,000
Annual Playground Surfacing*	Fiber Purchase and pour-in-place repair.	\$ 37,000	\$ 38,110	\$ 39,300	\$ 40,200	\$ 40,200	\$ 42,000	\$ 44,000
Annual Sports Field Mix	Infield mix and outfield/foul tracks warning areas.	\$ 15,000	\$ 10,000	\$ 10,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 15,000
Annual Fencing Replacement	Small fencing projects new and replacement.	\$ 25,000	\$ 25,000	\$ 15,000	\$ 15,000	\$ 18,000	\$ 10,000	\$ 10,000
Annual Playground Replacement*	Davidson Park in-house installation in 2023.	\$ 75,000	\$ 210,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 250,000	\$ 250,000
Annual Technology Replacement	Replacement and new servers, security cameras, copiers, laptops, software, computer cameras, phones, etc.	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Annual Fitness/Weight Equipment Replacement/New	For 2023, LRC original treadmill replaced, two dumbbell benches replaced, rack for medicine ball, mat and dumbbell storage replacement.	\$ 14,000	\$ 25,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 25,000	\$ 15,000
Annual Roofing Projects	General shingle and metal roof replacements. Dodds Tennis Center in 2023.	\$ 450,000	\$ 108,000	\$ 490,000	\$ 22,000	0	0	0
Annual Tables/Chairs/Furniture Replacement*	For 2023, LRC original tables and chairs from opening. 24 new tables. Old tables used in preschool/daycamp room replacing ones falling apart.	\$ 7,000	\$ 10,000	\$ 55,000	\$ 7,000	\$ 10,000	\$ 10,000	\$ 5,000
Contingency	Unexpected expenditures related to capital items. Five percent of total capital.	\$ 70,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 85,000
Annual Project and Purchases Totals		\$ 1,204,000	\$ 1,112,310	\$ 1,486,600	\$ 922,200	\$ 900,200	\$ 921,000	\$ 686,000

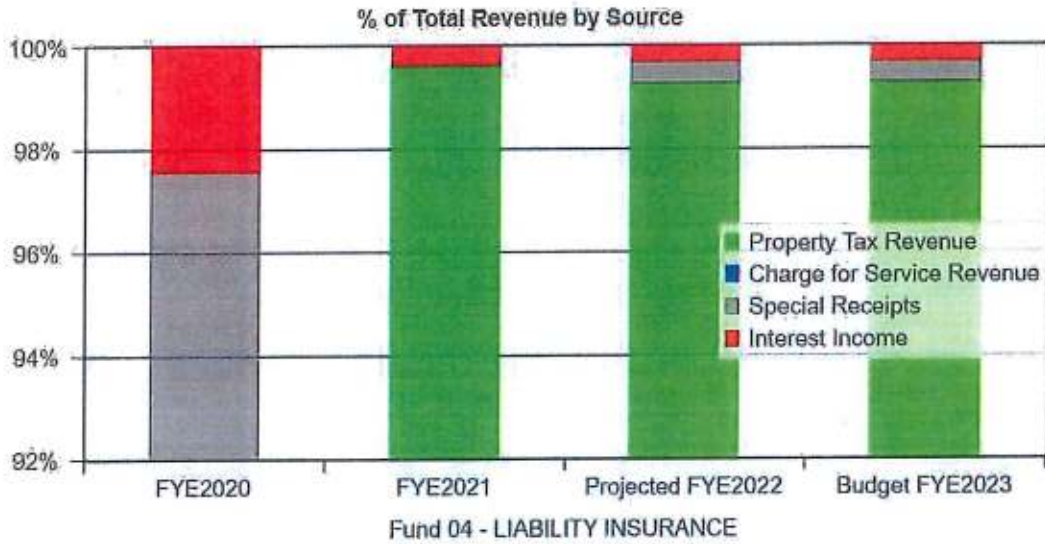
Proposed Capital Projects 2023 to 2032

Project Name	Short Description	2023	2024	2025	2026	2027	2028	2029-2032
Stormwater Drain Break Fountain Outflow West Side Park	Scope line. Address break/plug between Prayer for Rain and drop drain.	\$ 10,000	0	0	0	0	0	0
Band Shell Renovation West Side Park**	Design for cabling and iron exclusions by Architectural Expressions.	\$ 26,000	0	0	0	0	0	0
West Shop Back Gutters	Cut off rotted beams and add covers. Add gutters and downspouts with possible pop-ups done in house.	\$ 18,000	0	0	0	0	0	0
Robeson Meadows West ADA Walk and Fountain*	Entry sidewalk, fountain, etc. not to ADA standards.	\$ 24,000	0	0	0	0	0	0
Electric Power into Porter Family Park**	Dan has estimates from Illinois Power Engineers.	\$ 33,000	0	0	0	0	0	0
Facility Security Equipment with new company	Replace current security vendor and do limited upgrades.	\$ 55,000	0	0	0	0	0	0
Network Upgrades Douglass CC and Annex	Pushed out from 21/22 to trade with District-wide phones.	\$ 95,000	0	0	0	0	0	0
Outdoor Basketball Courts Resurface Douglass Park (2 courts)	Outdoor basketball courts are in bad shape.	\$ 110,000	0	0	0	0	0	0
East Lobby Renovation at Virginia Theatre**	Only if grant is IDNR Public Museum Grant is approved.	\$ 200,000	0	0	0	0	0	0
Lyndsey Garden Renovation	Includes plant renovation, expansion of path, ID placards.	\$ 10,000	0	0	0	0	0	0

Liability Insurance Fund

Principal Responsibilities

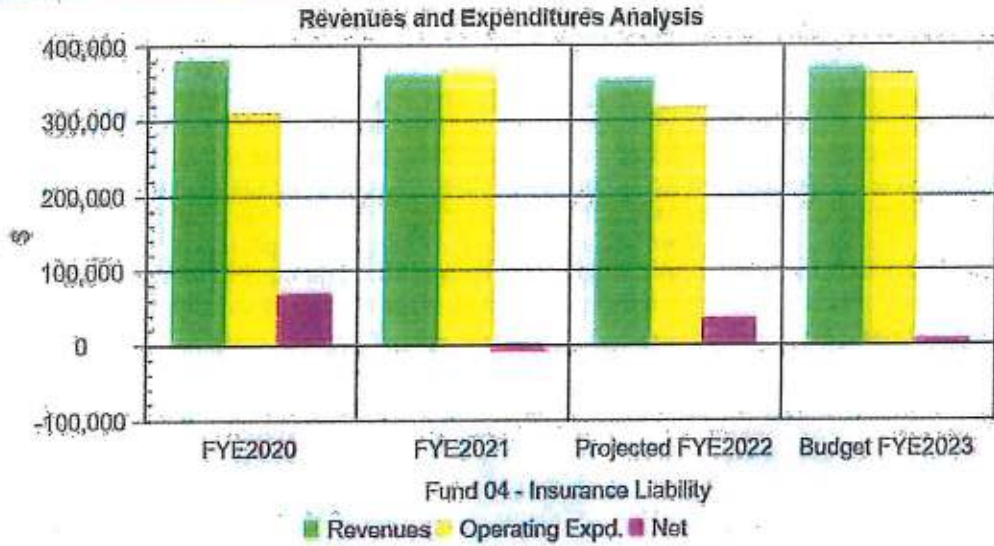
The Liability Insurance Fund covers the costs of insurance and the risk management program. Real estate taxes are levied in this fund to pay for and administer the Park District's required insurance coverage. The insurance coverage includes public officials' liability, general liability, property, workers' 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 equally 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

Revenues are budgeted at \$367,500, an increase from prior year projected of \$15,713 or 4.5%. Property tax

Liability Insurance Fund

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.

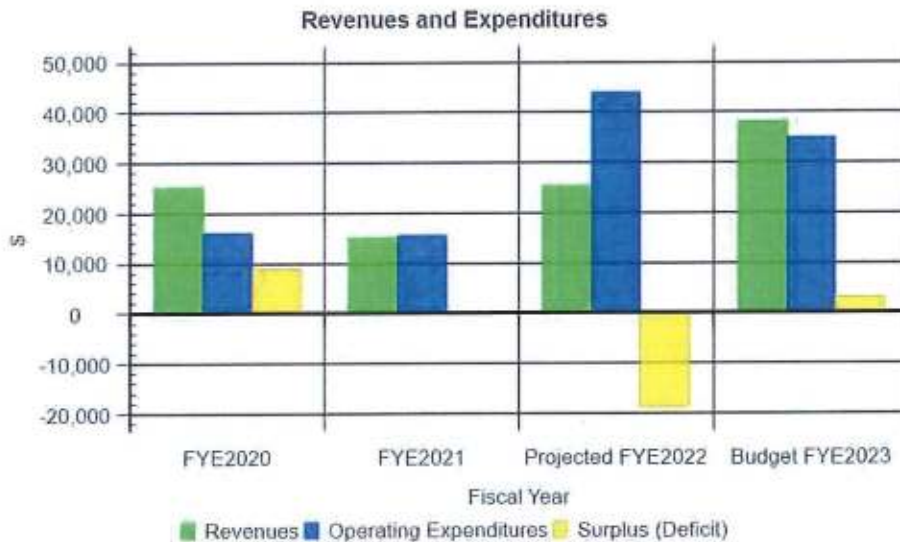
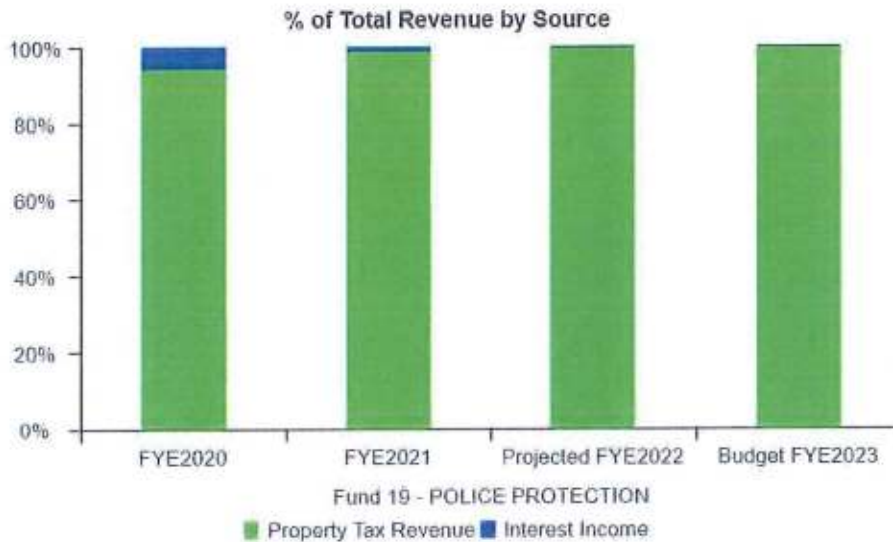
Insurance increased 5.7% based on actual salary and wage expenditures as well as experience ratings and the overall risk pool. These premiums are based on calendar year 2020 data and updated property values as part of an appraisal process conducted through PDRMA in FYE2022.

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.

POLICE PROTECTION

Principal Responsibilities

The Police Protection Fund allows the Park District to levy taxes specifically to contract or hire licensed police officers for security purposes. Real estate taxes are levied for this fund to contract directly with the City of Champaign for the use of City police officers at various Park District facilities and special events, or to contract with retired police officers. The officers are on site at the Park District’s pool, parks, facilities and special events during the year to help maintain safety at various facilities and events as needed. Reserves not specifically allocated can, by state statute, be transferred to the Long-Term Capital Improvement Fund; however this has not occurred at the Park District.



Revenues increased in FYE2023 to cover the anticipated expenditures with contracted retired police officers to be park ambassadors for West Side Park, Hessel Park, Sholem and other areas as needed. The park ambassadors are present multiple times per week throughout the summer through Labor Day providing education and awareness to the visitors of the park.

POLICE PROTECTION

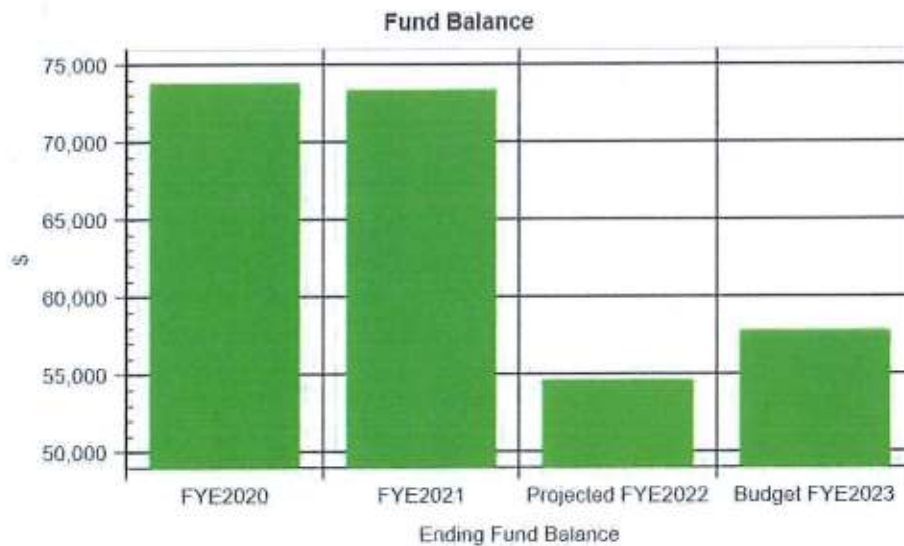
Fund 19 - POLICE PROTECTION Performance Indicators

	FYE2020	FYE2021	Projected FYE2022	Target FYE2023
Operating Expenditures Per Capita	\$ 0.18	\$ 0.17	\$ 0.49	\$ 0.39

Fund 19 - POLICE PROTECTION

	FYE2020	FYE2021	Projected FYE2022	Budget FYE2023
Estimated Revenues				
Property Tax Revenue	\$ 23,715	\$ 14,885	\$ 25,217	\$ 38,100
Interest Income	1,419	156	40	40
Total Estimated Revenues	<u>\$ 25,134</u>	<u>\$ 15,041</u>	<u>\$ 25,257</u>	<u>\$ 38,140</u>
Appropriations				
Contractual	16,141	15,508	43,962	35,000
Total Appropriations	16,141	15,508	43,962	35,000
Net of Revenues Over (Under) Appropriations	8,993	(467)	(18,705)	3,140
Beginning Fund Balance	64,749	73,742	73,275	54,570
Ending Fund Balance	<u>\$ 73,742</u>	<u>\$ 73,275</u>	<u>\$ 54,570</u>	<u>\$ 57,710</u>

The Park Ambassadors have proven to be a great benefit to the Park District through providing a security presence and distributing information. The Park Ambassadors have also been utilized for special events out of this fund, and the Virginia Theatre has started using them for additional security at events. All the Virginia Theatre expenditures are included in Fund 03 Museum and are charged back to the promoter for the event. Staff utilized a portion of excess funds in the prior fiscal year to cover these expenditures, while still maintaining a healthy reserve balance within the fund.





Capital Improvements Plan Policy

The Park District Board of Commissioners (Board) shall maintain, review, and annually update the current year plus ~~5-year~~six (6) year Capital Improvements Plan. The projects must have a monetary value of at least ~~\$5,000~~\$10,000, a useful life in excess of one year. Such improvements shall include without limitation, structural changes, and construction, as well as repairs, restoration, replacement of buildings, vehicles, and equipment. The Board shall evaluate the use of grants for such projects with the assistance of staff

Approved by Board of Commissioners	September 23, 1999
Revised by Board of Commissioners	November 9, 2005
Revised by Board of Commissioners	October 12, 2011
Revised by Board of Commissioners	October 12, 2016
<u>Revised by Board of Commissioners</u>	

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director



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Revised by Board of Commissioners	_____

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director



Payment of Employee Wages Policy

It shall be the policy of the Champaign Park District Board of Commissioners (Board) to compensate Champaign Park District (Park District) employees with fair and competitive wages on a timely basis. The Executive Director (Director) shall prepare for the Board's consideration and action an annual guideline of wage and salary ranges indicating the minimum and maximum salary ranges for all part-time and seasonal positions from which the Board shall make such determination and appropriation. Salary ranges for full-time employees shall be reviewed every two years.

Approved by Board of Commissioners
Revised by Board of Commissioners
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October 13, 1999
September 14, 2005
July 13, 2011
August 10, 2016

Kevin J. Miller, President

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October 13, 1999
September 14, 2005
July 13, 2011
August 10, 2016

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director



Tuition Reimbursement Policy

If an employee is a ~~regular, FT1~~ full-time employee and has worked for the Champaign Park District (Park District) at least one (1) year, ~~he/she/they~~ may be eligible to participate in the Park District's tuition reimbursement program. The Park District may partially reimburse the employee for tuition of certain courses that it believes are job-related. Eligible courses must be directly and substantially related to an employee's improving productivity in ~~his or her~~their current job. Costs for textbooks, fees and materials will not be reimbursed. ~~The~~ amount an employee receives will depend on the Park District's approval and upon passing grades (grade C or higher). The reimbursement amount may vary depending on budgetary constraints and ~~will~~shall not exceed \$3,000.00 per fiscal year, with the final reimbursement amount determined by the Executive Director (Director).

To receive tuition reimbursement, an employee must apply and be approved for the program before the coursework begins. The program is administered as follows:

1. Employee completes a Tuition Reimbursement Form. See the applicable ~~De~~partment Head or Human Resources Director for the form;
2. If the ~~Executive~~ Director approves of the program and reimbursement, the employee returns the signed form to the Finance Department;
3. The employee pays the course tuition;
4. After the employee receives ~~his/her~~their final grade(s) for the class, the employee must attach the tuition bill and the final grades to a copy of the Tuition Reimbursement Form and send all aforementioned items to the Finance Department; and
5. Within thirty (30) days, the employee will receive a reimbursement for grades of C or above. No reimbursement is provided for a grade below C.

Unless specifically approved in writing by the applicable ~~department~~Department Head or Director of Human Resources, coursework or class attendance may not be performed during Park District business hours. Any employee that has been given permission to attend class during work hours must make up any time away from work on an hour per hour basis.

In the event an employee resigns or is terminated before completing a course and receiving a grade, the employee will not be reimbursed for tuition expenses. Employees shall repay the Park District if the employee resigns or is terminated up to three (3) years after receiving reimbursement. The Park District will provide employees written approval for tuition reimbursement and will specify the amount of the reimbursement as well as the repayment requirements in suitable written documentation.

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

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.1



Tuition Reimbursement Policy

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1. Employee completes a Tuition Reimbursement Form. See the applicable Department Head or Human Resources Director for the form;
2. If the Director approves of the program and reimbursement, the employee returns the signed form to the Finance Department;
3. The employee pays the course tuition;
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Approved by Board of Commissioners
Revised by Board of Commissioners
Revised by Board of Commissioners

February 9, 2011
November 9, 2016

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director

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Section IV.1



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 6, 2022

SUBJECT: Champaign Park District (District) 1st Quarter Financial Analysis for FYE2023

Background

This is a financial update for the three months ended July 31, 2022 with a comparison to budget versus actual for discussion purposes.

For purposes of analysis, the year-to-date budget is based on taking the annual budget distributed on the last 5-year history of actual activities by month with the exception of full-time staff, which is based on the number of pay periods in a given month. These adjustments should prove more useful in analysis of budget to actual. See attachment A for variance discussions between budget to actual and prior year. Any further variance or other questions may be directed to the Executive Director.

Budget Impact

None, other than as detailed within the attached document.

Recommended Action

For discussion purposes only.

Prepared by:

Todd W. Blazaitis
Budget Manager

Reviewed by:

Andrea N. Wallace
Director of Finance

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

FUND 01 General Fund

Revenue is \$135,953 or 3.81% over FY23 YTD budget and \$58,654 or 1.61% over FY22 YTD, for the 1st Quarter.

Property Tax receipts were budgeted assuming receipt of payments in the early months of the Fiscal Year. However, through FY23 YTD, we have received \$124,043 or 3.62% greater (earlier) than anticipated. It is still expected that total Property Tax Revenues will ultimately be in line with budgeted levels. Property Tax receipts are \$32,969 or 0.94% greater than FY22 YTD.

Interest income is \$13,618 or 127.02% of greater than FY23 YTD budget and \$19,463 or 399.19% of FY22 YTD. This results from swiftly rising rates and higher balances invested.

Program Fees are \$560 or just .44% less than budgeted for FY23 YTD. But are \$5,778 or 4.75% greater than FY22 YTD. This reflects the prepayment of Flower Island Fees and programming recovery from the pandemic, and an increase in fees charged.

Expenditures are \$110,806 or 7.91% under FY23 YTD budget and \$124,614 or 11.12% above FY22 YTD. This results primarily from open positions in the current year and comparison to prior year when COVID was reducing all staffing and activity.

Full-Time Salaries are \$107,636, or 16.58% below budget FT23 YTD, and just \$1,912 or .35% lower than FY22 YTD. This reflects the open positions in Admin, including Finance, Planning and Operations.

Part-Time wages are over FY23 YTD budget by \$12,295 or 11.08% and over FY22 YTD \$55,264 or 81.25% above FY22 YTD. This reflects the effects of the pandemic in FY22 and the quick recovery of programming in FY23 so far.

Fringes are \$3,107 or 3.60% below FY23 budge YTD, and \$19,290 or 30.16% above YTD FY22. This results primarily from Health Insurance participation, which is back up to FY21 levels.

Contractual expenditures are \$22,616 or 8.95% over budget for FY23 YTD, and \$16,905 or 6.54% over YTD FY22.

The items below, causing the over-budget variance, were fully budgeted, but over 12 months. Now that those items have occurred, the budget will eventually "catch-up."

\$6,923 over in **Conference and Travel** due to booking of Registration, Flight and Hotel for 5 NRPA Annual Conference in Phoenix

\$14,205 over in **Professional Fees**: IT Consulting - Micro Systems \$7,841; Website Design & Mtce - Thirdside \$4,036 and Podcast Editing \$1,500

\$5,986 over in **Equipment Repair**: Mini track loader muffler \$893; Truck 44 evap core \$2,606; Toro 7200 mower \$2,282; Grounds Backhoe \$1,381; mini track loader \$847

\$8,176 over in License and Fees: Caseware Annual Subscription \$5,883; USPS - Postage Meter \$138; Adobe License \$158, LOGMEIN Software \$2,000

new XDR Tend Micro \$106 monthly license, and Zoom licenses \$3,000

\$19,408 under in **Service Contracts - Grounds**.

\$6,358 over in **Building Repair**: Davis-Houk - HK Meter Install \$2,300; Bankco - North shed door \$2,742; Schoonover Svc - Hessel Park Svc Calls (3) \$1,320;

RC Lettering- Olympic Tribute Inscription - \$1,585

Note: Building Repair is \$7,947 at 7/31/2022. That is already over the annual budget of \$6,250 requiring an upcoming budget amendment.

Contractual Mowing is right on budget of \$75,555 FY23 YTD. However, last year was \$66,493 FY22 YTD or \$9,885 over the FY22 YTD budget.

Periodic/Routine Maintenance are below budge FY23 Ytdt by \$37,189 or 50.68%, and \$5,689 or 18.65% over FY22 YTD. The annual budget has \$257,318 remaining.

Maintenance in the General Fund #01 Admin Dept #01-001 is under budget \$11,479 or 87.12% for Q1 FY23. There was no spending or budget in FY22 YTD.

Expenditures of \$1,698 are for small office furniture items (desk, shelves, workstation, stools).

Maintenance in the General Fund #01 Operations Dept #20-001 is under budget \$25,710 or 42.71% for Q1 FY23 versus FY22 \$10,261 under budget or 32.47%.

Expenditures are split about 50/50 between Information Technology items, (keyboards, RAM, software, laptops, desktops, battery backups, hard drives, switches) and park items, (disc golf basket, park benches, park trash cans).

Commodities/Supplies are over budget only \$3,270 or 1.75% for FY23 YTD, and \$16,169 or 9.28% over FY22 YTD. Relating to increase in mileage (add'l part-time workers this summer vs. last, and tremendous increase in gas/fuel prices.

Utilities are under budget \$1,054 or 2.60% for FY23 YTD, and \$13,210 or 50.20% over FY22 YTD.

Net Surplus/Deficit is \$246,759 or 11.38% greater than budgeted for YTD FY23 and \$65,961 or 2.66% lower than YTD FY22.

Champaign Park District
 Quarter 1, FY2022-2023
 Financials w Variance Analysis

10/05/2022 REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
 QUARTER 1, FYE2023

FUND ACC<> DESCRIPTION	FYE2023		YTD Budg	YTD Act'l	YTD Encumb	YTD Act'l + YTD Encumb	YTD Budgvs.		Prior YTD Act'l	Prior Yr Encumb	Prior YTD		%Over or Under
	Original Budg	% of Annual Budg Used					+Enc	%Over or Under			Prior YTD Act'l +	Budgt Vs. Act'l +	
Fund 01 - GENERAL													
Revenues													
PROPERTY TAX REVENUE													
0141010 PROPERTY TAXES	6,919,500.00	51.33	3,427,672.16	3,551,715.24	0.00	3,551,715.24			3,518,745.79	0.00	3,518,745.79		
PROPERTY TAX REVENUE	6,919,500.00	51.33	3,427,672.16	3,551,715.24	0.00	3,551,715.24	124,043.08	3.62%	3,518,745.79	0.00	3,518,745.79	32,969.45	0.94%
INTEREST INCOME													
0143030 INTEREST	50,000.00	48.68	10,720.92	24,339.05	0.00	24,339.05			4,875.72	0.00	4,875.72		
INTEREST INCOME	50,000.00	48.68	10,720.92	24,339.05	0.00	24,339.05	13,618.13	127.02%	4,875.72	0.00	4,875.72	19,463.33	399.19%
SPECIAL RECEIPTS													
0144100 RENTAL INCOME	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
0146150 SPECIAL RECEIPTS	10,350.00	7.61	1,936.27	787.99	0.00	787.99			345.00	0.00	345.00		
0146160 OTHER REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
SPECIAL RECEIPTS	10,350.00	7.61	1,936.27	787.99	0.00	787.99			345.00	0.00	345.00		
CONTRIBUTIONS/SPONSORSHIPS													
0147100 SPONSORSHIPS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
0147105 Donations	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
CONTRIBUTIONS/SPONSORSHIPS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
CAPITAL GRANTS													
0147200 GRANT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
CAPITAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
CHARGE FOR SERVICE REVENUE													
0148120 VENDING MACHINE SALES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
0149115 PROGRAM FEES	128,626.00	99.03	127,936.88	127,376.57	0.00	127,376.57	(560.31)	-0.44%	121,598.69	0.00	121,598.69	5,777.88	4.75%
CHARGE FOR SERVICE REVENUE	128,626.00	99.03	127,936.88	127,376.57	0.00	127,376.57			121,598.69	0.00	121,598.69		
TOTAL REVENUES	7,108,476.00	52.11	3,568,266.23	3,704,218.85	0.00	3,704,218.85	135,952.62	3.81%	3,645,565.20	0.00	3,645,565.20	58,653.65	1.61%
Expenditures													
SALARIES AND WAGES													
0170201 FULL-TIME SALARIES AND WAGES	2,411,016.00		649,119.69	541,483.74	0.00	541,483.74	(107,635.95)	-16.58%	543,396.09	0.00	543,396.09	1,912.35	0.35%
0170202 PART-TIME SEASONAL WAGES	375,894.00		110,989.12	123,283.87	0.00	123,283.87	12,294.75	11.08%	68,019.48	0.00	68,019.48	(55,264.39)	-81.25%
0170203 APPOINTED TREASURER WAGES	0.00		0.00	0.00	0.00	0.00			0.00	0.00	0.00		
0170301 OFFICE STAFF/SUPPORT	0.00		0.00	0.00	0.00	0.00			0.00	0.00	0.00		
0171001 PROGRAM/FACILITY DIR	0.00		0.00	0.00	0.00	0.00			0.00	0.00	0.00		
SALARIES AND WAGES	2,786,910.00		760,108.81	664,767.61	0.00	664,767.61			611,415.57	0.00	611,415.57		
FRINGE BENEFITS													
0153132 DENTAL INSURANCE	12,000.00	22.55	2,315.74	2,706.32	0.00	2,706.32			1,982.05	0.00	1,982.05		
0153133 MEDICAL HEALTH INSURANCE	340,000.00	20.42	71,756.23	69,436.68	0.00	69,436.68			53,939.12	0.00	53,939.12		
0153134 LIFE INSURANCE	5,600.00	36.86	985.92	2,064.06	0.00	2,064.06			0.00	0.00	0.00		
0153137 EMPLOYEE ASSISTANCE PROGRAM	1,500.00	23.90	374.76	358.48	0.00	358.48			348.37	0.00	348.37		
0183003 ALLOWANCES/REIMBURSEMENTS	44,830.00	19.39	10,933.17	8,692.82	0.00	8,692.82			7,698.98	0.00	7,698.98		
FRINGE BENEFITS	403,930.00	20.61	86,365.82	83,258.36	0.00	83,258.36	(3,107.46)	-3.60%	63,968.52	0.00	63,968.52	(19,289.84)	-30.16%
CONTRACTUAL													
0154201 POSTAGE AND MAILING	5,125.00	28.84	1,258.90	1,478.18	0.00	1,478.18			1,625.07	0.00	1,625.07		

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022 REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC#	DESCRIPTION	FYE2023		YTD Budg	YTDAct'l	YTD Encumb	YTDAct'l + YTD Encumb	YTD Budgvs.		Prior YTD Act'l	Prior Yr Encumb	Prior YTD Act'l + Prior YTD Enc	PriorYTD	
		Original	% of Annual Budget Used					+ Enc	% Over or Under				Budget Vs. Act'l +	% Over or Under
0154202	PRINTING AND DUPLICATING	5,340.00	24.92	1,498.00	1,330.94	0.00	1,330.94			299.04	0.00	299.04		
0154204	STAFF MEETINGS	700.00	17.32	31.61	121.24	0.00	121.24			68.37	0.00	68.37		
0154205	LEGAL PUBLICATIONS/NOTICES	5,100.00	5.79	947.53	295.20	0.00	295.20			468.80	0.00	468.80		
0154206	ADVERTISING/PUBLICITY	25,650.00	23.64	7,767.47	2,824.51	3,240.00	6,064.51			10,326.48	(26.00)	10,300.48		
01 54207	STAFF TRAINING	11,200.00	46.94	1,904.81	5,257.78	0.00	5,257.78			1,318.25	0.00	1,318.25		
0154208	MEMBERSHIPS, DUES AND FEES	17,440.00	9.07	1,728.11	1,581.20	0.00	1,581.20			1,170.00	(240.00)	930.00		
01 54209	CONFERENCE AND TRAVEL	19,400.00	48.25	2,437.79	9,136.21	225.00	9,361.21	(6,923.42)	-284.00%	706.97	0.00	706.97	(8,654.24)	-1224.13%
0154210	BOARD EXPENSE	4,000.00	2.12	260.57	84.82	0.00	84.82			121.03	0.00	121.03		
0154212	ATTORNEY FEES	125,000.00	18.10	20,477.55	15,549.09	7,080.80	22,629.89			28,616.25	0.00	28,616.25		
01 54214	ARCHITECT AND ENGINEERING FEES	10,000.00	0.00	2,077.36	0.00	0.00	0.00			0.00	0.00	0.00		
01 54215	PROFESSIONAL FEES	85,365.00	41.80	21,475.53	10,876.75	24,803.75	35,680.50	(14,204.97)	-66.14%	11,259.58	45,789.00	57,048.58	21,368.08	37.46%
01 54234	LANDFILL FEES	28,990.00	28.62	9,449.95	7,125.70	1,170.00	8,295.70			9,179.35	630.00	9,809.35		
01 54236	AUTO ALLOWANCE	250.00	9.36	47.66	23.40	0.00	23.40			62.16	a.co	62.16		
0154240	OFFICE EQUIPMENT REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
01 54241	VEHICLE REPAIR	15,500.00	(6.26)	2,192.58	(970.38)	0.00	(970.38)			3,242.17	0.00	3,242.17		
01 54242	EQUIPMENT REPAIR	7,800.00	97.82	1,644.81	7,630.32	0.00	7,630.32	(5,985.51)	-363.90%	3,623.74	112.00	3,735.74	(3,894.58)	-104.25%
01 54245	BUILDING REPAIR	6,250.00	127.16	1,589.86	7,947.38	0.00	7,947.38	(6,357.52)		1,489.66	0.00	1,489.66	(6,457.72)	
0154250	EQUIPMENT RENTAL	15,350.00	11.73	904.96	1,800.00	0.00	1,800.00			2,800.00	a.co	2,800.00		
01 54253	PEST CONTROL	1,360.00	10.00	409.10	136.00	0.00	136.00			129.23	0.00	129.23		
01 54254	SERVICE CONTRACTS	40,428.00	58.11	20,470.55	21,467.27	2,025.00	23,492.27			21,675.56	(225.00)	21,450.56		
01 54255	LICENSE AND FEES	37,295.00	58.89	13,788.36	21,826.07	138.00	21,964.07	(8,175.71)	-59.29%	14,775.10	0.00	14,775.10	(7,188.97)	-48.66%
01 54260	SERVICE CONTRACTS - FACILITIES	8,700.00	34.46	1,281.26	2,998.30	0.00	2,998.30			1,125.25	(90.00)	1,035.25		
01 54261	SERVICE CONTRACTS-GROUNDS	70,000.00	28.01	39,014.94	16,730.34	2,876.71	19,607.05	19,407.89	49.74%	14,727.81	(358.75)	14,369.06	(5,237.99)	-36.45%
01 54263	CONTRACTUAL MOWING	180,000.00	42.43	75,555.47	76,377.50	0.00	76,377.50			66,493.00	0.00	66,493.00		
01 54264	CELL PHONE EXPENSE	8,500.00	15.52	2,551.41	1,319.45	0.00	1,319.45			2,504.32	0.00	2,504.32		
0154265	SUBSCRIPTIONS	1,120.00	16.34	467.82	183.00	0.00	183.00			183.00	0.00	183.00		
0154270	PERSONNEL COSTS	49,760.00	36.41	15,812.83	17,164.17	952.50	18,116.67			14,761.89	(391.49)	14,370.40		
01 54271	PETTY CASH	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
0154275	HEALTH AND WELLNESS	4,500.00	9.56	1,189.57	430.13	0.00	430.13			117.72	0.00	117.72		
01 54280	OTHER CONTRACTUAL SERVICES	17,500.00	2.49	3,854.96	365.00	70.00	435.00			140.00	0.00	140.00		
0154282	INTERN STIPEND (DO NOT USE AFTER 5/1/18)	0.00	100.00	0.00	600.00	0.00	600.00			0.00	0.00	0.00		
0154291	PARK AND RECREATION EXCELLENCE	3,000.00	26.46	36.65	793.80	0.00	793.80			(100.00)	a.co	(100.00)		
0159412	PROPERTY/SALES TAX	300.00	51.76	278.59	155.28	0.00	155.28			155.28	a.co	155.28		
0159414	CREDIT CARD FEES	800.00	15.90	325.56	127.22	0.00	127.22			178.13	0.00	178.13		
0190000	EXTRAORDINARY LOSS-INVESTMENT	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
CONTRACTUAL		811,723.00	33.92	252,732.12	232,765.87	42,581.76	275,347.63	(22,615.51)	-8.95%	213,243.21	45,199.76	258,442.97	(16,904.66)	-6.54%
ROUTINE/PERIODIC MAINTENANCE														
01 58001	PERIODIC MAINTENANCE	52,706.00	3.22	13,176.48	1,697.54	0.00	1,697.54			0.00	0.00	0.00		
0158002	ROUTINE MAINTENANCE	240,799.00	14.32	60,199.71	24,590.26	9,898.96	34,489.22			31,606.74	(1,108.68)	30,498.06		
ROUTINE/PERIODIC MAINTENANCE		293,505.00	12.33	73,376.19	26,287.80	9,898.96	36,186.76	37,189.43	50.68%	31,606.74	(1,108.68)	30,498.06	(5,688.70)	-18.65%
COMMODITIES/SUPPLIES														
0155301	OFFICE SUPPLIES	8,700.00	25.14	2,038.67	2,186.95	0.00	2,186.95			1,447.29	240.70	1,687.99		
01 55302	ENVELOPES AND STATIONARY	800.00	0.00	604.62	a.co	0.00	0.00			726.24	0.00	726.24		
0155303	DUPLICATING SUPPLIES	1,300.00	41.16	328.47	535.11	0.00	535.11			367.91	0.00	367.91		
01 55304	CHECKS AND BANK SUPPLIES	1,400.00	9.02	303.98	126.32	a.co	126.32			0.00	0.00	0.00		
01 55305	PHOTOGRAPHIC SUPPLIES	750.00	3.73	221.24	27.99	0.00	27.99			0.00	0.00	0.00		
01 55307	BOOKS AND MANUSCRIPTS	500.00	0.00	175.88	0.00	0.00	0.00			0.00	0.00	0.00		
0155308	FIRST AID/MEDICAL SUPPLIES	4,500.00	11.54	1,627.65	519.39	0.00	519.39			597.83	a.co	597.83		
0155309	SAFETY SUPPLIES	8,000.00	6.25	2,579.35	500.06	0.00	500.06			1,765.00	a.co	1,765.00		
0155315	STAFF UNIFORMS	14,850.00	58.01	4,060.00	8,613.90	a.co	8,613.90			7,396.81	a.co	7,396.81		
0155316	PARTICIPANT UNIFORMS	275.00	0.00	183.33	0.00	0.00	0.00			0.00	a.co	0.00		
0155319	MONTHLY RUNNING VENDOR EXPENSES	a.co	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
0155320	BUILDING MAINTENANCE SUPPLIES	20,500.00	13.75	5,922.93	2,818.09	0.00	2,818.09			5,959.42	0.00	5,959.42		
0155321	LANDSCAPE SUPPLIES	35,400.00	45.61	8,759.01	15,646.31	500.00	16,146.31			6,363.39	0.00	6,363.39		

Champaign Park District
 Quarter 1, FY2022-2023
 Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
 QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTD Act'l	YTD Encumb	YTD Act'l	+ YTD Encumb	YTD Budgvs.		Prior YTD Act'l	Prior Yr Encumb	Prior YTD Act'l + Prior YTD Enc	Prior YTD	
	Original	Budg						% of Annual Budg Used	+ Enc				% Over or Under	Budgt Vs. Act'l + Encumb
0155322 CLEANING / JANITORIAL SUPPLIES	5,530.00		54.61	3,080.75	2,919.79	100.00	3,019.79			2,707.77	0.00	2,707.77		
0155323 PLAYGROUND MAINTENANCE SUPPLIES	6,000.00		0.00	1,698.50	0.00	0.00	0.00			3,947.30	0.00	3,947.30		
0155324 PRESCRIBED BURN SUPPLIES	600.00		0.00	19.61	0.00	0.00	0.00			0.00	0.00	0.00		
0155325 EQUIPMENT AND TOOLS	16,200.00		15.17	4,913.66	2,457.87	0.00	2,457.87			3,322.39	0.00	3,322.39		
0155326 SHOP EQUIPMENT AND SUPPLIES	7,000.00		25.94	1,755.04	1,815.71	0.00	1,815.71			1,052.25	0.00	1,052.25		
0155327 VEHICLE/EQUIPMENT REPAIR PARTS	28,000.00		34.25	5,994.33	9,590.71	0.00	9,590.71			6,062.38	200.00	6,262.38		
0155328 AMENITY MAINTENANCE SUPPLIES	10,000.00		5.36	2,687.49	535.99	0.00	535.99			2,304.09	0.00	2,304.09		
0155329 OFFICE/ EQUIPMENT VALUE <\$10000	0.00		0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
0155330 GAS/FUEL/GREASE AND OIL	74,100.00		38.10	22,251.83	28,231.46	0.00	28,231.46			18,740.34	0.00	18,740.34		
0155331 CHEMICALS	20,500.00		8.55	4,376.74	1,723.04	0.00	1,723.04			1,561.55	0.00	1,561.55		
0155332 PAINTS	550.00		106.75	163.63	587.13	0.00	587.13			23.38	0.00	23.38		
0155333 PLANT MATERIALS	136,300.00		77.63	106,973.58	105,809.02	0.00	105,809.02			106,504.04	0.00	106,504.04		
0155348 FLOWERS AND CARDS	1,000.00		62.35	188.95	623.47	0.00	623.47			160.58	0.00	160.58		
0155349 PLAQUES, AWARDS AND PRIZES	4,300.00		15.85	586.29	681.70	0.00	681.70			0.00	0.00	0.00		
0155350 RECREATION PROGRAM SUPPLIES	4,000.00		40.83	1,457.19	1,633.15	0.00	1,633.15			2,822.45	0.00	2,822.45		
0155352 FISH RESTOCKING	5,000.00		0.00	3,750.00	0.00	0.00	0.00			0.00	0.00	0.00		
0155354 FOOD SUPPLIES	3,000.00		76.23	497.04	2,287.04	0.00	2,287.04			28.30	0.00	28.30		
COMMODITIES SUPPLIES	418,755.00		45.48	187,199.76	189,870.20	600.00	190,470.20	[3,27(U4)	-1.75%	173,860.71	440.70	174,301.41	(16,168.79)	-9.28%
UTILITIES														
0156230 SANITARY FEES AND CHARGES	11,180.00		2.25	974.37	252.10	0.00	252.10			532.31	0.00	532.31		
0156231 GAS AND ELECTRICITY	69,000.00		14.22	11,743.58	9,811.92	0.00	9,811.92			6,481.94	0.00	6,481.94		
0156232 WATER	70,000.00		30.16	19,326.10	21,110.04	0.00	21,110.04			9,904.19	0.00	9,904.19		
0156233 TELECOMM EXPENSE	34,198.00		24.43	8,537.91	8,353.78	0.00	8,353.78			9,467.22	(68.00)	9,399.22		
UTILITIES	184,378.00		21.44	40,581.96	39,527.84	0.00	39,527.84	1,054.12	2.60%	26,385.66	(68.00)	26,317.66	(13,210.18)	-50.20%
TRANSFERS TO OTHER FUNDS														
0159409 TRANSFERS TO OTHER FUNDS	1,050,000.00		0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
TRANSFERS TO OTHER FUNDS	1,050,000.00		0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
TOTAL EXPENDITURES														
	5,949,201.00		22.46	1,400,364.66	1,236,477.68	53,080.72	1,289,558.40			1,120,480.41	44,463.78	1,164,944.19		
Fund 01 * GENERAL:														
TOTAL REVENUES	7,108,476.00		0.00	3,568,266.23	3,704,218.85	0.00	3,704,218.85	135,952.62	3.81%	3,645,565.20	0.00	3,645,565.20	58,653.65	1.61%
TOTAL EXPENDITURES	5,949,201.00		0.00	1,400,364.66	1,236,477.68	53,080.72	1,289,558.40	110,806.26	7.91%	1,120,480.41	44,463.78	1,164,944.19	(124,614.21)	-10.70%
NET OF REVENUES & EXPENDITURES	1,159,275.00		0.00	2,167,901.57	2,467,741.17	(53,080.72)	2,414,660.45	246,758.88	11.38%	2,525,084.79	(44,463.78)	2,480,621.01	(65,960.56)	-2.66%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

FUND 02 Recreation Fund

Revenue is \$107,254 or 4.87% over FY23 Budget YTD and \$376,813 or 19.49% over FY22 YTD, for the 1st Quarter.

Property Tax receipts were budgeted assuming receipt of payments in the early months of the Fiscal Year. However, through **Q1** FY23, we have received \$36,588 or 2.90% greater (earlier) than anticipated. It is still expected that total Property Tax Revenues will ultimately be in line with budgeted levels. Property Tax receipts are \$79,767 or 6.55% greater than YTD FY22.

Interest income is \$8,440 or 157.89% of greater than budgeted for FY23 YTD and \$13,349 or 3,055.22% of FY22 YTD. This results from swiftly rising rates and higher balances invested.

Rental Income, Special Receipts and Other Reimbursements are less than budgeted for FY23 YTD by \$9,993 or 18.81% and over FY22 YTD by \$16,429 or 35.19%.

Rental Income is over budget by \$3,555 or 7.64% for **Q1** FY23 and \$3,792 or 8.20% over FY22 YTD.

Special Receipts is over budget by \$1,105 or 19.55% for **Q1** FY23 and \$6,405 or 1819.60% over FY22 YTD.

Other Reimbursements are over budget by \$5,333 or 551.69% for FY23 YTD and \$6,232 or 9,164.71% over FY22 YTD.

Sponsorships are over budget \$3,250 or 100% for FY23 YTD and over \$3,250 versus FY22 YTD actual. CPD received three new sponsorships in **Q1** FY23:

Sensory Swim \$1,800

Youth Softball \$600

Youth Soccer \$850

Charge for Service Revenue is \$57,157 or 7.42% greater than budgeted for FY23 YTD and \$220,564 or 36.37% greater than FY22 YTD. This reflects the huge resurgence in programming and participation with the easing of the pandemic. Fees were over budget in Season Ticket Sales, Daily Admissions, and Random Court Time while Ball Machine Use, Private Lessons, Racquet Stringing, Program and Membership fees were at budget.

Merchandise/Concession Revenue is under budget by \$13,110 or 11.84% but \$36,282 or 59.15% over FY22 YTD.

Shoalem Aquatic Ctr's concession revenue is exceeds budget \$4,083 or 5.27%.

Youth Baseball/Zahnd's concession revenue is under budget \$3,034 or 100.00%

Dodd's Tennis Center's concession revenue is under budget \$13,842 or 46.56% as the facility is seasonal so minimal revenue in May, June and July.

Shoalem and Dodd's Tennis Ctr's Merchandise Resale is below budget \$317

Grant Proceeds are over budget \$4,936 or 220.60% and \$7,173 or 100% over FY22 YTD. This due to receipt of 80% offunds awarded from the City of Champaign Community Matters Program in July budgeted evenly over 12 months.

Expenditures are \$119,596 or 10.15% over FY23 YTD budget and \$297,478 or 29.75% above FY22 YTD. This results primarily from open positions in the current year and comparison to prior year when COVID was reducing all staffing and activity.

Full-Time Salaries are \$64,437, or 22.29% below FY23 budget YTD, and \$7,251 or 3.13% lower than FY22 YTD.

Part-Time wages are over FY23 YTD budget by \$124,194 or 27.87% and over FY22 YTD \$148,602 or 35.28% above FY22 YTD This reflects the effects of the pandemic in FY22 and the quick recovery of programming in FY23 YTD

Fringes are \$8,037 or 18.76% below FY23 YTD budget, and just \$759 or 2.23% above FY22 YTD. As related to open positions.

Contractual expenditures are \$27,928 or 22.71% over budget for FY23 YTD, and \$56,395 or 59.68% over FY22 YTD.

The items below, causing the over-budget variance, were fully budgeted, but over 12 months. Now that those items have occurred, the budget will eventually "catch-up."

\$8,143 over in **Contractual Personnel** primarily due to contractual officials for Women's Basketball, Adult and Youth Softball.

\$8,869 over in **Equipment Repair** due to Leonard HVAC Computer Upgrade and Shoalem Sound System Repair & Install.

\$23,781 or 86.07% below budget due to far fewer and smaller **field trips** than budgeted.

\$6,874 or 77.02% greater than budgeted for **Memberships, Dues & Fees**. This is primarily the result of lifeguard license fees for Shoalem Aquatic Center

\$11,193 or 151.25% greater than budgeted for **Personnel Costs**. The annual budget of \$39,700 is adequate, just not evenly spread over 12 mos resulting in timing difference.

\$4,800 or 100% over budget for **Petty Cash**. This reflects the issuance of petty cash funds for summer activities. Reconciliation of funds when returned.

\$9,576 or 22.71% over budget for **Service Contracts - Facilities**. The annual budget of \$46,311 is adequate, just not evenly spread over 12 mos resulting in timing difference.

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

Commodities/Supplies are over budget only \$26,217 or 15.46% for FY23 YTD, and \$55,398 or 39.45% over FY22 YTD. This reflects increased activity from COVID improvement.

Utilities are over budget \$17,851 or 19.19% for FY23 YTD, and \$33,337 or 43.04% over FY22 YTD. This also reflects increased activity from COVID improvement.

Periodic/Routine Maintenance is less than budgeted \$4,120 or 28.17% for FY23 YTD and \$10,222 or 3,605.48% higher than FY22 YTD.

Net Surplus/Deficit is \$12,341 or 1.20% less than budgeted for FY23 YTD and \$79,335 or 8.50% higher than FY22 YTD.

Champaign Park District
 Quarter 1, FY2022-2023
 Financials w Variance Analysis

10/05/2022 REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
 QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Act'I				YTD Budgvs.		Prior YTD Act'I	Prior Yr Encumb	Prior YTD Act' (+		Prior YTD Enc	Budget Vs. Act'I	
	Original	Budg	%of Annual	YTD Budg	YTD Act'I	YTD Encumb	+YTD Enumb	YTD Act'I			%Over	+Enc		or Under	+ Encumb
Fund 02 - RECREATION															
Revenues															
PROPERTY TAX REVENUE															
0241010	PROPERTY TAXES	2,546,500.00	50.97	1,261,444.61	1,298,032.73	0.00	1,298,032.73			1,218,265.35	0.00	1,218,265.35			
PROPERTY TAX REVENUE		2,546,500.00	50.97	1,261,444.61	1,298,032.73	0.00	1,298,032.73	36,588.12	2.90%	1,218,265.35	0.00	1,218,265.35	79,767.38	6.55%	
INTEREST INCOME															
0243030	INTEREST	20,000.00	68.93	5,345.47	13,785.46	0.00	13,785.46			436.91	0.00	436.91			
INTEREST INCOME		20,000.00	68.93	5,345.47	13,785.46	0.00	13,785.46	8,439.99	157.89%	436.91	0.00	436.91	13,348.55	3055.22%	
SPECIAL RECEIPTS															
0244100	RENTALINCOME	185,721.00	26.95	46,501.63	50,056.34	0.00	50,056.34	3,554.71	7.64%	46,264.50	0.00	46,264.50	3,791.84	8.20%	
0246150	SPECIAL RECEIPTS	44,461.00	15.20	5,651.86	6,757.00	0.00	6,757.00	1,105.14	19.55%	352.00	0.00	352.00	6,405.00	1819.60%	
0246160	OTHER REIMBURSEMENTS	12,290.00	51.26	966.71	6,300.00	0.00	6,300.00	5,333.29	551.69%	68.00	0.00	68.00	6,232.00	9164.71%	
SPECIAL RECEIPTS		242,472.00	26.03	53,120.20	63,113.34	0.00	63,113.34	9,993.14	18.81%	46,684.50	0.00	46,684.50	16,428.84	35.19%	
CONTRIBUTIONS/SPONSORSHIPS															
0247100	SPONSORSHIPS	0.00	100.00	0.00	3,250.00	0.00	3,250.00			0.00	0.00	0.00			
0247105	DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
CONTRIBUTIONS/SPONSORSHIPS		0.00	100.00	0.00	3,250.00	0.00	3,250.00	3,250.00	100.00%	0.00	0.00	0.00	3,250.00	100.00%	
CAPITAL GRANTS															
0247200	GRANT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
CAPITAL GRANTS		0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
CHARGE FOR SERVICE REVENUE															
0242100	SEASON TICKET SALES	106,843.00	118.95	89,378.14	127,090.00	0.00	127,090.00			83,112.23	0.00	83,112.23			
0242105	DAILY ADMISSION SALES	278,302.00	82.52	210,419.51	229,662.01	0.00	229,662.01			180,108.13	0.00	180,108.13			
0248110	BALL MACHINE USAGE	1,895.00	1.53	64.84	29.00	0.00	29.00			120.00	0.00	120.00			
0248111	RANDOM COURT TIME	88,410.00	4.30	1,741.78	3,805.26	0.00	3,805.26			2,093.10	0.00	2,093.10			
0248112	PRIVATE LESSONS	37,325.00	11.56	4,756.09	4,313.50	0.00	4,313.50			5,239.00	0.00	5,239.00			
0248115	RACQUET STRINGING	1,795.00	10.03	213.26	180.00	0.00	180.00			221.00	0.00	221.00			
0248120	VENDING MACHINE SALES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
0249115	PROGRAM FEES	971,653.00	43.35	425,339.86	421,194.94	0.00	421,194.94			326,887.96	0.00	326,887.96			
0249116	VENDOR PORTION OF INCOME	(44,488.00)	12.97	(11,169.74)	(5,768.80)	0.00	(5,768.80)			(11,864.00)	0.00	(11,864.00)			
0249175	SPECIAL EVENTS	350.00	35.71	24.17	125.00	0.00	125.00			96.49	0.00	96.49			
0249260	MEMBERSHIP FEES	156,060.00	29.74	49,113.94	46,408.23	0.00	46,408.23			20,461.59	0.00	20,461.59			
CHARGE FOR SERVICE REVENUE		1,598,145.00	51.75	769,881.85	827,039.14	0.00	827,039.14	57,157.29	7.42%	606,475.50	0.00	606,475.50	220,563.64	36.37%	
MERCHANDISE/CONCESSION REV															
0248100	CONCESSION REVENUE	143,800.00	67.73	110,189.93	97,396.75	0.00	97,396.75			60,299.48	0.00	60,299.48			
0248105	MERCHANDISE FOR RESALE	6,000.00	2.98	535.34	178.54	0.00	178.54			1,034.25	0.00	1,034.25			
0248239	MERCHANDISE FOR RESALE	500.00	8.00	0.00	40.00	0.00	40.00			0.00	0.00	0.00			
0248392	MERCHANDISE FOR RESALE	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
MERCHANDISE/CONCESSION REV		150,300.00	64.95	110,725.27	97,615.29	0.00	97,615.29	{13,109.98}	-11.84%	61,333.73	0.00	61,333.73	36,281.56	59.15%	
OPERATING GRANTS															
0247205	GRANT PROCEEDS - LOCAL	8,950.00	80.15	2,237.49	7,173.33	0.00	7,173.33			0.00	0.00	0.00			
OPERATING GRANTS		8,950.00	80.15	2,237.49	7,173.33	0.00	7,173.33	4,935.84	220.60%	0.00	0.00	0.00	7,173.33	100.00%	
TOTAL REVENUES		4,566,367.00	50.59	2,202,754.89	2,310,009.29	0.00	2,310,009.29	107,254.40	4.87%	1,933,195.99	0.00	1,933,195.99	376,813.30	19.49%	

Expenditures

Champaign Park District
 Quarter 1, FY2022-2023
 Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
 QUARTER 1, FYE2023

FUND ACC# DESCRIPTION	FYE2023		YTD Act'l				YTD Budgvs.		Prior YTD Act'l +		Prior YTD		
	Original	% of Annual Budget Used	Budget	YTD Act'l	YTD Encumb	+YTD Enumb	YTD Act'l +Enc	% Ver or Under	Prior YTD Act'l	Prior Yr Encumb	Prior YTD Enc	Budget Vs. Act'l + Encumb	% Over or Under
SALARIES AND WAGES													
02 70201 FULL-TIME SALARIES AND WAGES	1,111,280.00	20.22	289,098.50	224,661.97	0.00	224,661.97	64,436.53	22.29%	231,913.36	0.00	231,913.36	7,251.39	3.13%
02 70202 PART-TIME SEASONAL WAGES	1,460,115.20	39.02	445,584.83	569,778.57	0.00	569,778.57	(124,193.74)	-27.87%	421,176.36	0.00	421,176.36	(143,602.21)	-35.28%
SALARIES AND WAGES	2,571,395.20	30.90	734,683.33	794,440.54	0.00	794,440.54			653,089.72	0.00	653,089.72		
FRINGE BENEFITS													
02 53132 DENTAL INSURANCE	5,767.00	14.50	1,158.79	836.38	0.00	836.38			999.22	0.00	999.22		
02 53133 MEDICAL HEALTH INSURANCE	159,811.00	17.44	35,790.42	27,873.41	0.00	27,873.41			29,313.77	0.00	29,313.77		
02 53134 LIFE INSURANCE	2,400.00	36.96	414.66	887.09	0.00	887.09			0.00	0.00	0.00		
02 53137 EMPLOYEE ASSISTANCE PROGRAM	660.00	19.39	166.08	128.00	0.00	128.00			121.65	0.00	121.65		
02 83003 ALLOWANCES/REIMBURSEMENTS	19,790.00	25.71	5,320.36	5,088.18	0.00	5,088.18			3,619.61	0.00	3,619.61		
FRINGE BENEFITS	188,428.00	18.48	42,850.31	34,813.06	0.00	34,813.06	8,037.25	18.76%	34,054.25	0.00	34,054.25	(758.81)	-2.23%
CONTRACTUAL													
02 54201 POSTAGE AND MAILING	231.00	144.15	78.01	332.98	0.00	332.98			505.40	0.00	505.40		
02 54202 PRINTING AND DUPLICATING	4,700.00	80.37	1,160.11	3,777.60	0.00	3,777.60			1,194.86	25.00	1,219.86		
02 54204 STAFF MEETINGS	230.00	0.00	65.01	0.00	0.00	0.00			0.00	0.00	0.00		
02 54205 LEGAL PUBLICATIONS/NOTICES	100.00	50.00	0.00	50.00	0.00	50.00			0.00	0.00	0.00		
02 54206 ADVERTISING/PUBLICITY	8,985.00	18.01	1,166.04	805.17	813.00	1,618.17			167.58	0.00	167.58		
02 54207 STAFF TRAINING	22,529.00	39.38	11,413.98	6,816.68	2,056.25	8,872.93			16,872.00	0.00	16,872.00		
02 54208 MEMBERSHIPS, DUES AND FEES	15,538.00	101.68	8,925.23	15,799.00	0.00	15,799.00	(6,873.77)	-77.02%	8,354.00	0.00	8,354.00		
02 54209 CONFERENCE AND TRAVEL	9,800.00	15.19	50.00	1,488.49	0.00	1,488.49			0.00	0.00	0.00		
02 54215 PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
02 54234 LANDFILL FEES	2,875.00	59.34	1,212.89	1,706.02	0.00	1,706.02			790.29	0.00	790.29		
02 54236 AUTO ALLOWANCE	500.00	0.00	163.97	0.00	0.00	0.00			53.54	0.00	53.54		
02 54241 VEHICLE REPAIR	2,900.00	0.00	461.99	0.00	0.00	0.00			786.00	0.00	786.00		
02 54242 EQUIPMENT REPAIR	16,800.00	85.37	5,682.53	14,341.83	0.00	14,341.83	(8,659.30)	-152.38%	5,090.67	0.00	5,090.67		
02 54245 BUILDING REPAIR	29,086.00	32.16	10,086.90	9,354.69	0.00	9,354.69			8,059.61	392.00	8,451.61		
02 54250 EQUIPMENT RENTAL	6,919.00	36.69	1,723.37	624.60	1,914.12	2,538.72			925.60	(350.40)	575.20		
02 54251 RENTAL FACILITIES	3,685.00	13.43	0.00	0.00	495.00	495.00			0.00	0.00	0.00		
02 54253 PEST CONTROL	4,420.00	21.65	1,331.87	775.00	182.00	957.00			1,015.00	182.00	1,197.00		
02 54254 SERVICE CONTRACTS	23,010.00	14.89	3,738.27	3,425.32	0.00	3,425.32			968.70	0.00	968.70		
02 54255 LICENSE AND FEES	1,831.00	41.04	705.76	711.50	40.00	751.50			239.00	0.00	239.00		
02 54260 SERVICE CONTRACTS-FACILITIES	46,311.00	33.37	5,876.15	15,452.39	0.00	15,452.39	(9,576.24)	-162.97%	4,436.86	1,603.42	6,040.28		
02 54261 SERVICE CONTRACTS-GROUNDS	2,000.00	65.00	1,444.77	1,300.00	0.00	1,300.00			873.00	0.00	873.00		
02 54264 CELL PHONE EXPENSE	3,156.00	42.37	1,059.31	1,337.35	0.00	1,337.35			1,042.35	0.00	1,042.35		
02 54265 SUBSCRIPTIONS	670.00	39.40	462.34	264.00	0.00	264.00			80.00	0.00	80.00		
02 54270 PERSONNEL COSTS	39,700.00	46.84	7,400.75	18,594.10	0.00	18,594.10	(11,193.35)	-151.25%	10,976.32	0.00	10,976.32		
02 54271 PETTY CASH	0.00	100.00	0.00	4,800.00	0.00	4,800.00	(4,800.00)	#DIV/0!	4,400.00	0.00	4,400.00		
02 54280 OTHER CONTRACTUAL SERVICES	1,537.00	93.22	266.08	1,432.79	0.00	1,432.79			0.00	0.00	0.00		
02 54281 CONTRACTUAL PERSONNEL	23,141.00	59.61	5,650.68	13,440.00	353.26	13,793.26	(8,142.58)	-144.10%	7,830.00	0.00	7,830.00		
02 54282 INTERN STIPEND	5,400.00	0.00	583.78	0.00	0.00	0.00			0.00	0.00	0.00		
02 54285 CONTRACTUAL ENTERTAINMENT	1,200.00	102.08	298.46	1,025.00	200.00	1,225.00			177.55	0.00	177.55		
02 54299 FIELDSPECIAL TRIPS	49,981.00	7.70	27,628.18	3,847.27	0.00	3,847.27	23,780.91	86.07%	941.00	0.00	941.00		
02 59412 PROPERTY/SALES TAX	17,098.00	57.47	12,555.93	9,826.91	0.00	9,826.91			6,194.42	0.00	6,194.42		
02 59414 CREDIT CARD FEES	42,000.00	32.16	11,769.22	13,506.79	0.00	13,506.79			10,668.83	0.00	10,668.83		
CONTRACTUAL	386,333.00	39.06	122,961.58	144,835.48	6,053.63	150,889.11	(27,927.53)	-22.71%	92,642.58	1,852.02	94,494.60	(56,394.51)	-59.68%
COMMODITIES/SUPPLIES													
02 55301 OFFICE SUPPLIES	5,800.00	21.31	1,678.53	1,236.05	0.00	1,236.05			1,704.67	0.00	1,704.67		
02 55303 DUPLICATING SUPPLIES	3,025.00	5.04	1,085.23	152.49	0.00	152.49			356.80	0.00	356.80		
02 55307 BOOKS AND MANUSCRIPTS	728.00	0.00	45.87	0.00	0.00	0.00			88.00	0.00	88.00		
02 55308 FIRST AID/MEDICAL SUPPLIES-POOL SPECIFIC	2,700.00	86.64	1,361.69	2,339.38	0.00	2,339.38			6,373.76	0.00	6,373.76		
02 55315 STAFF UNIFORMS	17,571.00	86.26	13,943.83	15,156.74	0.00	15,156.74			6,161.33	0.00	6,161.33		
02 55316 PARTICIPANT UNIFORMS	14,647.00	56.84	2,852.59	8,325.82	0.00	8,325.82			2,633.91	(774.20)	1,859.71		
02 55320 BUILDING MAINTENANCE SUPPLIES	33,450.00	36.22	8,782.84	12,115.42	0.00	12,115.42			7,658.52	0.00	7,658.52		

Champaign Park District
Quarter I, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC# DESCRIPTION	FYE2023		YTD Budg	YTD Act'I	YTD Encumb	YTD Act'I +YTD Encumb	YTD Budgvs.		Prior YTD Act'I	Prior Yr Encumb	Prior YTD Enc	Prior YTD	
	Original Budg	% of Annual Budg Used					+Enc	% Over or Under				Budget Vs. Act'I + Encumb	% Over or Under
02 55321 LANDSCAPE SUPPLIES	13,000.00	21.91	6,255.02	2,847.85	0.00	2,847.85			10,809.97	0.00	10,809.97		
02 55322 CLEANING /ANTIORIAL SUPPLIES	21,884.00	32.69	6,047.17	7,118.90	34.90	7,153.80			9,573.52	0.00	9,573.52		
02 55325 EQUIPMENT AND TOOLS	2,200.00	29.04	601.09	638.82	0.00	638.82			914.06	0.00	914.06		
0255327 VEHICLE/EQUIPMENT REPAIR PARTS	2,000.00	95.23	485.24	1,904.68	0.00	1,904.68			144.86	0.00	144.86		
02 55329 OFFICE/ EQUIPMENT VALUE <\$10000	8,000.00	0.00	2,000.01	0.00	0.00	0.00			0.00	0.00	0.00		
02 55330 GAS/FUEL, GREASE AND OIL	12,250.00	37.09	4,290.98	4,543.57	0.00	4,543.57			3,270.08	0.00	3,270.08		
02 55331 CHEMICALS	61,000.00	92.08	42,843.49	56,168.36	0.00	56,168.36			45,134.81	0.00	45,134.81		
02 55332 PAINTS	10,700.00	78.08	3,189.21	8,354.31	0.00	8,354.31			5,009.60	0.00	5,009.60		
02 55333 PLANT MATERIALS	1,000.00	0.00	432.21	0.00	0.00	0.00			143.08	0.00	143.08		
02 55348 FLOWERS AND CARDS	600.00	0.00	175.00	0.00	0.00	0.00			0.00	0.00	0.00		
02 55349 PLAQUES, AWARDS AND PRIZES	8,370.00	20.70	1,629.15	1,732.20	0.00	1,732.20			941.21	0.00	941.21		
02 55350 RECREATION/PROGRAM SUPPLIES	68,230.00	31.06	15,827.04	21,170.01	24.83	21,194.84			9,289.01	0.00	9,289.01		
02 55353 INNOVATION CENTER SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
02 55354 FOOD SUPPLIES	21,714.00	16.52	3,057.89	3,588.10	0.00	3,588.10			988.49	0.00	988.49		
02 55360 MERCHANDISE FOR RESALE	71,772.00	67.40	53,023.04	48,371.92	0.00	48,371.92			30,004.43	0.00	30,004.43		
COMMODITIES/SUPPLIES	380,641.00	51.45	169,607.12	195,764.62	59.73	195,824.35	(26,217.23)	-15.46%	141,200.11	(774.20)	140,425.91	(55,398.44)	-39.45%
UTILITIES													
02 56230 SANITARY FEES AND CHARGES	8,262.00	6.48	922.18	535.57	0.00	535.57			833.73	0.00	833.73		
02 56231 GAS AND ELECTRICITY	303,500.00	22.05	56,363.72	66,909.29	0.00	66,909.29			45,085.65	0.00	45,085.65		
02 56232 WATER	106,248.00	37.22	30,980.52	39,547.33	0.00	39,547.33			27,383.23	0.00	27,383.23		
02 56233 TELECOM M EXPENSE	24,961.00	15.49	4,740.24	3,865.56	0.00	3,865.56			4,217.98	(17.00)	4,200.98		
UTILITIES	442,971.00	25.03	93,006.66	110,857.75	0.00	110,857.75	(17,851.09)	-19.19%	77,520.59	(17.00)	77,503.59	(33,354.16)	-43.04%
ROUTINE/PERIODIC MAINTENANCE													
02 58001 PERIODIC MAINTENANCE	43,500.00	19.58	10,875.00	8,516.53	0.00	8,516.53			283.50	0.00	283.50		
02 58002 ROUTINE MAINTENANCE	15,000.00	13.26	3,750.00	1,988.50	0.00	1,988.50			0.00	0.00	0.00		
ROUTINE/PERIODIC MAINTENANCE	58,500.00	17.96	14,625.00	10,505.03	0.00	10,505.03	4,119.97	28.17%	283.50	0.00	283.50	(10,221.53)	-3605.48%
TRANSFERS TO OTHER FUNDS													
02 59409 TRANSFERS TO OTHER FUNDS	590,000.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
TRANSFERS TO OTHER FUNDS	590,000.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
TOTAL EXPENDITURES	4,618,268.20	28.09	1,177,734.00	1,291,216.48	6,113.36	1,297,329.84	(119,595.84)	-10.15%	998,790.75	1,060.82	999,851.57	(297,478.27)	-29.75%
Fund 02 • RECREATION:													
TOTAL REVENUES	4,566,367.00	50.59	2,202,754.89	2,310,009.29	0.00	2,310,009.29	107,254.40	4.87%	1,933,195.99	0.00	1,933,195.99	376,813.30	19.49%
TOTAL EXPENDITURES	4,618,268.20	28.09	1,177,734.00	1,291,216.48	6,113.36	1,297,329.84	(119,595.84)	-10.15%	998,790.75	1,060.82	999,851.57	(297,478.27)	-29.75%
NET OF REVENUES & EXPENDITURES	(51,901.20)	1,951.17	1,025,020.89	1,018,792.81	(6,113.36)	1,012,679.45	(12,341.44)	-1.20%	934,405.24	(1,060.82)	933,344.42	79,335.03	8.50%

Champaign Park District
Quarter 1, FYE 2023
Variance Analysis

FUND 03 Museum Fund

Revenue is \$202,315 or 13.53% under FY23 YTD Budget and \$25,111 or 1.98% over FY22 YTD, for the 1st Quarter.

Property Tax receipts were budgeted assuming receipt of payments in the early months of the Fiscal Year. However, through Q1 FY23, we have received \$26,858 or 2.90% greater (earlier) than anticipated. It is still expected that total Property Tax Revenues will ultimately be in line with budgeted levels. Property Tax receipts are \$6,405 or 0.68% greater than YTD FY22.

Interest income is \$8,739 or 138.74% greater than budgeted for FY23 YTD and \$14,540 or 2,913.84% greater than FY22 YTD. This results from swiftly rising rates and higher balances invested.

Rental Income, Special Receipts and Other Reimbursements are less than budgeted for FY23 YTD by \$4,643 or 42.82% and over FY22 YTD by \$5,113 or 470.76%. This results primarily from Rental Income below budget at the Virginia Theatre and for the District's Showmobile.

Donations and Sponsorships are at budget for FY23 YTD and \$20,246 or 166.12% over versus FY22 YTD actual.

Charge for Service Revenue is \$216,931 or 45.71% less than budgeted for FY23 YTD and \$51,364 or 16.62% less than FY22 YTD.

Pottery/Clay Studio over FY23 YTD budget \$13,019 or 90.29%.

Youth Theatre over FY23 YTD budget \$6,441 or 22.95%.

Ballet programs are under FY23 YTD budget \$2,922 or 22.95%

Afterschool/Daycamp Creative Kids programs are under FY23 YTD budget \$24,192 or 30.97%.

VT House Events are under FY23 YTD budget \$43,804 or 28.54%.

VT Facilities Events are under FY23 YTD budget \$156,088,744 or 112.69%.

VT Films are under FY23 YTD budget \$3,419 or 44.82%

VT Cultural Arts are under FY23 YTD budget \$2,876 or 31.50%

Merchandise and Concessions are \$15,626 or 34.12% below FY23 YTD budget and \$30,172 or 100% above FY22 YTD.

Expenditures are \$24,611 or 3.85% under FY23 YTD budget and \$267,602 or 78.15% above YTD FY22. This results primarily from open positions in the current year and comparison to prior year when COVID was reducing all staffing and activity.

Full-Time Salaries are \$18,641 or 10.50% below FY23 YTD budget, and \$27,163 or 20.63% greater than FY22 YTD. Open positions.

Part-Time wages are over FY23 YTD budget by \$5,635 or 3.96% and over FY22 \$47,567 or 47.42% above FY22 YTD. This reflects the effects of the pandemic in FY22 and the quick recovery of programming in FY23 YTD.

Fringes are \$5,349 or 24.55% over FY23 YTD budget, and \$8,167 or 43.06% above FY22 YTD.

Contractual expenditures are \$2,752 or 1.26% over budget for FY23 YTD, and \$166,578 or 333.79% over FY22 YTD. This reflects the restoration of programming post-pandemic.

Commodities/Supplies are under budget \$7,929 or 20.43% for FY23 YTD, and \$6,622 or 27.30% over FY22 YTD.

Utilities are on budget for FY23 YTD, and \$13,506 or 92.53% over FY22 YTD.

Periodic Maintenance has no activity in FY23 YTD or FY22 YTD. Therefore, FY23 YTD is \$12,194 or 100.00% below budget and \$2,000 or 100.00% under FY22 YTD.

Net Surplus/(Deficit) is \$177,703 or 20.76% more than budgeted for FY23 YTD and \$242,491 or 26.43% more than FY22 YTD.

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC- DESCRIPTION	FYE2023		YTD Budg	YTDAct'I	YTD Encumb	YTDAct'I +YTDEnumb	YTD Budgvs.		Prior YTD Act')	Prior Yr Encumb	PriorYTD		%Over or Under
	Original Budg	%of Annual Budg Used					YTDAct'I +Enc	%Over or Under			Budgt Vs. Act')	%Over or Under	
Fund 03 - MUSEUM													
Revenues													
PROPERTY TAX REVENUE													
03 41010 PROPERTY TAXES	1,866,700.00	50.98	924,696.12	951,554.33	0.00	951,554.33			945,149.29	0.00	945,149.29		
PROPERTY TAX REVENUE	1,866,700.00	50.98	924,696.12	951,554.33	0.00	951,554.33	26,858.21	2.90%	945,149.29	0.00	945,149.29	6,405.04	0.68%
INTEREST INCOME													
03 43030 INTEREST	25,175.00	59.74	6,299.04	15,038.48	0.00	15,038.48			498.98	0.00	498.98		
INTEREST INCOME	25,175.00	59.74	6,299.04	15,038.48	0.00	15,038.48	8,739.44	138.74%	498.98	0.00	498.98	14,539.50	2913.84%
SPECIAL RECEIPTS													
03 44100 RENTAL INCOME	24,500.00	19.34	8,895.37	4,737.50	0.00	4,737.50			1,010.00	0.00	1,010.00		
0346150 SPECIAL RECEIPTS	9,699.00	15.06	1,945.76	1,461.00	0.00	1,461.00			76.00	0.00	76.00		
03 46160 OTHER REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
SPECIAL RECEIPTS	34,199.00	18.12	10,841.13	6,198.50	0.00	6,198.50	(4,642.63)	-42.82%	1,086.00	0.00	1,086.00	5,112.50	470.76%
CONTRIBUTIONS/SPONSORSHIPS													
0347100 SPONSORSHIPS	61,800.00	50.60	31,086.54	31,268.57	0.00	31,268.57			10,000.00	0.00	10,000.00		
03 47105 DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
0347258 DONATIONS	3,250.00	35.85	1,721.58	1,165.12	0.00	1,165.12			2,187.44	0.00	2,187.44		
CONTRIBUTIONS/SPONSORSHIPS	65,050.00	49.86	32,808.12	32,433.69	0.00	32,433.69	(37*1.43)	-1.14%	12,187.44	0.00	12,187.44	20,246.25	166.12%
CAPITAL GRANTS													
03 47200 GRANT PROCEEDS	12,100.00	0.00	337.50	0.00	0.00	0.00			0.00	0.00	0.00		
CAPITAL GRANTS	12,100.00	0.00	337.50	0.00	0.00	0.00			0.00	0.00	0.00		
CHARGE FOR SERVICE REVENUE													
03 42100 SEASON TICKET SALES	3,600.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
0347111 RESTORATION FEE	0.00	100.00	0.00	3,927.00	(3,927.00)	0.00			3,161.75	0.00	3,161.75		
0348120 VENDING MACHINE SALES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
03 49115 PROGRAM FEES	1,637,633.00	27.53	545,931.43	450,805.49	0.00	450,805.49			306,713.50	0.00	306,713.50		
0349116 VENDOR PORTION OF INCOME	(524,420.00)	36.83	(71,364.07)	(193,169.41)	0.00	(193,169.41)			(875.00)	0.00	(875.00)		
03 49175 SPECIAL EVENTS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
CHARGE FOR SERVICE REVENUE	1,116,813.00	23.07	474,567.36	261,563.08	(3,927.00)	257,636.08	(216,931.28)	-45.71%	309,000.25	0.00	309,000.25	(51,364.17)	-16.62%
MERCHANDISE/CONCESSION REV													
0348100 CONCESSION REVENUE	120,625.00	23.00	45,593.30	27,741.25	0.00	27,741.25			0.00	0.00	0.00		
03 48239 MERCHANDISE FOR RESALE	6,500.00	37.40	156.10	2,431.00	0.00	2,431.00			0.00	0.00	0.00		
03 48257 MERCHANDISE FOR RESALE	75.00	0.00	49.18	0.00	0.00	0.00			0.00	0.00	0.00		
MERCHANDISE/CONCESSION REV	127,200.00	23.72	45,798.58	30,172.25	0.00	30,172.25	(15,626.33)	-34.12%	0.00	0.00	0.00	30,172.25	100.00%
TOTAL REVENUES	3,247,237.00	39.82	1,495,347.85	1,296,960.33	(3,927.00)	1,293,033.33	(202,314.52)	-13.53%	1,267,921.96	0.00	1,267,921.96	25,111.37	1.98%
Expenditures													
SALARIES AND WAGES													
03 70201 FULL-TIME SALARIES AND WAGES	659,141.00	24.10	177,461.03	158,820.38	0.00	158,820.38	18,640.65	10.50%	131,657.77	0.00	131,657.77	(27,162.61)	-20.63%
03 70202 PART-TIME SEASONAL WAGES	497,774.00	29.71	142,233.29	147,867.96	0.00	147,867.96	(5,634.67)	-3.96%	100,300.74	0.00	100,300.74	(47,567.22)	-47.42%
03 70301 OFFICE STAFF/SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
03 70901 CUSTODIAL	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
03 70902 CUSTODIAL OF	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
03 80303 PT OFFICE STAFF/SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
03 80903 PT BUILDING SERVICE WORKER	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
03 81403 PT INSTRUCTOR	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		

Champaign Park District
 Quarter 1, FY2022-2023
 Financials w Variance Analysis

10/05/2022 REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
 QUARTER 1, FYE2023

FUND ACC<< DESCRIPTION	FYE2023		YTD Budg	YTDAct'I	YTD Encumb	YTDAct'I +YTD Enumb	YTD Budgvs.		Prior YTD Act'I	Prior Yr Encumb	Prior YTD Enc	PriorYTD	
	Original	Budg					%of Annual	%Over				Budgt Vs. Act'I	%Over
		Budg Used					+Enc	or Under				+ Encumb	or Under
SALARIES AND WAGES	1,156,915.00	26.51	319,694.32	306,688.34	0.00	306,688.34			231,958.51	0.00	231,958.51		
FRINGE BENEFITS													
03 53132 DENTAL INSURANCE	3,000.00	23.23	580.72	696.84	0.00	696.84			447.09	0.00	447.09		
03 53133 MEDICAL HEALTH INSURANCE	90,000.00	25.14	19,477.92	22,630.07	0.00	22,630.07			15,289.63	a.co	15,289.63		
03 53134 LIFE INSURANCE	1,425.00	42.33	255.18	603.18	a.co	603.18			0.00	0.00	a.co		
03 53137 EMPLOYEE ASSISTANCE PROGRAM	410.00	29.14	102.24	119.46	a.co	119.46			105.43	a.co	105.43		
03 83003 ALLOWANCES/REIMBURSEMENTS	5,650.00	54.62	1,370.23	3,086.21	a.co	3,086.21			3,126.56	a.co	3,126.56		
FRINGE BENEFITS	100,485.00	27.00	21,786.29	27,135.76	a.co	27,135.76	(5,349.47)	-24.55%	18,968.71	a.co	18,968.71	(8,167.05)	-43.06%
CONTRACTUAL													
03 54201 POSTAGE AND MAILING	5,924.00	7.80	2,658.63	461.78	a.co	461.78			80.00	26.95	106.95		
03 54202 PRINTING AND DUPLICATING	21,216.00	12.92	5,587.78	2,740.96	a.co	2,740.96			16.05	a.co	16.05		
03 54204 STAFF MEETING	a.co	a.co	a.co	a.co	a.co	a.co			a.co	a.co	a.co		
03 54205 LEGAL PUBLICATIONS/NOTICES	64.00	a.co	15.99	a.co	a.co	a.co			a.co	a.co	a.co		
03 54206 ADVERTISING/PUBLICITY	55,207.00	24.51	14,063.02	11,278.61	2,255.00	13,533.61			1,302.15	a.co	1,302.15		
03 54207 STAFF TRAINING	1,500.00	26.36	366.67	395.43	a.co	395.43			105.00	a.co	105.00		
03 54208 MEMBERSHIPS, DUES AND FEES	2,505.00	31.81	676.81	796.76	a.co	796.76			36.00	a.co	36.00		
03 54209 CONFERENCE AND TRAVEL	1,700.00	a.co	144.00	a.co	a.co	a.co			a.co	a.co	a.co		
03 54215 PROFESSIONAL FEES	500.00	176.35	275.79	851.73	a.co	881.73			300.00	a.co	300.00		
03 54220 INSURANCE EXPENSE	a.co	a.co	a.co	a.co	a.co	a.co			a.co	a.co	a.co		
03 54234 LANDFILL FEES	5,473.00	26.00	2,507.73	1,423.19	a.co	1,423.19			1,759.87	a.co	1,759.87		
03 54241 VEHICLE REPAIR	a.co	a.co	a.co	a.co	a.co	a.co			a.co	a.co	a.co		
03 54242 EQUIPMENT REPAIR	5,000.00	10.35	1,575.62	517.50	a.co	517.50			a.co	a.co	a.co		
03 54245 BUILDING REPAIR	13,250.00	7.55	3,916.14	1,000.00	a.co	1,000.00			1,069.78	a.co	1,069.78		
03 54250 EQUIPMENT RENTAL	60,610.00	24.95	11,184.67	14,625.01	500.00	15,125.01			1,261.30	a.co	1,261.30		
03 54251 RENTAL FACILITIES	38,205.00	48.98	13,024.86	12,864.40	5,850.00	18,714.40			12,864.40	(650.00)	12,214.40		
03 54253 PEST CONTROL	1,435.00	27.54	337.63	395.22	a.co	395.22			316.69	a.co	316.69		
03 54254 SERVICE CONTRACTS	6,260.00	22.78	1,096.13	1,425.91	a.co	1,425.91			608.78	a.co	608.78		
03 54255 LICENSE AND FEES	19,900.00	41.71	6,855.60	8,300.00	a.co	8,300.00			20.00	a.co	20.00		
03 54260 SERVICE CONTRACTS-FACILITIES	57,643.00	31.91	12,247.08	18,393.67	a.co	18,393.67			8,025.32	6,707.14	14,732.46		
03 54264 CELL PHONE EXPENSE	a.co	a.co	a.co	a.co	a.co	a.co			a.co	a.co	a.co		
03 54265 SUBSCRIPTIONS	156.00	a.co	156.00	a.co	a.co	a.co			a.co	a.co	a.co		
03 54270 PERSONNEL COSTS	18,000.00	34.68	3,439.87	6,241.96	a.co	6,241.96			3,226.58	a.co	3,226.58		
03 54271 PETTY CASH	a.co	100.00	a.co	100.00	a.co	100.00			100.00	a.co	100.00		
03 54280 OTHER CONTRACTUAL SERVICES	48,260.00	27.42	12,988.28	10,480.36	2,750.25	13,230.61			2,573.00	a.co	2,573.00		
03 54281 CONTRACTUAL PERSONNEL	30,454.00	37.63	9,141.63	11,459.40	a.co	11,459.40			4,082.60	a.co	4,082.60		
03 54285 CONTRACTUAL ENTERTAINMENT	286,430.00	30.68	101,334.70	78,992.99	8,888.89	87,881.88			6,447.50	(522.50)	5,925.00		
03 54292 SCHOLARSHIPS	a.co	a.co	a.co	a.co	a.co	a.co			a.co	a.co	a.co		
03 54299 FIELD/SPECIAL TRIPS	3,000.00	4.20	1,251.54	a.co	126.00	126.00			a.co	a.co	a.co		
03 59412 PROPERTY/SALES TAX	11,460.00	24.55	4,347.95	2,813.15	a.co	2,813.15			a.co	0.00	a.co		
03 59414 CREDIT CARD FEES	44,150.00	36.44	10,098.08	16,086.17	a.co	16,086.17			5,710.23	a.co	5,710.23		
CONTRACTUAL	738,302.00	30.08	219,292.20	201,674.20	20,370.14	222,044.34	(2,752.14)	-1.26%	49,905.25	5,561.59	55,466.84	(166,577.50)	-300.32%
COMMODITIES/SUPPLIES													
03 55301 OFFICE SUPPLIES	2,950.00	8.91	797.96	262.98	a.co	262.98			208.79	a.co	208.79		
03 55302 ENVELOPES AND STATIONARY	500.00	a.co	333.33	a.co	a.co	a.co			a.co	a.co	a.co		
03 55303 DUPLICATING SUPPLIES	700.00	6.57	78.33	45.99	a.co	45.99			a.co	a.co	a.co		
03 55305 PHOTOGRAPHIC SUPPLIES	70.00	a.co	43.56	a.co	a.co	a.co			60.67	a.co	60.67		
03 55307 BOOKS AND MANUSCRIPTS	a.co	a.co	a.co	a.co	a.co	a.co			199.40	a.co	199.40		
03 55308 FIRST AID/MEDICAL SUPPLIES	800.00	62.58	467.87	500.63	a.co	500.63			511.06	a.co	511.06		
03 55315 STAFF UNIFORMS	1,154.00	68.56	795.82	791.21	a.co	791.21			283.80	a.co	283.80		
03 55316 PARTICIPANT UNIFORMS	2,580.00	42.62	1,353.03	1,099.48	a.co	1,099.48			803.60	a.co	803.60		
03 55320 BUILDING MAINTENANCE SUPPLIES	18,425.00	9.26	7,200.30	1,706.32	a.co	1,706.32			8,105.45	a.co	8,105.45		
03 55321 LANDSCAPE SUPPLIES	100.00	a.co	a.co	a.co	a.co	a.co			99.21	a.co	99.21		
03 55322 CLEANING /ANITORIAL SUPPLIES	7,120.00	20.56	1,619.68	1,463.73	a.co	1,463.73			1,088.38	a.co	1,088.38		

Champaign Park District
 Quarter 1, FY2022-2023
 Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
 QUARTER 1, FYE2023

FUND ACCY	DESCRIPTION	FYE2023		YTD Budg	YTDAct'I	YTD Encumb	YTDAct'I +YTD Enumb	YTD Budgvs.		Prior YTD Act')	Prior Yr Encumb	Prior YTD Act'I + Prior YTD Enc	PriorYTO	
		Original	Budg					%of Annual Budg Used	+Enc				%Over or Under	Budgt Vs. Act'I + Encumb
03 55327	VEHICLE/EQUIPMENT REPAIR PARTS	1,000.00	0.00	392.65	0.00	0.00	0.00			466.71	0.00	466.71		
03 55329	OFFICE/ EQUIPMENT VALUE <\$10000	1,540.00	0.00	513.33	0.00	0.00	0.00			0.00	0.00	0.00		
03 55330	GASFUEL,GREASE AND OIL	0.00	100.00	0.00	809.99	0.00	809.99			536.12	0.00	536.12		
03 55348	FLOWERS AND CARDS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
03 55349	PLAQUES,AWARDS,PRIZES	7,521.00	7.73	283.96	581.04	0.00	581.04			589.59	0.00	589.59		
03 55350	PROGRAMRECREATION SUPPLIES	54,090.00	22.05	10,473.75	10,122.33	1,806.83	11,929.16			9,391.88	(729.88)	8,662.00		
03 55351	ANIMAL SUPPLIES	1,250.00	44.48	1,057.95	556.06	0.00	556.06			735.87	0.00	735.87		
03 55354	FOOD SUPPLIES	28,472.00	8.63	3,256.41	2,458.53	0.00	2,458.53			34.56	0.00	34.56		
03 55355	ANIMAL FEED	2,500.00	51.52	1,873.63	1,287.98	0.00	1,287.98			1,453.31	0.00	1,453.31		
03 55360	MERCHANDISE FOR RESALE	27,550.00	26.81	8,215.72	6,738.39	646.63	7,385.02			417.47	0.00	417.47		
	COMMODITIES/SUPPLIES	158,322.00	19.50	38,807.28	28,424.66	2,453.46	30,878.12	7,929.16	2043%	24,985.87	(729.88)	24,255.99	(6,622.13)	-27.30%
	UTILITIES													
03 56230	SANITARY FEES	2,539.00	10.43	391.23	264.94	0.00	264.94			110.89	0.00	110.89		
03 56231	GAS AND ELECTRICITY	113,731.00	17.96	19,502.24	20,422.20	0.00	20,422.20			8,904.84	0.00	8,904.84		
03 56232	WATER	15,850.00	20.25	4,189.50	3,209.21	0.00	3,209.21			1,720.31	0.00	1,720.31		
03 56233	TELECOMM EXPENSE	14,410.00	29.19	3,602.49	4,205.77	0.00	4,205.77			3,860.51	0.00	3,860.51		
	UTILITIES	146,530.00	19.18	27,685.46	28,102.12	0.00	28,102.12	(416.66)	-150%	14,596.55	0.00	14,596.55	(13,505.57)	-92.53%
	ROUTINE/PERIODIC MAINTENANCE													
03 58001	PERIODIC MAINTENANCE	48,778.00	0.00	12,194.49	0.00	0.00	0.00	12,194.49	100.00%	2,000.00	0.00	2,000.00	2,000.00	100.00%
	ROUTINE/PERIODIC MAINTENANCE	48,778.00	0.00	12,194.49	0.00	0.00	0.00			2,000.00	0.00	2,000.00		
	TRANSFERS TO OTHER FUNDS													
03 59409	TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
	TRANSFERS TO OTH IR FUNDS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
	TOTAL EXPENDITURES	2,349,332.00	26.17	639,460.04	592,025.08	22,823.60	614,848.68	24,611.36	3.85%	342,414.89	4,831.71	347,246.60	(267,602.08)	-77.06%
	Fund 03 - MUSEUM:													
	TOTAL REVENUES	3,247,237.00	39.82	1,495,347.85	1,296,960.33	(3,927.00)	1,293,033.33	(202,314.52)	-13.53%	1,267,921.96	0.00	1,267,921.96	25,111.37	1.98%
	TOTAL EXPENDITURES	2,349,332.00	26.17	639,460.04	592,025.08	22,823.60	614,848.68	24,611.36	3.85%	342,414.89	4,831.71	347,246.60	(267,602.08)	-77.06%
	NET OF REVENUES & EXPENDITURES	897,905.00	7.53	855,887.81	704,935.25	(26,750.60)	678,184.65	(177,703.16)	-20.76%	925,507.07	(4,831.71)	920,675.36	(242,490.71)	-26.34%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

FUND 04 Liability Insurance

Revenue is \$6,757 or 3.73% over FY23 YTD Budget and \$3,519 or 1.91% over FY22 YTD, for the 1st Quarter.

Property Tax receipts were budgeted assuming receipt of payments in the early months of the Fiscal Year. However, through Q I FY23, we have received \$5,257 or 2.91% greater (earlier) than anticipated. It is still expected that total Property Tax Revenues will ultimately be in line with budgeted levels. Property Tax receipts are \$1,897 or 1.03% greater than YTD FY22.

Interest income is \$1,500 or 557.65% greater than budgeted for FY23 YTD and \$1,622 or 1,097.56% greater than FY22 YTD. This results from swiftly rising rates and higher balances invested.

Expenditures are \$25,159 or 33.95% under FY23 YTD budget and \$4,586 or 9.26% below FY22 YTD. This results primarily from open positions in the current year and comparison to prior year when COVID was reducing all staffing and activity.

Full-Time Salaries are at the FY23YTD budget, and \$3,624 or 29.19% under FY22 YTD. Open positions.

Fringes are on budget and similar to FY22 YTD.

Contractual is 1,735 over budget FY23 YTD and \$2,220 more than FY22 YTD.

Commodities/Supplies are under budget \$1,463 or 100.00% for FY23 YTD, and \$945 or 100.00% under FY22 YTD.

Insurance expenditures are \$6,560 or 15.86% under budget for FY23 YTD but \$9,625 over FY22 YTD.

Repair Projects and Maintenance expenditures are below FY23 YTD budget \$18,451 or 100% and \$12,037 or 149.94% over FY22 YTD. Many projects have not yet started.

Net Surplus/Deficit is \$31,916 or 29.85% over budget for YTD FY23 and \$8,105 or 6.02% more than YTD FY22.

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACCO DESCRIPTION	FYE2023		YTD Budg	YTD Act'l	YTD Encumb	YTD Act'I + YTD Enumb	YTD Budgvs.		Prior YTD Act'l	Prior Yr Encumb	Prior YTD		%Over or Under
	Original	Budg					%of Annual Budg Used	+Enc			%Over or Under	Prior YTD Act'l +	
Fund 04 • LIABILITY INSURANCE													
Revenues													
PROPERTY TAX REVENUE													
0441010	PROPERTY TAXES	364,900.00	50.98	180,758.08	186,015.13	0.00	186,015.13		184,117.90	0.00	184,117.90		
	PROPERTY TAX REVENUE	364,900.00	50.98	180,758.08	186,015.13	0.00	186,015.13	5,257.05	291%	184,117.90	0.00	184,117.90	1,897.23 103%
INTEREST INCOME													
0443030	INTEREST	1,100.00	160.85	269.05	1,769.40	0.00	1,769.40		147.75	0.00	147.75		
	INTEREST INCOME	1,100.00	160.85	269.05	1,769.40	0.00	1,769.40	1,500.35	557.65%	147.75	0.00	147.75	1,621.65 1097.56%
SPECIAL RECEIPTS													
0446150	SPECIAL RECEIPTS	1,500.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
	SPECIAL RECEIPTS	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00	0.00 #DIV/0!
CHARGE FOR SERVICE REVENUE													
0449115	PROGRAM INCOME	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
	CHARGE FOR SERVICE REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00	0.00 #DIV/0!
	TOTAL REVENUES	367,500.00	51.10	181,027.13	187,784.53	0.00	187,784.53	6,757.40	373%	184,265.65	0.00	184,265.65	3,518.88 191%
Expenditures													
SALARIES AND WAGES													
0470201	FULL-TIME SALARIES AND WAGES	33,500.00	26.24	9,019.22	8,791.23	0.00	8,791.23		12,415.38	0.00	12,415.38		
	SALARIES AND WAGES	33,500.00	26.24	9,019.22	8,791.23	0.00	8,791.23	227.99	253%	12,415.38	0.00	12,415.38	3,624.15 29.19%
FRINGE BENEFITS													
0453132	DENTAL INSURANCE	308.00	21.04	61.50	64.81	0.00	64.81		51.18	0.00	51.18		
0453133	MEDICAL HEALTH INSURANCE	14,037.00	18.29	2,964.64	2,566.81	0.00	2,566.81		2,649.25	0.00	2,649.25		
0453134	LIFE INSURANCE	120.00	126.75	23.46	152.10	0.00	152.10		0.00	0.00	0.00		
0483003	ALLOWANCES/REIMBURSEMENTS	900.00	35.24	242.31	317.17	0.00	317.17		225.00	0.00	225.00		
	FRINGE BENEFITS	15,365.00	20.18	3,291.91	3,100.89	0.00	3,100.89	191.02	580%	2,925.43	0.00	2,925.43	(175.116) -600%
CONTRACTUAL													
0454207	STAFF TRAINING	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
0454209	CONFERENCE AND TRAVEL	0.00	100.00	0.00	579.00	0.00	579.00		0.00	0.00	0.00		
0454255	LICENSE AND FEES	1,595.00	100.00	492.84	1,595.00	0.00	1,595.00		0.00	0.00	0.00		
0454270	PERSONNEL COSTS	334.00	26.06	33.70	87.04	0.00	87.04		41.08	0.00	41.08		
0454281	CONTRACTUAL PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
	CONTRACTUAL	1,929.00	117.21	526.54	2,261.04	0.00	2,261.04	(1,734.50)	-329.41%	41.08	0.00	41.08	{2,219.96} -5403.99%
COMMODITIES/SUPPLIES													
0455306	CPR BOOKS AND SUPPLIES (TORT FUND)	4,600.00	0.00	963.34	0.00	0.00	0.00		678.78	0.00	678.78		
0455307	BOOKS AND MANUSCRIPTS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
0455309	SAFETY SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00		266.25	0.00	266.25		
0455329	OFFICE/ EQUIPMENT VALUE <\$10000	2,000.00	0.00	500.00	0.00	0.00	0.00		0.00	0.00	0.00		
	COMMODITIES/SUPPLIES	6,600.00	0.00	1,463.34	0.00	0.00	0.00	1,463.34	100.00%	945.03	a.c.o	945.03	945.03 100.00%
INSURANCE													
0457131	WORKERS COMPENSATION	80,786.00	16.26	14,268.46	13,135.72	0.00	13,135.72		5,848.09	0.00	5,848.09		
0457137	UNEMPLOYMENT PREMIUM	10,000.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
0457220	LIABILITY INSURANCE	42,836.00	16.26	8,292.30	6,964.58	0.00	6,964.58		5,728.10	0.00	5,728.10		
0457222	EMPLOYMENT PRACTICES	13,386.00	16.25	2,637.53	2,174.94	0.00	2,174.94		2,527.58	0.00	2,527.58		
0457224	PROPERTY INSURANCE	83,196.73	15.05	16,159.87	12,520.20	0.00	12,520.20		11,067.14	0.00	11,067.14		

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTD Act'I	YTD Encumb	YTD Act'I + YTD Enumb	YTD Budgvs.		Prior YTD Act'I	Prior Yr Encumb	Prior YTD Act'I + Prior YTD Enc	Prior YTD		
	Original	Budg					%of Annual Budg Used	+Enc				%Over or Under	Budget Vs. Act'I + Encumb	%Over or Under
INSURANCE	230,204.73		15.11	41,355.16	34,795.44	0.00	34,795.44	6,559.72	15.86%	25,170.91	0.00	25,170.91	(9,624.53)	-38.24%
CAPITAL OUTLAY														
04 61515 REPAIR PROJECTS AND EQUIPMENT	73,804.00		0.00	18,450.99	0.00	0.00	0.00			8,028.13	4,009.13	12,037.26		
CAPITAL OUTLAY	73,804.00		0.00	18,450.99	0.00	0.00	0.00	18,450.99	100.00%	8,028.13	4,009.13	12,037.26	12,037.26	100.00%
TOTAL EXPN DITURES	361,402.73		13.54	74,107.16	48,948.60	0.00	48,948.60	25,158.56	33.95%	49,525.96	4,009.13	53,535.09	4,586.49	8.57%
Fund 04 - LIABILITY INSURANCE:														
TOTAL REVENUES	367,500.00		51.10	181,027.13	187,784.53	0.00	187,784.53	6,757.40	3.73%	184,265.65	0.00	184,265.65	3,518.88	1.91%
TOTAL EXPN DITURES	361,402.73		13.54	74,107.16	48,948.60	0.00	48,948.60	25,158.56	33.95%	49,525.96	4,009.13	53,535.09	4,586.49	8.57%
NET OF REVENUES & EXPENDITURES	6,097.27		2.277.02	106,919.97	138,835.93	0.00	138,835.93	31,915.96	29.85%	134,739.69	(4,009.13)	130,730.56	8,105.37	6.20%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

FUND 06 IMRF Fund

Revenue is \$4,319 or 4.34% over FY23YTD Budget but \$53,793 or 34.14% underFY22 YTD, for the 1st Quarter.

Property Tax receipts were budgeted assuming receipt of payments in the early months of the Fiscal Year. However, through Q1 FY23, we have received \$2,887 or 2.91% greater (earlier) than anticipated. It is still expected that total Property Tax Revenues will ultimately be in line with budgeted levels. Property Tax receipts are \$55,320 or 35.12% less than FY22 YTD.

Interest income is \$1,432 or 1,119.42% greater than budgeted for FY23 YTD and \$1,527 or 4,588.55% greater than FY22 YTD. This results from swiftly rising rates and higher balances invested.

Expenditures, which are **only IMRF payments**, are \$1,330 or 2.46% under FY23 YTD budget and \$2,396 or 4.34% below FY22 YTD.

Net Surplus/(Deficit) is **\$5,649 or 12.46% more than FY23 budget YTD and \$51,397 or 50.20% less than FY22 YTD.**

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTD Act'I	YTD Encumb	YTD Act'I	YTD Budgvs.		Prior YTD Act'I	Prior Yr Encumb	Prior YTD Enc	Prior YTD	
	Original Budg	% of Annual Budg Used					+Enc	% Over or Under				Budgt Vs. Act'I	% Over or Under
Fund 06 - IMRF FUND													
Revenues													
PROPERTY TAX REVENUE													
06 41010 PROPERTY TAXES	200,500.00	50.98	99,320.55	102,207.40	0.00	102,207.40			157,527.34	0.00	157,527.34		
PROPERTY TAX REVENUE	200,500.00	50.98	99,320.55	102,207.40	0.00	102,207.40	2,886.85	2.91%	157,527.34	0.00	157,527.34	(55,319.94)	-35.12%
INTEREST INCOME													
0643030 INTEREST	500.00	311.98	127.92	1,559.88	0.00	1,559.88			33.27	0.00	33.27		
INTEREST INCOME		SOCOCO	127.92	1,559.88	0.00	1,559.88	1,431.96	1119.42%	33.27	0.00	33.27	1,526.61	4588.55%
TRANSFERS FROM OTHER FUNDS													
06 46500 TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00			0.00	a.co	0.00		
TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	a.co	0.00	0.00	#DIV/0!
TOTAL REVENUES	201,000.00	51.63	99,448.47	103,767.28	0.00	103,767.28	4,318.81	4.34%	157,560.61	0.00	157,560.61	(53,793.33)	-34.14%
Expenditures													
FRINGE BENEFITS													
06 53135 IMRF PAYMENTS	201,000.00	26.26	54,115.39	52,785.70	0.00	52,785.70			55,181.70	0.00	55,181.70		
FRINGE BENEFITS	201,000.00	26.26	54,115.39	52,785.70	0.00	52,785.70	1,329.69	2.46%	55,181.70	0.00	55,181.70	2,396.00	4.34%
TOTAL EXPENDITURES	201,000.00	26.26	54,115.39	52,785.70	0.00	52,785.70	1,329.69	2.46%	55,181.70	0.00	55,181.70	2,396.00	4.34%
Fund 06 • IMRF FUND:													
TOTAL REVENUES	201,000.00	51.63	99,448.47	103,767.28	a.co	103,767.28	4,318.81	4.34%	157,560.61	0.00	157,560.61	(53,793.33)	-34.14%
TOTAL EXPENDITURES	201,000.00	26.26	54,115.39	52,785.70	0.00	52,785.70	1,329.69	2.46%	55,181.70	a.co	55,181.70	2,396.00	4.34%
NET OF REVENUES & EXPENDITURES	0.00	100.00	45,333.08	50,981.58	0.00	50,981.58	5,648.50	12.46%	102,378.91	0.00	102,378.91	151,397.33)	-50.20%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

FUND 08 Audit Fund

Revenue consists of Property Tax receipts and Interest Income and both are on budget for Q1 FV23 and at Q1 FV22 level.

Expenditures, which are only Audit payments (Martin Hood, LLC), are \$15,885 or 192.88% greater than budget for FV23 budget VTD and \$24,120 or 100% over FV22 VTD.

Net Surplus(Deficit) is \$15,465 or 271.94% less than budget for FV23 VTD and \$23,075 or 177.16% less than FV22 VTD.

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTD Act'l	YTD Encumb	YTD Budgvs.		%Over or Under	Prior YTD Act'l	Prior Yr Encumb	Prior YTD		%Over or Under
	Original Budg	% of Annual BudgUsed				YTD Act'I	+Enc				Prior YTD Act'I + Encumb	Budgt Vs. Act'I + Encumb	
Fund OS-AUDIT FUND													
Revenues													
PROPERTY TAX REVENUE													
0841010 PROPERTY TAXES	28,100.00	50.93	13,919.55	14,311.70	0.00	14,311.70			13,295.26	0.00	13,295.26		
PROPERTY TAX REVENUE	28,100.00	50.93	13,919.55	14,311.70	0.00	14,311.70	392.15	282%	13,295.26	0.00	13,295.26	1,016.44	7.65%
INTEREST INCOME													
0843030 INTEREST	10.00	299.80	2.95	29.98	0.00	29.98			0.92	0.00	0.92		
INTEREST INCOME	10.00	299.80	2.95	29.98	0.00	29.98	27.03	916.27%	0.92	0.00	0.92	29.06	3158.70%
TOTAL REVENUES	28,110.00	51.02	13,922.50	14,341.68	0.00	14,341.68	419.18	3.01%	13,296.18	0.00	13,296.18	1,045.50	7.86%
Expenditures													
CONTRACTUAL													
08 54217 AUDIT EXPENSES	30,000.00	80.40	8,235.38	0.00	24,120.00	24,120.00			0.00	0.00	0.00		
CONTRACTUAL	30,000.00	80.40	8,235.38	0.00	24,120.00	24,120.00	(15,884.62)	-192.88%	0.00	0.00	0.00	(24,120.00)	#DIV/0!
TOTAL EXPENDITURES	30,000.00	80.40	8,235.38	0.00	24,120.00	24,120.00	(15,884.62)	-192.88%	0.00	0.00	0.00	(24,120.00)	#DIV/0!
Fund 08 -AUDIT FUND:													
TOTAL REVENUES	28,110.00	51.02	13,922.50	14,341.68	0.00	14,341.68	419.18	3.01%	13,296.18	0.00	13,296.18	1,045.50	7.86%
TOTAL EXPENDITURES	30,000.00	80.40	8,235.38	0.00	24,120.00	24,120.00	(15,884.62)	-192.88%	0.00	0.00	0.00	(24,120.00)	#DIV/0!
NET OF REVENUES & EXPENDITURES	(1,890.00)	517.37	5,687.12	14,341.68	(24,120.00)	(9,778.32)	(15,465.44)	-271.94%	13,296.18	0.00	13,296.18	(23,074.50)	-173.54%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

FUND 09 Paving and Lighting Fund

Revenue is over budget for Q1 FY23 \$2,470 or 4.96% and \$1,070 or 2.09% over FY22 YTD level.

Property Tax receipts were budgeted assuming receipt of payments in the early months of the Fiscal Year. However, through Q1 FY23, we have received \$1,419 or 2.86% greater (earlier) than anticipated. It is still expected that total Property Tax Revenues will ultimately be in line with budgeted levels. Property Tax receipts are \$39.92 or .08% less than FY22 YTD.

Interest income is \$1,051 or 1,342.49% greater than budgeted for FY23 YTD and \$1,110 or 5,719.59% greater than FY22 YTD. This results from swiftly rising rates and higher balances invested.

Expenditures, which are composed of Periodic & Routine Maintenance and Park Construction/Improvement are \$121,390 or 99.91% under budget for FY23 YTD and \$3,783 or 262.20% over FY22 YTD. Projects have not started as of 7/31/2022.

Net Surplus/(Deficit) is \$123,860 or 271.94% more than budget for FY23 YTD and \$4,853 or 9.76% more than FY22 YTD.

champaign Park District
 Quarter 1, FY2022-2023
 Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
 QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTDAct'I	YTD Encumb	YTDAct'I +YTD Encumb	YTD Budgvs.	%Over or Under	Prior YTD Act'I	Prior Yr Encumb	Prior YTD	%Over or Under
	Original	Budg					%of Annual Budg Used				YTD Act'I +Enc	
Fund 09 - PAVING AND LIGHTING FUND												
Revenues												
PROPERTY TAX REVENUE												
09 41010 PROPERTY TAXES	100,300.00	50.95	49,684.81	51,103.71	0.00	51,103.71			51,143.03	0.00	51,143.03	
PROPERTY TAX REVENUE	100,300.00	50.95	49,684.81	51,103.71	0.00	51,103.71	1,418.90	286%	51,143.03	0.00	51,143.03	{39.32} -0.08%
INTEREST INCOME												
0943030 INTEREST	300.00	376.35	78.27	1,129.04	0.00	1,129.04			19.40	0.00	19.40	
INTEREST INCOME	300.00	376.35	78.27	1,129.04	0.00	1,129.04	1,050.77	134249%	19.40	0.00	19.40	1,109.64 5719.79%
TRANSFERS FROM OTHER FUNDS												
09 46500 TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00	0.00 #DIV/0!
TOTAL REVENUES	100,600.00	51.92	49,763.08	52,232.75	0.00	52,232.75	2,469.67	496%	51,162.43	0.00	51,162.43	1,070.32 209%
Expenditures												
ROUTINE/PERIODIC MAINTENANCE												
09 58001 PERIODIC MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
09 58002 ROUTINE MAINTENANCE	86,000.00	0.13	21,500.00	109.70	0.00	109.70			1,442.82	2,450.00	3,892.82	
ROUTINE/PERIODIC MAINTENANCE	86,000.00	0.13	21,500.00	109.70	0.00	109.70	21,390.30	9949%	1,442.82	2,450.00	3,892.82	3,783.12 9718%
CAPITAL OUTLAY												
09 61508 PARK CONSTRUCTION/IMPROVEMENTS	100,000.00	0.00	100,000.00	0.00	0.00	0.00			0.00	0.00	0.00	
CAPITAL OUTLAY	100,000.00	0.00	100,000.00	0.00	0.00	0.00	100,000.00	10000%	0.00	0.00	0.00	0.00 #DIV/0!
TOTAL EXPENDITURES	186,000.00	0.06	121,500.00	109.70	0.00	109.70	121,390.30	9991%	1,442.82	2,450.00	3,892.82	3,783.12 9718%
Fund 09 - PAVING AND LIGHTING FUND:												
TOTAL REVENUES	100,600.00	51.92	49,763.08	52,232.75	0.00	52,232.75	2,469.67	496%	51,162.43	0.00	51,162.43	1,070.32 209%
TOTAL EXPEN DITURES	186,000.00	0.06	121,500.00	109.70	0.00	109.70	121,390.30	9991%	1,442.82	2,450.00	3,892.82	3,783.12 9718%
NET OF REVENUES & EXPENDITURES	(85,400.00)	61.03	(71,736.92)	52,123.05	0.00	52,123.05	123,859.97	-172.66%	49,719.61	(2,450.00)	47,269.61	4,853.44 1027%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

FUND 11 Activity and Affiliates Fund

All Revenue and Expense minimal. All on budget for FY23 YTD and the same compared to FY22 YTD.

Net Surplus/(Deficit) is \$8 or 100.00% greater budget for FY23 YTD and \$1,130 or 9.76% less than FY22 YTD.

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTD Act I	YTD Encumb	YTD Act I + YTD Encumb	YTD Budgvs.		Prior YTD Act I	Prior Yr Encumb	Prior YTD		%Over or Under
	Original Budg	%of Annual Budg Used					+Enc	%Over or Under			Prior YTD Act I + Prior YTD Enc	Budgt Vs. Act I + Encumb	
Fund 11-ACTIVITY AND AFFILIATES FUND													
Revenues													
INTEREST INCOME													
1143030 INTEREST	0.00	100.00	0.00	7.50	0.00	7.50			2.88	0.00	2.88		
INTEREST INCOME	0.00	100.00	0.00	7.50	0.00	7.50			2.88	0.00	2.88		
SPECIAL RECEIPTS													
1146150 SPECIAL RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00			456.15	0.00	456.15		
1146160 OTHER REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00			(459.00)	0.00	(459.00)		
SPECIAL RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00			(2.85)	0.00	(2.85)		
CHARGE FOR SERVICE REVENUE													
1148120 VENDING MACHINE SALES	0.00	0.00	0.00	0.00	0.00	0.00			396.01	0.00	396.01		
CHARGE FOR SERVICE REVENUE	0.00	0.00	0.00	0.00	0.00	0.00			396.01	0.00	396.01		
TOTAL REVENUES	0.00	100.00	0.00	7.50	0.00	7.50			396.04	0.00	396.04		
Expenditures													
CONTRACTUAL													
1154250 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
COMMODITIES/SUPPLIES													
1155301 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
1155309 SAFETY SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
1155348 FLOWERS AND CARDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00		95.90	47.95	143.85		
1155349 PLAQUES, AWARDS AND PRIZES	0.00	0.00	0.00	0.00	0.00	0.00	0.00		61.67	0.00	61.67		
1155350 RECREATION/PROGRAM SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00		54.02	0.00	54.02		
1155354 FOOD SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1,258.55	0.00	1,258.55		
COMMODITIES/SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1,470.14	47.95	1,518.09		
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1,470.14	47.95	1,518.09		
Fund 11-ACTIVITY AND AFFILIATES FUND:													
TOTAL REVENUES	0.00	100.00	0.00	7.50	0.00	7.50	7.50	#DIV/0!	396.04	0.00	396.04	{388.54}	-98.11%
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,470.14	47.95	1,518.09	1,518.09	100.00%
NET OF REVENUES & EXPENDITURES	0.00	100.00	0.00	7.50	0.00	7.50	7.50	#DIV/0!	(1,074.10)	(47.95)	(1,122.05)	1,129.55	-100.67%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

FUND 12 Special Donations Fund

Revenue is \$2,680 or 39.26% over FY23 Budget YTD and \$3,707 or 63.91% over FY22 YTD, for the 1st Quarter.

Interest income is \$438 or 1,559.07% greater than budgeted for FY23 YTD and \$455 or 4,126.65% greater than FY22 YTD. This results from swiftly rising rates and higher balances invested.

Contributions/Sponsorships are 2,242 or 39.26% over budget for FY23 YTD and \$3,252 greater than FY22 YTD.

Expenditures are only composed of Scholarships and Transfers to the Foundation They are \$822 or 2.70% over FY23 YTD budget and \$6,984 or 28.79% more than FY22 YTD.

Net Surplus/(Deficit) is \$1,859 or 7.88% over budget for FY23 YTD and \$3,277 or 28.17 more than FY22 YTD.

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTD Act'I	YTD Encumb	YTD Act'I + YTD Enumb	YTD Budgvs.		Prior YTD Act'I	Prior Yr Encumb	Prior YTD	
	Original Budg	%of Annual BudgUsed					YTD Act'I + Enc	%Over or Under			Prior YTD Act'I + Encumb	Budgt Vs. Act'I + Encumb
Fund 12 - SPECIAL DONATIONS FUND												
Revenues												
INTEREST INCOME												
1243030 INTEREST	100.00	466.20	28.10	466.20	0.00	466.20			11.03	0.00	11.03	
INTEREST INCOME	100.00	466.20	28.10	466.20	0.00	466.20			11.03	0.00	11.03	
CONTRIBUTIONS/SPONSORSHIPS												
1247105 DONATIONS	6,000.00	77.92	1,500.00	4,675.10	0.00	4,675.10			1,325.53	0.00	1,325.53	
1247115 SCHOLARSHIP DONATIONS	40,000.00	10.08	3,847.50	4,033.55	0.00	4,033.55			4,168.50	0.00	4,168.50	
1247116 CUSR SCHOLARSHIP DONATIONS	6,500.00	5.11	1,450.99	332.07	0.00	332.07			295.00	0.00	295.00	
CONTRIBUTIONS/SPONSORSHIPS	52,500.00	17.22	6,798.49	9,040.72	0.00	9,040.72			5,789.03	0.00	5,789.03	
TOTAL REVENUES	52,600.00	18.07	6,826.59	9,506.92	0.00	9,506.92			5,800.06	0.00	5,800.06	
Expenditures												
CONTRACTUAL												
1254292 SCHOLARSHIPS	65,000.00	40.87	28,920.34	26,567.00	0.00	26,567.00			24,258.00	0.00	24,258.00	
1259415 TRANSFER TO PARKS FOUNDATION*RESTRIC	6,000.00	77.92	1,500.00	4,675.10	0.00	4,675.10			0.00	0.00	0.00	
CONTRACTUAL	71,000.00	44.00	30,420.34	31,242.10	0.00	31,242.10			24,258.00	0.00	24,258.00	
TRANSFERS TO OTHER FUNDS												
1259409 TRANSFERS TO PARKS FOUNDATION	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
TOTAL EXPENDITURES	71,000.00	44.00	30,420.34	31,242.10	0.00	31,242.10			24,258.00	0.00	24,258.00	
Fund 12 • SPECIAL DONATIONS FUND:												
TOTAL REVENUES	52,600.00	18.07	6,826.59	9,506.92	0.00	9,506.92			5,800.06	0.00	5,800.06	
TOTAL EXPENDITURES	71,000.00	44.00	30,420.34	31,242.10	0.00	31,242.10			24,258.00	0.00	24,258.00	
NET OF REVENUES & EXPENDITURES	(18,400.00)	118.13	(23,593.75)	(21,735.18)	0.00	(21,735.18)			(18,457.94)	0.00	(18,457.94)	

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

FUND 14 Social Security Fund

Revenue is \$6,129 or 2.98% over FY23 Budget YTD and \$2,323 or 1.11% over FY22 YTD, for the 1st Quarter.

Property Tax receipts were budgeted assuming receipt of payments in the early months of the Fiscal Year. However, through Q1 FY23, we have received \$5,941 or 2.89% greater (earlier) than anticipated. It is still expected that total Property Tax Revenues will ultimately be in line with budgeted levels. Property Tax receipts are \$1,873.91 or .89% more than FY22 YTD.

Interest income is \$187 or 67.72% greater than budgeted for FY23 YTD and \$449 or 3166.88% greater than FY22 YTD. This results from swiftly rising rates and higher balances invested.

Expenditures are only FICA payments. They are \$5,354 or 4.14% over FY23 YTD budget and \$20,381 or 17.85% more than FY22 YTD.

Net Surplus/(Deficit) is \$775 or 1.01% over FY23 budget YTD and \$18,058 or 18.91% less than FY22 YTD.

Champaign Park District
 Quarter 1, FY2022-2023
 Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
 QUARTER 1, FYE2023

FUND ACCC DESCRIPTION	FYE2023		YTD Budg	YTDAct'I	YTD Encumb	YTDAct'I +YTDEnumb	YTD Budgvs.		Prior YTD Act'I	Prior Yr Encumb	Prior YTD Act'I + Prior YTD Enc	PriorYTO	
	Original Budg	%of Annual Budg Used					%Over or Under	+Enc				Budgt Vs. Act'I + Encumb	%Over or Under
Fund 14 - SOCIAL SECURITY FUND													
Revenues													
PROPERTY TAX REVENUE													
1441010 PROPERTY TAXES	415,100.00	50.97	205,625.62	211,567.00	0.00	211,567.00			209,693.09	0.00	209,693.09		
PROPERTY TAX REVENUE	415,100.00	50.97	205,625.62	211,567.00	0.00	211,567.00	5,941.38	2.89%	209,693.09	0.00	209,693.09	1,873.91	0.89%
INTEREST INCOME													
1443030 INTEREST	1,200.00	38.63	276.40	463.57	0.00	463.57			14.19	0.00	14.19		
INTEREST INCOME	1,200.00	38.63	276.40	463.57	0.00	463.57	187.17	67.72%	14.19	0.00	14.19	449.38	3166.88%
TOTAL REVENUES	416,300.00	50.93	205,902.02	212,030.57	0.00	212,030.57	6,128.55	2.98%	209,707.28	0.00	209,707.28	2,323.29	1.11%
Expenditures													
FRINGE BENEFITS													
14 53136 FICA PAYMENTS	480,000.00	28.04	129,230.78	134,584.67	0.00	134,584.67			114,203.41	0.00	114,203.41		
FRINGE BENEFITS	480,000.00	28.04	129,230.78	134,584.67	0.00	134,584.67	(5,353.89)	-4.14%	114,203.41	0.00	114,203.41	(20,3111.26)	-17.85%
TOTAL EXPENDITURES	480,000.00	28.04	129,230.78	134,584.67	0.00	134,584.67	(5,353.89)	-4.14%	114,203.41	0.00	114,203.41	(20,381.26)	-17.85%
Fund 14 - SOCIAL SECURITY IUND:													
TOTAL REVENUES	416,300.00	50.93	205,902.02	212,030.57	0.00	212,030.57	6,128.55	2.98%	209,707.28	0.00	209,707.28	2,323.29	1.11%
TOTAL EXPENDITURES	480,000.00	28.04	129,230.78	134,584.67	0.00	134,584.67	(5,353.89)	-4.14%	114,203.41	0.00	114,203.41	(20,381.26)	-17.85%
NET OF REVENUES & EXPENDITURES	(63,700.00)	121.58	76,671.24	77,445.90	0.00	77,445.90	774.66	1.01%	95,503.87	0.00	95,503.87	(18,057.97)	-18.91%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

FUND 15 Special Recreation Fund

Revenue is \$40,272 or 7.15% over FY23 Budget YTD and \$6,356 or 1.12% over FY22 YTD, for the 1st Quarter.

Property Tax receipts were budgeted assuming receipt of payments in the early months of the Fiscal Year. However, through Q1 FY23, we have received \$11,546 or 2.91% greater (earlier) than anticipated. It is still expected that total Property Tax Revenues will ultimately be in line with budgeted levels. Property Tax receipts are \$329 or 0.08% less than FY22 YTD.

Interest income is \$5,423 or 636.77% of greater than FY23 YTD budget and \$5,379 or 601.13% more than FY22 YTD. This results from swiftly rising rates and higher balances invested.

Special Receipt and other reimbursements are on budget for FY23 YTD and very near FY22 YTD levels.

Contributions and Sponsorships are over budget \$45,776 or 55.51% for FY23 YTD and over \$2,704 or 2.15% over FY22 YTD actual. This is primarily due to the increase in Urbana Park Districts reimbursements for CUSR.

Program Fees are \$22,221 or 7.51% less than budgeted for FY23 YTD and \$1,648 or 1.12% less than FY22 YTD.

Expenditures are \$162,264 or 47.97% under FY23 YTD budget and \$94,620 or 33.68% less than FY22 YTD.

Full-Time Salaries are \$17,317 or 30.73% below FY23 budget YTD, and \$168 or .43% lower than FY22 YTD.

Part-Time wages are \$40,168 or 43.68% under FY23 budget YTD and \$5,050 or 10.80% above FY22 YTD .

Fringes are \$4,134 or 30.52% over FY23 budget YTD, and \$818 or 4.42% below FY22 YTD.

Contractual is \$1,210 or 9.36% under budget FY23 YTD and \$1,673 or 20.65% more than FY22 YTD.

Commodities/Supplies are \$5,603 or 65.72% over budget FY23 YTD and \$5,909 or 71.90% more than FY22 YTD. This primarily results from the planned purchase of 5 laptops and docking stations for CUSR through property tax revenues.

Utilities are \$5,068 or 59.14% less than budget for FY23 YTD, and \$1,390 or 65.79% over FY22 YTD.

Routine/Periodic Maintenance including ADA Capital and Non-Capital expense is over FY23 budget YTD \$2,950 or 47.20% and \$5,335 or 99.45% over FY22 YTD.

Insurance is \$217 or 9.20% under FY23 budget YTD and \$1,571 or 274.90% over FY22 YTD.

Capital Outlay is \$110,970 or 80.55% over FY23 budget YTD and \$114,562 over FY22 YTD. Annual budget is set by percentage of Property Tax Revenue.

Net Surplus/(Deficit) is \$202,536 or 102.41% greater than budgeted for FY23 YTD and \$100,976 or 33.68 higher than FY22 YTD.

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTDAct'I	YTD Encumb	YTDAct'I +YTD Enumb	YTD Budgvs.		Prior YTD Act'I	Prior Yr Encumb	PriorYTD		%Over or Under
	Original Budg	% of Annual Budg Used					YTD Act'I	%Over or Under			Prior YTD Act'I +	Budget Vs. Act'I +	
Fund 15 -SPECIAL RECREATION FUND													
Revenues													
PROPERTY TAX REVENUE													
15 41010 PROPERTY TAXES- CPD OPERATING	431,125.00	51.42	213,566.63	221,667.45	0.00	221,667.45			221,846.03	0.00	221,846.03		
15 41011 PROPERTY TAXES - CPD IMRF/FICA	20,000.00	41.50	9,905.77	8,299.24	0.00	8,299.24			8,305.93	0.00	8,305.93		
15 41015 PROPERTY TAXES- CPD ADA	350,875.00	50.98	173,811.06	178,862.99	0.00	178,862.99			179,007.08	0.00	179,007.08		
PROPERTY TAX REVENUE	802,000.00	50.98	397,283.46	408,829.68	0.00	408,829.68	11,546.22	291%	409,159.04	0.00	409,159.04	(1,229.36)	-0.08%
INTEREST INCOME													
1543030 INTEREST	3,200.00	196.07	851.57	6,274.13	0.00	6,274.13			894.86	0.00	894.86		
INTEREST INCOME	3,200.00	196.07	851.57	6,274.13	0.00	6,274.13	5,422.56	636.77%	894.86	0.00	894.86	5,379.27	601.13%
SPECIAL RECEIPTS													
15 46150 SPECIAL RECEIPTS	1,500.00	20.00	552.40	300.00	0.00	300.00			50.00	0.00	50.00		
15 46160 OTHER REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
SPECIAL RECEIPTS	1,500.00	20.00	552.40	300.00	0.00	300.00	(252.40)	-45.69%	50.00	0.00	50.00	250.00	500.00%
CONTRIBUTIONS/SPONSORSHIPS													
15 47100 SPONSORSHIPS	1,500.00	0.00	72.41	0.00	0.00	0.00			900.00	0.00	900.00		
15 47105 DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
1547106 CONTRIBUTIONS-UPD CUSR OPERATING	117,000.00	51.62	39,739.93	60,394.18	0.00	60,394.18			58,334.51	0.00	58,334.51		
1547107 CONTRIBUTIONS_UPD CUSR OP FICA/IMRF	20,000.00	58.70	6,793.15	11,739.91	0.00	11,739.91			11,769.24	0.00	11,769.24		
1547108 CONTRIBUTIONS-UPD CUSR ADA PORTION	105,560.00	53.15	35,854.24	56,101.46	0.00	56,101.46			54,527.42	0.00	54,527.42		
CONTRIBUTIONS/SPONSORSHIPS	244,060.00	52.54	82,459.73	128,235.55	0.00	128,235.55	45,775.82	55.51%	125,531.17	0.00	125,531.17	2,704.38	2.15%
CHARGE FOR SERVICE REVENUE													
15 49115 PROGRAM FEES	117,529.00	27.80	54,891.00	32,670.50	0.00	32,670.50			34,318.50	0.00	34,318.50		
CHARGE FOR SERVICE REVENUE	117,529.00	27.80	54,891.00	32,670.50	0.00	32,670.50	(22,220.50)	-40.48%	34,318.50	0.00	34,318.50	(1,648.00)	-4.80%
TOTAL REVENUES	1,168,289.00	49.33	536,038.16	576,309.86	0.00	576,309.86	40,271.70	7.51%	569,953.57	0.00	569,953.57	6,356.29	1.12%
Expenditures													
SALARIES AND WAGES													
15 70201 FULL-TIME SALARIES AND WAGES	209,300.00	18.65	56,350.00	39,032.79	0.00	39,032.79	17,317.21	30.73%	39,201.11	0.00	39,201.11	168.32	0.43%
15 70202 PART-TIME SEASONAL WAGES	252,862.00	20.48	91,965.69	51,798.11	0.00	51,798.11	40,167.58	43.68%	46,748.20	0.00	46,748.20	(5,049.91)	-10.80%
SALARIES AND WAGES	462,162.00	19.65	148,315.69	90,830.90	0.00	90,830.90			85,949.31	0.00	85,949.31		
FRINGE BENEFITS													
15 53132 DENTAL INSURANCE	1,700.00	15.25	375.02	259.25	0.00	259.25			294.12	0.00	294.12		
15 53133 MEDICAL HEALTH INSURANCE	51,000.00	15.98	10,532.31	8,150.14	0.00	8,150.14			8,099.82	0.00	8,099.82		
15 53134 LIFE INSURANCE	445.00	32.18	76.03	143.21	0.00	143.21			0.00	0.00	0.00		
15 53135 IMRF PAYMENTS	9,100.00	23.58	421.39	2,145.84	0.00	2,145.84			2,811.67	0.00	2,811.67		
15 53136 FICA PAYMENTS	34,000.00	20.14	1,964.34	6,846.11	0.00	6,846.11			7,199.96	0.00	7,199.96		
15 53137 EMPLOYEE ASSISTANCE PROGRAM	165.00	20.64	41.25	34.06	0.00	34.06			40.55	0.00	40.55		
15 83003 ALLOWANCES/REIMBURSEMENTS	500.00	20.00	134.61	100.00	0.00	100.00			50.00	0.00	50.00		
FRINGE BENEFITS	96,910.00	18.24	13,544.95	17,678.61	0.00	17,678.61	(4,133.66)	-30.52%	18,496.12	0.00	18,496.12	817.51	4.42%
CONTRACTUAL													
15 54201 POSTAGE AND MAILING	2,000.00	18.15	575.22	363.05	0.00	363.05			200.00	0.00	200.00		
15 54202 PRINTING AND DUPLICATING	4,100.00	39.10	388.87	0.00	1,603.00	1,603.00			23.48	0.00	23.48		
15 54204 STAFF MEETING	210.00	0.00	138.66	0.00	0.00	0.00			49.04	0.00	49.04		
15 54205 LEGAL PUBLICATIONS/NOTICES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
15 54206 ADVERTISING/PUBLICITY	1,600.00	0.00	177.06	0.00	0.00	0.00			95.00	0.00	95.00		

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTD Act I	YTD Encumb	YTD Act I		YTD Budgvs.		Prior YTD Act I	Prior Yr Encumb	Prior YTD		%Over
	Original	Budg				% of Annual	+ YTD Encumb	% Over	+ Enc			or Under	Act I +	
15 54207 STAFF TRAINING	2,200.00	89.00	756.09	1,958.01	0.00	1,958.01				0.00	0.00	0.00		
15 54208 MEMBERSHIPS, DUES AND FEES	1,500.00	0.00	282.34	0.00	0.00	0.00			3,599.00	0.00	3,599.00			
15 54209 CONFERENCE AND TRAVEL	4,000.00	0.00	1,042.46	0.00	0.00	0.00			0.00	0.00	0.00			
15 54212 ATTORNEY FEES	100.00	0.00	31.32	0.00	0.00	0.00			0.00	0.00	0.00			
15 54214 ARCHITECT AND ENGINEERING FEES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
15 54215 PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
15 54236 AUTO ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
15 54241 VEHICLE REPAIR	0.00	100.00	0.00	1,085.00	0.00	1,085.00			0.00	0.00	0.00			
15 54245 BUILDING REPAIR	1,500.00	0.00	375.00	0.00	0.00	0.00			1,290.00	0.00	1,290.00			
15 54250 EQUIPMENT RENTAL	225.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
15 54251 RENTAL FACILITIES	4,570.00	5.25	1,107.21	240.00	0.00	240.00			550.40	0.00	550.40			
15 54253 PEST CONTROL	420.00	51.19	105.00	215.00	0.00	215.00			105.00	0.00	105.00			
15 54254 SERVICE CONTRACTS	2,700.00	35.21	427.36	950.67	0.00	950.67			0.00	0.00	0.00			
15 54255 LICENSE AND FEES	20.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
15 54260 SERVICE CONTRACTS-FACILITIES	13,130.00	1.82	3,282.51	239.19	0.00	239.19			44.25	1,050.00	1,094.25			
15 54264 CELL PHONE EXPENSE	380.00	21.08	124.60	80.12	0.00	80.12			78.94	0.00	78.94			
15 54265 SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
15 54270 PERSONNEL COSTS	6,000.00	47.53	737.84	2,851.77	0.00	2,851.77			1,420.00	0.00	1,420.00			
15 54280 OTHER CONTRACTUAL SERVICES	3,435.00	0.00	26.94	0.00	0.00	0.00			0.00	0.00	0.00			
15 54281 CONTRACTUAL PERSONNEL	3,500.00	39.12	654.78	500.00	869.05	1,369.05			399.00	500.00	899.00			
15 54282 INTERN STIPENDS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
15 54285 CONTRACTUAL ENTERTAINMENT	0.00	0.00	0.00	0.00	100.00	100.00			0.00	400.00	400.00			
15 54299 HELD SPECIAL TRIPS	8,807.00	4.59	2,334.73	404.19	0.00	404.19			0.00	0.00	0.00			
15 59414 CREDIT CARD FEES	1,300.00	20.62	369.73	268.08	0.00	268.08			249.82	0.00	249.82			
CONTRACTUAL	61,697.00	19.01	12,937.72	9,155.08	2,572.05	11,727.13	1,210.59	9.36%	8,103.93	1,950.00	10,053.93	(1,673.201)	-16.64%	
COMMODITIES/SUPPLIES														
15 55301 OFFICE SUPPLIES	1,000.00	38.85	242.35	388.48	0.00	388.48			1,448.70	0.00	1,448.70			
15 55302 ENVELOPES AND STATIONARY	380.00	80.86	126.67	307.27	0.00	307.27			330.05	0.00	330.05			
15 55303 DUPLICATING SUPPLIES	300.00	79.38	87.66	238.14	0.00	238.14			53.98	0.00	53.98			
15 55315 STAFF UNIFORMS	1,519.00	43.63	540.67	662.73	0.00	662.73			188.00	0.00	188.00			
15 55316 PARTICIPANT UNIFORMS	1,924.00	26.16	681.33	503.31	0.00	503.31			235.00	0.00	235.00			
15 55320 BUILDING MAINTENANCE SUPPLIES	2,000.00	0.00	500.01	0.00	0.00	0.00			346.65	0.00	346.65			
15 55322 CLEANING / JANITORIAL SUPPLIES	2,630.00	45.01	666.25	1,130.84	52.92	1,183.76			1,210.25	0.00	1,210.25			
15 55327 VEHICLE/EQUIPMENT REPAIR PARTS	0.00	100.00	0.00	483.88	0.00	483.88			490.61	0.00	490.61			
15 55329 OFFICE/ EQUIPMENT VALUE <\$10000	5,000.00	103.50	1,250.00	5,175.00	0.00	5,175.00			588.00	0.00	588.00			
15 55330 GAS/FUEL/GREASE AND OIL	0.00	100.00	0.00	156.27	0.00	156.27			0.00	0.00	0.00			
15 55348 FLOWERS AND CARDS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
15 55349 PLAQUES, AWARDS AND PRIZES	3,500.00	7.85	0.00	274.60	0.00	274.60			0.00	0.00	0.00			
15 55350 RECREATION/PROGRAM SUPPLIES	9,477.00	24.09	2,821.29	2,282.81	0.00	2,282.81			2,872.41	0.00	2,872.41			
15 55354 FOOD SUPPLIES	6,510.00	37.97	1,608.93	2,471.59	0.00	2,471.59			455.04	0.00	455.04			
COMMODITIES/SUPPLIES	34,240.00	41.26	8,525.16	14,074.92	52.92	14,127.84	(5,602.68)	-65.72%	8,218.69	0.00	8,218.69	(5,909.15)	-71.90%	
UTILITIES														
15 56230 SANITARY FEES AND CHARGES	200.00	9.20	50.01	18.39	0.00	18.39			8.61	0.00	8.61			
15 56231 GAS AND ELECTRICITY	28,800.00	7.92	7,200.00	2,281.13	0.00	2,281.13			1,583.86	0.00	1,583.86			
15 56232 WATER	1,200.00	15.22	300.00	182.67	0.00	182.67			179.86	0.00	179.86			
15 56233 TELECOMM EXPENSE	4,080.00	24.99	1,020.00	1,019.70	0.00	1,019.70			339.90	0.00	339.90			
UTILITIES	34,280.00	10.22	8,570.01	3,501.89	0.00	3,501.89	5,068.12	59.14%	2,112.23	0.00	2,112.23	{1,389.661}	-65.79%	
ROUTINE/PERIODIC MAINTENANCE														
15 58003 ADA NON-CAPITAL EXPENDITURES	25,000.00	36.80	6,249.99	9,200.00	0.00	9,200.00			5,364.66	(1,500.00)	3,864.66			
ROUTINE/PERIODIC MAINTENANCE	25,000.00	36.80	6,249.99	9,200.00	0.00	9,200.00	(2,950.01)	-47.20%	5,364.66	(1,500.00)	3,864.66	(5,335.34)	-138.05%	
INSURANCE														
15 57131 WORKERS COMPENSATION	1,800.00	13.81	363.04	248.50	0.00	248.50			(582.35)	0.00	(582.35)			

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACCC DESCRIPTION	FYE2023		YTD Budg	YTD Act'l	YTD Encumb	YTD Act'I +YTD Enumb	YTD Budgvs.		Prior YTD Act'l	Prior Yr Encumb	Prior YTD		%Over or Under
	Original	Budg					%of Annual BudgUsed	+Enc			%Over or Under	Prior YTD Act'I + Encumb	
15 57220 LIABILITY INSURANCE	4,500.00		15.41	727.87	693.66	0.00	693.66		422.74	0.00	422.74		
15 57222 EMPLOYMENT PRACTICES	1,200.00		14.51	197.68	174.14	0.00	174.14		102.92	0.00	102.92		
15 57224 PROPERTY INSURANCE	6,500.00		15.78	1,070.70	1,025.98	0.00	1,025.98		628.12	0.00	628.12		
INSURANCE	14,000.00		15.30	2,359.29	2,142.28	0.00	2,142.28	217.01	571.43	0.00	571.43	(1,570.85)	-274.90%
CAPITAL OUTLAY													
15 61508 CPD-ADA	347,803.00		7.70	86,950.74	22,291.29	4,505.00	26,796.29		138,203.83	0.00	138,203.83		
15 61509 UPD CAPITAL ADA	203,262.00		0.00	50,815.50	0.00	0.00	0.00		3,154.52	0.00	3,154.52		
CAPITAL OUTLAY	551,065.00		4.86	137,766.24	22,291.29	4,505.00	26,796.29	110,969.95	141,358.35	0.00	141,358.35	114,562.06	81.04%
TOTAL EXPENDITURES	1,279,354.00		13.76	338,269.05	168,874.97	7,129.97	176,004.94	162,264.11	270,174.72	450.00	270,624.72	94,619.78	34.96%
Fund 15 -SPECIAL RECREATION FUND:													
TOTAL REVENUES	1,168,289.00		49.33	536,038.16	576,309.86	0.00	576,309.86	40,271.70	569,953.57	0.00	569,953.57	6,356.29	1.12%
TOTAL EXPEN DITURES	1,279,354.00		13.76	338,269.05	168,874.97	7,129.97	176,004.94	162,264.11	270,174.72	450.00	270,624.72	94,619.78	34.96%
NET OF REVENUES & EXPENDITURES	(111,065.00)		360.42	197,769.11	407,434.89	(7,129.97)	400,304.92	202,535.81	299,778.85	(450.00)	299,328.85	100,976.07	33.73%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

FUND 16 capitla Improvements Fund

Revenue is \$81,989 or 33.71% under FY23 Budget YTD and \$84,824 or 111.00% over FY22 YTD, for the 1st Quarter.

Interest income is \$3,108 or 196.02% greater than budgeted for FY23 YTD and \$3,908 or 497.94% greater than FY22 YTD. This results from swiftly rising rates and higher balances invested.

Special Receipts are \$4,207 or 46.10% greater than budgeted for FY23 YTD and \$13,334 or 100.00% greater than FY22 YTD. This is the annual Mattis TIF Distric payment. Budgeted in a later month but received in Q1.

Transfers from Other Funds are \$135,243 or 100.00% less than FY23 budget YTD. No transfers have been done in FY23 YTD and none were done in FY22 YTD.

Personal Property Replacement Tax is \$45,938 or 47.22% greater than FY23 budget YTD and \$67,581 greater than FY22 YTD.

Expenditures for **Vehicles Equipment and Park Construction/Improvements** are \$233,702 or 34.53% under FY23 YTD budget and \$132,834 or 42.80% more than FY22 YTD.

Net Surplus/(Deficit) is **\$151,712 or 34.98% over budget for FY23 YTD and \$48,011 or 20.52% less than FY22 YTD.**

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTD Act'l	YTD Encumb	YTD Act'l + YTD Encumb	YTD Budgvs.		Prior YTD Act'l	Prior Yr Encumb	Prior YTD Act'l +		Prior YTD Enc	Prior YTD Act'l +	
	Original Budg	%of Annual BudgUsed					+Enc	%Over or Under			+ Encumb	%Over or Under		Budgt Vs. Act'l	%Over or Under
Fund 16 - CAPITAL IMPROVEMENTS FUND															
Revenues															
INTEREST INCOME															
1643030 INTEREST	6,000.00	78.22	1,585.46	4,693.25	0.00	4,693.25			784.90	0.00	784.90				
INTEREST INCOME	6,000.00	78.22	1,585.46	4,693.25	0.00	4,693.25	3,107.79	196.02%	784.90	0.00	784.90			3,908.35	497.94%
SPECIAL RECEIPTS															
16 46150 SPECIAL RECEIPTS	58,000.00	22.99	9,126.64	13,334.00	0.00	13,334.00			0.00	0.00	0.00				
SPECIAL RECEIPTS	58,000.00	22.99	9,126.64	13,334.00	0.00	13,334.00	4,207.36	46.10%	0.00	0.00	0.00			13,334.00	100.00%
CONTRIBUTIONS/SPONSORSHIPS															
1647105 DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00				
CONTRIBUTIONS/SPONSORSHIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%	0.00	0.00	0.00			0.00	100.00%
CAPITAL GRANTS															
1647202 GRANT PROCEEDS STATE CAPITAL	950,000.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00				
CAPITAL GRANTS	950,000.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%	0.00	0.00	0.00			0.00	100.00%
TRANSFERS FROM OTHER FUNDS															
1646500 TRANSFERS	1,340,000.00	0.00	135,242.89	0.00	0.00	0.00			0.00	0.00	0.00				
TRANSFERS FROM OTHER FUNDS	1,340,000.00	0.00	135,242.89	0.00	0.00	0.00	(135,242.89)	-100.00%	0.00	0.00	0.00			0.00	100.00%
PERSONAL PROPERTY REPLACEMENT TAXES															
16 41020 REPLACEMENT TAXES	700,000.00	20.46	97,277.46	143,215.80	0.00	143,215.80			75,634.60	0.00	75,634.60				
PERSONAL PROPERTY REPLACEMENT TAXES	700,000.00	20.46	97,277.46	143,215.80	0.00	143,215.80	45,938.34	47.22%	75,634.60	0.00	75,634.60			67,581.20	89.35%
TOTAL REVENUES	3,054,000.00	5.28	243,232.45	161,243.05	0.00	161,243.05	(81,989.40)	-33.71%	76,419.50	0.00	76,419.50			84,823.55	111.00%
Expenditures															
CONTRACTUAL															
16 54214 ARCHITECT AND ENGINEERING FEES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00				
16 54215 PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00				
CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00			0.00	#DIV/0!
TRANSFERS TO OTHER FUNDS															
16 59409 TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00				
TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00			0.00	#DIV/0!
CAPITAL OUTLAY															
16 61504 VEHICLES/ EQUIPMENT	26,000.00	62.29	6,500.00	8,990.00	7,206.50	16,196.50			0.00	0.00	0.00				
16 61508 PARK CONSTRUCTION/IMPROVEMENTS	2,323,132.00	18.38	670,392.00	160,619.09	266,374.61	426,993.70			381,562.89	(71,207.02)	310,355.87				
CAPITAL OUTLAY	2,349,132.00	18.87	676,892.00	169,609.09	273,581.11	443,190.20	233,701.80	34.53%	381,562.89	(71,207.02)	310,355.87			(132,834.33)	-42.80%
TOTAL EXPENDITURES	2,349,132.00	18.87	676,892.00	169,609.09	273,581.11	443,190.20	233,701.80	34.53%	381,562.89	(71,207.02)	310,355.87			(132,834.33)	-42.80%
Fund 16 - CAPITAL IMPROVEMENTS FUND:															
TOTAL REVENUES	3,054,000.00	5.28	243,232.45	161,243.05	0.00	161,243.05	(81,989.40)	-33.71%	76,419.50	0.00	76,419.50			84,823.55	111.00%
TOTAL EXPENDITURES	2,349,132.00	18.87	676,892.00	169,609.09	273,581.11	443,190.20	233,701.80	34.53%	381,562.89	(71,207.02)	310,355.87			(132,834.33)	-42.80%
NET OF REVENUES & EXPENDITURES	704,868.00	40.00	(433,659.55)	(8,366.04)	(273,581.11)	(281,947.15)	151,712.40	-34.98%	(305,143.39)	71,207.02	(233,936.37)			(48,010.78)	20.52%

FUND 19 Police Protection

Revenue, Expenditures and Net Surplus/IDefictl/IDefict) are on budget for FY23 YTD and slightly ahead of FY22 YTD.

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTD Act I	YTD Encumb	YTD Act I + +Enc	YTD Budgvs. YTD Act I +Enc	%Over or Under	Prior YTD Act I	Prior Yr Encumb	Prior YTD Act I + Prior YTD Enc	Prior YTD Budgt Vs. Act I + Encumb	%Over or Under
	Original Budg	%of Annual BudgUsed											
Fund 19 - POLICE PROTECTION													
Revenues													
PROPERTY TAX REVENUE													
19 41010	PROPERTY TAXES	38,100.00	50.96	18,873.57	19,416.14	0.00	19,416.14		13,295.26	0.00	13,295.26		
PROPERTY TAX REVENUE		38,100.00	50.96	18,873.57	19,416.14	0.00	19,416.14		13,295.26	a.a	13,295.26		
INTEREST INCOME													
19 43030	INTEREST	40.00	387.55	10.93	155.02	0.00	155.02		4.37	0.00	4.37		
INTEREST INCOME		40.00	387.55	10.93	155.02	0.00	155.02		4.37	0.00	4.37		
TOTAL REVENUES		38,140.00	51.31	18,884.50	19,571.16	0.00	19,571.16		13,299.63	0.00	13,299.63		
Expenditures													
CONTRACTUAL													
19 54281	CONTRACTUAL PERSONNEL	35,000.00	70.26	23,800.00	24,589.85	0.00	24,589.85		21,965.26	0.00	21,965.26		
CONTRACTUAL		35,000.00	70.26	23,800.00	24,589.85	0.00	24,589.85		21,965.26	0.00	21,965.26		
TOTAL EXPENDITURES		35,000.00	70.26	23,800.00	24,589.85	a.a	24,589.85		21,965.26	0.00	21,965.26		
Fund 19 - POLICE PROTECTION:													
TOTAL REVENUES		38,140.00	51.31	18,884.50	19,571.16	0.00	19,571.16		13,299.63	0.00	13,299.63		
TOTAL EXPENDITURES		35,000.00	70.26	23,800.00	24,589.85	0.00	24,589.85		21,965.26	0.00	21,965.26		
NET OF REVENUES & EXPENDITURES		3,140.00	159.83	(4,915.50)	(5,018.69)	0.00	(5,018.69)		(8,665.63)	0.00	(8,665.63)		

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

FUND 21 Bond Amortization Fund

Revenue is \$19,065 or 3.14% over FY23 Budget YTD and \$11,312 or 1.78% less than FY22 YTD, for the 1st Quarter.

Property Tax receipts are \$17,614 or 2.90% over budget for FY23 YTD and \$12,776 or 2.0% less than FY22 YTD.

Interest Income receipts are \$1,451 or 10,678.44% over budget for FY23 YTD and \$1,465 over FY22 YTD.

Expenditures are at zero for both FY23 and FY22 YTD.

Net Surplus/(Deficit) is \$19,065 or 3.14% over budget for FY23 YTD and \$11,312 or 1.78% less than FY22 YTD.

champaign Park District
 Quarter 1, FY2022-2023
 Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
 QUARTER 1, FYE2023

FUND ACC- DESCRIPTION	FYE2023		YTD Budg	YTDAct'l	YTD Encumb	YTDAct'I +YTDEnumb	YTD Budgvs.		Prior YTD Act')	Prior Yr Encumb	Prior YTD Act' + Prior YTD Enc	PriorYTD Budgt Vs. Act')	%Over or Under
	Original	Budg %of Annual BudgUsed					+ Enc	%Over or Under					
Fund 21 • BOND AMORTIZATION FUND													
Revenues													
PROPERTY TAX REVENUE													
2141010	1,225,100.00	50.97	606,870.63	624,484.65	0.00	624,484.65			637,261.00	0.00	637,261.00	(11,776.35)	-2.00%
PROPERTY TAX REVENUE	1,225,100.00	50.97	606,870.63	624,484.65	0.00	624,484.65	17,614.02	290%	637,261.00	0.00	637,261.00	(11,776.35)	-2.00%
INTEREST INCOME													
2143030	60.00	2,441.32	13.59	1,464.79	0.00	1,464.79			0.00	0.00	0.00		
INTEREST INCOME	60.00	2,441.32	13.59	1,464.79	0.00	1,464.79	1,451.20	10678.44%	0.00	0.00	0.00	1,464.79	100.00%
TOTAL REVENUES	1,225,160.00	51.09	606,884.22	625,949.44	0.00	625,949.44	19,065.22	3.14%	637,261.00	0.00	637,261.00	(11,311.56)	-1.78%
Expenditures													
TRANSFERS TO OTHER FUNDS													
2159409	1,246,724.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
TRANSFERS TO OTHER FUNDS	1,246,724.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%	0.00	0.00	0.00	0.00	100.00%
TOTAL EXPENDITURES	1,246,724.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%	0.00	0.00	0.00	0.00	100.00%
Fund 21 • BOND AMORTIZATION FUND:													
TOTAL REVENUES	1,225,160.00	51.09	606,884.22	625,949.44	0.00	625,949.44	19,065.22	3.14%	637,261.00	0.00	637,261.00	(11,311.56)	-1.78%
TOTAL EXPENDITURES	1,246,724.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%	0.00	0.00	0.00	0.00	100.00%
NET OF REVENUES & EXPENDITURES	(21,564.00)	2,902.75	606,884.22	625,949.44	0.00	625,949.44	19,065.22	3.14%	637,261.00	0.00	637,261.00	(11,311.56)	-1.78%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

Fund 22 Bond Proceeds Fund

Revenue is only Interest Income. It is \$3,709 or 266.74% over FY23 Budget YTD and \$4,971 or 3,869.45% more than FY22 YTD, for the 1st Quarter.

Expenditures for Vehicles Equipment and Park Construction/Improvements are \$662,908 or 185.40% under FY23 budget YTD and \$713,888 or 232.85% less than FY22 YTD.
This large overage relates to the swift completion of the Pickleball Courts and work on Seamen Field. Which was budgeted, but at a slower pace of completion.

Net Surplus/(Deficit) is \$659,200 or 185.08% under budget for FY23 budget YTD and \$708,917 or 291.99% less than FY22 YTD. Spending down prior year bond proceeds wich are one the balance sheet.

Champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTDAct'I	YTDEncumb	YTDAct'I +YTD Enumb	YTD Budgvs.		Prior YTD Act'I	Prior Yr Encumb	PriorYTD		%Over or Under
	Original Budg	%of Annual BudgUsed					YTDAct'I +Enc	%Over or Under			Prior YTD Act'I + Encumb	Budgt Vs. Act'I + Encumb	
Fund 22 - BOND PROCEEDS FUND													
Revenues													
INTEREST INCOME													
2243030 INTEREST	5,000.00	101.98	1,390.41	5,099.15	0.00	5,099.15			128.46	0.00	128.46		
INTEREST INCOME	5,000.00	101.98	1,390.41	5,099.15	0.00	5,099.15	3,708.74	266.74%	128.46	0.00	128.46	4,970.69	3869.45%
TRANSFERS FROM OTHER FUNDS													
22 46500 TRANSFER N	1,246,724.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
TRANSFERS FROM OTHER FUNDS	1,246,724.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%	0.00	0.00	0.00	0.00	100.00%
TOTAL REVENUES	1,251,724.00	0.41	1,390.41	5,099.15	0.00	5,099.15	3,708.74	266.74%	128.46	0.00	128.46	4,970.69	3869.45%
Expenditures													
CONTRACTUAL													
22 54215 PROFESSIONAL FEES	3,428.00	12.49	428.00	428.00	0.00	428.00			428.00	0.00	428.00	0.00	100.00%
CONTRACTUAL	3,428.00	12.49	428.00	428.00	0.00	428.00	0.00	100.00%	428.00	0.00	428.00	0.00	100.00%
CAPITAL OUTLAY													
22 61504 VEHICLES/ EQUIPMENT	250,531.00	44.52	62,632.77	0.00	111,530.49	111,530.49			0.00	111,530.49	111,530.49		
22 61508 PARK CONSTRUCTION/IMPROVEMENTS	902,306.00	98.14	272,263.99	237,203.74	648,284.13	885,487.87			213,762.05	(47,866.84)	165,895.21		
CAPITAL OUTLAY	1,152,837.00	86.48	334,896.76	237,203.74	759,814.62	997,018.36	(662,121.60)	-197.71%	213,762.05	63,663.65	277,425.70	(719,592.66)	-259.38%
DEBT SERVICE PRINCIPAL													
22 59405 BOND REDEMPTION	495,000.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
DEBT SERVICE PRINCIPAL	495,000.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%	0.00	0.00	0.00	0.00	100.00%
DEBT SERVICE INTEREST/FEES													
22 59407 INTEREST EXPENSE	51,500.00	44.71	22,238.20	23,025.00	0.00	23,025.00			28,730.00	0.00	28,730.00		
DEBT SERVICE INTEREST/FEES	51,500.00	44.71	22,238.20	23,025.00	0.00	23,025.00	(786.80)	-3.54%	28,730.00	0.00	28,730.00	5,705.00	19.86%
TOTAL EXPENDITURES	1,702,765.00	59.93	357,562.96	260,656.74	759,814.62	1,020,471.36	(662,908.40)	-185.40%	242,920.05	63,663.65	306,583.70	(713,887.66)	-232.85%
Fund 22-BOND PROCEEDS FUND:													
TOTAL REVENUES	1,251,724.00	0.41	1,390.41	5,099.15	0.00	5,099.15	3,708.74	266.74%	128.46	0.00	128.46	4,970.69	3869.45%
TOTAL EXP IN DITURES	1,702,765.00	59.93	357,562.96	260,656.74	759,814.62	1,020,471.36	(662,908.40)	-185.40%	242,920.05	63,663.65	306,583.70	(713,887.66)	-232.85%
NET OF REVENUES & EXPENDITURES	(451,041.00)	225.12	(356,172.55)	(255,557.59)	(759,814.62)	(1,015,372.21)	(659,199.66)	185.08%	(242,791.59)	(63,663.65)	(306,455.24)	(708,916.97)	231.33%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

Fund 24 Land Acquisition Fund

Revenue is only Interest Income and Transfers In. It is \$9,065 or 74.56% under FY23 Budget YTD and \$2,964 or 2,286.14% less than FY22 YTD, for the 1st Quarter.

Expenditures are zero.

Net Surplus/(Deficit) is \$9,065 or 74.56% under budget for FY23 YTD and \$2,964 or 2,286.14% less than FY22 YTD. Timing only.

Champaign Park District
 Quarter 1, FY2022-2023
 Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
 QUARTER 1, FYE2023

FUND ACCO DESCRIPTION	FYE2023		YTD Budg	YTDAct'I	YTD Encumb	YTDAct'I +YTDEnumb	YTD Budgvs.		%Over or Under	Prior YTD Act'I	Prior Yr Encumb	Prior YTD		%Over or Under
	Original	Budg					%of Annual BudgUsed	YTD Act'I +Enc				Prior YTD Act'I + Encumb	Budgt Vs. Act'I + Encumb	
Fund 24 - LAND ACQUISITION FUND														
Revenues														
INTEREST INCOME														
2443030 INTEREST INCOME	5,500.00	56.25	1,467.67	3,093.87	0.00	3,093.87				129.66	0.00	129.66		
INTEREST INCOME	5,500.00	56.25	1,467.67	3,093.87	0.00	3,093.87	1,626.20	110.80%		129.66	0.00	129.66	2,964.21	2286.14%
SPECIAL RECEIPTS														
2446150 SPECIAL RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00		
SPECIAL RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00		
CONTRIBUTIONS/SPONSORSHIPS														
2447105 DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00		
CONTRIBUTIONS/SPONSORSHIPS	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00		
TRANSFERS FROM OTHER FUNDS														
2446500 TRANSFER IN	100,000.00	0.00	10,691.67	0.00	0.00	0.00				0.00	0.00	0.00		
TRANSFERS FROM OTHER FUNDS	100,000.00	0.00	10,691.67	0.00	0.00	0.00	(89,308.33)	-100.00%		0.00	0.00	0.00		
TOTAL REVENUES	105,500.00	2.93	12,159.34	3,093.87	0.00	3,093.87	(9,065.47)	-74.56%		129.66	0.00	129.66	2,964.21	2286.14%
Expenditures														
CAPITAL OUTLAY														
24 61508 PARK CONSTRUCTION/IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00		
24 61520 LAND ACQUISITION/DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00		
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00		
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00		
Fund 24 - LAND ACQUISITION FUND:														
TOTAL REVENUES	105,500.00	2.93	12,159.34	3,093.87	0.00	3,093.87	9,065.47	74.56%		129.66	0.00	129.66	2,964.21	2286.14%
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		0.00	0.00	0.00	0.00	0.00%
NET OF REVENUES & EXPENDITURES	105,500.00	2.93	12,159.34	3,093.87	0.00	3,093.87	9,065.47	74.56%		129.66	0.00	129.66	2,964.21	2286.14%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

Fund 25 Park Development Fund

Revenue is only Interest Income. It is \$1,058 or 111.50% greater than FY23 Budget YTD and \$1,900 or 1,782.24% more than FY22 YTD, for the 1st Quarter.

Expenditures are only Park Construction/Improvements are \$136,223 under FY23 budget YTD and \$1,280 or 41.88% less than FY22 YTD.

Net Surplus/(Deficit) is \$137,281 or 100.17% more than budgeted for FY23 YTD and \$3,180 or 107.80% more than FY22 YTD.

champaign Park District
Quarter 1, FY2022-2023
Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
QUARTER 1, FYE2023

FUND ACCC DESCRIPTION	FYE2023		YTD Budg	YTD Act'l	YTD Encumb	YTD Act'I +YTD Enumb	YTD Budgvs.		Prior YTD Act'I	Prior Yr Encumb	Prior YTD Enc	Prior YTD Budgt Vs. Act'I + Encumb	%Over or Under
	Original	Budg Used					%of Annual Budg Used	%Over or Under					
Fund 25 - PARK DEVELOPMENT FUND													
Revenues													
INTEREST INCOME													
25 43030 INTEREST	3,500.00	57.33	948.78	2,006.66	0.00	2,006.66			106.61	0.00	106.61		
INTEREST INCOME	3,500.00	57.33	948.78	2,006.66	0.00	2,006.66	1,057.88	111.50%	106.61	a.co	106.61	1,900.05	1782.24%
SPECIAL RECEIPTS													
25 46150 SPECIAL RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
SPECIAL RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
CAPITAL GRANTS													
25 47202 GRANT PROCEEDS STATE CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
CAPITAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
TRANSFERS FROM OTHER FUNDS													
2546500 TRANSFER IN	100,000.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
TRANSFERS FROM OTHER FUNDS	100,000.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
TOTAL REVENUES	103,500.00	1.94	948.78	2,006.66	0.00	2,006.66	1,057.88	111.50%	106.61	a.co	106.61	1,900.05	1782.24%
Expenditures													
CAPITAL OUTLAY													
25 61508 PARK CONSTRUCTION/IMPROVEMENTS	138,000.00	1.29	138,000.00	0.00	1,776.66	1,776.66			3,057.00	0.00	3,057.00		
CAPITAL OUTLAY	138,000.00	1.29	138,000.00	0.00	1,776.66	1,776.66	136,223.34	98.71%	3,057.00	a.co	3,057.00	1,280.34	41.88%
TOTAL EXPENDITURES	138,000.00	1.29	138,000.00	0.00	1,776.66	1,776.66	136,223.34	98.71%	3,057.00	0.00	3,057.00	1,280.34	41.88%
Fund 25 - PARK DEVELOPMENT FUND:													
TOTAL REVENUES	103,500.00	1.94	948.78	2,006.66	0.00	2,006.66	(1,057.88)	-111.50%	106.61	0.00	106.61	1,900.05	1782.24%
TOTAL EXPENDITURES	138,000.00	1.29	138,000.00	0.00	1,776.66	1,776.66	136,223.34	98.71%	3,057.00	0.00	3,057.00	1,280.34	41.88%
NET OF REVENUES & EXPENDITURES	(34,500.00)	0.67	(137,051.22)	2,006.66	(1,776.66)	230.00	(137,281.22)	100.17%	(2,950.39)	0.00	(2,950.39)	3,180.39	-107.80%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

Fund 26 Trails and Pathways Fund

Fund Revenue and Expenditures are on budget through Q 1 FY23.

Champaign Park District
 Quarter 1, FY2022-2023
 Financials w Variance Analysis

10/05/2022

REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
 QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023		YTD Budg	YTD Act'l	YTD Encumb	YTD Act'l	YTD Budgvs.		Prior YTD Act'l	Prior Yr Encumb	Prior YTD Act'l + Prior YTD Enc	Prior YTD Budgt Vs. Act'l + Encumb	%Over or Under
	Original	Budg					% of Annual Budg Used	+ Enc					
Fund 26-TRAILS AND PATHWAYS FUND													
Revenues													
INTEREST INCOME													
2643030 INTEREST	1,200.00	89.20	299.78	1,070.34	0.00	1,070.34			51.88	0.00	51.88		
INTEREST INCOME	1,200.00	89.20	299.78	1,070.34	0.00	1,070.34			51.88	0.00	51.88		
TRANSFERS FROM OTHER FUNDS													
2646500 TRANSFER IN	100,000.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
TRANSFERS FROM OTHER FUNDS	100,000.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
TOTAL REVENUES	101,200.00	1.06	299.78	1,070.34	0.00	1,070.34			51.88	0.00	51.88		
Expenditures													
CAPITAL OUTLAY													
26 61S08 PARK CONSTRUCTION/IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
Fund 26 -TRAILS AND PATHWAYS FUND:													
TOTAL REVENUES	101,200.00	1.06	299.78	1,070.34	0.00	1,070.34			51.88	0.00	51.88		
TOTAL EXPEN DITURES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00		
NET OF REVENUES & EXPENDITURES	101,200.00	1.06	299.78	1,070.34	0.00	1,070.34	(770.56)	-257.04%	51.88	0.00	51.88	1,018.46	1963.11%

Champaign Park District
Quater 1, FYE 2023
Variance Analysis

Fund 27 Martens Center and Human Kinetics Park Captial Fund

Fund Revenue and Expenditures are in the process of being closed out for the end of the project. Nothing to report at this time. Summary of Project forthcoming.

Champaign Park District
 Quarter 1, FY2022-2023
 Financials w Variance Analysis

10/05/2022 REVENUE AND EXPENDITURE REPORT FOR CHAMPAIGN PARK DISTRICT
 QUARTER 1, FYE2023

FUND ACC/ DESCRIPTION	FYE2023 Original Budg	%of Annual BudgUsed	YTD Budg	YTDAct'I	YTD Encumb	YTDAct'I +YTD Enumb	YTD Budgvs.		Prior YTO Act'I	Prior Yr Encumb	Prior YTO	
							YTDAct'I +Enc	%over or Under			Prior YTO Act'I + Encumb	Budget Vs. Act'I + Encumb
Fund 27 - MARTENS CENTER & HK PARK CAPITAL FUND												
Revenues												
INTEREST INCOME												
2743030 INTEREST	5,000.00	96.18	4,808.98	0.00	1,637.46	4,808.98			204.36	0.00	204.36	
INTEREST INCOME	5,000.00	96.18	4,808.98	0.00	1,637.46	4,808.98			204.36	0.00	204.36	
SPECIAL RECEIPTS												
2746160 OTHER REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
SPECIAL RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
TRANSFERS FROM OTHER FUNDS												
2746500 TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
CONTRIBUTIONS/SPONSORSHIPS												
2747105 DONATIONS	340,000.00	33.82	115,000.00	0.00	340,000.00	115,000.00			100,000.00	0.00	100,000.00	
2747168 CAPITAL DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
CONTRIBUTIONS/SPONSORSHIPS	340,000.00	33.82	115,000.00	0.00	340,000.00	115,000.00			100,000.00	0.00	100,000.00	
CAPITAL GRANTS												
2747201 GRANT PROCEEDS- FEDERAL CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
2747202 GRANT PROCEEDS STATE CAPITAL	184,943.00	0.00	0.00	0.00	0.00	0.00			15,057.00	0.00	15,057.00	
CAPITAL GRANTS	184,943.00	0.00	0.00	0.00	0.00	0.00			15,057.00	0.00	15,057.00	
TOTAL REVENUES	529,943.00	22.61	119,808.98	0.00	341,637.46	119,808.98			115,261.36	0.00	115,261.36	
Expenditures												
CONTRACTUAL												
2754201 POSTAGE AND MAILING	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
2754202 PRINTING AND DUPLICATING	1,000.00	0.00	0.00	0.00	0.00	0.00			544.00	0.00	544.00	
2754205 LEGAL PUBLICATIONS/NOTICES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
2754212 ATTORNEY FEES	0.00	0.00	0.00	0.00	0.00	0.00			5,481.50	0.00	5,481.50	
2754214 ARCHITECT AND ENGINEERING FEES	0.00	100.00	6,879.10	2,414.00	0.00	9,293.10			0.00	0.00	0.00	
2754215 PROFESSIONAL FEES	4,065.00	541.32	4,392.82	17,611.83	2,033.25	22,004.65			47,715.00	(8,267.50)	39,447.50	
2759412 PROPERTY/SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
CONTRACTUAL	5,065.00	617.92	11,271.92	20,025.83	2,033.25	31,297.75			53,740.50	(8,267.50)	45,473.00	
COMMODITIES/SUPPLIES												
2755301 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
COMMODITIES/SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
CAPITAL OUTLAY												
2761508 PARK CONSTRUCTION/IMPROVEMENTS	1,363,679.00	105.08	596,358.22	836,536.52	1,363,679.00	1,432,894.74			1,827,784.38	(646,998.34)	1,180,786.04	
2761520 LAND ACQUISITION/DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	
CAPITAL OUTLAY	1,363,679.00	105.08	596,358.22	836,536.52	1,363,679.00	1,432,894.74			1,827,784.38	(646,998.34)	1,180,786.04	
TOTAL EXPENDITURES	1,368,744.00	106.97	607,630.14	856,562.35	1,365,712.25	1,464,192.49			1,881,524.88	(655,265.84)	1,226,259.04	
Fund 27 - MARTENS CENTER & HK PARK CAPITAL FUND:												
TOTAL REVENUES	529,943.00	22.61	119,808.98	0.00	341,637.46	119,808.98			115,261.36	0.00	115,261.36	
TOTAL EXPENDITURES	1,368,744.00	106.97	607,630.14	856,562.35	1,365,712.25	1,464,192.49			1,881,524.88	(655,265.84)	1,226,259.04	
NET OF REVENUES & EXPENDITURES	(838,801.00)	160.27	(487,821.16)	(856,562.35)	(1,024,074.79)	(1,344,383.51)			(1,766,263.52)	655,265.84	(1,110,997.68)	