

Morton Grove Park District

6834 Dempster Street • Morton Grove, Illinois • 60053 847/965-1200



**MORTON GROVE
PARK DISTRICT**

**Board Meeting Agenda
April 21, 2021 at 6:30pm
Held at Prairie View Community Center**

- I. **Roll Call**
 - II. **Pledge of Allegiance**
 - III. **Additions/Changes to the Agenda**
 - IV. **Citizens Comments/Correspondence on Agenda Items**
 - V. **Consent Agenda:**
 - a. **Approval of Minutes:** Minutes of the March 17, 2021 meeting
 - b. **Approval of Financial Reports**
 - 1. Cash Summary and the Revenue and Expenditure Report dated March 31, 2021
 - 2. Invoice Distribution Report ending March 31, 2021 in the amount of \$268,931.69
 - VI. **Director's Report**
 - VII. **Attorney's Report**
 - VIII. **Village Liaison Report**
 - IX. **Department Reports**
 - X. **New Business**
 - a. **Administration and Finance Committee – Commissioner Minx, Chair**
 - ACTION ITEM:** Closed Session Resolution #R-04-21
 - ACTION ITEM:** Comprehensive Plan Agreement
 - ACTION ITEM:** Court Repairs Engineering
 - ACTION ITEM:** Disposal Ordinance #O-01-21
 - NON-ACTION ITEM:** General Use Regulations Review
 - NON-ACTION ITEM:** Summer Camp Overview
 - NON-ACTION ITEM:** Mission Statement
- XI. **Public Comment on Non-Agenda Items**
- XII. **Commissioner Comments:** Commissioner Epperson, Commissioner Khan, Commissioner Schmidt, Commissioner minx, Commissioner White
- XIII. **Closed Session:**

I move that the Board enter closed session in accordance with the Open Meetings Act section 120/2(c)(1) and (21).
- XIV. **Approval of Closed Session Minutes:** Minutes from the March 17, 2021 meeting
- XV. **Adjournment**

The Prairie View Community Center is an ADA accessible building. Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the Park District's ADA Compliance Officer, Jeffrey Wait, at the Prairie View Community Center by mail at 6834 Dempster, St. Morton Grove, IL 60053, by phone at (847) 965-1200, Monday through Friday 9:00am until 5:00pm or by email to jwait@mgparks.com at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter generally require at least 5 business days' notice. For the deaf or hearing impaired please use the Illinois Relay Center Voice only operator at (800) 526-0857.

Consent Agenda: April 21, 2021 – Commissioner Paul Minx

Minutes:

I move to accept the recommendation of the Administration and Finance Committee to approve the:

- The Board Meeting held on March 17, 2021

Financial Reports which include:

- The Cash Summary and Revenue Report dated March 31, 2021
- The Invoice Distribution Report ending March 31, 2021 in the amount of \$268,931.69

Approval of Minutes

Morton Grove Park District

6834 Dempster Street ■ Morton Grove, Illinois ■ 60053 847/965-1200



**MORTON GROVE
PARK DISTRICT**

Minutes of the 833th Board Meeting
March 17, 2021
Held at Prairie View Community Center

I. **Roll Call:** Commissioner Minx called the meeting to order at 6:30pm.

Commissioners Present: Paul Minx, Mazhar Khan, Steve Schmidt.

Absent: Erica Epperson, and Keith White

Staff Present: Jeffrey Wait, Executive Director; Marty O'Brien, Superintendent of Finance; Sue Braubach, Superintendent of Recreation; and Luisa Gonzalez, Recording Secretary.

Guest present: Rita Minx, Village Trustee

II. **Pledge of Allegiance**

III. **Additions/Changes to the Agenda:** None

IV. **Citizens Comments on Agenda Items/Correspondence:** None

V. **Consent Agenda:**

Commissioner Minx made a motion, seconded by Commissioner Khan, to approve:

a. The minutes of the Board Meeting held on February 17, 2021

b. The Financial Reports:

1. The Cash Summary and Revenue and Expenditure Report dated February 28, 2021

2. The Invoice Distribution Report ending February 28, 2021 in the amount of \$758,072.05

Ayes: Commissioner Minx, Schmidt, and Khan. Nays: 0. Motion carried.

VI. **Director's Report:** Director Wait noted that the District has special events coming up including Eggstravaganza, the Doggy Egg Hunt, and Color the Park Day at Harrer Park. More information about these and other events can be found on our website at mortongroveparks.com. Wait mentioned that Harrer Pool is progressing. The exterior walls to the bathhouse and office are almost complete, the plunge pool concrete has been poured, and the deep-water pools have been formed. Wait explained that Austin Park is almost done. The District is waiting for warmer weather to do some landscaping to finish it. Wait also mentioned that Trevor Stibbe, athletic supervisor submitted his two weeks' notice and the District is in the process of finding his replacement.

VII. **Attorney Report:** Director Wait noted that Steve Adams submitted his report electronically to each Board member's email account.

VIII. **Village Liaison Report:** None

- IX. Department Head Reports:** Superintendent O'Brien explained that the finance department is in the process of completing the District's audit. Once the audit is completed, the finance department will approach the Board with a final report in June for approval. O'Brien stated that the District has received a partial payment of \$111,850 from OSLAD which is an Illinois Department of Natural Resource grant the District is using to pay for half of the construction cost for Austin Park. O'Brien explained that the district will receive the other half once Austin Park is fully completed and has been audited by an outside firm.

Superintendent Braubach stated that staff has been working on the summer guide which will be reviewed and sent to residents in late April. Registration for summer programs starts the first Monday in May for residents. Braubach noted the District had its Clover Hunt event this month with 25 kids in attendance. Braubach mentioned that fitness has been busy reinstating memberships, and hiring a new personal trainer. Braubach explained that softball league registration is now open, and the leagues will start the first week in May. Lastly Braubach indicated that the Annual Dance Recital will be held at Prairie View this year.

X. New Business:

a. Administration and Finance Committee – Commissioner Minx, Chair

Harrer Pool Landscaping Bid: Director Wait explained that back in October of 2020 the Board approved bid for landscaping for Harrer Pool. However the lowest bidder Breezy Hill Nursery made an error in their proposal bid amount. Based on WB Olson's recommendation, the District rebid it. Wait noted that Breezy Hill Nursery remained the lowest bidder even with their corrected amount. The Board needs to approve the difference between the two bids.

Commissioner Minx made a motion, seconded by Commissioner Schmidt that the Morton Grove Park Board approve the landscaping rebid from Breezy Hill Nursery Inc in the amount of \$19,349. **Ayes: Commissioner Khan, Schmidt, and Minx. Nays: 0. Motion carried.**

James Haddon Resolution: Commissioner Minx made a motion, seconded by Commissioner Schmidt that the Morton Grove Park Board of Commissioners approve Resolution R-03-21 accepting a donation in the amount of \$25,941.71 for the purpose of naming the north ballfield at Mansfield Park after James Haddon a resident of Morton Grove and avid softball player at Mansfield Park who passed away from COVID for a period of not less than twenty-five years . **Ayes: Commissioner Schmidt, Khan, and Minx. Nays: 0. Motion carried.**

IAPD Accreditation letter: Commissioner Minx made a motion, seconded by Commissioner Khan that the Morton Grove Park Board of Commissioners approve filing the application for the District to go through the renewal process for its Distinguished Agency Accreditation status. **Ayes: Commissioner Schmidt, Khan, and Minx. Nays: 0. Motion carried.**

XI. Public Comment on Non-Agenda Items: None.

XII. Commissioner Comments:

Commissioner Khan: Thanked Director Wait for his leadership and thanked the department heads for an outstanding job.

Commissioner Schmidt: Thanked entire staff and said he can't wait until the summer and to get back to a sense of normalcy.

Commissioner Minx: Commented he is excited that people are getting COVID shots and that the District is getting programs running again.

- XIII. Closed Session:** At approximately 6:50pm Commissioner Minx made a motion, seconded by Commissioner Khan for the Board to go into closed session in accordance with the Open Meeting Act section 120/2/c/(1) and for section 120/2(c)(21). **Ayes: Commissioner Khan, Schmidt, and Minx. Nays: 0. Motion carried.**

The meeting reconvened at approximately 7:00pm

No action was taken during closed session.

Commissioner Minx made a motion, seconded by Commissioner Schmidt to approve the minutes of the closed session meeting held on February 17, 2021 **Ayes: Commissioner Schmidt, Khan, and Minx. Nays: 0. Motion carried.**

- XIV. Adjournment:** Commissioner Minx made a motion, seconded by Commissioner Khan to adjourn the meeting. **Motion carried by voice vote.**

Meeting ended at approximately 7:09pm.

Board President, Keith White

Board Secretary, Jeffrey Wait

Financials

- Cash Summary
- Revenue and Expenditures Report
- The Invoice Distribution Report
- Card Services Report

CASH SUMMARY BY FUND FOR MORTON GROVE PARK DISTRICT
 FROM 03/01/2021 TO 03/31/2021
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 03/01/2021	Total Debits	Total Credits	Ending Balance 03/31/2021
01	CORPORATE	447,196.48	604,388.88	99,795.79	951,789.57
02	RECREATION	567,381.47	388,862.53	84,608.40	871,635.60
15	MUSEUM	9,087.40	0.00	1,409.72	7,677.68
20	I.M.R.F.	174,686.54	39,103.59	16,076.76	197,713.37
22	F.I.C.A.	147,438.60	39,103.59	8,787.41	177,754.78
25	BOND & INTEREST	114,691.89	263,839.51	0.00	378,531.40
30	LIABILITY INSURANCE	39,826.06	0.00	6,281.70	33,544.36
35	SPECIAL RECREATION	386,414.21	99,062.44	0.00	485,476.65
40	AUDIT	8,364.17	0.00	13,700.00	(5,335.83)
70	CAPITAL IMPROVEMENTS	16,027,149.88	184,980.81	364,680.07	15,847,450.62
99	PAYROLL CLEARING FUND	31,495.04	87,635.71	91,240.05	27,890.70
	TOTAL - ALL FUNDS	17,953,731.74	1,706,977.06	686,579.90	18,974,128.90

GL NUMBER	DESCRIPTION	2021		YTD BALANCE		ACTIVITY FOR	AVAILABLE		
		AMENDED BUDGET	NORMAL	03/31/2021	(ABNORMAL)		MONTH	NORMAL	(ABNORMAL)
Fund 01 - CORPORATE									
Fund 01 - CORPORATE:									
TOTAL REVENUES		2,238,900.00		805,653.88		603,901.84	1,433,246.12		35.98
TOTAL EXPENDITURES		2,238,900.00		287,650.02		99,308.75	1,951,249.98		12.85
NET OF REVENUES & EXPENDITURES		0.00		518,003.86		504,593.09	(518,003.86)		100.00
Fund 02 - RECREATION									
Fund 02 - RECREATION:									
TOTAL REVENUES		2,089,700.00		504,868.71		390,036.19	1,584,831.29		24.16
TOTAL EXPENDITURES		2,089,700.00		236,988.78		84,390.32	1,852,711.22		11.34
NET OF REVENUES & EXPENDITURES		0.00		267,879.93		305,645.87	(267,879.93)		100.00
Fund 05 - POLICE									
Fund 05 - POLICE:									
TOTAL REVENUES		7,000.00		0.00		0.00	7,000.00		0.00
TOTAL EXPENDITURES		7,000.00		0.00		0.00	7,000.00		0.00
NET OF REVENUES & EXPENDITURES		0.00		0.00		0.00	0.00		0.00
Fund 15 - MUSEUM									
Fund 15 - MUSEUM:									
TOTAL REVENUES		20,000.00		0.00		0.00	20,000.00		0.00
TOTAL EXPENDITURES		20,000.00		3,543.42		1,409.72	16,456.58		17.72
NET OF REVENUES & EXPENDITURES		0.00		(3,543.42)		(1,409.72)	3,543.42		100.00
Fund 20 - I.M.R.F.									
Fund 20 - I.M.R.F.:									
TOTAL REVENUES		250,000.00		49,809.03		39,103.59	200,190.97		19.92
TOTAL EXPENDITURES		250,000.00		49,234.47		16,076.76	200,765.53		19.69
NET OF REVENUES & EXPENDITURES		0.00		574.56		23,026.83	(574.56)		100.00
Fund 22 - F.I.C.A.									
Fund 22 - F.I.C.A.:									
TOTAL REVENUES		200,000.00		49,759.18		39,103.59	150,240.82		24.88
TOTAL EXPENDITURES		200,000.00		25,671.65		8,787.41	174,328.35		12.84
NET OF REVENUES & EXPENDITURES		0.00		24,087.53		30,316.18	(24,087.53)		100.00
Fund 25 - BOND & INTEREST									
Fund 25 - BOND & INTEREST:									
TOTAL REVENUES		1,000,000.00		335,301.79		263,839.51	664,698.21		33.53
TOTAL EXPENDITURES		1,000,000.00		0.00		0.00	1,000,000.00		0.00
NET OF REVENUES & EXPENDITURES		0.00		335,301.79		263,839.51	(335,301.79)		100.00
Fund 26 - BOND AND INTEREST - HARRER POOL									
Fund 26 - BOND AND INTEREST - HARRER POOL:									
TOTAL REVENUES		550,000.00		0.00		0.00	550,000.00		0.00
TOTAL EXPENDITURES		550,000.00		0.00		0.00	550,000.00		0.00
NET OF REVENUES & EXPENDITURES		0.00		0.00		0.00	0.00		0.00
Fund 30 - LIABILITY INSURANCE									
Fund 30 - LIABILITY INSURANCE:									
TOTAL REVENUES		102,000.00		0.00		0.00	102,000.00		0.00
TOTAL EXPENDITURES		102,000.00		12,655.87		6,281.70	89,344.13		12.41
NET OF REVENUES & EXPENDITURES		0.00		(12,655.87)		(6,281.70)	12,655.87		100.00

GL NUMBER	DESCRIPTION	2021 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 35 - SPECIAL RECREATION						
Fund 35 - SPECIAL RECREATION:						
TOTAL REVENUES		350,000.00	125,835.91	99,062.44	224,164.09	35.95
TOTAL EXPENDITURES		350,000.00	32,737.25	0.00	317,262.75	9.35
NET OF REVENUES & EXPENDITURES		0.00	93,098.66	99,062.44	(93,098.66)	100.00
Fund 40 - AUDIT						
Fund 40 - AUDIT:						
TOTAL REVENUES		16,000.00	0.00	0.00	16,000.00	0.00
TOTAL EXPENDITURES		16,000.00	13,700.00	13,700.00	2,300.00	85.63
NET OF REVENUES & EXPENDITURES		0.00	(13,700.00)	(13,700.00)	13,700.00	100.00
Fund 70 - CAPITAL IMPROVEMENTS						
Fund 70 - CAPITAL IMPROVEMENTS:						
TOTAL REVENUES		13,164,000.00	137,368.81	25,518.81	13,026,631.19	1.04
TOTAL EXPENDITURES		13,164,000.00	676,909.10	45,756.07	12,487,090.90	5.14
NET OF REVENUES & EXPENDITURES		0.00	(539,540.29)	(20,237.26)	539,540.29	100.00
TOTAL REVENUES - ALL FUNDS		19,987,600.00	2,008,597.31	1,460,565.97	17,979,002.69	10.05
TOTAL EXPENDITURES - ALL FUNDS		19,987,600.00	1,339,090.56	275,710.73	18,648,509.44	6.70
NET OF REVENUES & EXPENDITURES		0.00	669,506.75	1,184,855.24	(669,506.75)	100.00

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Check 313220					
70-10-586147	EXP MISCELLANEOUS-AUSTIN P	HACIENDA LANDSCAPING INC.	AUSTIN PARK DEVELOPMENT	159,462.00	313220
Total For Check 313220				159,462.00	
Check 313222					
02-10-581400	EXP MISCELLANEOUS-DUES & S	ASCAP	MUSIC LICENSE FEE	186.33	313222
Total For Check 313222				186.33	
Check 313223					
01-20-520312	MATERIALS AND SUPPLIES-JAN	CASE LOTS, INC	PVCC JANITORIAL SUPPLIES	531.60	313223
Total For Check 313223				531.60	
Check 313224					
01-20-520325	MATRL-SUPP-MAINT. - MAT'LS	CASSIDY TIRE & SERVICE	4 NEW TIRES	861.76	313224
Total For Check 313224				861.76	
Check 313225					
01-10-540110	UTILITIES-ELECTRICTY	COMED	ELECTRIC BILL FOR ALL PARK	840.03	313225
02-10-540110	UTILITIES-ELECTRICTY	COMED	ELECTRIC BILL FOR ALL PARK	456.04	313225
02-22-540110	UTILITIES-ELECTRICTY	COMED	ELECTRIC BILL FOR ALL PARK	250.93	313225
02-33-540110	UTILITIES-ELECTRICTY	COMED	ELECTRIC BILL FOR ALL PARK	3,360.13	313225
15-10-540110	UTILITIES-ELECTRICTY	COMED	ELECTRIC BILL FOR ALL PARK	206.92	313225
Total For Check 313225				5,114.05	
Check 313226					
02-22-570600	BLDG-LANDSCAPE-POOL - BLDG	CRNE'S ENVIRONMENTAL CONTR	INSTALLATION OF A NEW GAS	1,157.00	313226
Total For Check 313226				1,157.00	
Check 313227					
02-32-520210	MATERIALS AND SUPPLIES-EQU	DIRECT FITNESS SOLUTIONS,	MAINTENANCE ON FITNESS EQU	1,218.66	313227
Total For Check 313227				1,218.66	
Check 313228					
01-20-520325	MATRL-SUPP-MAINT. - MAT'LS	GRAINGER	BELTS FOR EQUIPMENT	534.88	313228
Total For Check 313228				534.88	
Check 313229					
02-35-554400	CONTRACT SVCS-AGREEMENTS -	GRAPHIC ARTS SERVICE	SUMMER CAMP BROSHURE	2,696.00	313229
Total For Check 313229				2,696.00	
Check 313230					
01-20-554100	CONTRACTUAL SERVICES-AGREE	GROOT, INC.	RECYCLING 6250 DEMPSTER	186.39	313230
02-33-552300	CONTRACT SVCS-CONTRACTUAL	GROOT, INC.	GARBAGE SERVICES FOR PVCC	497.66	313230
Total For Check 313230				684.05	
Check 313231					
02-32-460110	MEMBERSHIPS-RB - FITNESS M	JONG KOH	SWITCHED TO A SILVER SNEAK	114.58	313231
Total For Check 313231				114.58	
Check 313232					
02-05-592624	CONTRACTING SERVICES-YOUTH	LANGUAGE IN ACTION, INC.	SPANISH CLASSES WINTER SES	480.00	313232
Total For Check 313232				480.00	
Check 313233					
02-07-592840	CONTRACTING SERVICES-MAGIC	MAGIC OF GARY KANTOR	MAGIC CLASS- 2 PARTICIPANT	28.00	313233
Total For Check 313233				28.00	
Check 313234					
01-10-581700	EXP MISCELLANEOUS-HOLIDAY	MENARD'S	POULTRY NET FOR XMAS ORBS	75.99	313234
01-20-520321	MATRL AND SUPP-MAINT. - MA	MENARD'S	WIRE MESH AND GORILLA GLU	27.93	313234
02-33-520312	MATERIALS AND SUPPLIES-JAN	MENARD'S	SUPPLIES FOR PVCC	83.92	313234
02-33-560200	EQUIPMENT-NEW EQUIP - MAIN	MENARD'S	SUPPLIES FOR PVCC	23.31	313234
Total For Check 313234				211.15	
Check 313235					
01-20-520318	MATRL AND SUPP-MAINT. - MA	SMART SIGN	NO OVERNIGHT PARKING SIGN	232.80	313235
Total For Check 313235				232.80	
Check 313236					

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Check 313236					
01-20-520321	MATRL AND SUPP-MAINT. - MA ULINE		STORAGE SHELF AND BINS FOR	427.13	313236
	Total For Check 313236			427.13	
Check 313237					
01-20-520323	MATRL AND SUPP-MAINT. - MA BSN SPORTS, IC.		NEW NETS TO REPLACE OLD ON	275.00	313237
	Total For Check 313237			275.00	
Check 313238					
01-20-520325	MATRL-SUPP-MAINT. - MAT'LS BURRIS EQUIPMENT		P/W PUMP OIL	33.77	313238
	Total For Check 313238			33.77	
Check 313239					
02-33-554100	CONTRACTUAL SERVICES-AGREE COLLEY ELEVATOR CO.		ELEVATOR INSPECTION	408.00	313239
	Total For Check 313239			408.00	
Check 313240					
02-32-552300	CONTRACT SVCS-CONTRACTUAL COMCAST CABLE		LOBBY TV CABLE	52.50	313240
	Total For Check 313240			52.50	
Check 313241					
02-10-540110	UTILITIES-ELECTRICTY COMED		ELECTRIC BILL FOR OUSIDE S	535.46	313241
02-33-540110	UTILITIES-ELECTRICTY COMED		ELECTRIC BILL FOR 8830 OAK	37.07	313241
	Total For Check 313241			572.53	
Check 313242					
01-20-570300	BLDG-LANDSCAPE-GRASS-SEED- CONSERV FS		PRE EMERGENT FOR BED AT PA	480.00	313242
	Total For Check 313242			480.00	
Check 313243					
02-04-596520	OTHER EXP-DANCE - RECITAL D 'ANGELO FLETCHER		RECITAL MUSIC PREPARATION	60.00	313243
	Total For Check 313243			60.00	
Check 313244					
02-32-460110	MEMBERSHIPS-RB - FITNESS M ELIZABETH SON		REFUND FOR FLEX PASS	50.00	313244
	Total For Check 313244			50.00	
Check 313245					
01-20-520323	MATRL AND SUPP-MAINT. - MA GRAINGER		PAINT TESTING FOR POSSIBLE	16.40	313245
	Total For Check 313245			16.40	
Check 313246					
01-10-581400	EXP MISCELLANEOUS-DUES & S ILLINOIS ASSOC. PARK DISTR APPLICATION TO ENTER THE D			600.00	313246
	Total For Check 313246			600.00	
Check 313247					
01-20-554100	CONTRACTUAL SERVICES-AGREE JAMES DRIVE SAFETY LANE, L VEHICLE INSPECTION			58.00	313247
	Total For Check 313247			58.00	
Check 313248					
01-20-570410	BLDG-LNDSCP-BLK DIRT-SAND- MC MASTER-CARR SUPPLY CO		ROLLERS FOR BUILDING MORTO	96.46	313248
	Total For Check 313248			96.46	
Check 313249					
01-20-520318	MATRL AND SUPP-MAINT. - MA MENARD'S		OIL FOR PUMPS AT ORIOLE PO	110.34	313249
01-20-570410	BLDG-LNDSCP-BLK DIRT-SAND- MENARD'S		MATERIAL FOR BUILDING MOUN	164.34	313249
	Total For Check 313249			274.68	
Check 313250					
01-10-540120	UTILITIES-HEATING FUEL SYMMETRY ENERGY SOLUTIONS		GAS BILL FOR ALL PARKS	652.26	313250
02-10-540120	UTILITIES-HEATING FUEL SYMMETRY ENERGY SOLUTIONS		GAS BILL FOR ALL PARKS	563.67	313250
02-22-540120	UTILITIES-HEATING FUEL SYMMETRY ENERGY SOLUTIONS		GAS BILL FOR ALL PARKS	799.96	313250
02-33-540120	UTILITIES-HEATING FUEL SYMMETRY ENERGY SOLUTIONS		GAS BILL FOR ALL PARKS	595.86	313250
15-10-540120	UTILITIES-HEATING FUEL SYMMETRY ENERGY SOLUTIONS		GAS BILL FOR ALL PARKS	169.16	313250
	Total For Check 313250			2,780.91	
Check 313251					
01-10-540150	UTILITIES-TELEPHONE VERIZON WIRELESS		PHONE BILL	486.48	313251
02-10-540150	UTILITIES-TELEPHONE VERIZON WIRELESS		PHONE BILL	486.47	313251

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Check 313251					
Total For Check 313251				972.95	
Check 313252					
01-10-540130	UTILITIES-WATER	VILLAGE OF MORTON GROVE	WATER SERVICES	26.31	313252
01-20-520500	MATRL-SUPP-SUPPLIES - GAS	VILLAGE OF MORTON GROVE	JANUARY FUEL BILL	1,360.94	313252
02-10-540130	UTILITIES-WATER	VILLAGE OF MORTON GROVE	WATER SERVICES	59.80	313252
02-21-540130	UTILITIES-WATER	VILLAGE OF MORTON GROVE	WATER SERVICES	35.88	313252
02-33-540130	UTILITIES-WATER	VILLAGE OF MORTON GROVE	WATER SERVICES	105.25	313252
15-10-540130	UTILITIES-WATER	VILLAGE OF MORTON GROVE	WATER SERVICES	35.88	313252
Total For Check 313252				1,624.06	
Check 313257					
01-10-540150	UTILITIES-TELEPHONE	CALL ONE	PHONE SERVICES	1,021.89	313257
02-10-540150	UTILITIES-TELEPHONE	CALL ONE	PHONE SERVICES	1,021.89	313257
02-33-540150	UTILITIES-TELEPHONE	CALL ONE	PHONE SERVICES	1,052.85	313257
Total For Check 313257				3,096.63	
Check 313258					
02-32-552300	CONTRACT SVCS-CONTRACTUAL	COMCAST CABLE	PVCC COMCAST BUISNESS CABL	586.07	313258
Total For Check 313258				586.07	
Check 313259					
02-32-520211	MATRL AND SUPP-PREVENTATIV	DIRECT FITNESS SOLUTIONS,	DFS SMALL PART	58.95	313259
Total For Check 313259				58.95	
Check 313260					
01-10-520110	MATRL AND SUPP-OFFICE EXP	FIFTH THIRD BANK	FEB CREDIT CARD BILL	300.38	313260
01-10-552200	CONTRACT SVCS-FRAMEWORK IT	FIFTH THIRD BANK	FEB CREDIT CARD BILL	3,755.22	313260
01-10-580100	EXP MISC.-HUMAN RESOURCE E	FIFTH THIRD BANK	FEB CREDIT CARD BILL	330.00	313260
01-10-581400	EXP MISCELLANEOUS-DUES & S	FIFTH THIRD BANK	FEB CREDIT CARD BILL	14.99	313260
01-20-520325	MATRL-SUPP-MAINT. - MAT'LS	FIFTH THIRD BANK	FEB CREDIT CARD BILL	182.70	313260
01-20-520328	MATRL-SUPP-MAINT. - MAT'LS	FIFTH THIRD BANK	FEB CREDIT CARD BILL	88.50	313260
02-06-593711	PROGRAM SUPPLIES-PRE SCHOO	FIFTH THIRD BANK	FEB CREDIT CARD BILL	185.14	313260
02-06-593715	PROGRAM SUPPLIES-TODDLER V	FIFTH THIRD BANK	FEB CREDIT CARD BILL	48.77	313260
02-08-593939	NOT BEING USED	FIFTH THIRD BANK	FEB CREDIT CARD BILL	60.98	313260
02-08-593942	PROGRAM SUPPLIES-BUNNY BRU	FIFTH THIRD BANK	FEB CREDIT CARD BILL	330.19	313260
02-08-593948	PROGRAM SUPPLIES-CRAFTSHOW	FIFTH THIRD BANK	FEB CREDIT CARD BILL	118.50	313260
02-08-593949	PROGRAM SUPPLIES-CLOVER HU	FIFTH THIRD BANK	FEB CREDIT CARD BILL	63.73	313260
02-10-581400	EXP MISCELLANEOUS-DUES & S	FIFTH THIRD BANK	FEB CREDIT CARD BILL	180.26	313260
02-10-581600	EXP MISC.-MORTON GROVE SPE	FIFTH THIRD BANK	FEB CREDIT CARD BILL	63.96	313260
02-32-520360	MATRL AND SUPP-SUPPLIES · F	FIFTH THIRD BANK	FEB CREDIT CARD BILL	54.99	313260
02-35-554100	CONTRACTUAL SERVICES-AGREE	FIFTH THIRD BANK	FEB CREDIT CARD BILL	330.94	313260
02-35-554405	CONTRACTUAL SERVICES-PUBLI	FIFTH THIRD BANK	FEB CREDIT CARD BILL	144.00	313260
30-10-582650	EXP MISC.-SAFTY TRAIN & SU	FIFTH THIRD BANK	FEB CREDIT CARD BILL	118.50	313260
Total For Check 313260				6,371.75	
Check 313261					
70-10-586314	EXP MISCELLANEOUS-PARKS DE	JOHN DEERE	COMPACT UTILITY TRACTOR	29,913.41	313261
Total For Check 313261				29,913.41	
Check 313262					
40-10-582800	EXP MISCELLANEOUS-AUDIT EX	LAUTERBACH & AMEN, LLP	FOR PROFESSIONAL SERVICES	13,700.00	313262
Total For Check 313262				13,700.00	
Check 313263					
01-20-520323	MATRL AND SUPP-MAINT. - MA	MENARD'S	CRACK FILLER FOR ORIOLE TE	96.37	313263
01-20-570400	BLDG-LANDSCAPE-TREES-SHRUB	MENARD'S	HARDWARE FOR ATHLETIC FIEL	41.49	313263
01-20-570410	BLDG-LNDSCP-BLK DIRT-SAND-	MENARD'S	PITCHERS MOUND BOX	313.25	313263
Total For Check 313263				451.11	
Check 313264					
01-20-520325	MATRL-SUPP-MAINT. - MAT'LS	NAPA	FUEL FILTER	164.31	313264
01-20-520500	MATRL-SUPP-SUPPLIES - GAS	NAPA	WIPER BLADES	8.58	313264

GL Number	Invoice Line Desc	Vendor	PAID	Invoice Description	Amount	Check #
Check 313264						
Total For Check 313264					172.89	
Check 313265						
01-20-520323	MATRL AND SUPP-MAINT. - MA	NUTOYS LEISURE PRODUCTS		VOLLEYBALL NET TIGHTENERS	376.00	313265
Total For Check 313265					376.00	
Check 313266						
30-10-532610	INSURANCE-PROPERTY & GENER	PARK DISTRICT RISK MANAGEM	PDRMA	PROPERTY AND LIABILI	3,148.40	313266
30-10-532615	INSURANCE-EMPLOYMENT PRACT	PARK DISTRICT RISK MANAGEM	PDRMA	PROPERTY AND LIABILI	339.93	313266
30-10-532630	INSURANCE-WORKERS COMP	PARK DISTRICT RISK MANAGEM	PDRMA	PROPERTY AND LIABILI	2,354.97	313266
Total For Check 313266					5,843.30	
Check 313267						
02-33-520312	MATERIALS AND SUPPLIES-JAN	STATE INDUSTRIAL PRODUCTS		AIR CARE PROGRAM	113.52	313267
Total For Check 313267					113.52	
Check 313268						
01-10-554100	CONTRACTUAL SERVICES-AGREE	TIAA COMMERCIAL FINANCE, I		COPIER RENTAL	487.04	313268
Total For Check 313268					487.04	
Check 313269						
02-08-592919	CONTRACTING-DADDY DAUGHTER	WALLACE ENTERTAINMENT		DADDY DAUGHTER DANCE DJ	225.00	313269
Total For Check 313269					225.00	
Check 313270						
02-32-460110	MEMBERSHIPS-RB - FITNESS M	WELLBEATS		WELLBEATS SUBSCRIPTION	249.00	313270
Total For Check 313270					249.00	
Check 313271						
70-10-586170	EXP MISCELLANEOUS-HARRER P	WILLIAMS ASSOCIATES ARCHIT		PROFESSIONAL SERVICES FROM	15,842.66	313271
Total For Check 313271					15,842.66	
Check 313272						
01-10-554100	CONTRACTUAL SERVICES-AGREE	CANON FINANCIAL SERVICES,		COPIER LEASE	145.94	313272
02-10-554100	CONTRACTUAL SERVICES-AGREE	CANON FINANCIAL SERVICES,		COPIER LEASE	145.93	313272
Total For Check 313272					291.87	
Check 313273						
02-33-520312	MATERIALS AND SUPPLIES-JAN	CASE LOTS, INC		JANITORIAL SUPPLIES FOR PV	138.88	313273
30-10-582650	EXP MISC.-SAFTY TRAIN & SU	CASE LOTS, INC		JANITORIAL SUPPLIES FOR PV	169.90	313273
Total For Check 313273					308.78	
Check 313274						
01-10-540110	UTILITIES-ELECTRICTY	COMED		ELECTRIC BILL FOR ALL PARK	890.33	313274
02-10-540110	UTILITIES-ELECTRICTY	COMED		ELECTRIC BILL FOR FRANK HR	729.68	313274
02-22-540110	UTILITIES-ELECTRICTY	COMED		ELECTRIC BILL FOR ALL PARK	268.13	313274
02-33-540110	UTILITIES-ELECTRICTY	COMED		ELECTRIC BILL FOR ALL PARK	3,561.33	313274
15-10-540110	UTILITIES-ELECTRICTY	COMED		ELECTRIC BILL FOR ALL PARK	199.76	313274
Total For Check 313274					5,649.23	
Check 313275						
01-10-580100	EXP MISC.-HUMAN RESOURCE E	GARVEY'S OFFICE PRODUCTS		BINDERS	35.92	313275
Total For Check 313275					35.92	
Check 313276						
02-33-520312	MATERIALS AND SUPPLIES-JAN	GRAINGER		U BEND FLUORESCENT BULBS 1	177.24	313276
Total For Check 313276					177.24	
Check 313277						
02-35-554405	CONTRACTUAL SERVICES-PUBLI	J & D INSTANT SIGNS, INC.		VINYL LETTER FOR JOHN DEER	150.00	313277
Total For Check 313277					150.00	
Check 313278						
02-33-554100	CONTRACTUAL SERVICES-AGREE	JOHNSON CONTROLS SECURITY		PVCC BURGLAR ALARM	422.57	313278
Total For Check 313278					422.57	
Check 313279						
01-10-554100	CONTRACTUAL SERVICES-AGREE	MEDLIN COMMUNICATIONS, INC		PHONE SYSTEM MAINTENANCE 1	1,214.00	313279

PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Check 313279					
Total For Check 313279				1,214.00	
Check 313280					
01-20-520318	MATRL AND SUPP-MAINT. - MA MENARD'S		REPLACEMENT POSTS FOR PARK	106.28	313280
01-20-520321	MATRL AND SUPP-MAINT. - MA MENARD'S		BARRIER FOR ORIOLE ENTRANC	39.99	313280
01-20-520323	MATRL AND SUPP-MAINT. - MA MENARD'S		CRACK FILLER	117.99	313280
01-20-520400	MATRL-SUPP-SUPPLIES - TOOL MENARD'S		HINGES FOR MOUND HOLDER BO	61.19	313280
Total For Check 313280				325.45	
Check 313281					
01-20-520325	MATRL-SUPP-MAINT. - MAT'LS NAPA		BLOWER MOTOR FOR TRUCK	370.55	313281
Total For Check 313281				370.55	
Check 313283					
02-22-520313	MATRL AND SUPP-SUPPLIES - THE LIFEGUARD STORE		BACTERIAL & VIRAL FILTER	53.50	313283
Total For Check 313283				53.50	
Check 313285					
30-10-582650	EXP MISC.-SAFTY TRAIN & SU SHAWN AGUILAR		WORK BOOT REIMBURSEMENT	150.00	313285
Total For Check 313285				150.00	

04/13/2021 11:12 AM
User: lgonzalez
DB: Morton Grove Pa

INVOICE GL DISTRIBUTION REPORT FOR MORTON GROVE PARK DISTRICT
INVOICE ENTRY DATES 03/01/2021 - 03/31/2021
JOURNALIZED
PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 01 CORPORATE	18,241.72
Fund 02 RECREATION	24,878.48
Fund 15 MUSEUM	611.72
Fund 30 LIABILITY INSURANC	6,281.70
Fund 40 AUDIT	13,700.00
Fund 70 CAPITAL IMPROVEMEN	205,218.07

268,931.69

MONTH: 3/2/2021

Ref. No.	DATE	Merchant	REASON	AMOUNT	BUDGET CODE
	Card Number	1800			
O'Brien	2/10/2021	Home Depot	Two computer switches and supplies	\$82.31	01-10-520110
O'Brien	2/11/2021	Menards	Two four port computer hubs	\$49.39	01-10-520110
O'Brien	2/19/2021	Quill	500 Letter size Manila File-folders	\$51.45	01-10-520110
O'Brien	2/26/2021	Frameworks	Monthly Billing for Computer Monitoring services - 5% discount if paid by Credit Card	\$3,755.22	01-10-552200
O'Brien	2/28/2021	Gaylord	Museum supplies	\$76.28	01-10-520110
	Card Number	1826		\$4,014.65	
Braubach	2/5/2021	Amazon	Supplies for Parks Event	\$118.50	02-08-593948
Braubach	2/9/2021	ASCAP	Music Subscription Payment	\$1.26	02-10-581400
Braubach	3/1/2021	Amazon	Rocks for Clover Rock Hunt	\$63.96	02-10-581600
Braubach	3/2/2021	Amazon	Supplies for Sneaky Bunny Event	\$138.35	02-08-593927
Braubach	3/1/2021	Fun Express	Supplies for Sneaky Bunny Event	\$191.84	02-08-593927
	Card Number	1834		\$513.91	
Kee	2/23/2021	IPRA	Posting for Special Events	\$165.00	01-10-580100
Kee	2/24/2021	Concentra	Pre Placement	\$59.00	30-10-582650
Kee	3/1/2021	IPRA	Posting for Maintenance	\$165.00	01-10-580100
Kee	3/3/2021	Concentra	Screening	\$59.50	30-10-582650
	Card Number	1818		\$448.50	
Gorczyca	2/12/2021	Freenotes Harmony Park	Musical Instruments for Overhill Park	\$182.70	01-20-520325
Gorczyca	3/1/2021	Pacific Air Compressor	Genie 1/2 FPT x 1/2 with vent outlet	\$88.50	01-20-520328
	Card Number	9125		\$271.20	
Herrmann	2/11/2021	Istock	Stock photos	\$270.00	02-35-554100
Herrmann	2/12/2021	Pic Monkey	Social Media Monthly Image Pro Subscription	\$12.99	02-35-554100
Herrmann	2/16/2021	Chicago Tribune	Chicago Tribune Online Subscription	\$7.96	02-35-554100
Herrmann	2/17/2021	My Area Yoga	Monthly Online Listing Fee	\$25.00	02-32-554405
Herrmann	2/23/2021	Daily Herald	Online Subscription	\$9.99	02-35-554100
Herrmann	2/28/2021	Wp Engine	Monthly Website Host Fee	\$30.00	02-35-554100
Herrmann	2/28/2021	Promo	Video Subscription for eblasts and social media	\$119.00	02-35-554405
	Card Number	5137		\$474.94	
Baumgartner	2/8/2021	Wonbo Tech	Filmora editing for prek videos	\$39.99	02-03-593711
Baumgartner	2/8/2021	Wonbo Tech	Filmora editing for prek videos	\$4.95	02-03-593711
Baumgartner	2/12/2021	Amazon	Prek supplies	\$31.60	02-03-593711
Baumgartner	2/12/2021	Amazon	Prek supplies	\$21.98	02-03-593711
Baumgartner	2/19/2021	Amazon	Mad about science supplies	\$26.98	02-03-593715

Baumgartner	2/22/2021	Walmart	Mad about science supplies	\$5.28	02-03-593715
Baumgartner	2/24/2021	Amazon	Mad about science supplies	\$8.51	02-03-593715
Baumgartner	2/26/2021	Amazon	Prek supplies	\$54.63	02-03-593711
Baumgartner	2/26/2021	Oriental Trading	Clover hunt supplies	\$29.94	02-08-593949
Baumgartner	2/26/2021	InsectLore	Prek supplies	\$31.99	02-03-593711
Baumgartner	2/26/2021	Dollar Tree	Messy Mondays supplies	\$5.00	02-03-593715
Baumgartner	3/2/2021	Walmart	Clover hunt supplies	\$33.79	02-08-593949
Baumgartner	3/2/2021	Walmart	Mad about science supplies	\$3.00	02-03-593715
				\$297.64	
	Card Number	2424			
Manno	N/A				
				\$0.00	
	Card Number	1867			
Mucci	2/24/2021	Amazon	Refund for Valentines Event Supplies	-\$22.99	02-08-593939
Mucci	2/7/2021	Amazon	Valentines Event Supplies	\$36.98	02-08-593939
Mucci	2/9/2021	Amazon	Valentines Event Supplies	\$22.99	02-08-593939
Mucci	2/12/2021	DollarTree	Valentines Event Supplies	\$24.00	02-08-593939
Mucci	2/24/2021	Amazon	Business Membership Renewal	\$179.00	02-10-581400
				\$239.98	
	Card Number	2987			
Moore	2/24/2021	Amazon	Title Boxing Gyro Balanced Speed Bags	\$54.99	02-32-520360
Moore	2/26/2021	Morton Grove Park District	Test Credit Card Machine	\$1.00	01-10-520110
				\$55.99	
	Card Number	8573			
Wait	2/9/2021	Amazon	Phone Case	39.95	01-10-520110
Wait	2/23/2021	Zoom	Monthly Subscription	14.99	01-10-581400
				\$54.94	
			Total:	\$6,371.75	

April 21, 2021

To the Finance Officer:

The payment of the above listed accounts has been approved by the Board of Commissioners at their regular scheduled board meeting and you are hereby authorized to pay the attached vendors from the appropriate funds.

(President)

(Treasurer)

Motions/New Business

**MORTON GROVE PARK DISTRICT
BOARD MOTIONS
April 21, 2021**

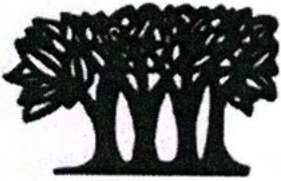
Administration and Finance Committee – Commissioner Minx, Chair

Closed Session Resolution : I move that the Morton Grove Park Board of Commissioners adopt Resolution #R-04-21 directing which closed session minutes shall have the “closed” status removed and which verbatim recordings of closed session meetings may be destroyed.

Comprehensive Plan Agreement: I move that the Morton Grove Park Board of Commissioners accept Public Resource Inc.’s proposal for a comprehensive plan in the amount of \$82,075.

Court Repairs Engineering: I move that the Morton Park Board of Commissioners approve a contract to WT Engineering for civil engineering services in the amount of \$35,100 for court renovations.

Disposal Ordinance #O-01-21: I move that the Morton Park Board of Commissioners approve Ordinance #O-01-21 for the disposal, donation, trade-in, or sale of listed items.



Memorandum

**MORTON GROVE
PARK DISTRICT**

To: Board of Park Commissioners
From: Jeffrey Wait, Executive Director
Luisa Gonzalez, Recording Secretary
Date: April 21, 2021
Regarding: Closed Session Minutes and Verbatim Recordings

Issue:

Pursuant to the Open Meetings Act 120/2(c) (21), a semi-annual review of all previously Closed Session minutes must be conducted.

Discussion:

The Board and staff reviewed the written copies of closed session minutes from the last six months and have determined the following meeting date's minutes are to have the "closed" status removed, as the need for confidentiality no longer exists.

- April 29, 2020
- August 19, 2020
- September 16, 2020

Additionally, the Board and staff reviewed the verbatim recording of meetings from no less than 18 months after the completion of the meeting should be destroyed.

- May 9, 2019
- May 15, 2019
- June 19, 2019
- July 17, 2019
- August 21, 2019
- September 18, 2019

Park Board Action #1:

The Morton Grove Board of Commissioners adopt Resolution #R-04-21 directing which closed session minutes shall have the "closed" status removed and which verbatim recordings of closed session meetings may be destroyed.

MORTON GROVE PARK DISTRICT

RESOLUTION #R-04-21

**A RESOLUTION AUTHORIZING
THE RELEASE OF CLOSED SESSION MINUTES
AND
THE DESTRUCTION OF CLOSED SESSION AUDIO RECORDINGS**

WHEREAS, the Morton Grove Park District Board of Commissioners (the "Board") has met from time to time in closed session for purposes authorized by the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* (the "Act"); and

WHEREAS, the Board has kept written minutes and verbatim records in the form of an audio recording of all such closed sessions as required by the Act; and

WHEREAS, pursuant to the requirements of Section 2.06(d) of the Act (5 ILCS 120/2.06(d)), the Board has determined that the minutes of the meetings listed in Section 2 of this Resolution no longer require confidential treatment and should be made available for public inspection; and

WHEREAS, the Board has further determined that the need for confidentiality still exists as to the: a) verbatim audio recordings for the closed session meetings set forth in Section 2 of this Resolution; and b) closed session minutes from all other meetings not previously made available for public inspection; and

WHEREAS, Section 2.06(c) of the Act (5 ILCS120/2.06(c)) permits the destruction of the verbatim audio records of closed session meetings without notification to or the approval of a Records Commission or the State Archivist under the Local Records Act no less than eighteen (18) months after completion of the recorded meeting, but only after:

1. The Board approves of the destruction of a particular recording; and
2. The Board approves the written minutes of the closed session meeting; and

WHEREAS, at least eighteen (18) months have passed since the minutes of the verbatim audio recording of the closed session meetings set forth in Section 4 of this Resolution were completed, and the Board has approved the written minutes for each such meeting; and

WHEREAS, Board may order the destruction of the verbatim recordings even if it does not authorize the release of the written minutes from the closed session meeting until some later period of time.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Morton Grove Park District as follows:

SECTION 1: The foregoing recitals are incorporated by reference in this Resolution.

SECTION 2: The Board hereby finds and declares that the written minutes from the following closed session meetings no longer require confidential treatment and hereby authorizes and directs the Board Secretary to make said written minutes available for public inspection:

- September 16, 2020
- August 19, 2020

SECTION 3: The Board hereby finds and declares that the need for confidentiality still exists as to: a) verbatim audio recordings for the closed session meetings set forth in Section 2 of this Resolution; and b) closed session minutes from all other meetings not previously made available for public inspection.

SECTION 4: The Board hereby authorizes and directs the Board Secretary to destroy all verbatim audio recordings for the following closed session meetings:

- May 15, 2019

SECTION 5: All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6: This Resolution shall be in full force and effective from and after its passage and approval.

ADOPTED this 21st day of April 2021

AYES: _____

NAYS: _____

ABSENT/ABSTAIN: _____

Board President, Keith White

ATTEST:

Board Secretary, Jeffrey Wait



**MORTON GROVE
PARK DISTRICT**

Memorandum

To: Board of Park Commissioners
From: Jeffrey Wait, Executive Director
Date: April 21, 2021
Subject: Comprehensive Plan

Issue:

Approval of a proposal for a comprehensive plan.

Discussion:

Every ten years, the Morton Grove Park District conducts a comprehensive plan. A comprehensive plan is a document designed to guide the future actions of an organization. It presents a vision for the future, with long-range goals and objectives for all activities that affect an organization. This could include guidance on how to make decisions on land development, the expenditure of funds, availability of tax incentives, cooperative efforts and issues of pressing concern.

The Park District also uses the information within the plan to develop its five-year Master Plan. The Master Plan is a more targeted outline of the tasks each department will accomplish during the five years.

Staff compiled an RFP to solicit firms to submit their proposal. Public Resource Inc. submitted the only proposal. Staff reviewed the proposal and requested a community-wide survey be conducted in lieu of a recreational program analysis. PRI submitted a revised proposal (see attached).

PRI conducted the last comprehensive plan for the District. This gives them a familiarity with the District another firm would not have.

Board Action:

For the Board of Park Commissioners to accept Public Resource Inc.'s proposal for a comprehensive plan in the amount of \$82,075.



**PLANNING
RESOURCES INC.**

402 West Liberty Drive
Wheaton, Illinois 60187
Web: www.planres.com
P: 630.668.3788
F: 630.668.4125

Design Services Agreement: April 12, 2021

Landscape Architect: **Planning Resources Inc.**
913 Parkview Boulevard
Lombard, Illinois 60418

Client: **Morton Grove Park District**
6834 Dempster Street.
Morton Grove, IL 60053

Client Representative: **Mr. Jeffery Wait, Executive Director**
847.965.0383 office
Jeff.Wait@mgparks.com

Project **Comprehensive Parks Master Plan**
Landscape Architecture Professional Services

Understanding of the Project:

The Morton Grove Park District proposes to engage a Landscape Architecture consultant to provide professional landscape architecture services in the development of a Comprehensive Park Master Plan.

PROPOSED SCOPE OF SERVICES

The Planning Resources Inc. (PRI) Team proposes elements of the following Scope of Services for the Morton Grove Park District's Comprehensive Master Plan. Upon selection, the Team would work closely with Park Staff to refine the scope as necessary to meet District specific needs.

Recurring Meeting Participation

During the planning process, the PRI Team will attend meetings and make a brief PowerPoint presentation regarding the project's status. The meetings have been scheduled at key decision-making points to ensure that the Morton Grove Park District fully understands and approves the work underway before the PRI Team proceeds to the next task.

EVALUATE PHASE

Task 1: Planning Foundation

The objective of this task is to proactively develop and manage the workplan, schedule and communication.

- A. **Project Initiation** – Meet with MGPD Staff to review the project's goals and desired outcome, identify key stakeholders and targeted community segments to engage in the process, and identify potential opportunities and challenges facing the District. At this meeting, we will also finalize a detailed work plan and project schedule.
- B. **Master Plan Steering Committee** – The MGPD will appoint a Master Plan Steering committee to work with the Consultants throughout the process. The Consultants will meet with the Committee regularly providing updates of findings and the Committee will assist in establishing the future vision, goals and objectives, and priorities.
- C. **Branding the Plan** - Work with the MGPD staff to create a unique name and image for the Plan. Branding aims to establish a significant and differentiated presence that will resonate with the community as well as attract and retain residents throughout the planning process.
- D. **Community Profile/Demographic Analysis** - Review the composition and demographics of the community and assess any changes in demographics over time, utilize census data and other public domain sources to review and analyze trends in population/demographics over time.

**PLANNERS
ECOLOGISTS
LANDSCAPE
ARCHITECTS**

- E. **Previous studies and recommendations to build upon** - Review current information and previous planning studies provided by the MGPD that impact the District and pertain to the delivery of parks, recreation and leisure services, including, but not limited to the Village of Morton Grove's Comprehensive Plan, the Morton Grove Park District's 2013 Comprehensive Master Plan, results of the 2018 Community Attitude and Interest Survey, annual reports, the Strategic Plan 2017-2022, the ADA Transition Plan, program guides from the last 3 years, newsletters, policies, brochures, School District plans, and other planning studies.
- F. **Review of intergovernmental, schools, and other organizational agreements** - Review existing working relationships and use agreements with neighboring agencies such as the Village of Morton Grove, Forest Preserve District of Cook County, Niles Township HS District 219, Morton Grove School District 70, Golf School District 67, and Main-Niles Association of Special Recreation to provide recommendations for improvements.
- G. **Report and Presentation** - Prepare a report summarizing this phase and present it to the Master Plan Steering Committee.

Task 2: Existing Parks and Facilities Analysis

The objective of this task is to understand the successes, gaps, and opportunities within the current system with respect to park amenities, facilities, and maintenance.

- A. **Site Inventory and Assessment** – Build upon our previous “boots-on-the-ground” approach with the development of the 2013 Plan, we will revisit the thirteen (13) existing parks, playgrounds, and public open spaces to conduct a thorough inventory of the park sites to gain a full understanding of their opportunities, constraints, and physical context, including parks and facilities operated by others i.e., Schools, Forest Preserve District of Cook County, etc. A detailed Qualitative Assessment form will be completed for each MGPD owned facility. The inventory will include an assessment of existing conditions, such as:
- Size, and classification of each property.
 - ADA compliance, including entrances and slopes.
 - Site access and circulation.
 - Condition of existing facilities.
 - Safety concerns.
 - General age and condition of equipment and facilities.
 - Capacity of park amenities (e.g., Playgrounds, play field, basketball courts, washroom facilities, natural areas, structures, parking).
 - Grading and drainage issues.
 - Assessment of overall functionality, accessibility, comfort, and convenience of park layout.
 - User value amenity.

replacements, decommissioning, maintenance and improvements of existing and proposed parks, playgrounds, shelters, sports courts, asphalt paving, parking lots, trails, etc. based on research and documented needs.

- ~~B. **Recreation Programs Assessment** – Use public input, staff input and the PRI Team's observations to perform a review of current in-house programs and service offerings, and programs offered through partnership agreements. Additionally, the PRI Team will review their levels of usage, attendance, and customer satisfaction levels. The Needs Assessment Survey will be utilized to identify existing satisfaction levels. The Stakeholder Groups in the Needs Analysis Phase will be part of this analysis. Identify the core programs that should be offered, competition for these program users, customer satisfaction, service gaps, community needs, trends, fee~~

~~analysis, and the potential for market growth using SWAT analysis strategy. The assessment will also include a review of marketing and sponsorship materials and community input.~~

- C. **Facilities Inventory and Assessment** – This task Builds upon our previous “boots-on-the-ground” approach with the development of the 2013 Plan and includes similar information as that developed for the park sites but addresses the building structures and facilities. We will revisit the ten (10) existing fieldhouse structures, museum and annex, community center and Oriole Park Pool & Bathhouse to conduct a thorough inventory of each structure to gain a full understanding of their opportunities, constraints, and physical context. A detailed Qualitative Assessment form will be completed for each facility. The inventory will include an assessment of existing conditions, such as:
- Review changes from the original use of Park District facilities that have occurred over time,
 - Confirm current building usage complies with applicable life safety and accessibility codes.
 - Identify existing use and evaluate if the current program(s) and use require immediate attention (such as critical maintenance issues) to match use with facility. (Process for collecting information will include a visual inspection of rooms, surfaces of rooms, and the building envelop).

Information Gathering during this task will consist of:

- Review any existing facility plans, maintenance plans and planned capital improvement projects.
- Review any outstanding lists of known code violations.
- Work with the MGPD leadership team/staff to gather information about issues that may not be listed in published reports or be readily identified in field surveys.
- Identify and assess life safety components (fire alarm, fire protection)
- Review previously completed ADA assessment.
- Review hazardous material management plan.

Provide prioritized recommendations and phasing for additions, renovations, redevelopments, decommissioning, maintenance, and improvements of existing facilities based on research and documented needs.

- D. **Recreation Facility Provider Analysis** – The analysis will also include identification of other external partner/non-profit providers of community and recreation services and recommendations for minimizing duplication and enhancing possibilities for partnerships or expanded partnerships where appropriate.
- E. **System-Wide Park and Recreation Facilities** - Prepare a map using GIS software which illustrates all MGPD-owned parks and recreation facilities as well as those of the Schools and other providers in the area.
- F. **Service Gap Analysis** – Prepare an analysis of the current service gaps by mapping the locations of current parks by park-type categories using walk and drive times. Individual maps will be prepared for picnic shelters, playgrounds, play fields (soccer fields), aquatic facilities, baseball/softball diamonds, fieldhouses, and more to identify the distribution of the specific facilities throughout the community. A Composite Service Areas Map will be prepared which identifies the overall service delivery throughout the District.
- G. **Needs Analysis** - The current and projected needs of the community for open space and recreation facilities will be evaluated. The degree to which existing parks and open spaces meet or fall short of that target will be assessed. This analysis will encompass several factors, including:

- *National Standards:* Compare existing community resources with accepted national standards. Using established guidelines, a summary of the various types of parks and the recommended minimum/maximum standard sizes and quantities of each type of park; and compare them against the existing acreage and facilities will be performed.
 - *Benchmarking:* Compare current levels of services standards to those offered by peer communities. Use benchmarking as a method of establishing standards for amenities, playgrounds, neighborhood parks, youth, and adult sports facilities, etc.
 - *Americans with Disabilities Act:* Existing parks and recreation facilities will be reviewed for accessibility and determine whether reasonable opportunities exist to allow people with disabilities to participate in and benefit from programs. Recommendations for compliance and improvements will be made. Additionally, Park District's ADA Audit and Transition Plan will be reviewed, and information integrated into recommendations and direction for capital improvement to identified parks and facilities. Park District staff will provide any necessary updates to be made to the District's ADA Transition Plan. PRI will site District's ADA Transition Plan within the Master Plan Appendix.
- H. **Needs Analysis Report** - Prepare a summary report of the Needs Analysis for review by the Master Plan Steering Committee.
- I. **Needs Assessment Presentation (Public Workshop)** – Conduct a public workshop presentation of the preliminary findings of the Needs Assessment effort. The purpose of this meeting will be to inform the public of preliminary findings prior to the development of specific recommendations.
- J. **Report and Presentation** - Prepare a report summarizing this phase and make a presentation of the findings to the Master Plan Steering Committee.

ENGAGE PHASE

Task 1: Community Visioning and Needs Assessment

The objective of this task is to engage the community through an "Equity Lens" inclusive program of community outreach that will allow for diversity of thought. Our Engagement Process has been designed to create equitable and innovative ways to engage the entire community seeking out voices of the underserved and underrepresented minority ethnic community members while assuring all residents, user groups, associations and other stakeholders are provided an opportunity to participate in the development of this plan, including users and non-users of the services and facilities.

Although the Novel Coronavirus (COVID-19) outbreak and the Safer at Home Orders (Emergency, State, and Federal) ban on large meetings and gatherings at public meeting locations are slowly being lifted, the truth is, we are yet amid a Pandemic. Therefore, PRI in lieu of these "in person" meetings, proposes conducting these meetings electronically (live) via teleconference or videoconference and making a recording publicly available online in accordance with local Executive Orders. Virtual meetings to be determined on a meeting-by-meeting basis and as agreed to by the Park District.

An outreach plan and collateral will be developed. Including:

- Project branding, messaging, project logo
- Potential linkages to community events, such as the Morton Grove Farmers Market, Morton Grove Days, National Night Out, and other scheduled Village-wide or District events.

Work with the District to identify appropriate communication. This might include:

- Social media (Facebook, Instagram, Twitter, etc.)
- Booth information at other District events or meetings
- Newsletter to local schools/community groups
- Signage/flyers at fieldhouses.

- A. **Park Board of Commissioner's Workshop** – Meet with the District's Park Board of Commissioners in a working session regarding the vision and agency goals for the Park District. We will engage the attending Board members in a conversation that focuses on top management issues most critical to long-term competitiveness. Key discussions with the Board related to the District's vision, aspirations, and priorities will determine what activities and capabilities need investment. From the answers and decisions associated with specific key questions, we can develop general targets to guide the MGPD toward their vision of the future.
- B. **Staff Input** - Conduct two (2) meetings and interviews with MGPD administrative team and staff members regarding the vision and agency goals for the Park District. We will also seek their perceptions of the public's needs and concerns, and the potential for improved services, facilities, programs, and public access. A critical piece of the master planning process includes engaging staff in assessing the Park District's strengths, weaknesses, service needs and impediments (SWOT) for current operations. Through these roundtable discussions and SWOT analysis with staff, the Park District goals will be refined, and specific actions will be identified that will make the Park District better tomorrow than it is today.
- C. **"Meet the Planners"** – In conjunction with MGPD, conduct a "Meet the Planners" event (an informal listening session). "Meet the Planners", in which participants will interact with Staff and Planning Consultants, use dynamic engagement techniques and tools to vote on their priorities for various improvements, and become informed about the project and its process. A local coffee shop or Public Library would be two locations to consider doing this. Listening sessions are effective in getting people involved in the process. The "Meet the Planners" Session could be over coffee in the morning, in the afternoon, or even in the evening.
- D. **In-Person Public Workshop** - Conduct a more traditional public workshop at a convenient location to identify the public perception of park facilities and programming needs. The purpose of this public workshop will be to solicit input from the citizens and users regarding their concerns and opinions about existing facilities and programs, and their desires for future facilities and programs. The workshop will be interactive and involve all participants in a variety of methods.
- E. **Stakeholder Groups** - Conduct up to two (2) virtual stakeholder group meetings and round table discussions with community leaders from various local special interest and user groups. The MGPD will provide invitations and identify social media platform to be used for these meetings. Anticipated groups may include program users, parents of children in programs, partner agencies, organized athletic league officials, the park board, cultural arts organizations, School Board, and other organizations specifically such as:
- Morton Grove Chamber of Commerce and Industry
 - Morton Grove Clergy/Religious Leaders
 - Morton Grove Baseball & Softball Association.
 - Morton Grove AYSO Soccer
 - Maine-Niles Association of Special Recreation
 - Morton Grove Farmers Market
 - Morton Grove Police Department
- Questions will be prepared in advance to be approved by the Steering Committee. The goal of these meetings will be to identify issues, concerns, opportunities, and specific stakeholder expectations. Each focus group would last approximately 90 minutes and refreshments would be served. Each session could also include a drawing for a gift card as an added incentive.
- F. **Reaching the Hard-To-Reach/Building Partnerships with the Community** – With more than 36 different languages and 931 dialects spoken throughout the District, it is our experience some non-English speaking populations are difficult to reach by a single advertisement in one local

newspaper or the posting of a colorful flyer in the local library. In conjunction with Park Staff, to reach and involve people who speak a language other than the local language, people from different cultures, people with disabilities, people who do not belong to organized groups, the youth and elderly, and unemployed people, we will create an inclusive outreach/public engagement process that recognizes the many factors that relate to equity. As expert facilitators, we remain conscious of the inclusion factor or absence of people of diverse races, cultures, gender identities, sexual orientations, and socioeconomic status. Our approach requires access to District, Village and School information to actively seek input from all community members to engage in the design and delivery of recreation programs and services.

Examples (How we will get there)

- Research community history and current events through interview, community mapping, or review of documentation.
- Perform a demographic/neighborhood analysis to identify the under-represented and under-served ethnic groups and understand current and/or historic trends.
- Use "Community Dialogues" as a forum for sharing ideas and concerns specifically designed for the under-represented/underserved ethnic demographic.
- Meet the under-represented ethnic residents where they already gather and attend existing meetings such as local churches, mosques, etc.
- Identify and incorporate the fears, concerns, issues, needs, and desires into the decision project.
- Share information through ethnic and community media venues.
- Provide translation of activities and materials in appropriate languages and for people who are visually and hearing impaired (when required).
- Engage key audiences in reporting back to their communities.

**Work closely with Park Staff to finalize inclusive engagement process to determine the overall approach, time commitment, and available Park District resources. (Given the uncertainty of the degree of engagement for this task option, fees to be considered outside the scope of the master plan but could be completed by the project team as a supplemental and additional service.)*

- G. **School Student Workshops** – To involve the younger population, we could conduct a "Visioning + Observations" workshops in the schools to receive ideas and gain the perspective of youth from groups of fifth and sixth graders and high school students. This "Visioning + Observation" workshop will allow these often-forgotten age groups to make their voices heard. For the hands-on portion of the workshop, student attendees can mark comments on color coordinated stickers and emoji-decorated notes and place them on park sites contained on system-wide exhibit showing each park location. The MGPD staff will assist in establishing these meetings.
- H. **System-Wide Park & Facilities Tour** – At a convenient date and time coordinated by the Park District, we will conduct a planning area tour of select park sites within the system to observe, photograph and gather first-hand opinions about readily apparent conditions and patterns of use. This tour will also allow participants get a firsthand account of each parks level of comfort, convenience, and ambient qualities.
- I. **Technology: Social Media Campaign** – Keeping the public engaged throughout the process is important to gain community buy-in for the Plan, Plan Recommendations, and ultimately the implementation costs. One tool available is to utilize the MGPD website to provide an efficient and economical way to share information. We will work with the District's Social Media Administrator to create a project page for District-hosted website. In conjunction with Park Staff, we will provide content and up to four (4) updates over the course of the project. Additionally, the PRI Team will work with staff to identify other web-based portals that will reach the Park District community, such

as their Facebook, Instagram, Twitter, or online newspapers. MGPD will post content provided by the PRI team. PRI will provide:

- Sharable text, graphics, images, and hashtags
- Recommendations for posting schedules.

With staff's assistance, the goal is to create a "Buzz" in the community by creating a robust media presence and making the most of online resources.

- J. **Technology: High-Tech E-Approach** – With the growing demand for web-based engagement platforms that are stand-alone, project-specific, and interactive, for this project, we would consider using "Public Input". The "Public Input" tool allows us to be able to efficiently engage with District residents and beyond – creating a buzz for the project. The simple virtual platform will generate a broader audience and is a cost-effective way to disseminate information regarding the project. This prefabricated, yet customizable platform integrates polls, surveys, open-ended discussion forums, and place-based mapping into a simple, easy to use platform and allows the planning team to engage residents in discussion, invite members of the community to comment on interim deliverables (i.e., project information, event notifications, and resources such as photos, draft concepts, plan maps, presentations etc.), showcase project-related activities, and solicit feedback from the convenience of their home, business, or gathering spot.
- K. **Household Needs Assessment Survey (Controlled Access)** – The input from the workshops, stakeholder groups and staff will be utilized to develop a statistically-valid mail with a random sample of n=400 households within the Park District boundaries. The survey would also include:
- 1) Hybrid approach to data collection, offering residents the option to respond by mail, online, or by phone.
 - 2) A kick-off meeting or discussion with the Park District to clarify the 2021 survey objectives, priorities, etc.
 - a. Assume a 12- to 15-minute questionnaire, including up to four open-ended questions.
 - b. From this discussion, a customized questionnaire for the MGPD will be developed. (assume two to three drafts).
 - 3) All sampling, printing and postage, programming, survey website setup and hosting, recruiting and reminders to non-respondents.
 - 4) All data processing (cleaning verbatim responses) and weighting the respondent sample to align with US Census demographic data for residents within the MGPD boundaries.
 - 5) Thorough data analysis, including a final report (PowerPoint) and presentation to the Morton Grove Park District Board of Commissioners.
 - 6) Follow-up phone consultation to answer questions, provide additional analysis or deeper dives, etc.

ENVISION PHASE

The objective of this task is to create roadmap which provides a definitive program for development of parks, recreation facilities, open space, parks maintenance and administration of facilities for the next 10 years, as well as an implementation Action Plan detailing strategies, priorities and funding mechanisms for the short term, mid-term and long-term.

Task 1: Service Level Recommendation – Working with the Master Plan Steering Committee, MGPD staff and Board, the Consultant will:

- A. **Using all the previous findings, identify the following:**
- Identify current District-wide service levels, for various park amenities and specific recreation facilities.
 - Identify the Future Vision for Parks and Recreation within the District
 - Need for future amenity service levels based on community input and benchmarking and identifying potential deficiencies.
 - Identify Short Term Goals and Objectives.
 - Identify Long Term Goals and Objectives.
- B. **Equitable Access** – Prepare opportunities describing strategy to address equitable access to park amenities.
- Distribution/service areas of existing parks
 - Distribution of existing key park amenities
 - Neighborhood enhancement or economic benefit
- C. **Report and Presentation** - Prepare a report summarizing this phase and make a presentation of the findings to the Master Plan Steering Committee.

PLANNING PHASE

The objective of this task is to consolidate findings and recommendations into a clear vision that responds to the unique needs and opportunities in Morton Grove; with recommendations that are fiscally responsible and provide for a sustainable future, both physically and operationally.

Task 1: Physical Planning and Services Recommendations

The PRI Team will:

- A. **Opportunities** - Identify and evaluate options for expanding the District's existing parks and open space system to better meet the needs of the community. Options to be explored may include the development of preliminary strategies for:
- Existing parks - Potential to expansion/renovation opportunities to upgrade or reprogram existing parks and properties with new uses that may be more relevant to current and future needs.
 - New parks - Vacant/undeveloped land, the potential benefits, and approximate costs of acquisition
 - Recreation programming and amenities to support them such as new or expanded indoor or outdoor programs.
- B. **Individual Park Recommendations and Costs**– Identify the specific needed improvements at each park or recreation facility. Prepare an opinion of probable construction cost for each capital improvement recommended in the plan.
- C. **Park and Facility Recommendations** – Evaluate opportunities and develop preliminary strategies to accommodate the park needs, service gaps, where feasible, in existing parks and underdeveloped park land such as future renovation and expansion opportunities, fieldhouse facilities/building repairs, and order of magnitude construction estimates.
- Modifications to existing features
 - Additional amenities, features, and infrastructure
 - Natural resource management

- D. **Prioritization** – Work with staff and community to create a set of criteria for prioritization of projects and then rank projects. Criteria may include:
- Public health and safety
 - Community values and support
 - Service gaps and unmet demand
 - Construction and ongoing maintenance costs
 - Collaborative opportunities and funding availability
 - Protection of existing infrastructure/maintenance efficiencies
- E. **Partnership Opportunities** – Examine potential or expanded partnership opportunities with local schools, other park and recreation providers, and local businesses.
- F. **Capital Improvement and Land Acquisition Priorities** – Work with MGPD staff and the Master Plan Steering Committee to prioritize, by selected facility type, the capital improvements, and acquisitions. This process will identify the short range (0-2 years), mid-range (3-5 years) and long-range (6-10 years) recommendations. Proposed land acquisition, if any, will also be prioritized.
- G. **Capital Replacement Plan**
- H. **Report Development**– Prepare a summary report of the Recommendations stage.
- I. **Presentations** - Present the plan and recommendations to the Steering Committee and Park Board.

Task 2: Action Plan

- A. **Phased Implementation Plan**
- Prioritized list of projects and actions, broken into short range (0-2 years), mid-range (3-5 years) and long range (6-10 years) action steps depending on cost, complexity, readiness for implementation, and other relevant factors.
- B. **Funding Recommendations** – Identify specific potential sources for capital funding to make improvements, including eligible grant programs, and other strategies.
- C. **Draft Master Plan** - Prepare a Draft Master Plan for review by the MGPD staff and Master Plan Steering Committee.
- D. **Action Plan Presentation** - Make a presentation of the Draft Action Plan and Final Needs Assessment recommendations to the Master Plan Steering Committee and other groups as identified.
- E. **Executive Summary** - Prepare an Executive Summary that summarizes the findings, recommendations, and actions.

Task 3: Master Plan Presentation/Delivery

- A. **Final Comprehensive Master Plan Report** - Following comments and input based on this most recent review by staff, a Final Master Plan report will be provided along with the entire Plan in electronic digital format compatible with the district's hardware and software system for use by the MGPD. One set of associated color maps and photographs in full-size format and mounted on

boards will also be provided. PRI will meet with the Park District Steering Committee, MGPD staff, and interested Park Board Commissioners to review the Final Master Plan report that includes the Action Plan and Recommendations, and all components of the planning process.

- B. **Master Plan Adoption** – If Requested, PRI will assist the MGPD staff in a presentation at a public hearing before a meeting of the Park Board of Commissioners where adoption of the plan will be proposed. (Additional Services)

CONCLUSION

The above-described process is conceptual and will be customized to suit the direction of the Morton Grove Park District. The Plan, as well as the planning process that is used to update the plan, must accurately reflect the common aspiration and direction of the residents of the Park District to develop a document that will be embraced by the community.

CONSULTANT AVAILABILITY

The PRI Team is available to meet with the Morton Grove Park District short notice to discuss our qualifications, project experience, and how the PRI Team can provide planning services to address the needs of the District. Additionally, the PRI Team is available to discuss how the planning process described above can be refined to align with the District's planning expectations and needs. It is our goal to ensure that a final product is developed that it is a true representation and reflection of the community in which the District serves.

The PRI Team has carefully reviewed all aspects of the RFP for this project and is available to adhere to all Scope of Service Deliverable requirements of the RFP to provide the Comprehensive Plan in a timely manner.

OUR PROMISE TO YOU:

To continue supporting the Morton Grove Park District's goals and provide the most successful implementation possible regarding the Plan, one year after the adoption of the final plan, the PRI team will provide a follow-up. As part of this follow-up, we will meet with District staff, to discuss what progress has been made regarding the Action Plan over the year. We will request and review any plans or data provided by staff and provide a written report as an amendment or supplement on potential modifications to the Action Plan to address issues or capitalize on current opportunities.

The team will present the findings of the written report to the Board of Commissioners and be available for questions and discussion.

The Planning Resources team looks forward to discussing this exciting Comprehensive Master Plan with you. Our promise is to provide you with a vision that will make the residents of the Morton Grove Park District proud.

PROJECT SCHEDULE

The Morton Grove Park District has outlined a timetable in the Request for Proposals. The PRI Team is staffed and equipped to meet that schedule. We propose to begin work on or by May 3, 2021. The RFP indicates a Final Draft of the Master Plan report to be completed and presented to the Park Board at a meeting date and time to be determined. However, from our experience and keen understanding of master plan assignments similar in size and scope such as the Wood Dale Park District Comprehensive Plan, Rolling Meadows Park District Comprehensive Plan, and the Buffalo Grove Park District Comprehensive Master Plan, we anticipate the Morton Grove Park District Comprehensive Master Plan project to wrap up and be completed six months from the May 3rd, 2021 commencement date. Therefore, we propose to present the Final Plan document to the Morton Grove Park Board in November of 2021. The PRI Team has the resources available to accomplish the schedule. However, our Team is willing to modify the schedule based on MGPD needs, timetables, and demands.

Services Not Included:

The Consultant will not be responsible for the following items or work:

- Stormwater Permitting
- Stakeholder Involvement
- "As-built drawings"
- Tree Survey
- Daily observation
- Construction Management or
- Subsurface Conditions

Client Responsibilities:

- The Client agrees to designate a representative authorized to act on its behalf. PRI will direct communication to Client through its designated representative. Client agrees to communicate with PRI's project manager in a timely manner to expediently advance PRI services.
- The Client agrees to provide customary program requirements for the project, including objectives, standards and criteria, schedule, process, communications, and budget.
- The Client shall provide all previously prepared planning studies and documented project site information to the landscape architect for the timely preparation of the Comprehensive Master Plan.
- The Client shall furnish a topographic survey of the project site and building footprint in AutoCAD format. The landscape architect shall rely upon the accuracy and thoroughness of this survey document.

Use of Documents:

- Drawings and documents prepared by PRI for this project are for the sole use with respect to this project and are the products for the services provided by PRI.
- The landscape architect is the author of these drawings and documents, and retains legal, statutory, reserved rights and copyright privileges.
- The Client shall retain copies of drawings and plans and use such documents in the execution of the project.

Use of Compensation:

The work products and deliverables as identified above will be performed using the standards of care, skill and diligence normally provided by a professional in the performance of such series in respect to similar work for the lump sum professional fee of **\$82,075.00 (Eighty-two thousand, seventy-five dollars and no cents)**. The fees expressed above are for services which include labor necessary to perform the tasks specified and the cost of transportation and necessary living expenses.

Basic Scope of Professional Services:

EVALUATE PHASE

Compensation for Tasks 1-2 shall be a lump sum fee as follows:

Task 1 (Planning Foundation)	\$ 1,500.00
Task 2 (Existing Park and Facilities Analysis)	<u>\$ 5,725.00</u>
Sub Total – Evaluate Phase	\$ 7,225.00

_____ *Initials*

ENGAGE PHASE

Compensation for Task 1 shall be a lump sum fee as follows:

Task 1 (Community Visioning and Needs Assessment)	<u>\$ 7,100.00</u>
Sub Total – Envision Phase 2	\$ 7,100.00

_____ *Initials*

ENVISION PHASE

Compensation for Tasks 1 shall be a lump sum fee as follows:

Task 1 (Service Level Recommendation)	<u>\$ 7,300.00</u>
Sub Total – Envision Phase 3	\$ 7,300.00

_____ *Initials*

PLANNING PHASE

Compensation for Tasks 1- 3 shall be a lump sum fee as follows:

Task 1 (Physical Planning and Services Recommendations)	\$ 2,700.00
Task 2 (Action Plan)	\$ 4,750.00
Task 3 (Master Plan Delivered)	<u>\$ 2,050.00</u>
Sub Total – Planning Phase 4	\$ 9,500.00

_____ *Initials*

Sub Total PRI Basic Services Fee (Phase 1-4)	\$	31,125.00
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Direct Cost – Mileage and Misc. Printing/Plotting \$ 1,200.00

Direct Costs – Subconsultants

- Public Engagement Tool: *PublicInput* \$ 6,000.00
- 845 Design Architects \$ 19,050.00
- aQity Research \$ 24,700.00

50,950.00

Grand Total PRI Basic Services Fee (Phase 1-4)	\$	82,075.00
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- **Additional Meetings:** Compensation for additional meetings and hearings not specified herein shall be on an hourly basis. The hourly rates for these services are as follows:

Landscape Architecture Studio

Principal, Director of Landscape Architecture	150.00
Asst. Director of Landscape Architecture	120.00
Landscape Architect III (<i>Senior Landscape Architect</i>)	105.00
Landscape Architect II (<i>Mid-Level Associate</i>)	95.00
Landscape Architect I (<i>Junior Associate</i>)	85.00
Landscape Designer	78.00

General Services

Public Involvement/Survey Support	75.00
Administrative Assistant	70.00

Reimbursable Expenses (Travel)

Principal, Director of Landscape Architecture	75.00
Asst. Director of Landscape Architecture	60.00
Landscape Architect III (<i>Senior Landscape Architect</i>)	50.00
Landscape Architect II (<i>Mid-Level Associate</i>)	45.00
Landscape Architect I (<i>Junior Associate</i>)	40.00
Landscape Designer	35.00

Direct Costs

Mileage	0.55/per mile
Photocopies	0.10/each
Color copies	2.00/each
Plots/Photos	Cost + 20%

**Other direct reimbursable costs are billed without markup. All major expenses will be approved by the Client prior to being incurred. Receipts and expense sheets are kept on file to verify all expenditures.*

- **Direct Costs:** Reimbursable expenses consist of expenses pre-approved by the Client and incurred in the interest of the project and are in addition to the Basic and Additional Services. Reimbursable expenses may include, but not be limited to, reproduction costs, postage, travel, messenger service, handling of drawings and documents.

Anticipated Direct Costs **\$ 50,950.00.**

- **Grand Total Consulting Services Fee:** The cost of the entire project as described herein for all Direct Costs and Labor Costs shall not exceed **\$82,075.00.** The landscape architect shall submit monthly invoices for Labor and Direct Costs, and Additional Services. Accounts are payable on receipt of invoice.

Terms of Agreement

This is a cost not-to-exceed proposal for the indicated tasks. Actual cost may be less than quoted. Tasks will be billed at the hourly rates shown in “**Additional Meetings**” for applicable scopes, with costs not to exceed those estimated without prior approval of the Client. Services required in addition to those budgeted shall be conducted only at the Client’s request and invoiced at rates shown in “**Additional Meetings**” plus actual direct costs.

Planning Resources Inc. reserves the right to modify the hourly rates of its personnel on an annual basis, effective January 1 of each year. Billing for projects that are scheduled to end within a calendar year but, through no fault of the Consultant, extend beyond the first of the next year, will reflect these rate increases, and the upset will be increased accordingly. Total person hours shall remain the same unless the scope is renegotiated.

Our proposal assumes evaluation and landscape planning associated with one grading plan and development of same to final submittal with moderate revisions. Major changes in design direction or multiple revisions occasioned by the changes in site planning will be conducted at the specific direction of the Client and billed as extra services at actual costs.

All invoices are due and payable upon receipt. After a thirty (30)-day grace period, interest shall accrue on the unpaid balance at a rate of 1.5 percent per month until paid in full. In no event shall the payment of fees be delayed by difficulties related to the Client’s failure to collect fees or monies due to the Client from the Client’s customers, clients or other third parties.

In the event that any invoice or portion thereof remains unpaid for more than sixty (60) days following the date of invoice, Planning Resources Inc. reserves the right to initiate collection proceedings. In this event, the Client shall pay, in addition to amounts due plus interest, all reasonable fees and expenses related to the collection process including the cost of the time devoted to such proceedings by Planning Resources Inc. staff at their normal hourly rates then in effect.

Client recognizes that prompt payment of Consultant’s invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Client agrees to pay all charges not in dispute within thirty (30) days of receipt of Consultant’s invoice. Client agrees that Consultant has the right to suspend or terminate service if undisputed charges are not paid within forty-five (45) days of receipt of Consultant’s invoice, and Client agrees to waive any claim against Consultant and to indemnify, defend and hold Consultant harmless from and against any claims arising from Consultant’s suspension or termination due to Client’s failure to provide timely payment. Any charges held to be in dispute shall be called to Consultant’s attention, in writing, within ten (10) days of receipt of Consultant’s invoice.

Planning Resources Inc. maintains insurance in the amounts of the following:

- General Liability, \$2 million general aggregate, \$1 million per occurrence.
- Auto Liability, \$1 million.
- Workers Compensation and Employer’s Liability, Statutory Limits and \$500,000; and Professional Liability, \$1,000,000.

A certificate of insurance can be supplied upon request. If additional insurance coverage or the inclusion of additional insureds on liability policies is desired by the client, additional premiums will be billed to the client at actual cost.

This proposal shall remain open for a period of thirty (30) days from the date of issuance. If the proposal is not accepted and returned to Planning Resources Inc. within thirty (30) days, then the proposal shall automatically terminate without further notice.

Accepted



Darrell E. Garrison
Planning Resources Inc

Principal

Title

April 12, 2021

Date

Jeff Wait, Executive Director
Morton Grove Park District

Title

Date



**MORTON GROVE
PARK DISTRICT**

Memorandum

To: Board of Park Commissioners
From: Keith Gorczyca, Superintendent of Parks & Facilities
Jeffrey Wait, Executive Director
Date: April 21, 2021
Subject: Court Renovations Civil Engineering Services

Issue:

The 2021 Capital Improvement Budget includes money to be used for the renovation of existing court surfaces throughout the District.

Discussion:

Back in 2019, the park district hired WT Engineering to conduct a basketball and tennis court pavement analysis on all court surfaces throughout the District. The analysis for each park included a brief description of the existing pavement condition of the various basketball and tennis courts, recommendations to remediate the existing courts, site plan exhibits which include a description of the pavement failures observed in the field, as well as a cost estimate for each of the District's parks.

Recently, staff asked WT Engineering for a proposal for civil engineering services. These services would be used to conduct improvements that include the removal and replacement of basketball courts at Mansfield Park, Austin Park, Shermer Park and Oketo Park and the removal and replacement of basketball and tennis courts at Harrer Park. The services include a topographic survey of each park, site engineering, permitting, along with the development of a bid specification and a project manual. All of these would be used for bidding purposes to complete the project.

WT Engineering's proposal is attached.

Staff did contact another civil engineering company for a proposal, but their proposal came back incomplete. Civil engineering services are considered a professional service, therefore we are not required to go out to bid for this type of services. We have used WT Engineering on several projects in the past. These included the original study of the old Harrer Pool, the court analysis, and the new Harrer Pool project, all with successful results.

Park Board Action:

For the Board of Park Commissioners to approve a contract to WT Engineering for civil engineering services in the amount of \$35,100 for court renovations.



Engineering • Design • Consulting



April 8, 2021

Morton Grove Park District
6834 W. Dempster
Morton Grove, IL 60053

Attn: Mr. Keith Gorczyca- Superintendent of Parks and Facilities
kgorczycz@mgparks.com

Re: Morton Grove Park District
Park Renovations

Dear Mr. Gorczyca:

We at The W-T Group, LLC (WTG) thank you for the opportunity to present this proposal. Pursuant to your request, we have prepared the following agreement to provide civil engineering services for your project.

Understanding of Project Scope

It is our understanding that you require surveying and civil engineering services for the proposed renovations to the Morton Grove basketball and tennis courts located in Morton Grove, IL. Per our conversations, we understand that the proposed improvements will include the removal and replacement of basketball courts at Mansfield Park, Austin Park, Shermer Park and Oketo Park and the removal and replacement of basketball and tennis courts at Harrer Park.

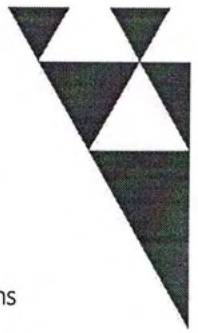
In the event that the project scope materially changes at any time during the project, WTG will evaluate the impact to our fee structure based upon the project phase, project progress, and extent of scope change. WTG will notify the client in advance of further work and provide a scope change authorization.

Services Provided by WT Group

WT Group will provide the following selected services:

- | | | |
|---|--|---|
| <input type="checkbox"/> Aquatic Engineering | <input type="checkbox"/> Plumbing Engineering | <input type="checkbox"/> ADA Consulting |
| <input checked="" type="checkbox"/> Civil Engineering | <input type="checkbox"/> Electrical Engineering | <input type="checkbox"/> Construction Management |
| <input checked="" type="checkbox"/> Land Surveying | <input type="checkbox"/> Structural Engineering | <input type="checkbox"/> Telecommunication Design |
| <input type="checkbox"/> Mechanical Engineering | <input type="checkbox"/> Scope Fire Prot. Specs. | <input type="checkbox"/> Other: _____ |

For the purposes of this agreement, WTG's services are explicitly limited to the selected services above. At the client's request, WTG may propose additional services otherwise not included in this document.



Services Provided by Others

WTG is a full service, multi-discipline firm. Though typically, WTG works in conjunction with other professional service firms hired and directed by others. It is understood that WTG must rely on the information provided by the client and other professionals. Unless otherwise stated, WTG is expressly not responsible for determining completion, accuracy, or performing reviews for any other services and information provided by others. However, from time to time, WTG may utilize the services of sub-consultants within our scope of services. WTG is responsible for sub-consultants that we hire and manage directly.

Project Phases

TOPOGRAPHIC SURVEY

This Task is performed by The W-T Group, LLC Land Surveying Practice.

Topographic Survey for engineering design of the work areas for four (4) existing parks. The topographic surveys will include:

Services to be included in a Topographic Survey for engineering design are:

- Prepare a plat titled "Topographic Survey" showing the position and elevation of improvements and natural features.
- All visible improvements will be located (buildings, concrete pads, wall, fences, etc.)
- Locate Sanitary, Storm & Water structures with rim/inverts as well as any other visible utilities (gas, telco, elec.)
- Benchmark will be used from NAVD 88 datum and additional permanent benchmarks will be set at site.
- Grade shots on a 50-foot grid & 1-foot contours will be shown.
- Landscape trees and trees 6" and larger will be located.

Harrer Park – 6250 Dempster Street

The work area of the Park District Property containing 2+/- acres in part of Lot 2 & 4 in the Assessor's Division of the Southwest Quarter of Section 17 in Niles Township, Cook County:

Mansfield Park – 5830 Church Street

The work area of the Park District Property containing .45+/- acres of Lots 14 through 17, the East 15 feet of Lot 18 and adjacent Vacated alley & Mansfield Avenue in North Austin Avenue Gardens Subdivision in Niles Township, Cook County:

Shermer Park – 9500 Shermer Road

The work area of the Park District Property containing .40+/- acres of Harris Vista Park Parcel in Harris Park Vista Subdivision in Main Township, Cook County:

Oketo Park – 8950 Oketo Avenue

The work area of the Park District Property containing .40+/- acres of Public Park Parcel in Robbin's Meadow Lane Unit No. 2 & 4 Subdivision in Main Township, Cook County:



Austin Park- 8336 Marmora Avenue

The work area of the Park District Property containing .40+/- acres of Public Park Area.

SITE ENGINEERING

Based on a site plan, provided by the Client in AutoCAD format (compatible with Version 2019), this Task includes preparation of design development and final site engineering drawings, details and general specifications as well as meetings and other Tasks necessary for the design development and construction document phase consisting of the following:

- Title Sheet indicating Client contact information, project location, index of sheets and professional civil engineer certification.
- Site Demolition Plan indicating the existing site conditions and existing site features to be removed.
- Site Geometric Plan indicating geometrics and dimensions for the proposed site improvements and relevant existing site features to remain.
- Site Development Plan indicating existing and proposed site features such as parking and drive aisle locations, curb lines, sidewalks, and pavement striping.
- Site Grading Plan indicating proposed grades including drainage patterns, 100-year overland flow paths, finish floor elevations, curb elevations, etc.
- Site Utility Plan indicating size and location of existing storm sewers, sanitary sewers, and water mains and proposed storm sewer, sanitary service, and water service improvements.
- Storm Water Pollution Prevention Plan with related details.

PERMITTING

This Task includes applying and following through until receipt of site related permits are secured. It is anticipated that permits will be required from:

- Village of Morton Grove

This Task also includes addressing up to two rounds of review comments from the governing agencies listed above. Please note that all application, impact, and permit fees are excluded from this agreement. Permitting with IDOT, IDNR, MWRD, IEPA, FEMA, and/or the United States Army Corps of Engineers is not anticipated and therefore excluded from this agreement.

This Task does not include permitting unless specifically included above, nor does it include performing the weekly inspections (although they can be provided on an hourly basis as outlined on the attached rate schedule).

PROJECT MANUAL

This Task includes the preparation of Section 0 (front end) specification documents for the site project referenced above. This project manual will be used to effectively bid the project. Included is the preparation of the following documents to be included in the Project Manual:

- Project Manual Cover





- Index Page
- Bid Invitation
- Bid Instructions
- Special Conditions
- Supplementary Conditions
- Project References
- Sub-contractor/Supplier List
- Additional Owner Standard Front End Documents
- Bid Proposal Form (to include lump sum base bid with Unit Price list)
- Addenda as necessary during bidding
- Verify contractor's references
- Provide recommendation to the owner for construction contract
- Assist the owner in the preparation of contracts and review of contract related documents provided by the successful bidder
- Assist the owner in notifying contractors to bid the proposed project

This Task includes one (1) revision after review by the Client.

CONSTRUCTION ADMINISTRATION

At the request of the client, The W-T Group, LLC Civil Engineering Practice will provide construction observation visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work of the contractors and to determine in general if such work is proceeding in accordance with the contract documents. Following is a partial list of these Tasks:

- Assistance and meetings with the client and the contractor to propose and review systems costing and value engineering items associated with potential cost overruns.
- Assist in encouraging qualified trade contractors to bid on this project.
- Assistance in reviewing scope of work by solicited contractors.
- Assist with reference checks on constructors under consideration for this project.
- Attend Pre-bid meeting to answer contractor questions and discuss the extent of civil engineering work required by the bid documents
- Provide bid addendums and project scope of work clarifications as needed
- Review bid results and make contractor recommendations
- Review and assist with contractor field orders, change orders and clarifications
- Review and comment on contractor provided closeout documents including warranties, manuals and as-built drawings. This Task does not include sign/seal of contractor's as-builts.
- Addressing RFI's during the Bidding Process.
- Reviewing shop drawings.
- Construction Observation Site Visits During construction including weekly visits for a project meeting.





Fee Proposal

WT Group proposes to provide the Scope of Services defined above on a **fixed fee and hourly basis** as follows:

	Civil Engineering	Land Surveying				PHASE TOTAL
TOPOGRAPHIC SURVEY		\$6,900.00				\$6,900.00
SITE ENGINEERING	\$25,500.00					\$25,500.00
PERMITTING	\$ 1,500.00					\$1,500.00
PROJECT MANUAL	\$ 1,200.00					\$1,200.00
CONSTRUCTION ADMINISTRATION	HOURLY					HOURLY
DISCIPLINE SUB-TOTAL	\$28,200.00	\$6,900.00				\$35,100.00

TOTAL DESIGN PROPOSAL

SCOPE

This estimate is based upon our experience with similar projects. We will not exceed this upper limit without your prior approval. However, as indicated in this proposal, additional services and scope changes may require additional fees.

WTG will make the Client aware at the earliest reasonable opportunity if we identify that the Project requires services that are out of Scope, excessive changes, or if additional services are warranted. The WTG representative will provide the new fee with written explanation and will require client approval prior to proceeding in any of these cases.

REIMBURSABLE FEES

WTG may incur "Reimbursable" fees during our course of work. Examples of reimbursable costs include, but are not limited to prints, delivery service, local and long distance travel expenses, and notification fees. Reimbursable fees may be invoiced at cost plus 10%. Upon request, WTG can provide an estimated budget for reimbursable costs.

PAY TERMS

The Project will be invoiced at milestone delivery dates and/or monthly based on percentage of completion of each phase. Payment is due within THIRTY (30) days of the invoice date. Should payments become delinquent, WTG reserves the right to execute any or all of the following: charge 1.5% interest per month, stop work on the project, all legal options such as collection agencies, filing liens on the property, and legal action.





SIGNATURE PAGE

If the above agreement meets your approval, please initial each page, sign one (1) copy, and return one (1) original to us. On behalf of WT Group, I look forward to working with you on this project.

Respectfully Submitted,

THE W-T GROUP, LLC

**Todd O. Abrams, PE, CFM
Executive Vice President, Civil Engineering**

Morton Grove Park District ACCEPTED BY:

Client Signature **Date**

Print Name **Title**

Project Contact Information

WT GROUP
Todd Abrams **Executive Vice President**

Primary Contact **Title**

224-293-6333 **847-287-2170** **todd.abrams@wtengineering.com**
Office Phone # **Cell Phone #** **Email**

CLIENT

Primary Contact **Title**

Office Phone # **Cell Phone #** **Email**

WT GROUP – ACCOUNTING CONTACT

Accounts Receivable
Main: 224-293-6333
billing@wtengineering.com

INITIAL



2021 BILL RATE SCHEDULE

ENGINEERING	
Principal In Charge	\$ 195.00
Principal In Charge - Expert	
Testimony	\$ 350.00
Principal	\$ 175.00
Engineer I	\$ 95.00
Engineer II	\$ 115.00
Engineer III	\$ 135.00
Engineering Intern	\$ 75.00
CAD/BIM Technician I	\$ 65.00
CAD/BIM Technician II	\$ 75.00
CAD/BIM Technician III	\$ 85.00
Designer I	\$ 75.00
Designer II	\$ 85.00
Designer III	\$ 95.00
Project Manager I	\$ 120.00
Project Manager II	\$ 135.00
Project Manager III	\$ 150.00
Field Data Collector	\$ 75.00
Crew Chief - Solo	\$ 150.00
Crew Chief - Team	\$ 110.00
Crew Chief - Team, Construction	
Staking	\$ 135.00
Survey Crew Member	\$ 50.00
Utility Locator	\$ 90.00
Permitting/Utility Coordinator	\$ 110.00
Department Coordinator/Project	
Coordinator	\$ 75.00

CONSULTING	
Accessibility Specialist	\$ 160.00

CONSTRUCTION MANAGEMENT	
Construction Manager I	\$ 120.00
Construction Manager II	\$ 135.00
Construction Manager III	\$ 150.00
Site Superintendent I	\$ 70.00
Site Superintendent II	\$ 90.00
Site Superintendent III	\$ 110.00

ADMINISTRATIVE	
Chief Executive Officer	\$ 225.00
Chief Operating Officer	\$ 195.00
Chief Financial Officer/Chief Information Officer	\$ 175.00
Chief Information Officer	\$ 175.00
Human Resources Manager	\$ 150.00
Business Development Specialist	\$ 150.00
Marketing Manager	\$ 100.00
Office Manager	\$ 85.00
A/R Manager	\$ 85.00
A/P Manager	\$ 85.00
Accounting Clerk	\$ 75.00
Administrative Assistant	\$ 75.00
IT Technician	\$ 120.00
Receptionist	\$ 50.00
Custodian	\$ 50.00





GENERAL TERMS AND CONDITIONS

1. CLIENT RESPONSIBILITIES

Client shall do the following in a timely manner so as not to delay the services of Consultant:

- a. Provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work.
- b. Designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for Consultant's services.
- c. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- d. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or non-conformance in the work of any Contractor.
- e. Client reserves the right by written change order or amendment to make changes in scope or time schedule adjustments, and Consultant and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

2. CONSULTANT RESPONSIBILITIES

Consultant shall do the following in a timely manner so as not to delay the Project:

- a. Provide professional services described more fully in the Agreement in accordance with generally accepted and currently recognized practices and principles.
- b. Give prompt written notice to Client whenever Consultant observes or otherwise becomes aware of any development that may reasonably affect the scope or timing of Consultant's services, or any defect or non-conformance in the work of any Contractor.
- c. The Design Professional shall have the right to rely on the accuracy of any information provided by the Client or provided by other consultants as directed by the Client. The Design Professional shall not be required to review this information for accuracy.
- d. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor or any other contractors or subcontractors.
- e. Consultant makes no warranty, either expressed or implied, with respect to its services.

3. PAYMENT TERMS

- a. Consultant shall submit invoices monthly, or at project milestones, for services rendered, and reimbursable expenses incurred based upon Consultant's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period.
- b. Client shall make prompt monthly payments in response to Consultant's monthly statements.
- c. If Client fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt of Consultant's statement, interest at the rate of 1.5% per month shall be added to the past amounts due to Consultant.

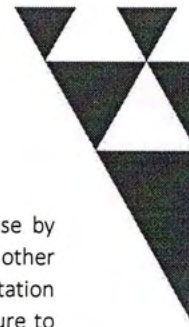
4. SUSPENSION AND TERMINATION

- a. Client may direct Consultant to suspend services, in whole or in part, and upon receipt of such direction in writing, Consultant shall immediately take all reasonable steps to minimize any costs resulting from the suspension. Client, however, shall pay all costs resulting from the suspension.
- b. Upon seven (7) days written notice to Client of intent to suspend services for non-payment, Consultant may suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant shall not be liable for delays or damages resulting from any suspension of services pursuant to this paragraph.
- c. In the event Consultant's invoices remain unpaid 30 days from the date of suspension of services, Consultant may terminate the Agreement.
- d. In the event of termination of this Agreement, Client shall pay Consultant as follows:
 - a. For lump sum fees, in accordance with the percent of work accomplished to total project scope.
 - b. For time expended on the Project on hourly fee billing matters.
- e. In the event of termination of this Agreement, Client shall pay the costs Consultant incurred for sub-consultants to render professional services under this Agreement and all unpaid additional services and unpaid reimbursable expenses, plus all expenses incurred as a result of termination.

5. FORCE MAJEURE

In the case of an event beyond the control of the Client and Consultant, which prevents either Party from complying with any of its obligations under this Contract, including but not limited to:





- a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- c. rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e. Disease, designated as a Pandemic or Endemic on a local or global scale;
- f. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- g. acts or threats of terrorism.

Neither the Client nor the Consultant shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

If and to the extent that the Consultant is prevented from executing its Services by the Event of Force Majeure, while the Consultant is so prevented the Consultant shall be relieved of its obligations to provide the Services but shall continue a good faith effort to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with Standard of Care, PROVIDED that if and to the extent that the Consultant incurs additional Cost in so doing, the Consultant shall be entitled to the amount of such Cost.

If and to the extent that the Consultant suffers a delay during the project as a result of the Event of Force Majeure then it shall be entitled to an extension for the Time for Completion.

6. REUSE OF DOCUMENTS

All documents including but not limited to reports, drawings and specifications prepared or furnished by Consultant (and Consultant's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Consultant shall retain all ownership and property interests therein even if the Project is not completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are

not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant will be without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation shall entitle Consultant, and its independent professional associates or consultants, to compensation at the rates in effect at the time of the use.

7. STANDARD OF CARE

The standard of care for all professional services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished.

8. PERMITS AND APPROVALS

It is the responsibility of the Owner to obtain all necessary permits and approvals except as otherwise noted in proposal as an included service. The Design Professional will assist the Owner as mutually agreed in writing.

9. ENVIRONMENTAL

The Design Professional assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

10. JOBSITE SAFETY

The Design Professional is not responsible for job site safety or for construction means, methods, techniques or sequences. Job site safety and construction means, methods, techniques or sequences are the responsibility of the Contractor.

11. INSURANCE

- a. Consultant shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide for coverage in such amounts, with such deductible provisions and for





such period of time as set forth below, and certificates indicating that such insurance is in effect will be delivered to Owner:

Amount: \$ 2,000,000
Deductible: \$ 80,000

b. Consultant shall procure and maintain Workman's Compensation, General Liability, and Automobile Liability insurance as set forth below. Consultant shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Consultant.

Workman's Compensation: \$ 1,000,000
General Liability: \$ 2,000,000/occurrence
 \$ 4,000,000/aggregate
Automobile Liability:
 (hired and non-owned) \$ 1,000,000

c. Owner shall cause Consultant and its independent professional associates and consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

d. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant's interests in the Project. Owner shall require Contractor to cause Consultant and its independent professional associates and consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

e. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Consultant or its independent professional associates and consultants. Owner and Consultant waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Consultant shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

12. INDEMNIFICATION

- a. To the fullest extent permitted by law, Consultant agrees to indemnify and hold Client harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement.
- b. To the fullest extent permitted by law, Client agrees to indemnify and hold Consultant harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by the negligent acts, errors or omissions of Client or its agents or employees.
- c. To the extent that the claim at issue results from the negligence of both the Consultant and Client (or an entity or person for whom either is liable), Consultant and Client shall share the loss, cost, or expense in proportion to their relative degrees of fault.

13. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings (except for Consultant initiated claims for nonpayment for services), Consultant and Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by Consultant to mediation. Such mediation shall be conducted by the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

14. LIMITATION OF LIABILITY

Consultant's liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed the fees invoiced by Consultant on the project or \$50,000, whichever is greater. Such causes include, but are not limited to, the Consultant's negligent acts, errors, omissions, strict liability, or breach of contract.

Notwithstanding the foregoing, to the fullest extent permitted by law, Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.





Memorandum

To: Board of Park Commissioners
From: Jeffrey Wait, Executive Director
Date: April 21, 2021
Subject: Disposal Ordinance O-01-21

Issue:

Prior to the disposing or selling of the district property, the Board must approve an ordinance specifying the property to be disposed of and the method(s) of disposal.

Discussion:

As we continue to take inventory of the Administrative, Maintenance and Recreation Departments, staff finds obsolete or broken items which should be disposed of rather than stored.

In accordance with state law (as specified in Section 8-22 of the Park Code), "if the District owns personal property that is no longer necessary, useful to, or in the best interest of the District, three-fifths of the Board may authorize the disposal, trade-in, donation, or sale of the property in any designated manner (with or without advertising the sale) by passage of an ordinance." Disposal of any equipment will follow local, county, and state regulations.

The complete list of items for disposal is listed on the ordinance, which is attached.

Park Board Action:

To approve Ordinance #O-01-21 for the disposal, donation, trade-in, or sale of listed items and authorizes the Park Board President and Secretary to execute said ordinance.

MORTON GROVE PARK DISTRICT

Ordinance #O-01-21

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE SALE OR OTHER CONVEYANCE OF SURPLUS PERSONAL PROPERTY OF THE MORTON GROVE PARK DISTRICT, COOK COUNTY, ILLINOIS.

WHEREAS, the Morton Grove Park District, Cook County Illinois, (Park District) owns the following used computer, office, mechanical and recreation equipment:

- **10 miscellaneous sized filing cabinets**
- **Heartstream serial number 050301**
- **Phillips Heartstart 989803139401**
- **58 Lounge Chairs**
- **35 Chairs**
- **39 Sand Chairs.**

WHEREAS; pursuant to Section 8-22 of the Park District Code (70 ILCS 1205/8-22) (“Code”); every park district is authorized to sell or convey any personal property that in the opinion of three-fifths of the members of the Board of Park Commissioners then holding office is no longer necessary; useful to; or for the best interests of the park district; and

WHEREAS; the Board of Park Commissioners of the Park District (“Board”) has reviewed a staff report finding that the equipment is no longer necessary; useful to or in the best interest of the Park District and recommending its disposal; sale; donation or trade and the Board concurs with the findings and recommendations contained in the staff report.

NOW; THEREFORE; IT IS HEREBY ORDAINED by the Board of Park Commissioners of the Morton Grove Park District; Cook County; Illinois as follows:

Section 1. The Board finds that all the recitals contained in the preamble to this Ordinance are true and correct and does hereby incorporate them in this Ordinance by this reference.

Section 2. The Board finds that the equipment is no longer necessary; useful or for the best interests of the Park District and declares it to be for the best interests of the Park District and its residents to dispose of the equipment in the terms set forth in the staff report.

Section 3. The Board authorizes and directs the Executive Director of the Park District to take such action necessary to dispose of the equipment as herein authorized.

Section 4. This Ordinance shall be in full force and effect after its adoption as provided by law.

Adopted this 21th day of April 2021; by the affirmative vote of three-fifths of the members of the Board of Park Commissioners.

Ayes: _____

Nays: _____

Absent: _____

President; Board of Park Commissioners
of the Morton Grove Park District

ATTEST:

Secretary; Board of Park Commissioners
of the Morton Grove Park District

[SEAL]



**MORTON GROVE
PARK DISTRICT**

Memorandum

To: Board of Park Commissioners
From: Jeffrey Wait, Executive Director
Date: April 21, 2021
Subject: General Use Regulations

Issue: Update of the District's General Use Regulations

Discussion:

Staff has been working with Corporate Counsel on an update of the District's General Use Regulations. Attached are two versions for the Board's review. The first is a clean version while the second is a red-lined version showing all the changes being proposed.

The General Use Regulations outline the rules that govern how the District's parks and facilities are to be used by patrons. The regulation lists what conduct, activities or amenities are and are not allowed in the parks or facilities. For example, allowing dogs in the park or not allowing metal detecting.

These regulations have been in place almost since the District was organized in 1951. This is the Board's opportunity to renew its authority to govern conduct with its parks and facilities. It also provides the public an opportunity to provide comment on any regulation.

The last comprehensive review of the regulation was in 2012. Although the regulations have been modified since, a closer review from Corporate Council has not been conducted since.

Also, attached is a memorandum from corporate council summarizing the changes made.

Board Action: Informational only. This is the first read of the regulations. The Board will have until their May meeting to review the regulations before approving them.

MORTON GROVE PARK DISTRICT

ORDINANCE 2012-02

GENERAL USE REGULATIONS

"Committed to Quality Park and Recreation Services"

The Morton Grove Park District Board of Commissioners recognizes that it is reasonable, necessary and desirable to establish rules and regulations in order to provide for the safe and peaceful use of parks and facilities; for the protection and preservation of the property of the Morton Grove Park District including, but not limited to, the flora and fauna of the parks and open spaces; for the health, safety and general welfare of the public; and to comply with all applicable local, state and federal laws including, but not limited to, the Illinois Park District Code, 70 ILCS 1205/1 *et seq.* These General Use Regulations shall apply and be enforceable within and upon all Morton Grove Park District property, and shall regulate the use thereof by all persons. Ordinance #98-5 embodies General Use Regulations consisting of revisions to Ordinance 88-3, 92-1 95-1, 98-5, 2012-1 and addendums adopted in August 2003.

GENERAL USE REGULATIONS ORDINANCE #

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Commented [NK1]: Will update once changes are finalized

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Chapter I – Definitions and Construction of Words

Section 1 – Construction of Words

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

- a. Any term in the singular shall include the plural.
- b. Any term in the masculine form shall include the feminine and neuter form.
- c. Any requirement or provisions of this Ordinance relating to any act shall respectively extend to and include the causing, procuring, aiding or abetting, directly or indirectly, of such act.
- d. The word "shall" is always mandatory and not merely directory. The word "may" is always permissive and upon the discretion of the District.
- e. This Ordinance is in addition to and supplemental to all applicable state, federal, local, and District laws, ordinances, rules, and regulations including without limitation the Illinois Park District Code (70 ILCS 1205/1-1 *et seq.*).
- f. The meaning of any term, phrase, or word not otherwise defined in this Ordinance shall be construed and interpreted to mean the same as said term, phrase, or word is otherwise defined, construed or interpreted in such applicable federal, state, local, or District laws, ordinances, rules, or regulations. The meaning of any term, phrase, or word not otherwise defined in this Ordinance or in such applicable federal, state, local, or District laws, ordinances, rules, or regulations shall retain its ordinary and properly understood meaning.
- 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.
- i. This Ordinance shall apply to and be enforceable within and upon all District Property and shall regulate the use thereof by all Persons. However, no provision hereof shall make unlawful any act necessarily performed by any federal, state or local officer, including any Village Police Officer, or Employee or agent of the District when acting within the scope of his authority or in his line of duty, or any other Person summoned to assist him, except when such act endangers or encroaches upon the rights of others as regulated by the laws of the Village of Morton Grove or the State of Illinois.

Commented [NK2]: Replaced original language with this language: some provisions are the same and new language was added to clarify/expand the scope of construction of the terms incorporated in the Ordinance.

Section 2 – Definitions

Unless otherwise expressly stated whenever used in this Ordinance. The following terms shall respectively mean:

Commented [NK3]: Some of the original definitions were Unnecessary/are understood in context to have their "normal" meaning and were therefore deleted.

- a. "Aircraft" shall mean any device that is used, designed, or intended to navigate, or fly in the air.
- b. "Alcoholic Liquor" shall be as defined in the Illinois Liquor Control Act (235 ILCS 5/1-3.05) as same is amended from time to time.
- c. "Amusement Contraptions": shall mean any contraption, device, gadget, machine or structure designed to test the skill or strength of the user or provide the user with any sort of ride, lift, swing or fall experience or other amusement including, but not limited to, ball-throwing contest devices, pinball-type devices, animal ride devices, ball and hammer devices, trampoline devices, and the like.
- d. "Board" shall mean the Board of Park Commissioners of the Morton Grove Park District.
- e. "Camp" or "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, parking of a motor vehicle, motor home or trailer, for the apparent purpose of overnight occupancy; and/or in connection therewith, the use of District Property for living accommodation purposes such as sleeping activities, or making preparations for sleeping activities, or storing personal property, or making preparations to store personal property, or making a fire or using a device to provide heat other than as may be permitted as part of a District event or activity.
- f. "Cannabis" shall be defined as provided in the Illinois Cannabis Control Act (720 ILCS 550/3(a)) as amended hereafter.
- g. "Controlled Substance" shall be as defined in the Illinois Controlled Substance Act (720 ILCS 570/102) as amended hereafter.
- h. "District" shall mean the Morton Grove Park District.
- i. "Drug Paraphernalia" shall have the same meaning as ascribed to it as Section (d) of the Drug Paraphernalia Control Act (720 ILCS 600/1 et seq.), as amended hereafter.
- j. "Employee" shall mean any person hired for a definite or indefinite time period by the District in an established job classification and receiving pay for work performed or entitled to pay under established policies for paid absence.
- k. "Director" shall mean the Director of the Morton Grove Park District.
- l. "Ordinance" shall mean this Morton Grove Park District General Use Regulations Ordinance.
- m. "Permit" shall mean and include any written authorization issued by or under the authority of the District, by a District officer or Employee empowered by the Board to grant said authorization, for

a specified park privilege, activity or event, or permitting the performance of a specified act or acts in or on any District Property.

- n. "Person or Person" shall mean every individual, organization, firm, company, partnership, corporation, association, or any entity of any kind or any employee, agent or officer thereof.
- o. "Property" shall mean all of the property, real and personal of every kind, nature, and description located within the jurisdiction of, or owned, administered, leased or licensed by, or otherwise in the possession or under the control of the District including without limitation every building, shelter, street, sidewalk, trail, path, park open space, or other public place or facility with the jurisdiction of, or owned, administered, leased or licensed by, otherwise in the possession under control of the District.
- p. "Smoking" shall mean the carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, vapors, or any other lighted smoking equipment, lighting of cigarettes, electronic cigarettes, cigars or pipes, the carrying of lighted cigarettes, electronic cigarettes, cigars or pipes, or the intentional and direct inhalation of smoke from these objects.
- q. "Unmanned Aircraft" shall mean any Aircraft that is operated without the possibility of direct human intervention from within or on the Aircraft and shall include model aircrafts and drones.
- r. "Vehicle" shall mean any device, conveyance, or combination of conveyances, wheeled or without wheels, propelled, towed or unpropelled that in, around or on which, a Person or thing is or may be transported, including, but not limited to, bicycles, scooters, skateboards, mini bikes, motorcycles, snowmobiles, sleds, trucks and automobiles. Vehicles shall not include: i) vehicles used by the District; and ii) wheelchairs or other mobility devices designed exclusively to assist a Person with a disability.
- s. "Village" shall mean the Village of Morton Grove, Illinois.
- t. "Village Code" shall mean the Village of Morton Grove's Municipal Code.
- u. "Village Police" shall mean the Village of Morton Grove Police.
- v. "Visual Recording Device" shall mean 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 video, photographic, electronic, digital, recorded or other visual image, picture or representation, including but not limited to, any camera, camcorder or videotaping device; and that capability or feature of any cellular telephone that enables such cellular telephone to record, produce, duplicate, reproduce, store, copy, transmit or display any video, photographic, electronic, digital, or other visual image, picture or representation.
- w. "Wildlife" shall include any waterfowl, mammal, animal, amphibian, reptile, or bird or the young or eggs thereof, but excluding any domesticated dog, cat or other domesticated animal.

Commented [NK4]: Does the Park District have an IGA with Village Police to enforce this Ordinance? If not, recommend one.

Chapter II – Park Hours, Closing and General Operations

Section 1 – Hours of Use

- a. Parks shall be open to the public from dawn to dusk unless the District posts different hours.
- b. No Person shall remain in the parks when the park is not open to the public without a Permit from the District.
- c. No Person, shall sleep in or upon a tent, car, trailer, hammock, bench or other District Property without a Camping Permit as provided in Chapter VII of this Ordinance
- d. Parks with lighted athletic facilities, pools and neighborhood fieldhouses, and the District's Community Center will close at 10:00 p.m., unless the hours of operation of the facility designate otherwise.

The District may establish other hours during which District Property, or any parts thereof, shall be subject to different hours of operation or closed to the public. The Board may periodically revise these hours.

Section 2 – Special Closings. The Board or the Director may close one or more District park, building, or facility, or any part thereof, to the public at any time and for any interval of time, either temporarily or at regular intervals, and either entirely or limited to certain uses, as deemed advisable and in the best interests of the public and District.

Section 3 – Use of Closed Property Prohibited. No Person shall use, occupy, be in, or remain upon District Property or leave any personal property in or upon District Property which is closed to the public, or after closing hours, unless permission therefor has first been obtained from the District.

Section 4 – Schedules, Fees, Rules and Regulations. The Board may review and revise the following periodically: i) time schedules for the operation of, and the activities to be conducted on, District Property; and ii) the amount of facility, Permit and program fees. As permitted by law, fees charged non-residents of the District need not be the same as fees charged residents of the District. The Board may otherwise establish policies, rules and regulations for proper conduct by Persons using District Property. Specific policies, rules and regulations pertaining to District Property and programs, in addition to the rules and regulations contained herein, may be posted at or on the applicable District Property and/or published in District program brochures or otherwise made available to the users of District Property, who shall be charged with actual knowledge thereof and shall obey or comply with all such policies, rules and regulations. All Persons shall abide by all District policies, rules and regulations and with the direct orders or requests of Employees and agents of the District when using District Property.

Section 5 – Admission/Identification. No Person shall enter into, be, or remain in or upon District Property without paying any proper admission fees, without complying with registration requirements, if any, which may be established by the District, and without displaying the required admission identification. All admission identification cards, papers and tickets are non-transferable and must be individually registered, unless otherwise specifically noted thereon. A charge may be made by the District for replacing lost admission identification cards, papers and tickets.

Section 6 – Lost, Found and Abandoned

- a. No Person shall abandon property on District Property.
- b. Property left unattended for longer than twenty-four (24) hours or unattended property that interferes with any park visitors' safety, orderly management of the park area, or presents a threat to park resources may be impounded or removed by the District at any time in accordance with Chapter IX, Section 4. The owner of such property shall be responsible and liable for all costs and expenses associated with the impounding, removal, storage, or other disposal of the property in accordance with Chapter IX, Section 4.
- c. Any Person finding lost or unattended property on District Property shall report such finding to the District as soon as practicable. Whenever a District Employee or agent finds lost or unattended property on District Property he shall return such property to a District facility. The District will attempt to make every reasonable effort to locate the property's owner(s).

Section 7 – Building Use. No Person shall use any District building or facility for an event or activity which is not conducted or sponsored by the District unless a Permit therefor has first been obtained from the District in accordance with Chapter VII of this Ordinance and/or a license agreement has been executed with the District. All Persons using District buildings or facilities shall comply with the provisions of this Ordinance and with the provisions and conditions of the Permit and/or license agreement and with all other applicable policies, rules, and regulations of the District regarding the use of District Property.

Chapter III – Protection of Property, Structures, and Natural Resources

Section 1 – Destruction of Misuse of Property and Structures. No person shall upon or in connection with any property of the District:

- a. Destroy, deface, paint, set fire to, alter, change or remove any post, building, wall shelter, picnic table, bridge, pier, drain, well, foundation, washroom pump, athletic court and apparatus, telephone, lamp post, fence, gate, refuse container, exhibit, display, tool or equipment, storage box, utility outlet, movie screen, flagpole, playground structure or any other structure, park amenity, or parts thereof on District Property, without prior express written permission of the District.
- b. Deface, destroy, cover, damage or remove any placard, notice, or sign or parts thereof, whether permanent or temporary, posted or exhibited by the District on District Property to announce the rules, regulations and warnings, or any other information to the public necessary or desirable for the proper use of the District park or other District Property.
- c. Throw, carry, cast, drag, push or deposit in any refuse container, picnic table, barricade or any other movable or non-movable property into any lake, pond, slough, stream, or lagoon or upon the frozen waters thereof on District Property, or to otherwise move, stack or hide such property in such a way as to render it unavailable to the general public for its intended use, or to cause a hazard to public safety or to damage or destroy such District Property.

Commented [NK5]: The original language was similar, but somewhat narrow; the new language is broader.

- d. Enter into or upon any District Property, or area thereof closed or posted against trespass, without written permission of the District. Areas of no trespass may include construction areas, work safety zones, equipment or material storage structures or area, workshops or stations, tree nurseries or areas undergoing intensive reforestation or other soil or vegetative treatment or area hazardous to public safety or health.
- e. Tamper with, or in any way weaken, destroy, damage, set fire to or remove anything from any District Property.
- f. Litter, cast, throw, drop, bring into, leave behind, scatter, place, pile, dump or deposit in any manner material of any kind, whether waste or otherwise, on District Property, except refuse, ashes, garbage and other material arising from the normal use and enjoyment of a picnic or other permitted activity, which shall be disposed of in accordance with District regulations.
- g. Remove any container or material from designated receptacles for the purpose of waste recycling.
- h. Bathe or wash himself or food, clothing, dishes or other property in District fixtures or pools on District Property, except those areas designated by the District for such use.
- i. Dispose of human or animal waste on District Property except designated locations or in fixtures provided for that purpose.
- j. Construct, build, erect, or otherwise place any building, tent, stand, scaffold, platform or other structure 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 public service or private utility, into, upon, above, or across or beneath District Property, unless a Permit, license, or contract therefor has first been obtained from the District.

Section 2 – Destruction or Misuse of Natural Resources. No Person shall upon or in connection with any District Property:

- a. Cut, remove, uproot or destroy any tree sapling, seedling, bush, shrub, flower or plant whether alive or dead or chip, blaze, box, girdle, trim or otherwise deface or injure any tree, shrub or bush 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 District.
- b. Remove or cause to be removed any sod, earth, humus, downed timber, wood chips, peat, rock, sand or gravel or remove or cause to be removed any other natural material of the forest floor or earth unless necessitated by the performance of restorative, maintenance, or construction work authorized by the District.
- c. Hunt, pursue, trap, catch, capture, molest, poison, wound or kill or attempt to hunt, trap, catch, capture, molest, poison, wound or kill any invertebrate animal, mammal, bird, reptile, or amphibian; disturb, molest, or rob the nest of any mammal, bird, insect, reptile, or amphibian or the lair, den or burrow of any mammal, bird, reptile or amphibian, without prior written permission of the District and only in accordance with applicable law. No Person shall touch,

tease, fright, disturb, or otherwise intentionally interfere with any Wildlife while feeding, nesting, breeding, sleeping, resting, flying or otherwise moving, conducting or participating in any activity on or upon District Property. No Person shall molest, touch, throw, or propel an object at, destroy, dig up, crush, shake, or in any way tamper with or damage the nest, lair, den, burrow, or home of any Wildlife found on District Property.

- d. Bring in or plant or distribute the seeds or spores of any flowering or non-flowering plant brought into or upon District Property from any outside source whatsoever, without prior written permission of the District.
- e. Use or cause to be used any chemical or biological pesticide or any other substance, measure or process designed to alter the anatomy or physiology of any organism for the purpose of directly manipulating their populations, without prior written permission of the District and then only in compliance with all applicable law.
- f. Deposit, dump, throw, cast, lay or place or cause to be deposited, dumped, thrown, cast, laid or placed any ashes, trash, rubbish, paper, glass, garbage, refuse, debris, landscape/yard waste, or junk or abandoned vehicles or parts of vehicles on District Property.
- g. Climb upon any plants, fence structure, utility device or property of any kind in the District except such recreational equipment as may be installed by the District for such purposes.
- h. Feed, harbor, or otherwise attract onto District Property any Wildlife without the prior written permission of the District.

Section 3 – Contraband. All Wildlife or domesticated animals, plants, 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 shall be and are hereby declared contraband and, as such, shall be subject to seizure by the Village Police or any Employee of the District.

Section 4 – Destruction by Misuse of Fire. No Person shall upon or in connection with any District Property:

- a. Set fire, or cause to be set on fire, any tree, forest, brushland, grassland, meadow, prairie, marsh, refuse container or structure unless expressly authorized by the District and in accordance with Chapter IV, Section 13 of this Ordinance.
- b. Build a fire anywhere, for any purpose, except as authorized by the District and in accordance with Chapter IV, Section 13 of this Ordinance.
- c. Drop, throw away or scatter any burning, lighted or hot coals, ashes, firecracker, firework, sparkler or match except as set forth in Chapter IV Section 13.
- d. Build any fire whatsoever, for any purpose in or out of a receptacle or fireplace 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.

- e. Cause, suffer, or allow the burning of any garbage, refuse, landscape/yard waste, waste material, trash, motor vehicle (or any part thereof) or other combustibles within or adjacent to District Property so as to cause smoke, haze, odor, sparks, dust, dirt, or other type matter or gaseous substance to come upon or pass through or over the District Property and causing an air pollution nuisance or damage to Persons or property.
- f. Grill in any park without permission from the District in accordance with Chapter IV, Section 13 of this Ordinance.

Chapter IV – Regulation of Sports, Games and Leisure Activities

The following applies to the use of District Property.

Section 1 – Swimming. No Person shall swim or bathe in any of the pools except at such times and places as may be designated by the District and then only in accordance with all rules, regulations, and restrictions as the District may designate for such activities.

Section 2 – Power Models, Toys and Model Rocketry

No Person shall, upon or in connection with any District Property: start, fly or use any fuel-powered, battery-powered or electric-powered model or toy or any radio controlled model car, boat or rocket or any like controlled or powered toy or model unless the Park District has designated such areas for such activities or issued a Permit for such activities. The Director may grant, upon due application, in accordance with Chapter VII, a Permit for use of like toys or models for special events, instruction classes or other functions on a case by case basis.

Section 3 – Aircraft/Unmanned Aircraft

- a. No Person shall fly, cause to be flown or permit or authorize the flying of an Aircraft of any kind at any time over District Property at an elevation lower than the minimum safety requirements established by the Federal Aviation Administration or other governmental authority, at an elevation which is lower than is reasonably safe under the circumstances, or in a manner which endangers the safety of any Person on District Property.
- b. No Person shall land, cause to be landed, or permit or authorize the landing of any Aircraft on District Property, except as otherwise provided herein or for when necessitated by unavoidable emergency.
- c. Unless otherwise authorized by law, no Person shall fly or cause to be flown or permit or authorize the flying of an Unmanned Aircraft on or over District Property unless a Permit therefor has first been obtained from the District. Any Person authorized to operate an Unmanned Aircraft on District Property shall comply with all regulations established by the Federal Aviation Administration, Park District, Village and any other governmental authority having jurisdiction over such use and operation of the Unmanned Aircraft.
- d. No Person shall parachute or otherwise descend from an Aircraft into or onto District Property, or cause, permit or authorize another Person to parachute or otherwise descend from any Aircraft

Commented [NK6]: Unmanned aircrafts include drones and model aircrafts; see definition section. Please review this section and section 2 for consistence with District practice.

in or onto District Property, unless a Permit has first been obtained from the District, except when necessitated by unavoidable emergency.

Section 4 – Bicycling. No Person shall ride a bicycle on any path, trail, roadway, park, athletic field, spectator area, public areas, or other area designated and posted by the District as prohibiting bicycles.

- a. No Person shall fail to ride a bicycle as closely as possible to the right hand side of any road, trail or path, as conditions shall permit.
- b. No Person shall carry another person on the handlebars, frame or fender or so ride on a bicycle except on a suitable seat attached to such bicycle for such purpose.
- c. No Person shall operate a bicycle in a reckless manner so as to endanger pedestrians or the rider or riders thereon.
- d. No Person shall ride a bicycle on any: i) path or trail more than two abreast; and ii) roadway or road used by the public for regular motor vehicle access in any other manner than single file.
- e. No Person shall park or leave unattended any bicycle so to impede, travel upon or block any pedestrian or vehicular traffic or access way on District Property.
- f. No Person operating a bicycle on District Property shall cling or attach himself or his bicycle to any other moving Vehicle.
- g. The operator of a bicycle emerging from an alley, driveway or building on District Property shall, upon approaching a sidewalk or the sidewalk area extending across any alley or driveway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all Vehicles approaching on said roadway.

Section 5 – Winter Sports. No Person shall enter on or upon any frozen waters for any purpose whatsoever other than in areas designed by the District for such use and then only in compliance with the rules and regulations for such use. Further, no Person shall skate, sled, toboggan, ski, slide, snowmobile or carry on other similar activity on District Property except at such places and times as the District may designate for the purpose.

No Person shall engage in any such activity listed in this section in a reckless manner that endangers that Person or others or at a speed greater than is safe and proper under the circumstances.

Section 6 – Field and Team Sports. No Person shall play or engage in any not-for-profit or for-profit organized team sport or game such as, but not limited to, baseball, basketball, football, soccer, field hockey, volleyball, lacrosse, or horseshoes in such a manner as to interfere with other Persons lawfully using District Property. No Person shall engage in any permitted activity in a rough or reckless manner so as to endanger, injure or damage any Person or property in any way.

Section 7 – Golfing. No Person shall possess, swing, or make use of any golf club to hit or putt golf balls on, within or into District Property, except on any established District golf course or driving range, and then only in accordance with all applicable rules, regulations and fees.

Section 8 – Amusement Contraptions. No Person shall bring in, set up, construct, manage or operate any Amusement Contraption, metal detector, device or gadget, without first obtaining a Permit.

Section 9 – Official Baseball. No Person shall use official hard league baseballs except in those parks and fields designated for baseball play.

Section 10 – In-Line Skating and Skateboards

- a. No Person shall use any type of skateboard, roller skates, rollerblades, roller skis or engage in similar activities (collectively, “Skating Activity(ies)”) on District Property, including but not limited to on any path, trail, roadway, park, playground, athletic field, tennis court, basketball court, associated ramps to buildings, park amenities and similar structures or other areas designated as prohibiting Skating Activities. Skating Activities may only be performed at such places and at such times as the District may designate for that purpose.
- b. No Person engaged in a Skating Activity shall interfere with pedestrian use of sidewalks or Vehicle use of the streets, or otherwise act negligently, recklessly or without due caution, or in any manner so as to endanger any Person or property.
- c. No Person shall use any type of a motorized skateboard (gas or electric powered) on District Property.

Section 11 – Camping and Sleeping

Commented [NK7]: Consider adding.

- a. No Person shall place, erect or use any hammock, swing, tent shelter, or any other type of temporary or permanent housing or Camping equipment on District Property, nor otherwise Camp in any manner on any District Property without first obtaining a Permit for the same in accordance with Chapter VII of this Ordinance and only in areas as may from time to time be designated by the District for Camping.
- b. No Person shall sleep in any park between one hour after sunset and sunrise the following day, except in designated Camping areas as aforesaid.
- c. No Person shall sleep on benches, sidewalks, parking lots, picnic grounds or tables, playgrounds or playground equipment, stairways or doorways of District buildings or other District Property so as to unreasonably obstruct or hinder the movement of other Persons or the use of facilities.

Section 12 – Classes, Camps, Tournaments and Leagues

Commented [NK8]: Consider adding.

- a. No Person shall bring or cause to be brought onto District Property any class, play class, day camp, group lesson or similar organized group activity of any kind unless a Permit allowing such use or activity has first been obtained from the District in accordance with Chapter VII of this Ordinance.
- b. No Person shall utilize any District Property, including without limitation playing fields and other District facilities, for tournaments, leagues, or other organized recreational activities and outings

unless a Permit allowing such use or activity has first been obtained from the District in accordance with Chapter VII this Ordinance.

- c. This section does not apply to normal or scheduled District programs or activities. Where a conflict between normal or scheduled District programs or activities and a requested activity occurs, District programs and activities shall take precedence unless otherwise agreed to by the District.

Section 13 – Fires and Barbeques

Commented [NK9]: Consider adding.

- a. No Person shall ignite, tend, or maintain any open fire on District Property without first obtaining a Permit for the same or as otherwise authorized by the District.
- b. Barbeques and cookouts shall be permitted only in a barbeque grill or District provided fireplace, provided that materials used to burn therein are not taken live from District Property, and further provided that the cooking fire is maintained without the emission of dense smoke, sparks, odor, dust, or ash, and properly extinguished after use and is never left unattended by a competent Person 18 years of age or older. A fire shall be deemed properly extinguished when ashes, residue, coals and unburned substances are cold to human touch.
- c. The dumping of hot ashes, lighted or smoldering material, or fire from a portable barbeque grill onto the grass, plants, or in any manner that threatens or causes damage to, or results in the burning of, District Property or park resources, or creates a safety hazard, is prohibited. Hot ashes shall be deposited only in specified areas or designated receptacles, but not in picnic refuse receptacles.

Section 14 – Picnics and Parks Reservations

- a. Picnics shall be permitted only in areas designed or designated therefore and during the regular open hours of that park.
- b. No Person shall use the area in any park or other District Property being used by a group having a valid reservation Permit, except with permission of the group. This section shall not apply to a District Employee to the extent he is acting within his scope of duties as authorized by the District.

Chapter V – Regulation of Vehicles, Traffic and Parking

The following applies to the use of District Property.

Section 1 – Vehicle Operation and Equipment. No Person shall operate, or cause to be operated, any motorized Vehicle which in any manner does not comply with the Illinois Vehicle Code, or other law or laws of the State of Illinois or ordinance or regulation of the Village where applicable, together with such regulations as are contained in this Ordinance and as from time to time amended, having to do with the equipment, control, licensing, registering and use of motorized Vehicles and/or the licensing of operators of such Vehicles.

Section 2 – Vehicle Types and Access Allowed

- a. No Person shall operate, or cause to be operated, any Vehicle anywhere except on the roads, drives and parking areas provided, in compliance with applicable Illinois law, Village Code, District regulations and any other applicable law.
- b. No Person shall operate, or cause to be operated, any motor Vehicle anywhere that is not properly licensed or permitted to be operated on the roads, streets, and highways of the State of Illinois except in such cases as authorized by the District, and then only in those areas specified and in accordance with the rules and restrictions duly set forth by the District. Vehicles subject to the provisions of this sub-section include, but are not limited to, snowmobiles, go-carts, trail bikes, mini-bikes, and other such all-terrain, off-the-road vehicles.
- c. No Person shall operate a Vehicle on any road, drive or parking area posted, gated or barricaded as closed to public traffic.
- d. No Person shall change the oil or grease of, or wash, clean or polish Vehicles on District Property, unless a Permit therefor has first been obtained from the District in accordance with Chapter VII of this Ordinance.
- e. No Person shall ride upon the fenders, running boards, bumpers, hood, trunk, or any other exterior part of any Vehicle on District Property. No Person shall cling or attach himself, his Vehicle, or any other object, to any other Vehicle on District Property.
- f. No Person shall sound any siren or other type of signaling device which makes unusually loud or unnecessary noise on District Property unless that Person is driving or operating an authorized emergency Vehicle, responding to an emergency call, or pursuing an actual or suspected violator of the law.
- g. Persons with disabilities may operate "Other Power-Driven Mobility Devices" in accordance with the District's Mobility Device Use Policy.

Section 3 – Right-of-Way. No Person shall operate a vehicle in such a manner as to fail to yield the right-of-way to pedestrians and bikers, or to deprive or unreasonably interfere with the equal rights of any other Person to use District Property.

Section 4 – Parking

No Person in connection with District Property shall:

- a. Park a Vehicle anywhere except areas as posted for parking of Vehicles. No Person shall Park a Vehicle in a zone or area posted prohibiting parking.
- b. Park a Vehicle overnight or in excess of the time permitted without permission from the District. Any Vehicle parked for 24 consecutive hours without a Permit may be towed away at the owner's expense.
- c. Park a Vehicle in any manner at any time as to endanger public safety or as to partially or totally block, restrict or impede another parked Vehicle, normal traffic flow, road, driveway, sidewalk,

doorway, or recreational area. The District shall have the right to tow away any Vehicle in violation of this paragraph at the owner's expense.

- d. Park a Vehicle upon any roadway or in any public off-street parking facility on District Property for any of the following purposes:
 - 1. To display such Vehicle for sale.
 - 2. To perform maintenance or repair of such Vehicle, except for repairs necessitated by an emergency.
 - 3. To sell goods or services from such Vehicle.
- e. Park a Vehicle on turf, meadow, prairie, marsh, field, in a woodland or on the exposed roots of any tree or shrub, except in an emergency or as allowed or when directed to do so by the Village Police or as a matter of public safety.
- f. Park a Vehicle in such a way that it occupies more than one designated parking space.
- g. Park a Vehicle in a zone or area designated and posted for handicap parking without a properly displayed and/or valid permit.
 - 1. For purposes of this section, handicapped Person means every natural Person who is unable to walk 200 feet or more unassisted by another Person or without the aid of a walker, crutches, braces, prosthetic device, or a wheelchair or without great difficulty or discomfort due to the following impairments: neurological, orthopedic, respiratory, cardiac, arthritic disorder, blindness, or the loss of function or absence of a limb or limbs.
 - 2. No Person shall park on District Property any motor Vehicle which is not bearing registration plates or decals or placard issued to a handicapped Person, pursuant to 625 ILCS 5/3-616, 11-1301.1, 11-1301.2, or to a disabled veteran pursuant to 625 ILCS 5/3-609 of the Illinois Vehicle Code which provisions are specifically incorporated in this Ordinance by reference, as evidence that the Vehicle is operated by or for a handicapped Person or disabled veteran, in any parking place, including without limitation any private or public off-street parking Facility, specifically reserved by the District, by the posting of an official sign as designated under 625 ILCS 5/11-301, for motor Vehicles bearing such registration plates. Any motor Vehicle bearing a handicapped license plate or a handicapped parking decal or device containing the international symbol of access issued to handicapped Persons by any local authority, state, district, territory or foreign country shall be recognized by the District as a valid license plate or device and receive the same parking privileges as handicapped residents of this State.
 - 3. The District may remove or cause to be removed to the nearest garage or other place of safety any Vehicle parked within a stall or space reserved for use by the handicapped which does not display handicapped registration plates or a special decal or device as required by this section.

4. Any Person found guilty of violating the provisions of this section shall be fined \$_____ in addition to any costs or charges connected with the removal or storage of any motor Vehicle authorized under this section.

Commented [NK10]: Consider a fine, which should be consistent Chapter IX, Section 1.

- h. Park a Vehicle in any other manner as prohibited by law.

Section 5 – Speed Limits. No Person shall operate, propel or cause to be propelled a Vehicle on any road, drive, or parking area at a speed greater than the speed limit posted along the right-of-way, or in the absence of such posted limited, in excess of 10 miles per hour.

Section 6 – Signs. No Person shall fail to observe all traffic signs and control devices erected and maintained by the District indicating speed, direction, restrictions as to vehicular use, caution, stopping or parking.

Section 7 – Overweight. No Person shall operate any motor Vehicle having a gross weight capacity, including vehicle and maximum load in excess of 8,000 lbs. or any Vehicle bearing a Class C or heavier license plate pursuant to 625 ILCS 5/3-815, except emergency vehicles as defined in the Illinois Motor Vehicle Code (625 ILCS 5/1-105,15-101), or otherwise as permitted by the District.

Section 8 – Improper or Negligent Vehicle Operation

- a. No Person shall operate a motor Vehicle on District Property in a reckless or wanton manner, or carelessly s as to endanger life or property. No person shall operate a motor Vehicle at a rate of speed or in any manner that is unreasonable or imprudent, not having regard to the traffic and use of the way, condition of the weather, visibility, condition of the roadway and other surrounding conditions, so as to endanger any Person or property.
- b. No Person shall operate a Vehicle in such a manner as to deprive or unreasonably interfere with the equal rights of any Person to the use of such public street or highway.
- c. No Person shall operate a Vehicle in such a manner as to cause or produce unnecessary loud, raucous, excessive or unusual noise by any means, including but not limited to, 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 sounding of a horn or other signal device.
- d. No Person shall operate a Vehicle in disregard of any sign, signal, marking or device erected, constructed or created by the District, the Village or any public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic, or contrary to the order or direction of any Village Police or other Person duly authorized by the District to direct or regulate traffic on District Property.
- e. No Person shall operate a Vehicle and intentionally accelerate causing the tires to spin, mark and deface District Property or roadway surface.
- f. Operate a Vehicle in violation of any other federal, state, or local law.

Section 9 – 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 while under the influence of Alcoholic Liquor, under the influence of any other drug or combination of drugs to a degree which renders such person incapable of safety driving, or under the combined influence of Alcoholic Liquor and any other drug or drugs to a degree which renders such a person incapable of safely driving.

Section 10 – Duty of Operator in Accidents. No Person shall leave the scene of a Vehicle collision with another Vehicle, Person or property occurring on District Property, without giving his true name and residence address to the injured Person or any other Person or member of the Village Police or District Employee requesting same, and in the event no public officer is present, he must immediately report the occurrence to the nearest police station or police headquarters.

Section 11 – Emergency Vehicles

- a. For purposes of this section, emergency Vehicles shall include all ambulances, fire trucks, police, fire, and other first responder cars, and other Vehicles used to protect the public health, safety, and welfare.
- b. The provisions of this chapter regulating the movement or parking of Vehicles on District Property shall not apply to the operator of any emergency Vehicle when responding to an emergency call or pursuing an actual or suspected violator of the law. However, such operator shall exercise extreme caution when on or approaching District Property including without limitation slowing down as necessary for safety, cautiously proceeding through traffic lights or stop signs, and having the Vehicle's warning system signals operating (e.g. siren, lights).
- c. When not responding to an emergency call or in the pursuit of an actual or suspected violator of the law, the operator of an emergency Vehicle shall obey the provisions of this section.
- d. Every Person operating a Vehicle on District Property shall, upon the approach of an emergency Vehicle making use of its warning system signals, immediately yield the right-of-way and shall stop, if possible, and pull to the side of the road and remain in such position until the emergency Vehicle has passed, unless otherwise directed by the Village Police or an authorized District Employee.

Section 12 – Enforcement of Traffic Regulations. No Person shall fail to obey a member of the Village Police or other District Employee who is directing traffic or enforcing sections of this Chapter on District Property.

Section 13 – Gas and Smoke. No Person shall drive or otherwise operate a Vehicle on District Property which emits excessive noxious fumes or smoke.

Section 14 – Hitchhiking. No Person shall solicit a ride nor stand in or near a roadway on District Property for the purpose of soliciting a ride from the operator of any Vehicle.

Section 15 – Incorporation of State Statutes and Village Code. In addition to the provisions of this Chapter, and to the extent not inconsistent therewith, no Person shall drive or otherwise operate a Vehicle or perform any act in any manner on District Property in violation of Chapters 6, 11 and 12 of the Illinois Vehicle Code (625 ILCS 5/6-100 et seq., 11-100 et seq. and 12-100 et seq.) or in violation of any provision of Title 5 of the Village Code, which provisions are specifically incorporated into this Ordinance by this reference.

Chapter VI – Regulation of Personal Conduct and Behavior

Section 1 – Commercial Sale, Exhibition or Distribution of Goods and Services

- a. No peddler, vendor or any other Person involved in an endeavor for profit shall engage in the commercial sale, rental, exhibition, or distribution of goods or services, including without limitation the giving of instruction or lessons for a fee, upon District Property unless he has received a Permit, license or contract therefor from the District or is otherwise authorized by the District.
- b. No Person engaged in the sale or distribution of goods or services under this section shall obstruct or impede pedestrians or Vehicles, harass park visitors with physical contact or persistent demands, misrepresent the affiliations of those engaged in such activities, misrepresent whether the goods or services are available without cost or donation, or interfere, interrupt, or engage in conduct incompatible with the purpose of any program, activity, function, and/or special event conducted, sponsored, licensed or otherwise permitted by the District.

Section 2 – Charitable, Religious, Political, or Non-Profit Activities

- a. For purposes of this section, charitable, religious, political, or nonprofit activities shall include, without limitation, soliciting of contributions, the sale or distribution of merchandise, soliciting votes or circulating petitions for or against any candidate for election to public office or with respect to any referendum or other public question.
- b. Soliciting contributions for charitable, religious, political, or nonprofit organizations is permitted on District Property provided that a Permit therefor has first been obtained from the District in accordance with Chapter VII of this Ordinance.
- c. The sale or distribution of merchandise by charitable, religious, political, or nonprofit organizations is permitted in on District Property provided that a Permit has therefor first been obtained from the District in accordance with Chapter VII of this Ordinance.
- d. Soliciting votes and circulating petitions, flyers or banners for or against any candidate for election to public office or with respect to any referendum or other public question is permitted on District Property in areas open to the general public without a Permit, subject to the limitations set forth in paragraphs (e) and (f) of this section 2.
- e. No Person shall engage in any activity described in subsections (a) through (d) of this Section 2 in any room of a District building, or on District athletic fields or other facilities in or on which any program, activity, class, function or special event is conducted, sponsored, licensed or otherwise

permitted by the District is in progress, or in any area on District Property not open to the general public. See also Chapter VI, Section 3 for conducting such activities at Fairs and Special Events.

- f. No Person engaged in any activity described in subsections (a) through (d) of this Section 2 shall obstruct or impede District employees, pedestrians or Vehicles, harass District Employees or park visitors with physical contact or persistent demands, misrepresent the affiliations of those engaged in such activities, misrepresent what solicited funds will be used for or whether merchandise offered for sale or distribution is available without cost or donation, or interfere, interrupt, or engage in conduct incompatible with the purpose of, any program, activity, function, and/or special event conducted, sponsored, licensed or otherwise permitted by the District.

Section 3 – Fairs and Special Events: Sale and Distribution of Merchandise; Soliciting Contributions. No Person shall sell and/or distribute merchandise or printed or written materials or solicit contributions, votes or signatures during fairs or special events conducted or sponsored by the District except at a fixed location designated by the District and unless a Permit therefor has first been obtained from the District. The District shall allocate space at the fixed location to applicants as determined by the District in its sole discretion.

Section 4 – Parades, Public Assemblies or Meetings

- a. Public parades, rallies, processions, theatrical, dramatic, music presentations or entertainment of any description, athletic events, meetings, assemblies, exhibitions, gatherings, and demonstrations, are permitted on District Property provided that, where the number of participants is reasonably expected to exceed fifteen or more Persons and/or Vehicles, a Permit therefor must first be obtained from the District in accordance with Chapter VII of this Ordinance.
 - 1. This section shall not apply to students going to and from school classes or participating in educational activities under the immediate direction and supervision of school authorities or their agents, a governmental agency acting within the scope of its functions, or normal or scheduled District programs or activities.
- b. No Person shall play any amplified instrument or set-up or use any communication system on District Property without first obtaining a Permit from the District in accordance with Chapter VII of this Ordinance other as otherwise agreed to by the District.
- c. Any Person issued a Permit by the District shall produce the Permit and exhibit it upon request of any District Employee or officer.
- d. No Person other than a District Employee or officer shall disturb or interfere with any Person occupying District Property under the authority of a Permit.

Commented [NK11]: What is the current policy; this is suggested language.

Section 5 – Posting Printed or Written Material in Designated Area

- a. The District shall designate any areas for the posting of printed or written public information material (hereafter, "Community Bulletin Board") and, as set forth in Chapter VI, Section 6 below, no materials may be posted on any other property or area owned or controlled by the District.

- b. No Person shall post, place, display, or cause to be posted, placed, or displayed any printed or written material on the Community Bulletin Board without presenting the material to the District. The District shall post the material, space permitting, on the Community Bulletin Board unless the said material is obscene as defined in 720 ILCS 5/11-20. The material may remain posted for a period not to exceed one (1) week after which a Person may resubmit his public information notice for posting, space permitting.
- c. Space on the Community Bulletin Board shall be allocated on a first-come, first-served basis, except that the District's own printed or written public information may be given priority. The printed or written material shall be no larger than 11 inches x 17 inches and only one copy of each public information notice shall be posted.
- d. The District may remove printed or written material that has not been posted in accordance with this Section. The Person responsible for said posting shall be liable for the cost incurred in the removal thereof. The provisions of the Illinois Parental Responsibility Law (740 ILCS 115/1 et seq.) are specifically incorporated in this Ordinance by reference for purposes of this section.

Section 6 – Posting Printed or Written Material on Public Places and Objects

- a. No Person shall paint, write on, or in any way mark or deface, or post or otherwise affix, any printed or written words, symbols, materials, or other marks to or upon District Property or anything or object located on District Property unless a Permit has been obtained from the District or is otherwise agreed to by the District by contract or authorized by the District.
- b. The District may remove any printed or written word, symbol, material, or other mark found posted or otherwise affixed upon any District Property or anything or object located on District Property contrary to the provisions of this section. The Person responsible for any such defacing, writing, or posting shall be liable for the cost incurred in the removal thereof. The provisions of the Illinois Parental Responsibility Law (740 ILCS 115/1 et seq.) are specifically incorporated in this Ordinance by reference for purposes of this section.

Section 7 – Selling or Distributing Printed or Written Material

- a. Advertising for commercial purposes is prohibited on District Property without permission. The distribution of printed or written material available without cost or donation is permitted on District Property in areas generally available to the public.
- b. The sale or distribution for donation of printed or written material is permitted on District Property provided that a Permit therefor has first been obtained from the District in accordance with Chapter VII of this Ordinance.
- c. Any Person engaged in the sale or distribution of printed or written materials under this section shall not obstruct or impede pedestrians or Vehicles, harass park visitors with physical contact or persistent demands, misrepresent the affiliations of those engaged in such activities, misrepresent whether the materials are available without cost or donation, or interfere, interrupt, or engage in conduct incompatible with the purpose of, any program, activity, function, and/or special event conducted or sponsored by the District.

Section 8 – Interference with Other Users

No Person shall on District Property:

- a. Walk, act, or conduct himself upon any portion of District Property designated for a particular game, sport, event, amusement or other use in such a way as to interfere with the use of such portion by other Persons who are properly using the same for the particular game, sport, event, amusement or other use for which it has been designated.
- b. Unreasonably disturb or interfere with any Person occupying an area or participating in any activity on District Property under the authority of a Permit.
- c. Engage in any activity on District Property in a manner calculated or which is reasonably likely to endanger, injure, or damage Persons or property in any way.

This section shall not apply to the extent a District Employee is acting within his scope of duties as authorized by the District.

Section 9 – Unlawful Construction or Maintenance. No Person shall erect, construct, install or perform any maintenance on, below, over or across District Property, except by written authorization of the District and then only in accordance with terms and conditions of such authorization, specifying in detail the work to be done and the conditions to be fulfilled.

Section 10 – Alcoholic Liquor

- a. No Person under the influence of Alcoholic Liquor, any other drug or drugs, intoxicating compound, or a combination thereof, as defined in Section 11 – 501 of the Illinois Vehicle Code (625 ILCS 5/11-501), shall enter into, be, or remain on District Property. For purposes of this Section 9.a, “under the influence” means affected by Alcoholic Liquor, in any determinable manner. A determination of being “under the influence” can be established by a professional opinion, a scientifically valid test, a lay person’s opinion, or the statement of a witness.
- b. No Person, other than the District or its agent, shall sell or deliver any Alcoholic Liquor on District Property, unless said Person has first obtained a Permit, license, or contract therefor from the District.
- c. No Person shall distribute, provide, or allow any person under 21 years old to possess or consume Alcoholic Liquor on District Property. No person under 21 years old shall possess or consume Alcoholic Liquor on District Property.
- d. No Person shall bring into, possess, consume, take, use or transfer any Alcoholic Liquor on District Property without having first obtained a Permit therefore from the District unless he is in or on District Property where the possession, consumption, use, or transfer of Alcoholic Liquor is permitted, or unless the Alcoholic Liquor is legally possessed in an unopened container stored in the trunk of a motor Vehicle.

- e. Every Person possessing, using, consuming, or transferring Alcoholic Liquor pursuant to this section shall be subject to and shall comply with the Liquor Control Act of 1935 and all other state, local, and District laws, ordinances, rules, and regulations regarding the possession, use consumption, or transfer of Alcoholic Liquor.

Section 11 – Controlled Substances and Cannabis

Commented [NK12]: Revised to address use of Medical Cannabis.

- a. Except as provided in Chapter VI, Section 11.b, no Person under the influence of Cannabis, a Controlled Substance(s), or any combination thereof, shall enter into, be, or remain on District Property.
- b. No Person shall bring into or possess Cannabis upon District Property except as permitted for a registered qualifying patient pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.) or except in connection with a valid prescription. No Person shall be under the influence of Cannabis while on District Property except as permitted for a registered qualifying patient pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act or except in connection with a valid prescription.
- c. No Person shall sell, deliver, or transfer Cannabis or any Controlled Substance to another Person or use Cannabis or any Controlled Substance upon District Property.
- d. No person shall possess, produce, plant, cultivate, tend or harvest the Cannabis plant on or in connection with any District Property.
- e. No Person shall unlawfully possess Drug Paraphernalia on District Property. For purposes of this section a Person unlawfully possess Drug Paraphernalia by knowingly possessing Drug Paraphernalia unless permitted or authorized to do so pursuant to the Drug Paraphernalia Control Act (720 ILCS 600/1 et seq.), the Cannabis Regulation and Tax Act (410 ILCS 705/1 et seq.), or the Compassionate Use of Medical Cannabis Program (410 ILCS 130/1 et seq.), as amended, respectively.
- f. If any portion of this section conflicts with the District’s Personnel Policies, then the Personnel Policies shall govern as applicable to Employees.

Section 12 – Firearms and Weapons:

Commented [NK13]: As originally drafted, this section only applied to employees. Replaced entire section with language that applies to general public.

- a. No Person shall use, fire, set-off or otherwise cause to explode, discharge or burn, or throw onto or while on District Property any weapon or Firearm, as defined in Chapter VI, Section 12.c, any weapon capable of discharging a projectile by air, gas or explosive, any explosive substance, rocket, firecracker or other firework, missile, bomb, grenade, or other explosive device, liquid or gaseous substance, or any other weapon or Firearm described in 720 ILCS 5/24-1 et seq. No Person shall use a bow and arrow on or in any District Property.
- b. No Person shall bring onto, carry or have in his possession any weapon or Firearm, any gas or explosive, any explosive substance, rocket, firecracker or other firework, missile, bomb, grenade, or other explosive device, liquid or gaseous substance, any object whose intended use is as a

weapon, or any other weapon or Firearm described in 720 ILCS 5/24-1 et seq. on District Property, except as otherwise preempted by the Firearm Owners Identification Card Act (430 ILCS 65/13.1) or the Firearm Concealed Carry Act (430 ILCS 66/1 et seq.) as set forth in Chapter VI, Section 12.c of this Ordinance.

- c. For the purposes of this Section 12.c the following terms shall apply in accordance with the Firearm Owners Identification Card Act (430 ILCS 65/13.1) and the Firearm Concealed Carry Act (430 ILCS 66/1 et seq.):

"Concealed Firearms" shall mean loaded or unloaded Handgun[s] carried on or about a Person completely or mostly concealed from view of the public or on or about a Person within a vehicle.

"Firearm" means any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas; excluding however:

1. Any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels a single globular projectile not exceeding .18 inch in diameter or which has a maximum muzzle velocity of less than 700 feet per second;
2. Any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels breakable paint balls containing washable marking colors;
3. Any device used exclusively for signaling or safety and required or recommended by the United States Coast Guard or the Interstate Commerce Commission;
4. Any device used exclusively for the firing of stud cartridges, explosive rivets or similar industrial ammunition; and
5. An antique firearm (other than a machine-gun) which, although designed as a weapon, the Department of State Police finds by reason of the date of its manufacture, value, design, and other characteristics is primarily a collector's item and is not likely to be used as a weapon.

"Handgun" shall mean any device which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas, or escape of gas that is designed to be held and fired by the use of a single hand. A "Handgun" does not include a stun gun or taser, a machine gun, a short barreled rifle, or shotgun as these weapons are defined in the Illinois Criminal Code. A Handgun also does not include any pneumatic gun, spring gun, paint ball gun or B-B gun which expels a single projectile not exceeding .18 inch in diameter, or which has a maximum muzzle velocity of less than 700 feet per second, or which expels breakable paint balls containing washable marking colors. A Handgun is one type of Firearm.

"Licensee" shall mean a Person who has a license from the Illinois Department of State Police to carry a Concealed Firearm.

- d. Except as provided herein, no Person may knowingly carry any Firearm in the following locations:

1. **Park District Building:** All Firearms are prohibited in any building or portion of a building under the control of the District.
2. **Pre-School/Child Care Facility:** All Firearms are prohibited in or on any District Property under the control of a pre-school or childcare facility, including any room or portion of a building under the control of a pre-school or childcare facility.
3. **Gathering Requiring Permit:** Except as provided herein, all Firearms are prohibited at any public gathering or special event conducted on District Property that is open to the public but requires the issuance of a Permit from the District or other body. A Licensee is exempted from this Section 12.d.3 if the Licensee is carrying a Firearm through a public gathering for the sole purpose of accessing his or her residence, place of business, or vehicle, and there is no other way for Licensee to access his or her residence, place of business, or vehicle except through said gathering or special event.
4. **Playgrounds:** All Firearms are prohibited on all District playgrounds.
5. **Public Parks, Athletic Fields/Facilities:** All Firearms are prohibited in any public park, athletic field, real property or athletic facility owned or under the control of the District.
 - a. **Trail/Bikeway:** A Licensee is exempted from this Section 12.d.5 if the Person is carrying a Concealed Firearm while on a District trail or bikeway except in only those portions of the trail or bikeway that includes a public park.
6. **School property:** Firearms are prohibited in District-sponsored programs or activities occurring at a building, real property, and parking areas owned or under the control of a public or private elementary or secondary school, community college or university.
7. **Transportation:** Firearms are prohibited on any bus, train, or other form of transportation paid for in whole or in part with District funds, and any building, real property, and parking area under the control of a public transportation facility paid for in whole or in part with public funds.
8. **Event that Involves Sale of Liquor:** Firearms are prohibited in or on any District Property that has been issued a "Special Event Retailer's license" as defined in Section 1-3.17.1 of the Liquor Control Act, during the time designated for the sale of alcohol by the Special Event Retailer's license, or a "Special use permit license" as defined in subsection (q) of Section 5-1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special use permit license.
9. **Parking Lots:** Except as provided herein, a Person is prohibited from carrying a Firearm in any District parking lot. A Licensee may carry a Concealed Firearm on or about his or her person within a Vehicle into a parking area on District Property and may store a Concealed Firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area. A Licensee may carry a Concealed Firearm in the immediate area surrounding his or her vehicle within a prohibited parking lot area on District Property only for the limited purpose of storing or retrieving a

Concealed Firearm within the vehicle's trunk. The term "case" as used above includes a glove compartment or console that completely encloses the Concealed Firearm or ammunition, the trunk of the vehicle, or a Firearm carrying box, shipping box or other container.

A Licensee is also permitted to carry a Concealed Firearm upon his or her person while he or she is traveling along a public right of way that touches or crosses any District owned or controlled premises if the Concealed Firearm is carried on his or her person in accordance with the provisions of the Firearm Concealed Carry Act.

Section 13 – Fortune Telling and Gambling. No Person shall play or engage in selling fortunes or futures, games of chance, or in any other device or game of chance, hazard or skill, either as bookmaker, dealer, player or otherwise, for the purpose of gaming or gambling for money or other valuable things on District Property, except at a fair, carnival, or other organized event conducted, sponsored or authorized by the District.

Section 14 – Restrooms, Washrooms and Locker Rooms

- a. No Person shall deposit objects of any kind, other than human waste and toilet tissue, in the toilets or plumbing fixtures of a rest room, washroom or locker room facility on District Property.
- b. No Person of the age of five (5) years or more may enter or use rest rooms, washrooms or locker rooms on District Property designated for the opposite gender unless to assist a child or other Person requiring assistance.
- c. No Person shall bring or use any Visual Recording Device into any restroom, washroom or locker room facility anywhere on District Property.

Section 15 – Disorderly Conduct. No Person shall engage in disorderly conduct on Park District property.

No Person shall knowingly:

- a. Act in such manner as to provoke, make or aid in making a breach of peace.
- b. Make or cause to be made any excessively loud or unreasonable noise which disturbs the peace in accordance with Village Code. This section shall not apply to the playing of any musical instrument, public speaking, or the amplification thereof, in conjunction with activities conducted, sponsored or authorized by the District. A Permit to exceed the noise limitations will be granted for activities consistent with, or attendant to, appropriate and customary park and recreational activities that are reasonable for the location and time of day or night.
- c. Make any offensive act, utterance, gesture or display which, under the circumstances, is likely to incite imminent lawless action or creates a clear and present danger of a breach of peace or imminent threat of violence.
- d. Refuse or fail to cease and desist any conduct or activity likely to produce a breach of peace where there is imminent threat of violence, and where the Village Police have made all reasonable

efforts to protect the otherwise peaceful conduct and activity and have requested that said conduct and activity be stopped.

- e. Fail to obey a lawful order of dispersal by a person known by him to be a peace officer.

Section 16 – Mob Action

- a. No Person shall collect with other Persons, in bodies or in crowds of two (2) or more Persons without authority of law, for unlawful purposes or any purpose of disturbance or obstruction of the lawful activities of other Persons or otherwise disturb, obstruct, or interfere unreasonably with the lawful activities of other Persons using District Property in a manner which creates immediate violence or breach of the peace or threat thereof or endangers the Person or property of others.
- b. No Person shall knowingly commit an act or engage in conduct that urges or incites other Persons to riot, engage in immediate violence or lawlessness, or commit any unlawful act.
- c. No Person shall organize, promote, encourage, or otherwise participate in a riot or other breach of the peace involving crowds of two (2) or more Persons gathered, without authority of law.
- d. No Person shall congregate with other Persons on District Property with the intent to restrict vehicular or pedestrian traffic or with the intent to restrict the free ingress to or egress from the District Property except for District Employees in the proper pursuit of their duties or otherwise required by law.

Section 17 – Assault, Battery, Fighting

- a. No Person shall, without lawful authority, engage in conduct on District Property that places another Person in reasonable apprehension of receiving bodily harm or physical contact of an insulting or provoking nature.
- b. No Person shall intentionally or knowingly by any means cause bodily harm or make physical contact of an insulting or provoking nature with another Person on District Property.
- c. No Person shall provoke or engage in any fight, brawl or riotous conduct so as to endanger the life, limb, health or property of another while on District Property.
- d. No Person shall assemble or congregate with another or others for the purpose of causing, provoking or engaging in any fight or brawl on District Property.
- e. No Person shall knowingly and intentionally jostle or roughly crowd or otherwise push or shove any person on District Property.

Section 18 – Begging, Panhandling

- a. No Person shall beg or panhandle in District parks, playgrounds, buildings, facilities, or the entrances or stairways of such buildings or facilities.

- b. No Person begging or panhandling on the District Property shall obstruct or impede pedestrians or Vehicles; harass park visitors with physical contact or persistent demands; misrepresent his affiliations; misrepresent what the solicited funds will be used for; or interfere, interrupt, or engage in conduct incompatible with the purpose of any program, activity, function, and/or special event conducted, sponsored licensed or otherwise permitted by the District; or coerce or intimidate another Person into giving money, goods or services.

Section 19 – Loitering. No Person shall loiter or remain in on District Property either alone or in consort with other Persons in such a manner that: (1) unreasonably obstructs the usual use of entrances, hallways, corridors, stairways, or rooms designated for specific purposes; (2) impedes or disrupts the performance of official duties by District Employees; (3) prevents the general public from obtaining the administrative or recreational services provided on District Property in a timely manner; or, (4) intentionally restricts vehicular or pedestrian traffic or intentionally restricts free ingress to and egress from District Property after being requested to leave, move or disperse by any District Employee or any member of the Village Police, or where the District has posted a sign or signs that prohibit loitering.

Section 20 – Public Indecency. No Person shall engage in conduct that is publicly indecent. Persons shall be deemed to have committed an act of public indecency when they perform any of the following acts:

- a. A sex act, an act of sexual penetration or sexual conduct as defined in 720 ILCS 5/11-0.1.
- b. A lewd exposure of the body done with intent to arouse or to satisfy the sexual desire of the Person or any other Person.
- c. A lewd fondling or caress of the body of another Person of either sex.

Section 21 – Obscene or Indecent Books and Pamphlets. No Person shall exhibit, sell, or offer to sell or give away, display or hold or place in such a manner as to be open to public view any obscene book, pamphlet, paper, drawing, movie film, video tape, picture, photograph, model, cast, instrument or any other obscene article on District Property. For purposes of this subsection, obscene shall have the meaning ascribed to it in 720 ILCS 5/11-20.

Section 22 – Control and Treatment of Animals. Nothing in this section shall be construed to prohibit the controlled use of certain animals approved by the District r for purpose of public safety, such as but not limited to, the protection of District Property or the protection of employees in the performance of their duties or search and rescue.

- a. No Person shall bring or release onto District Property any Wildlife. Provided, however, that the District may bring or release, or permit another Person to bring or release such Wildlife onto District Property in conjunction with an activity (e.g., falconry) or event conducted or sponsored or permitted by the District or in conjunction with a zoo, museum, nature center, or similar facility controlled, permitted or licensed maintained by the District.
- b. No Person shall bring a domesticated dog, cat, or other domesticated animal onto or permit any such animal to remain on any portion of District Property where the presence of animals is prohibited, except (i) in conjunction with an activity or event conducted or sponsored by the District; and (ii) dogs or other domesticated animals specially trained to assist the visually

impaired or other Persons with disabilities, when they are accompanying the Persons with disabilities for purposes of providing such assistance.

- c. Except as otherwise specified hereunder, no owner or agent of the owner having control of any domesticated dog, cat, or any other domesticated animal shall cause or permit such animal to be on District Property unless the following conditions are met:
1. Such animal must be on a leash that is less than eight (8) feet long.
 2. Such animal must be under the control of its owner or the owner's agent at all times.
 3. Any dog, cat, or ferret on District Property must have a license tag issued by the Village or another municipality.
 4. Owners of such animals must have in his or her immediate possession a device for removal, and a depository for the transportation of, animal excrement from District Property.
 5. Any dog that displays aggressive behavior toward or causes injury another dog, Wildlife, or any Person, shall be removed from District Property. The Park District may prohibit individual dogs from being present on District Property if the dog causes or has caused serious injury to another dog, Wildlife, or any person or if the dog.

Commented [NK14]: Per Village Code.

In addition to the removal and prohibition penalties stated above, violation of this policy may result in a fine of \$50 for the first occurrence, \$100 for the second occurrence and \$500 for every occurrence thereafter.

- d. No Person shall abandon any animal on District Property, which includes, without limitation, the releasing of any animal, or failure to take possession, control, or responsibility for any animal where it may become a public charge or may suffer injury, hunger or exposure.
- e. No Person shall torture, whip, beat, torment, cruelly treat, overload, overwork or otherwise abuse or neglect any animal.
- f. No Person shall bring in, drive, ride or lead in any animal, except horses and other draft animals may be ridden or led or driven ahead of Vehicles attached thereto on such portions of District Property as may be designated by the District and then only in accordance with this Ordinance, any other rules and regulations established by the District and the Village Code.
- g. No Person shall permit to remain any offal or manure produced or deposited by any animal.
- h. Any animal found on District Property in violation of paragraphs a, b or d of this section may be apprehended, removed to an animal shelter, public pound, or other place provided for that purpose, and disposed of pursuant to the laws or ordinances of Cook County. The owner or Person responsible for such animal shall be responsible for all costs and expenses incurred or encumbered in the removal and housing of such animal and such charge shall be in addition to

Commented [NK15]: Consistent with Village Code.

Commented [NK16]: Consistent with Village Code.

Commented [NK17]: Necessary?

and not in lieu of any other penalties provided for in this Ordinance and any other applicable federal, state, local or District laws, ordinances, rules or regulations.

- i. Service animals for the visually impaired and other domesticated animals specially trained to assist Persons with disabilities are excluded from the prohibitions of this section when they are accompanying Persons with disabilities for purposes of providing such assistance.

Section 23 – Commercial Photography. No Person shall take or cause to be taken any still or motion pictures or video recordings, for commercial purposes or for use in commercial advertising, without prior written permission of the District, and then only in accordance with the District’s term and conditions.

Section 24 – Use of Visual Recording Devices. No Person shall use any Visual Recording Device, to record, produce, duplicate, reproduce, store, copy, transmit or display any visual image of another Person without that Person’s consent, or in the case of a minor, without that the consent of such minor’s parent or legal guardian, unless the Person using the Visual Recording Device is the parent of such minor. Any other Person wishing to use any Visual Recording Device as provided herein, shall obtain a written waiver from any participant in a program or activity of the District (or as the parent or guardian of a minor participant) whose visual image is to be used, which waiver shall grant specific permission to use such participant’s visual image in videotapes, photographs, electronic or digital media, including Internet websites or similar media.

Section 25 – Pyrotechnics. No Person shall offer for sale, expose for sale, sell, possess, use, or explode any firecracker, torpedoes, skyrockets, roman candles, bombs, sparklers, rocket, squib or other fireworks of like construction, or anything containing any explosive or inflammable compound or any tablets or other device commonly used and sold as fireworks, on District Property without first obtaining a Permit from the District, or unless authorized to do so by contract with the District.

Section 26 – Smoke Free Environment. Except as otherwise provided herein, Smoking or any use of tobacco product is prohibited in all District parks, buildings, facilities and vehicles, in accordance with the Smoke Free Illinois Act, 410 ILCS 82/1 et seq. Smoking is also prohibited: (a) fifteen (15) feet from any District building entrance, exit, window that opens, or ventilation intake that serves an enclosed area where smoking is prohibited. Smoking or any use of a tobacco product shall only be allowed on District Property designated as a Smoking area as determined by the Director.

Section 27 – Criminal Trespass to Property

No Person shall:

- a. Enter or remain in any District building or portion of District property where persons are prohibited by the District from entering by sign or other notice;
- b. Enter or remain in any District Property when it is closed to the public;
- c. Climb, walk or sit upon any sign, wall or fence on District Property or under the control of the District;

- d. Go upon any lawn, grass plot, planted area, tree, shrub, monument, fountain, sculpture or structure where access is prohibited by signs or other notice or where access is restricted by fence or other physical barrier;
- e. Enter any District Property reserved or scheduled for a specific group or activity, unless such Person has paid any applicable admission and/or registration fees or is otherwise invited to attend.

This section shall not apply to any District Employee or any authorized agent of the District when acting within their scope of their duties as authorized by the District.

Section 28 – Misappropriation of Property

Commented [NK18]: Consider adding.

- a. No Person shall knowingly obtain or exercise unauthorized control over the property of another.
- b. No Person shall knowingly obtain by deception control over property of another.
- c. No Person shall knowingly obtain by threat control over property of another.
- d. No Person shall knowingly obtain control over stolen property knowing the property to have been stolen or under such circumstances as would reasonably induce him to believe that the property was stolen, where he:
 - 1. Intends to deprive the owner permanently of the use or benefit of the property.
 - 2. Knowingly uses, conceals, or abandons the property in such a manner as to deprive the owner permanently of such use or benefit.
 - 3. Uses, conceals, or abandons the property knowing such use, concealment, or abandonment is likely to deprive the owner of such use or benefit.

Section 29 – Cooperation with Authorities

- a. No Person shall physically hinder, threaten, resist, intimidate, disobey, bribe, or otherwise intentionally interfere with any member of the Village Police or any District Employee, Board member or agent in the performance of his duties.
- b. No Person shall falsely represent that he is, or otherwise pretend to be, a District officer or Employee, a member of the Village Police, or an agent or other representative of the District.
- c. No Person shall knowingly display a false, expired or revoked permit, pass or membership card, or give a false report or false information (including, without limitation, information requested in a Permit application) for the purpose of misleading a District Employee, Board member or agent, or a member of the Village Police in the conduct of his official duties.

Section 30 – Display of Permit or Pass. Every Person shall produce or display a Permit or pass when requested to do so by any authorized Person for the purpose of enforcing compliance with any federal,

state, local, or District law, ordinance, rule, or regulation, when such Permit or pass is required to engage in an activity on District Property.

Section 31 – Reporting Accidents. A Person involved in an incident on District Property resulting in personal injury or property damage, other than a Vehicle collision, shall report the incident to the Park District within twenty-four (24) hours of the incident. A Vehicle collision shall be reported immediately to the Village Police.

Chapter VII – Permits and Regulations

Section 1 – Authority

In order to carry out the terms of this Ordinance, the Director or his/her designee is hereby given authority to issue the Permits, post notices or take other action as called for herein, subject to the guidelines herein set forth.

- a. The Director shall have the authority to designate areas, or facilities, suitable for various activities or use, to close parks or parts thereof in the interest of public health, safety, or general welfare or in order to protect the natural resources from unreasonable harm; and to promulgate and issue Permits where required by this Ordinance and collect such fees as established by the District in accordance with the following guidelines:
 1. That no Person be discriminated against because of race, sex, creed, color, religion, national origin, age, disability, marital status, sexual orientation, military status, or other protected class.
 2. That the proposed use or activity will not unreasonably interfere with or detract from general public use and enjoyment of District Property.
 3. That the proposed use or activity is not reasonably likely to result in violence or in serious harm to property or Persons.
 4. That the proposed activity or use will not entail extraordinary expense or operational costs by the District or expose it to unusual or extreme liability.
 5. That the area desired has not been reserved for another activity at the same time.
 6. That the proposed activity is not reasonably expected to detract from the preservation of public health or safety.
 7. That the proposed activity: (a) can be accommodated in the particular location applied for considering, without limitation the type of District Property, size and character of the area involved and the facilities available; (b) it is not expected to cause irreparable harm or damage to the natural environment of the District Property; (c) does not unreasonably interfere with District functions, buildings, facilities, operations, programs or activities; and (d) does not unreasonably interfere with the use or purpose of the District Property applied for.

8. That the proposed activity does not violate any federal, state, local, or District law, rule, ordinance, or regulation.
- b. The Director may impose reasonable restrictions on the granting of a Permit including, but not limited to, any of the following:
1. Restricting the open dates for reserved area use, the length of time an area will be held for reserved use, the use of ground fires, sound and energy amplification devices, Amusement Contraptions, off-the-road vehicles access, the number of Persons present, location and type of any tents, bandstands, stages or temporary structures, the use of domestic, pet or trained animals, the use of shelters or structures, the collecting for any purpose of any water, soils, minerals, flora and fauna, the type and location of sports and games or any other activity which appears likely to create a risk of unreasonable harm to the use and enjoyment of the District Property by others or of damage to District property.
 2. Requiring, when the activity is deemed by the Director to require such: (a) general liability insurance and proof of the same; (b) a certificate of insurance naming the District as an additional insured and, at the Director's discretion, a copy of the applicant's policies and required endorsements and proof that, in the event of a cancellation or expiration of said policies, notice will be provided to the District no more than 30 days following the same; (c) a hold harmless agreement; (d) a written agreement executed and binding upon the applicant to fully restore any District Property soiled or damaged by the activity; (e) any reasonable restriction necessary for the efficient and orderly contemporaneous administration of the activity, other activities with a Permit, and regular District uses, functions, programs, and activities; and (f) a requirement that the Persons involved in the activity obey or comply with all federal, state, local, and District laws, rules, and regulations.
 3. Requiring the name, address, telephone number and driver's license number of a legal adult responsible for the use or activity requested, as well as the name, address and telephone number of the group represented by the applicant.
 4. Requiring that the applicant furnish additional approved security forces at the applicant's expense, such forces are to act in accordance with requirements determined by the District.
- c. All Permits required by this Ordinance and issued by the Director shall be issued at the District's administration offices on a first-come, first-served basis beginning the first working day of each calendar year for open dates or for such total number allowed during that calendar year. All applications for Permits shall be submitted at least two weeks in advance of the earliest requested date, provided that the Director may waive the two-week period in the interest of public health or safety or for such events that are of a significant civic nature or activities protected by the United States Constitution.
- d. Any Person holding a valid Permit issued by the District for use of District Property shall take precedence for use of that District Property over any Person other than the District unless the

District otherwise determines a change is necessary as set forth in Chapter VII, Section 1, Paragraphs e or m.

- e. The District may make necessary changes or place necessary additional restrictions on any Permit after it has been issued.
- f. The Director is authorized to seek reasonable information regarding any proposed use, activity or privilege and require a record of such information on a Permit application.
- g. No Person shall misrepresent, falsify or withhold such required information.
- h. The Director shall, in the event a request for a Permit is denied, provide requesting party(s) the reasons, in writing, for the denial. If an application is denied on the basis of a scheduling conflict or inappropriateness of the location, duration, or time of the activity, the District will make a reasonable effort to arrange an alternative that is acceptable to all parties. Any aggrieved person denied a Permit shall have the right to petition the Board in writing, within ten (10) days after the decision is rendered, regarding the denial or restriction of use or activity and shall be properly heard by the Board as the President shall direct. If the Board rejects the appeal after full review, or if time for full review is not available, the applicant may appeal the decision to the appropriate court. All other decisions on the issuance of Permits by the District are final.
- i. No Person granted a Permit shall violate the requirements, terms, conditions, restrictions or rules duly set forth under the authority of this Ordinance as part of any granted Permit or registration; violation of the terms and conditions associated with the Permit may result in the suspension or revocation of the Permit
- j. The Board may set forth in other ordinances, the requirements of a Permit(s) or the payment of a registration fee(s) as it deems proper and may change them from time to time.
- k. No Person shall obtain or use any Permit without first having paid the fee established for such Permit.
- l. A restoration deposit may be required for any Permit. The District shall refund the deposit if the Person responsible for the activity cleans any refuse caused or left by the activity or the activity's participants and restores District Property to the condition it was in prior to the activity to the District's satisfaction or complies with any other requirements established by the District for refund of said deposit. If the District is required to cleanup or restore District Property after the activity, the Person responsible for the activity shall reimburse the District for all costs and expenses associated with the cleanup and restoration. The cost of the cleanup and restoration shall be taken from the restoration deposit. If there are any funds remaining after the cleanup and restoration costs have been subtracted, they shall be returned to the appropriate Person. If the costs and expenses for the cleanup and restoration exceed the amount of the restoration deposit, the Person responsible for the activity shall pay the difference to the District upon demand. In the event said costs are not reimbursed, the District reserves the right to pursue any and all legal options.

If the restoration deposit would create a financial hardship for the applicant which the applicant can so demonstrate, the District may accept a written agreement to clean up and restore District Property after the activity. If the applicant does not satisfactorily perform according to the agreement, the District reserves the right to pursue any and all legal options.

- m. All designated areas, or facilities and all Permit restrictions, rules and regulations or conditions are subject to review at any time by the Board.

Section 2 – Activities Regulated by Permit

- a. Permits may be granted upon proper application and approval where the applicable section of this Ordinance or any other District ordinance, policy, rule, or regulation provides for the issuing of a Permit in order to engage in a particular activity.
- b. Except for any event which is organized or sponsored by the District, no Person shall conduct, operate, present, manage, detract or take part in any way in the following activities unless a Permit is obtained from the Director 72 hours prior to the start of the activity:
 - 1. Any contest, show, exhibit, dramatic performance, play, act, motion picture, acrobatic feat, bazaar, sporting event, ceremony, children’s day camp or any public meeting, assembly or parade including, but not limited to, drills and maneuvers, rallies, picketing, speeches and addresses, marches or political meetings.
 - 2. Any use of any park or facility by a certain Person or group of Persons to the exclusion of others.
 - 3. Camping on District Property or otherwise inhabiting any District Property overnight.
 - 4. Any organized, supervised, non-family activity or picnic to which more than 20 Persons are invited to attend or actually attend.
 - 5. Any other activity that requires a Permit in accordance with this Ordinance.
- c. Permits required under this Ordinance shall be issued only on the basis of reasonable time, place and manner considerations, and subject to the general health, safety and welfare of the District and District Property.
- d. Persons desiring that any of the above activities be conducted in any District park may apply for a Permit under the following categories and subject to payment of fees as set by the District:
 - 1. Picnic: No Permit is required to have a picnic; however, if a Person desires to reserve a designated area or areas to the exclusion of others; is conducting, operating, presenting, managing or taking part in an organized, supervised, non-family picnic and has invited twenty (20) or more people to participate in a picnic; or desires to conduct, in conjunction with the picnic, related controlled activities, such as sound amplification, special vehicle access, animal rides and the like, then a Permit is required.

Commented [NK19]: This is just a suggested amount, can be whatever the District thinks is reasonable.

2. Camping: The required Permit reserves a designated area or areas to the exclusion of others and allows the individuals issued the Permit to remain in the park overnight.
 3. Special Event: A Permit is required for any of the other activities listed in Chapter VII, Section 2, Paragraph b.1 above. The Permit may be valid for 1 to 7 consecutive days. The Permit may provide for use of an area or areas to the exclusion of others and for other activities requiring a Permit pursuant to this Ordinance.
 4. Other Activities: Any other activity that requires a Permit in accordance with this Ordinance.
- e. Persons desiring to engage in any of the above activities may apply to the Director for a written Permit under policies established by the Board and subject to fees and terms and conditions set by the Board.
- f. Permits in General – Permits are not transferable and fees paid are not refundable except upon prior written approval by the District and proof sufficient to the District that assignee meets all requirements applicable to the original applicant for the stated event and there is not material change in said event. Permits must be applied for at least two weeks in advance of event. Minor changes in the Permit may be made upon written permission of the Director for no additional fee providing that the specific park or area designates is not changed, the date or dates involved are not changed, the number of individuals attending the proposed activity has not increased, and the request for change is made at least 72 hours prior to the event. Permits may also be required for other activities required by this Ordinance or as determined by the Director.
- g. The District reserves the right to establish fees for the use of facilities.

Chapter VIII – Enforcement

Section 1 – Village Police. The Village Police shall have the power and authority to arrest or eject from District Property any Person found in the act of violating any applicable provision of this Ordinance, or any federal, state, local, or District law, rule or regulation on District Property. Nothing herein shall be construed to prevent other law enforcement officers from carrying out their duties in accordance with applicable law within the District and on District Property.

Section 2 – Enforcement by District Employees

- a. Authorized District Employees responsible for a park site, facility or activity have the authority to enforce this Ordinance, and all federal, state or local and District laws, rules and regulations on District Property.
- b. Authorized District Employees responsible for a park site, facility or activity, shall have the authority, without the use of force, to immediately eject from District Property or specific activities on District Property, or to cause any Person who violates this Ordinance, or any applicable federal, state, local, or District law, rule or regulation on District Property to be arrested or issued a citation.

Section 3 – Rules and Regulations

- a. No Person shall violate or disobey any provision of this Ordinance or any other District ordinance, policy, rule or regulation regulating conduct or activities on District Property even though the same may not have been posted. No Person shall violate or disobey the directions or instructions contained in any notice or sign posted by the District relating to the use of District Property, or the directions or instructions of any District Employee or member of the Village Police seeking to enforce compliance with state, local or District laws, rules, or regulations or any Employee or officer of the District seeking to enforce District laws, rules or regulations.
- b. The District may from time to time, promulgate reasonable rules and regulations governing the use of District Property. Such rules and regulations shall become binding and effective upon their being approved by the Board and posted at the entrance to the facility or areas governed by them and shall be enforced with the same force and effect as the other provisions of this Ordinance.

Section 4 – Parties to Ordinance Violation

- a. Every Person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of any act in violation of this Ordinance, or any other applicable federal, state, local or District law, rule or regulation, as a principal, agent, or accessory, shall be guilty of such offense, and every Person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, requires, permits, or directs another to violate any provision of this Ordinance is likewise guilty of such offense.
- b. Any Person who is the owner, registered owner, or Person in control of any animal, Vehicle or other property of any kind brought, placed, parked or allowed to remain on District Property in violation of this Ordinance, or any other applicable federal, state, local or District law, rule or regulation, shall be deemed prima facie responsible for such violation and shall be subject to the penalties provided herein.
- c. It is unlawful for the owner or any other Person employing or otherwise directing the operator of any Vehicle, to request or knowingly permit operation of any such Vehicle on District Property in any manner contrary to this Ordinance, or any applicable federal, state, local or District law, rule or regulation on District Property.
- d. Where applicable, the Park District may pursue all of its rights and remedies available under the Illinois Parental Responsibility Law, 740 ILCS 115/1 *et seq.*

Chapter IX Penalties

Section 1 – Fines. Any Person who violates any applicable provision of this Ordinance, or any applicable federal, state, local, or District law, rule or regulation on District Property, may be forthwith evicted from District Property, may have his admission privileges relating to District Property revoked, or suspended for such period of time as the Director or his designee shall determine, subject to the suspension guidelines set forth in Chapter IX, Section 2, and/or may, upon conviction, be fined in an amount not less than \$75.00 and not more than \$1,000.00 for each offense and/or required to perform community service on District Property under District supervision.

Commented [NK20]: Pursuant to the Park District Code (70 ILCS 1205/8-1(e)), the Park District is authorized to set a penalty fee for violation of this Ordinance not to exceed \$1,000 per offense. The Park District does not have to rely on Village fees, which was originally incorporated in this Ordinance and replaced by this language.

Section 2 – Suspension Guidelines. A Person may be suspended from a particular District park, facility or all District Property for the number of days as determined by the Director. Notice of the Suspension shall be provided to the violator or offender in writing and may be provided by the Director, any District Supervisor, or any of their designees. Any person suspended in such manner, may appeal the suspension to the Board within five (5) days after the person receives the suspension. The decision of the Board shall be final and binding. Any Person entering District Property during a suspension period violates this section. District suspension and notification shall be sufficient notice for any violator or offender to be charged under Illinois State statute with Criminal Trespass to State Supported Property.

Section 3 – Restitution. In addition to any other penalty provided for herein, any Person who violates any applicable provision of this Ordinance, or any applicable federal, state, local, or District law, rule or regulation on District Property shall also be required to make restitution for damages resulting from such violation. The procedure in such action by the District shall be the same as that provided by law for like ordinance violation actions in cities organized under the general laws of this State, and offenders may be imprisoned for non-payment of fines and costs in the same manner as in such cities. All fines when collected shall be paid into the treasury of the District. The provisions of the Illinois Parental Responsibility Law (740 ILCS 115/1, et seq.) are specifically incorporated in this Ordinance by reference for purposes of this section.

Section 4 - Impoundment: Any property, substance or thing brought into, utilized, placed or left on District Property in violation of this Ordinance, or any applicable federal, state, local, or District law, rule or regulation, may be removed, seized and destroyed as provided by law. Property so impounded shall not be returned to the owner(s) thereof until such Person(s) provides the District with acceptable proof or evidence of ownership and until such Person(s) has reimbursed the District in full for all costs and expenses to the District of such impoundment including without limitation any removal and storage charges. Property not claimed by the rightful owner(s) thereof within sixty (60) days after such impoundment may be disposed of according to the applicable laws of the State of Illinois.

Section 5 – Non-Exclusivity of Penalties: The penalties provided for in this Chapter IX are in addition to and not exclusive of any other remedies available to the District as provided by applicable law. The penalties provided for in this Chapter IX, Section 1 may be imposed or assessed in addition to and not necessarily in lieu of the penalties provided for in the above Chapter IX, Section 3, and vice versa.

Chapter X – Repeal

All District ordinances, resolutions, policies, rules and regulations or parts thereof in conflict or inconsistent with any of the provisions of this Ordinance, including but not limited to Ordinance 2012-02, are hereby repealed.

Chapter XI – Severability

Provisions of this Ordinance shall be deemed to be severable. Should any section or part of this Ordinance be declared invalid or unenforceable by a court of competent jurisdiction, the remaining part or parts of

such section and/or the other sections, as the case may be, of this Ordinance shall nevertheless be valid, binding and subsisting.

Chapter XII – Amendments

This Ordinance may be amended from time to time by the Board.

Chapter XIII - Publication and Effective Date

Section 1 – Publication in Book Form

In lieu of other publications, this Ordinance shall be published in book or pamphlet form, and when so published, shall become effective with the same force and effect as if otherwise published. Such book or pamphlet shall be received as conclusive evidence of the passage and legal publication of this Ordinance in all courts and other places without further proof of the passage and publication of this Ordinance.

Section 2 – Effective Date

This Ordinance shall take effect and be in force ten (10) days after the date of its passage, approval, and publication in book or pamphlet form as provided for herein.

PASSED by roll call vote this ____ day of _____, 2021.

ROLL CALL VOTE:

AYE: _____

NAY: _____

ABSENT: _____

APPROVED this ____ day of _____, 2021

President, Board of Park Commissioners of the
Morton Grove Park District

ATTESTED and RECORDED this

____ day of _____, 2021, and published

in pamphlet form this ____ day of _____, 2021

Secretary, Board of Park Commissioners
of the Morton Grove Park District



MORTON GROVE
PARK DISTRICT

Memorandum

To: Board of Park Commissioners
From: Jeffrey Wait, Executive Director
Date: April 21, 2021
Subject: Mission Statement Review

Issue:

Review of the District's mission statement to ensure it is up to date.

Discussion:

At the March 2015 board meeting, the Board of Park Commissioners adopted a mission statement that states the purpose of the park district. The following is the adopted statement:

The Morton Grove Park District is committed to enrich the quality of community life and promote recreational activities through creative programming for people of all ages and abilities, while protecting open space and natural resources for future generations.

In 2021, the staff reviewed this mission statement to determine if it requires updating. Based on those discussions, we are going to present several variations to the original statement to see which one if any best emphasizes the District's mission.

Park Board Action:

Informational only

Board Updates & Information



Morton Grove Park District

UPDATE & INFORMATION

April 21, 2021

RECREATION & PROGRAMMING REPORT – Sue Braubach

General/Special Events

- Conducted second round interviews with three applicants for the open Athletic Supervisor position. Daniel Bregman was hired and will begin with the district on Monday, April 26th.
- Rec staff has been very busy over the last few weeks preparing for the following special events: Sneaky Bunny, Bunny Trail, Eggstravaganza and Doggie Egg Hunt. A survey has been sent out to all participants.
- The Daddy Daughter Dance was held on April 9th.
- Upcoming events list below have all been planned to in accordance with current CDC guidelines.

Event	Date	Time	Place
Friday Night Social	April 16 th	6:30-7:30 pm	PVCC
Color the Parks	April 17 th	10:30-11:30 am	Harrer Park
MLB Pitch Hit & Run	May 2 nd	9:00-11:00 am	Prairie View Park
Annual Dance Recital	May 16 th	12:00 pm & 2:00 pm	PVCC

Fitness

- Club Fitness membership has been growing as more people get vaccinated.
- We added four group exercise classes to the schedule, including a Saturday morning Yoga that members asked for.
- April is National Stress Awareness month so all month we have been sharing info in Club Fitness and on the Facebook page about how to reduce daily stress.
- Fit Desk staff continues to keep a detailed cleaning schedule both during the time that the club is open and when we close during the middle of the day.
- Our new personal trainer, Susan, has about a handful of clients looking to improve their health post-pandemic.
- We are working to schedule a few special outdoor group exercise classes for the spring and summer.

Athletics

- All Adult Softball leagues will be running this summer. Currently we have eight teams for Mondays, eight for Tuesdays and six for Fridays. We will continue to take registration through April 19th.
- All initial field requests from our affiliate MGBSA are scheduled for spring/summer.
- Field rentals are in full swing and on the schedule daily.
- Rented out some Harrer open space to Jerusalem School for soccer.

- Hot Shots and Karate classes all started this week. Just in these two programs, we have a total of 143 registrations for spring session.
- Provided sport court tape to maintenance to create two outdoor pickleball courts at Prairie View Park. These two courts will be located on the north PVCC tennis courts.
- AYSO spring season begins April 17th.
- Parkview and Golf Schools will be using our parks for middle school soccer games this spring.
- Working with MGBSA to offer residents a MLB Pitch Hit & Run event on Sunday, May 2nd.

Aquatics

- Met with the head pool managers. We filled them in on how Oriole pool is going to look this summer, and asked them questions about past pool operations.
- Returning lifeguards were contacted to confirm they are coming back for 2021 season.
- 15 applicants were contacted about interviews for lifeguard positions. Eight new lifeguards were interviewed.
- Received Oriole pool permit from IDPH.
- Three of our pool managers will be attending a Lifeguard Instructor Training Class at the end of the month in Elk Grove.
- Detailed information was prepared for the summer guide as it relates to our aquatics reservation system this summer.

Dance/Cultural Arts

- Concerts are set for the summer. There will be eight outdoor concerts and the first one begins on Tuesday, June 15th. Attendees will be asked to stay socially distant from others and wear masks when moving about the grounds.
- There will be three outdoor movies this summer at Harrer Park. The first one is scheduled for June 18th.
- Preparations for the district's annual dance recital is underway. Recital tickets went on sale on Monday, April 12th. Due to limited capacity each family will receive a max of two tickets for their child's show.

Camps/Pre-School/Kinder Odyssey

- Camp and Preschool registration began on March 15th.
- Camp registration is going very well with a current total of 370. In 2020, we were at 255 at this point and in 2019 we were at 389.
- Junior Camp has reached capacity. Our capacity has been cut in half this year due to COVID-19 restrictions. We are considering opening a shorter camp option at the Prairie View Community Center for children going into Kindergarten through 2nd Grade.
- We are fully staffed for camp. We have a smaller staff this year with our smaller capacity.

- Preschool registration is also going well. We have a total of 51 registrations for preschool.
- Preschool teachers are preparing for the end of this school year. We will have outdoor ceremonies for our preschool graduations at their fieldhouses.

Marketing

- The Summer Activity Guide is mailing to residents the week of April 19. Resident registration for summer activities begins May 3rd for residents and May 10th for non-residents.
- The Digital Summer Activity Guide will be posted on website on April 20th, an E-blast with preview going out on Monday, April 19th.
- The monthly newsletter will be distributed to school districts, 63, 67, 69 on April 22nd. In addition, newsletter will be sent to District 70 to be included in principal weekly enews.
- Summer signage to go up mid-May. Fieldhouse kiosks will be updated end of April.
- Public Input Meeting Arnum Park Renovation - Postcard was mailed to residents in near the area of Arnum Park, Banner was hung at Arnum Park with Community Input meeting info, and social media posts were posted the week leading up to meeting.
- Oriole Pool Signage to go up prior to opening
- E-blasts go out twice a month, one general, one targeted
- Website updated as needed
- Social Media posts schedule on a weekly basis

FINANCE DEPARTMENT REPORT - MARTY O'BRIEN

- The financial audit is progressing. Our external auditors, Lauterbach and Amen, have completed their draft of the district's financials. The Finance Department will review the auditors work and if we agree will schedule the final report to be presented at the June 17th Board meeting.
- The park district submitted to the Illinois Association of Parks (IAPD) its application to renew its Distinguished Agency accreditation. Our intention is to have the executive board of the IAPD review our paperwork and schedule our audit a year prior to the accreditation expiring.
- We are working with WB Olsen, the contractors for Harrer Pool, to obtain the necessary permits such that are necessary to install a second gas meter. The reason for the additional meter is due to the design of the new pool.
- We are working with our attorney on several large property tax appeals. It is important to carefully review property tax appeals since any appraisal adjustment will affect our tax collections for the next three years.

HUMAN RESOURCES & RISK MANAGEMENT REPORT— LAURA KEE

- I attended a hearing with the State of Illinois disputing an unemployment claim. We won the dispute and received a \$4500.00 check.
- An offer was extended and accepted for the Night Maintenance position. Bob Holbrook will be joining the team on April 26th.
- An offer was extended and accepted for the Recreation Supervisor/Athletics position. Daniel Bregman will be joining us on April 26th.

- I attended a training with PDRMA regarding the Benefits Coordinator's role, and new expectations.
- We celebrated two employees 15 years of service with a luncheon in their honor. They are Tim Brunning and Norbert Hessel.
- Guest Services continues with registration and reinstating memberships.
- There were zero workers compensation claims.

PARKS AND MAINTENANCE REPORT – KEITH GORCZYCA

- The Harrer Pool is moving along well. The rafters for the pool building were installed. Inside work with plumbing and electrical work is underway. The pool walls for the deep pool were constructed. The surge pits in the filter building were constructed and the pool plumbing is underway. Excavation of the lap pool is complete and the pool floor is being constructed. The new water main passed all the chlorination testing and is ready when needed. The new water main is also being connected to the museum building.
- Austin Park renovations are nearing completion. The playground mulch was installed. The shelter, bags area, final grading and lawn restoration are complete. The poured in place surfacing was installed. Landscaping still needs completion.
- Arnum Park playground renovation. Staff met with Upland Design to discuss playground concepts and prepare for the upcoming community meeting on April 15th.
- New parks department employee Keith Micki started on April 12th.
- Assisted Cook County with elections at PVCC and all the field houses. Afterwards, all field houses and PVCC were deep cleaned and sanitized after the elections took place.
- Oriole Pool work underway. Installing plumbing fixtures in the locker rooms, shade structures installed on the deck, and pool plumbing underway inside the filter room.
- Repaired cracks and painted repairs to the tennis courts at Oriole Park.
- All baseball fields were prepped and opened for the upcoming season.
- Tree removals were completed at Harrer, Mansfield, National and Pioneer Parks.
- The Thor-Guard system is up and running at all parks.
- Sign repairs and renovations were completed.
- Park mowing underway.
- Recreation Office painted and cleaned for new recreation supervisor.
- Floor repairs completed in second floor woman's rest room at PVCC.
- Completed HVAC maintenance for summer AC start up at all facilities.
- PM for all the vehicles and equipment complete for the upcoming season.
- Routine maintenance items this month included: tree trimming, vehicle and equipment repairs, park sign repairs and painting, facility cleaning, monthly playground and facility inspections, and work orders.