



AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
March 15, 2021 – 6:30 p.m.
Studio C

AGENDA

1. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL
 - a. Approval by a majority of the Commissioners present to allow Commissioner Tom Truedson to attend the meeting by video conference, as he is unable to physically attend because of employment purposes as provided in section I-G-1 of the Board Rules.
2. OPEN FORUM
3. CONSENT AGENDA
 - a. APPROVAL OF MARCH 15, 2021 AGENDA
 - b. APPROVAL OF MINUTES
 - i. February 22, 2021 Rescheduled Regular Board Meeting Minutes
 - c. APPROVAL OF FINANCIAL STATEMENT ENDING FEBRUARY 28, 2021
 - i. Warrant 645
4. COMMUNICATIONS/PROCLAMATIONS
 - a. Board of Commissioners to share communications
5. STAFF RECOGNITION
 - a. None
6. REPORTS:
 - a. Communications IT, and Administration Report
 - b. Finance & Human Resources Report
 - c. Recreation & Facilities Report
 - d. Parks & Planning Report





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7. UNFINISHED BUSINESS

- a. Resolution 21-0315 A Resolution of the Oak Brook Park District Approving and Adopting Amendments to Section 4.9. Investment Policy of the Administrative Policies and Procedures Manual
- b. Turf Grass Mowing Bid
- c. RFP for the License and Use of the Basketball Courts
- d. Direct Energy Business LLC- Demand Response Program Contract Renewal
- e. Revision to Personal Policy 7.6 Merit Pay Increase

8. NEW BUSINESS

- a. Ordinance 21-0419: An Ordinance for Transferring Anticipated Unexpended Funds from Certain Appropriation Items to Other Items of Appropriation
- b. Revision: Administrative Policies and Procedures Manual Section 4.12 Purchasing Policy
- c. Administration Policies and Procedures Manual Revisions
- d. Naming of North Fields

9. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON APRIL 19, 2021, 6:30 p.m.

10. ADJOURNMENT

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.



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REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
March 15, 2021 – 6:30 p.m.
Studio C

AGENDA

1. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL *[Call to Order the Regular Meeting of the Oak Brook Park District Board of Commissioners and ask the Recording Secretary to conduct the Roll Call.]*
 - a. Approval by a majority of the Commissioners present to allow Commissioner Tom Truedson to attend the meeting by video conference, as he is unable to physically attend because of employment purposes as provided in section I-G-1 of the Board Rules.
*[Request a motion and a second to allow Commissioner Tom Truedson to attend the meeting by video conference, as he is unable to physically attend because of employment purposes as provided in section 1-G-1 of the Board Rules. **Roll Call Vote...**]*
2. OPEN FORUM *[Ask whether there are any public comments under the “Open Forum.” If necessary, the President may advise speakers to observe the rules set forth in Section 1.1VII B of the Rules of the Board of Park Commissioners].*
3. CONSENT AGENDA
*[Request a motion (and second) to approve taking a Single Omnibus Vote on the Consent Agenda, as Presented. **Roll Call Vote—VOTE MUST BE UNANIMOUS.***

*Then ask for a motion (and second) to approve the Consent Agenda, as presented. **Roll Call Vote...**]*
 - a. APPROVAL OF MARCH 15, 2021 AGENDA
 - b. APPROVAL OF MINUTES
 - i. February 22, 2021 Rescheduled Regular Board Meeting Minutes
 - c. APPROVAL OF FINANCIAL STATEMENT ENDING FEBRUARY 28, 2021
 - i. Warrant 645
4. COMMUNICATIONS/PROCLAMATIONS *[For Review and Discussion Only.]*
 - a. Board of Commissioners to share communications
5. STAFF RECOGNITION
 - a. None



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BOARD OF COMMISSIONERS
March 15, 2021 – 6:30 p.m.
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6. **REPORTS:** *[For Review and Discussion Only.]*

- a. Communications IT, and Administration Report
- b. Finance & Human Resources Report
- c. Recreation & Facilities Report
- d. Parks & Planning Report

7. **UNFINISHED BUSINESS**

- a. Resolution 21-0315: A Resolution of the Oak Brook Park District Approving and Adopting Amendments to Section 4.9. Investment Policy of the Administrative Policies and Procedures Manual *[Request a motion and a second to approve Resolution 21-0315: A Resolution of the Oak Brook Park District Approving and Adopting Amendments to Section 4.9. Investment Policy of the Administrative Policies and Procedures Manual. **Roll Call Vote...**]*
- b. Turf Grass Mowing Bid *[Request a motion and a second to accept the bid from, and approve the contract with, Integrity Landscaping, Inc. for turf and grass mowing services as outlined in the bid, for a total contract price not-to-exceed \$63,000. **Roll Call Vote...**]*
- c. RFP for the License and Use of the Basketball Courts *[Request a motion and a second to approve the License and Use Agreement between the Oak Brook Park District and Breakaway Basketball, Inc., upon attorney review and approval. **Roll Call Vote...**]*
- d. Direct Energy Business LLC- Demand Response Program Contract Renewal *[Request a motion and a second to approve Direct Energy Business LLC- Demand Response Program Contract Renewal, and approve an agreement between the Oak Brook Park District and the Direct Energy Business LLC to participate in the Demand Response Program. **Roll Call Vote...**]*
- e. Revision to Personal Policy 7.6 Merit Pay Increase *[Request a motion and a second to Approve the Revision of Personal Policy 7.6 Merit Pay Increase. **Roll Call Vote...**]*

8. **NEW BUSINESS**

- a. Ordinance 21-0419: An Ordinance for Transferring Anticipated Unexpended Funds from Certain Appropriation Items to Other Items of Appropriation *[For Review and Discussion Only.]*
- b. Revision: Administrative Policies and Procedures Manual Section 4.12 Purchasing Policy *[For Review and Discussion Only.]*
- c. Administration Policies and Procedures Manual Revisions *[For Review and Discussion Only.]*
- d. Naming of North Fields *[For Review and Discussion Only.]*





AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
March 15, 2021 – 6:30 p.m.
Studio C

AGENDA

9. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON APRIL 19, 2021, 6:30 p.m.
[Announce the next Regular Meeting of the Oak Brook Park District Board of Commissioners will be held on April 19, 2021, 6:30 p.m.]
10. ADJOURNMENT *[Request a motion and a second to adjourn the March 15, 2021 Regular Meeting of the Oak Brook Park District Board of Commissioners. **All in Favor...**]*

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.

We strive to provide the **very best** in **park** and **recreational opportunities, facilities**, and **open lands** for **our community**.

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

www.obparks.org



**NOTICE OF A RESCHEDULED REGULAR MEETING
OF THE
OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS**

NOTICE IS HEREBY GIVEN that the regular meeting of the Oak Brook Park District Board of Commissioners scheduled for Monday, February 15, 2021 has been rescheduled due to severe weather. The meeting will be held on Monday, February 22, 2021, 6:30 p.m. at the Oak Brook Park District Family Recreation Center, Studio C Room, 1450 Forest Gate Road, Oak Brook, Illinois for the purpose of considering the following agenda:

Before the start of the meeting, President Knitter read the following statement: "Due to the severe weather forecasted for February 15, 2021, I directed the park district's staff to reschedule the February 15, 2021 Regular Board Meeting to February 22, 2021. Notices of the change in date were published on the District's website, sent to local newspapers, and posted to the Administration Office window."

**MINUTES
RESCHEDULED REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
February 22, 2021 – 6:30 p.m.
Studio C**

1. CALL TO ORDER THE RESCHEDULED REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL

President Knitter called to order the regular meeting of the Oak Brook Park District Board of Commissioners at the hour of 6:31 p.m. Commissioners Suleiman, Trombetta, Tan and President Knitter answered "present" from the Oak Brook Park District Family Recreation Center, Studio C. Also present in Studio C were Laure Kosey, Executive Director; Marco Salinas, Chief Financial Officer; Dave Thommes, Deputy Director; Bob Johnson, Director of Parks and Planning.

- a. Approval by a majority of the Commissioners present to allow Commissioner Tom Truedson to attend the meeting by video conference, as he is unable to physically attend because of employment purposes as provided in section I-G-1 of the Board Rules.

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta to allow Commissioner Tom Truedson to attend the meeting by video conference, as he is unable to physically attend because of employment purposes as provided in section I-G-1 of the Board Rules.

Ayes: Commissioners Suleiman, Tan, Trombetta, and President Knitter.

Nays: None

Commissioner Truedson entered the Rescheduled Regular Board Meeting.

2. OPEN FORUM

President Knitter asked if there were any public comments. No one addressed the Board.

3. CONSENT AGENDA

- a. APPROVAL OF FEBRUARY 22, 2021 AGENDA
- b. APPROVAL OF MINUTES
 - i. January 18, 2021 Regular Meeting Minutes
- c. APPROVAL OF FINANCIAL STATEMENT ENDING JANUARY 31, 2021
 - i. Warrant 644

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta to approve taking a single omnibus vote on the Consent Agenda as presented.

There was no additional discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Tan, Trombetta, Truedson, and President Knitter.

Nays: None

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta to approve the Consent Agenda as presented.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Tan, Trombetta, Truedson, and President Knitter.

Nays: None

4. COMMUNICATIONS/PROCLAMATIONS

- a. Board of Commissioners to share communications

There were no communications between the Board Members.

- b. ADA Transition Plan

Dave Thommes noted to the Board the 5-year report which was compiled for the ADA Transition Plan.

5. STAFF RECOGNITION

- a. None

President Knitter stated she is pleased with the staff and how everyone has handled themselves over the past year.

Dr. Kosey stated the staff has been doing a great job adjusting to the COVID-19 changes and restrictions.

6. REPORTS:

- a. Communications IT, and Administration Report

Dr. Laure Kosey presented her report, which can be found in the Park District's records.

Dr. Kosey reported a 1.9% salary range adjustment based on the IPRA 2021 Salary Survey. The IPRA researched 97 Park Districts in Illinois. Dr. Kosey solely based her recommendation for pay grade increases on job title and duties, moving some job titles up a pay grade. An approval from the Board for the increases is needed.

Dr. Kosey has developed three potential options for merit increases; Option 1, merit increases up to 4%, Option 2, up to 2% increase in May with an additional 2% increase in November, Option 3, up to 3% merit increase. Once the Board chooses and approves an option the budget will be drafted for approval.

President Knitter inquired if the changes were in terms of a bell-shaped curve.

Dr. Kosey stated no not all, most merits were 3% or above and exceeding expectations.

President Knitter asked if anyone was at or below the expectation. Dr. Kosey stated if there were, they were on a performance improvement plan.

Commissioner Tan stated staff has done a great job cutting expenses. Looking 3 months ago it would have been projected the year would end deficit of \$1 million, and dipping further into the reserves. However, coming close to year-end, Commissioner Tan stated staff has worked exceedingly hard to bring down expenses. Year-end projecting half a million-dollar range.

Commissioner Tan is supportive of Option 1. Stating hard work and good service should be rewarded.

Commissioner Suleiman stated being thankful for Commissioner Tan's analysis. As Commissioner Tan's financial input is valuable. Looking into Option 2 Commissioner Suleiman believes the splitting of the increase would allow for a "slow and steady" buildup of the reserves.

President Knitter agrees with Commissioner Tan about the additional expenditure savings. There are staff members who should only get a 2% raise, and not everyone would be deserving of the 4%. The difference between 2% and 4% is not much, however, she is opting for Option 1.

Commissioner Suleiman interjected inquiring about hiring staff members back who had been laid off due to COVID-19.

Dr. Kosey informed the Board at this time it is unlikely they will not move forward with rehiring former team members. The only active position openings would be lifeguards and seasonal staff.

President Knitter expressed a rehire and a new hire are fundamentally the same.

Commissioner Truedson stated the Commissioners were bringing up good points about the staff. Commissioner Truedson echoes Commissioner Tan's talking points, of maintaining strong financials through cutting expenses. However, agrees with President Knitter, not every staff member should be deserving of 4% increases and instead should receive 2% increases.

Commissioner Truedson stated, Dr. Kosey is trustworthy and would only reward hard work, and those who do not work hard would need to eventually move on. To keep good staff members, the Park District would need to be able to retain them; Commissioner Truedson believes in the coming year people will have to be restrained on spending due to COVID-19, and if the Oak Brook Park District could help team members and not strain the Park Districts' financials, Commissioner Truedson would like Option 1.

Commissioner Trombetta stated going with Option 1. The consensus of the board was Option 1.

President Knitter explained she would like Dr. Kosey to remove company-issued phones as a way to save money. As the practice of company-issued phones seems outdated.

Dr. Kosey agreed with President Knitter and noted Robert Pechous, Superintendent of Communication and IT, has been working on eliminating company phones. This will cut the budget. Any remaining staff needing a phone would have different options and stipend for their phone.

President Knitter remarked stipends would be good.

Dr. Kosey stated the Oak Brook Park District has uncovered one issue with eliminating work issued cell phones. Since the District's records are subject to the Freedom of Information act, (FOIA). If a cell phone was ever needed to be reviewed in response to the act, the team member would have to hand over their personal phone for this information.

President Knitter inquired if text messages and emails would be considered FOIA.

Dr. Kosey stated text messages were not FOIA. However, emails are and could be taken from the Park Districts' computer server if needed. Their personal phone would not have to be handed in.

b. Finance & Human Resources Report

Mr. Marco Salinas presented his report, which can be found in the Park Districts records.

Mr. Marco Salinas reported on the completion of the last nine months of the current fiscal year. The General Fund year-to-date net surpluses have increased over last year. This has been made possible from cost savings. By continuing to cut expenses and maintaining the cuts; financials will stay positive.

Mr. Salinas stated the Recreational Fund year-to-date maintains a deficit. By saving on part-time staff and other personnel, forgoing repairs, and saving on utilities, there is not much more the Park District could do to make up the losses.

President Knitter asked Dr. Kosey and Mr. Salinas if there were any cuts that they wish they did not defer.

Dr. Kosey stated there are areas where the deferred cuts, such as the roof in the gymnasium, would have been better-taken care of earlier than later.

Mr. Johnson stated putting off repairs that need to be addressed compounds the schedule, making it more difficult to recover.

President Knitter expressed understanding the need for projects to get completed and wants to make sure what is budgeted for the following year are things that must get complete to maintain the park district and not projects the Park District wants to be completed.

Commissioner Tan stated the reserves are in a good place. Ongoing, the Park District will need to replenish the reserves. Going back to normal schedule without further cuts to expenses the reserves will replenish quickly. Coming out of COVID-19 has made the Park District more efficient.

Mr. Salinas stated other funds are doing well with cost savings in IMRF and SSN liability. Since there are not debt service payments coming up on certificates in March, and no big referendum bonds in April, financials should stabilize.

Mr. Salinas informed the Board they have received the first installment payment for Central Park North. Once the completion of additional paperwork is filed the Park District will receive the additional installment.

c. Recreation & Facilities Report

Mr. Dave Thommes presented his report, which can be found in the Park Districts records.

Mr. Dave Thommes reported on recent events. Stating, the all-new Valentine's Day events did very well. Two-hundred and fifty people attended the "Be Our Valentine" event, nineteen Pioneers attended a concert at Central Park West, Tackle the Tri had forty-eight participants, and the Family Fest at Central Park West is sold out.

Mr. Thommes stated overall, more people are coming into the Family Recreation Center and signing up for classes.

Mr. Thommes informed the Board staff is looking forward to the Sports Core opening in May. Everything will be available to potential patrons on April 1, 2021.

President Knitter stated people have been speaking fondly of the reservation system at the pool.

Commissioner Trombetta stated there is a fine line on how the residents feel about the reservation system. Commissioner Trombetta believes some of the feelings are warranted and others are from entitlement.

d. Parks & Planning Report

Mr. Bob Johnson presented his report, which can be found in the Park District's records.

Mr. Johnson reported the Maintenance Department has been doing a lot of snow removal, de-icing, and continuing to winterize machinery.

Mr. Johnson stated that the ice rink has been closed and due to warming temperatures it may not re-open. The ice rink has been a success as well as the snow hill.

Mr. Johnson stated the Oak Brook Park District has begun to proceed with the Illinois Tollway contract, and mowing services have gone out for bid.

7. UNFINISHED BUSINESS

- a. Ordinance 21-0215: An Ordinance Transferring Funds to And from Several Park District Funds

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta to approve Ordinance 21-0215: An Ordinance Transferring Funds to and From Several Park District Funds.

There was no additional discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Tan, Trombetta, Truedson, and President Knitter.

Nays: None

- b. Ordinance 21-0216: An Ordinance Authorizing the Destruction of the Verbatim Record of Certain Closed Meetings.

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta to approve Ordinance 21-0216: An Ordinance Authorizing the Destruction of the Verbatim Record of Certain Closed Meetings.

There was no additional discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Tan, Trombetta, Truedson, and President Knitter.

Nays: None

- c. Proposed Adjustment to Fulltime Pay Grades Effective 5-1-21

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta to approve the Proposed Adjustment to Fulltime Pay Grades Effective 5-1-21.

There was no additional discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Tan, Trombetta, Truedson, and President Knitter.

Nays: None

- d. ADA Transition Plan

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta to approve ADA Transition Plan.

Commissioner Suleiman noted a conversation between her and Mr. Thommes via Zoom. Commissioner Suleiman is very pleased with all of the ADA standards accomplished. However, she does not want the Park District to become complacent because of what has already been completed. She would like to close any foreseeable gaps. Looking into the future, Commissioner Suleiman would like to see, the inclusion of sensory items at the North Fields. The addition of ADA sensory play items could bring attention to national events held at the Tennis Center. The existing Universal Playground is great and everything else around it should be as well.

President Knitter expressed concern, stating it takes a lot of time to raise money for these things, and is not sure if at this time these additions for sensory would be financially conducive.

Commissioner Suleiman followed up by stating there does not have to be a whole playground dedicated to sensory but little things like a swing set, which could be funded by grants and the Park District would not need a large fundraiser.

The motion passed by roll call vote:

Ayes: Commissioners Suleiman, Tan, Trombetta, Truedson, and President Knitter.

Nays: None

e. Recreation Programs, Memberships, and Facility Fees Policies

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta to approve Recreation Programs, Memberships, and Facility Fees Policies authorizing a temporary increase to the percentage staff can raise fees without Board approval, as presented.

Dr. Kosey informed the Board the policy needs Board approval any programming increase over 5%. With the minimum wage increases, the Park District would need to increase programming prices to offset the cost of wages over the next four years. This action would be in effect until 2025, then the policy would revert to the one currently practiced.

The motion passed by roll call vote:

Ayes: Commissioners Suleiman, Tan, Trombetta, Truedson, and President Knitter.

Nays: None

f. Resolution 21-0217: A Resolution Regarding the Review of Minutes for Closed Meetings January 1989 through December 31, 2020.

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta to approve Resolution 21-0217: A Resolution Regarding the Review of Minutes for Closed Meetings from January 1989 through December 31, 2020.

There was no additional discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Tan, Trombetta, Truedson, and President Knitter.

Nays: None

8. NEW BUSINESS

a. Resolution 21-0315 A Resolution of the Oak Brook Park District Approving and Adopting Amendments to Section 4.9. Investment Policy of the Administrative Policies and Procedures Manual.

The matter was presented for review and discussion only.

Commissioner Suleiman asked about conflict of interest, in terms of financial investments and investment managers.

Mr. Salinas stated there would not be an investment manager, and if there was, they would have to follow the interest of the Park District, following the policies set forth by the agency. The Park District would need to approve any investment risk. Seeking other flexible investment models would be beneficial to the District. Using connections with institutions such as Evergreen Bank and/or Hinsdale Bank, there may be good financial options on investments.

Commissioner Trombetta clarified; Mr. Salinas would be the supervisor of the investments.

Mr. Salinas stated relying on the bank's expertise and following the law the Park District could receive diversified returns. This would include more financial reports every month, and all secure investments backed by the Federal Government to protect principle. Illinois does not allow anything risky.

Commissioner Tan agreed with Mr. Salinas, stating the Park District does not have a lot of money to invest, but Illinois statutes allow the governing body to consider overly conservative backed US Federal Government investments such as CDs. Investing in CDs would give flexibility with interest rates which would be low thus little return.

Mr. Salinas stated there is no set plan currently to propose, but there are good options by the FDIC and the agency would be able to choose the CD maturity for a constant cash flow. The agency could choose to retain the money or reinvest it.

Commissioner Suleiman asked if there would be conflict with Evergreen Bank because of naming rights and sponsorships they have with the Oak Brook Park District.

Mr. Salinas informed Commissioner Suleiman there would not be conflict and the relationship could benefit the Oak Brook Park District with more favorable rates.

b. Turf Grass Mowing Bid

The matter was presented for review and discussion only.

Mr. Johnson stated bid for turf will open on Friday February 26, 2021.

Commissioner Trombetta asked Mr. Johnson his plan for the North Fields.

Dr. Kosey stated the North Fields will be left to grow on the west side until July.

Mr. Johnson explained the Maintenance Department will be evaluating the ground in June and will conduct submental seeding if needed.

c. RFP for the License and Use of the Basketball Courts

The matter was presented for review and discussion only.

Mr. Thommes explained the Recreation Department is seeking an agreement for the gymnasium, similar to what they have for the soccer fields.

Mr. Thommes currently has two proposals. One of which is from Breakaway Basketball. Breakaway Basketball is favorable with staff. The Recreation Department is seeking to have a deal for the March Board Meeting with proposed financials.

President Knitter expressed concern over how the residents may be impacted.

Mr. Thommes stated Mike Contreras, Superintendent of Recreation, is creating a plan which is more efficient than in the past, allowing the Park District to offer more to the residents even with a new gymnasium agreement.

d. Direct Energy Business LLC- Demand Response Program Contract Renewal

The matter was presented for review and discussion only.

Mr. Thommes informed the Board the agreement with direct energy will end shortly and he will be seeking a three-year renewal.

e. Revision to Personal Policy 7.6 Merit Pay Increase

The matter was presented for review and discussion only.

Dr. Kosey informed the Board of the changes to salary would need prior approval.

President Knitter stated employees who have capped should still be fairly compensated.

Commissioner Trombetta noted there should be a good way to go about this.

f. Ordinance 21-0218: An Ordinance Approving Conveyance of Two Permanent Easements to the Illinois Toll Highway Authority and Authorizing Execution of Agreements for Conveyance, upon attorney review. (***)Requires waiving the Board Rules to approve at this meeting.)

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta to waive Board rules to approve Ordinance 21-0218: An Ordinance Approving Conveyance of Two Permanent Easements to the Illinois Toll Highway Authority and Authorizing Execution of Agreements for Conveyance, upon attorney review.

There was no additional discussion and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Tan, Trombetta, Truedson, and President Knitter.
Nays: None

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta to approve Ordinance 21-0218: An Ordinance Approving Conveyance of Two Permanent Easements to the Illinois Toll Highway Authority and Authorizing Execution of Agreements for Conveyance, upon attorney review.

Ayes: Commissioners Suleiman, Tan, Trombetta, Truedson, and President Knitter.
Nays: None

9. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON March 15, 2021, 6:30 p.m.

President Knitter announced the next Regular Meeting of The Oak Brook Park District Board of Park Commissioners will be held on March 15, 2021, 6:30 p.m.

10. ADJOURNMENT

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta to adjourn February 22, 2021, the Rescheduled Regular Meeting of the Oak Brook Park District Board of Commissioners. Motion passed by voice vote. The meeting adjourned at the hour of 7:26 p.m.

Laure L. Kosey, Executive Director

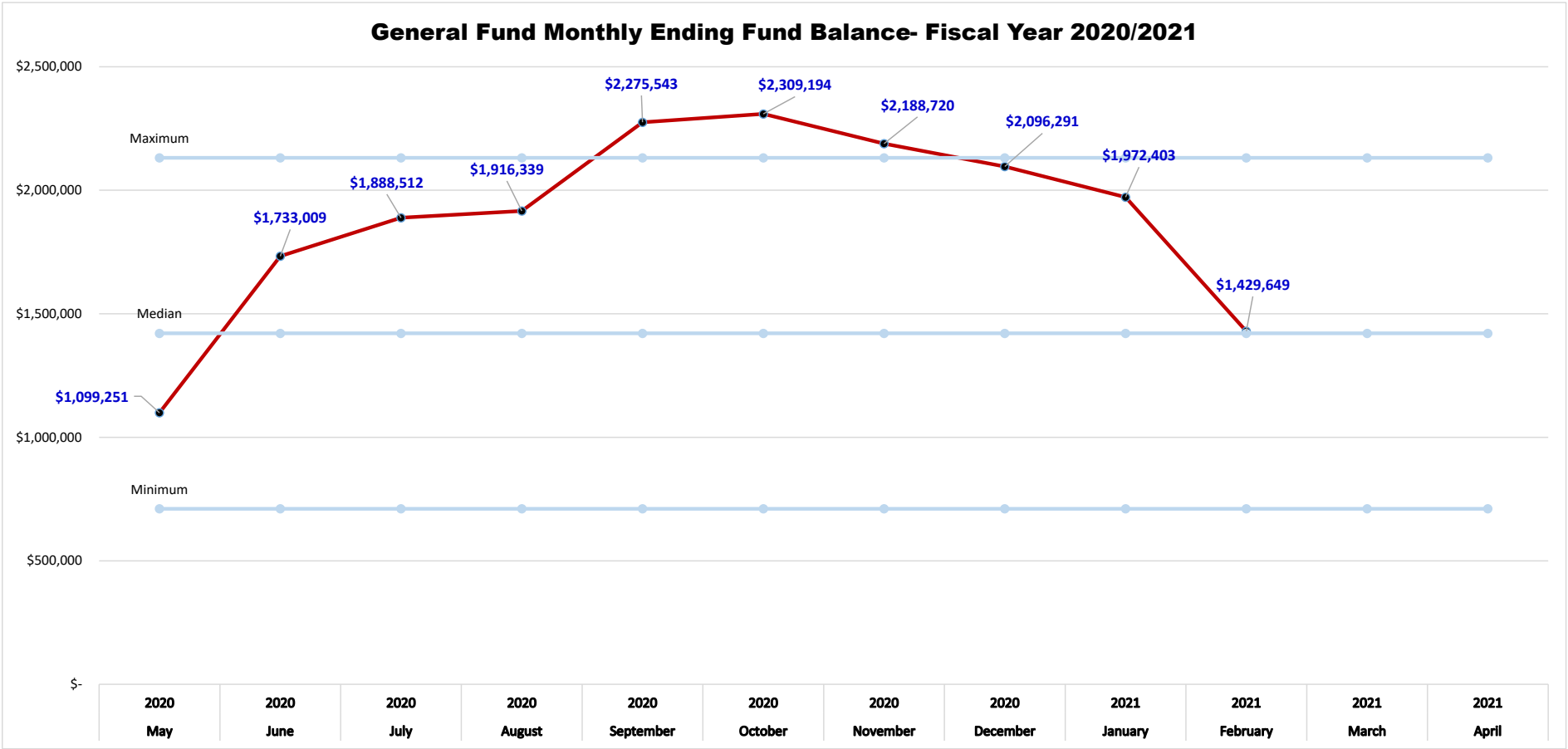
Oak Brook Park District
General Fund Revenue and Expenditure Summary - Unaudited
Fiscal Year-to-Date Activity through February 28, 2021 and 2020
83.33% completed (10 out of 12 months)

Fiscal Year 2020/2021- Highlighted items reflect more than 8.33% variance							Highlighted items reflect more than 10% change		
	Original Annual Budget	February 2021 Actual	Year-To-Date Actual	Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Original Annual Budget	Fiscal Year 2019/2020 Year-To-Date Actual	2020/2021 Y-T-D Actual Higher/ (Lower) than 2019/2020 Y-T-D	Percent Change
REVENUES									
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A
Finance									
Property Taxes	1,549,013	(23,535)	1,561,284	-	1,561,284	100.8%	1,497,630	63,653	4.3%
Personal Prop. Repl. Taxes	95,154	-	73,647	-	73,647	77.4%	89,564	(15,917)	-17.8%
Investment Income	11,500	320	5,834	-	5,834	50.7%	9,585	(3,751)	-39.1%
Other	19,000	461	12,913	-	12,913	68.0%	15,657	(2,744)	-17.5%
Central Park North	111,200	-	54,525	-	54,525	49.0%	25,734	28,791	111.9%
Central Park	111,200	4,859	155,906	-	155,906	140.2%	134,242	21,664	16.1%
Building-Recreation Center	1,076,020	28,001	495,401	-	495,401	46.0%	716,316	(220,915)	-30.8%
Central Park West	72,120	205	10,254	-	10,254	14.2%	50,401	(40,148)	-79.7%
TOTAL REVENUES	\$ 3,045,207	\$ 10,310	\$ 2,369,763	\$ -	\$ 2,369,763	77.8%	\$ 2,539,130	\$ (169,367)	-6.7%
EXPENDITURES									
Administration	\$ 464,071	\$ 38,111	\$ 354,663	\$ 1,369	356,032	76.4%	\$ 353,934	\$ 729	0.2%
Finance	494,580	34,274	307,033	6,672	313,705	62.1%	331,494	(24,461)	-7.4%
Central Park North	23,950	410	8,152	1,217	9,369	34.0%	13,988	(5,836)	-41.7%
Central Park	685,469	39,731	438,894	26,654	465,549	64.0%	496,074	(57,180)	-11.5%
Saddlebrook Park	15,871	-	12,655	316	12,972	79.7%	18,315	(5,659)	-30.9%
Forest Glen Park	23,490	49	10,759	1,402	12,161	45.8%	17,101	(6,342)	-37.1%
Chillem Park	7,125	-	1,968	92	2,060	27.6%	4,746	(2,778)	-58.5%
Dean Property	11,786	164	4,759	885	5,644	40.4%	10,173	(5,415)	-53.2%
Professional Services	46,000	1,405	27,573	280	27,853	59.9%	57,405	(29,831)	-52.0%
Contracts- Maint. DNS	26,000	-	21,168	4,300	25,468	81.4%	17,403	3,765	21.6%
Building-Recreation Center	965,541	50,453	509,058	39,944	549,001	52.7%	683,968	(174,911)	-25.6%
Central Park West	71,777	2,727	26,239	5,490	31,729	36.6%	42,872	(16,633)	-38.8%
TOTAL EXPENDITURES	\$ 2,835,660	\$ 167,323	\$ 1,722,921	\$ 88,621	\$ 1,811,542	60.8%	\$ 2,047,473	\$ (324,552)	-15.9%
TRANSFERS OUT	\$ 392,042	\$ 385,742	\$ 385,742	\$ -	\$ 385,742	98.4%	\$ 326,575	\$ 59,167	N/A
TOTAL EXPENDITURES AND TRANSFERS OUT	\$ 3,227,702	\$ 553,065	\$ 2,108,663	\$ 88,621	\$ 2,197,284	65.3%	\$ 2,374,048	\$ (265,385)	-11.2%
REVENUES OVER (UNDER) EXPENDITURES AND TRANSFERS OUT	\$ (182,495)	\$ (542,755)	\$ 261,100	\$ (88,621)	\$ 172,479	-143.1%	\$ 165,082	\$ 96,018	58.2%

Note> Fiscal year 2020/2021 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

Oak Brook Park District
Schedule of Ending Monthly Fund Balance- General Fund

	Actuals- Unaudited											
	May	June	July	August	September	October	November	December	January	February	March	April
	2020	2020	2020	2020	2020	2020	2020	2020	2021	2021	2021	2021
Beginning Unassigned	\$ 1,168,548	\$ 1,099,251	\$ 1,733,009	\$ 1,888,512	\$ 1,916,339	\$ 2,275,543	\$ 2,309,194	\$ 2,188,720	\$ 2,096,291	\$ 1,972,403		
Monthly Net Surplus/(Deficit)	(69,297)	633,758	155,503	27,827	359,204	33,651	(120,474)	(92,429)	(123,888)	(542,755)		
Ending Unassigned	\$ 1,099,251	\$ 1,733,009	\$ 1,888,512	\$ 1,916,339	\$ 2,275,543	\$ 2,309,194	\$ 2,188,720	\$ 2,096,291	\$ 1,972,403	\$ 1,429,649		



Minimum (3 months Exp.)	\$ 710,490	\$ 710,490	\$ 710,490	\$ 710,490	\$ 710,490	\$ 710,490	\$ 710,490	\$ 710,490	\$ 710,490	\$ 710,490	\$ 710,490	\$ 710,490
Median (6 months Exp.)	\$ 1,420,980	\$ 1,420,980	\$ 1,420,980	\$ 1,420,980	\$ 1,420,980	\$ 1,420,980	\$ 1,420,980	\$ 1,420,980	\$ 1,420,980	\$ 1,420,980	\$ 1,420,980	\$ 1,420,980
Maximum (9 months Exp.)	\$ 2,131,470	\$ 2,131,470	\$ 2,131,470	\$ 2,131,470	\$ 2,131,470	\$ 2,131,470	\$ 2,131,470	\$ 2,131,470	\$ 2,131,470	\$ 2,131,470	\$ 2,131,470	\$ 2,131,470

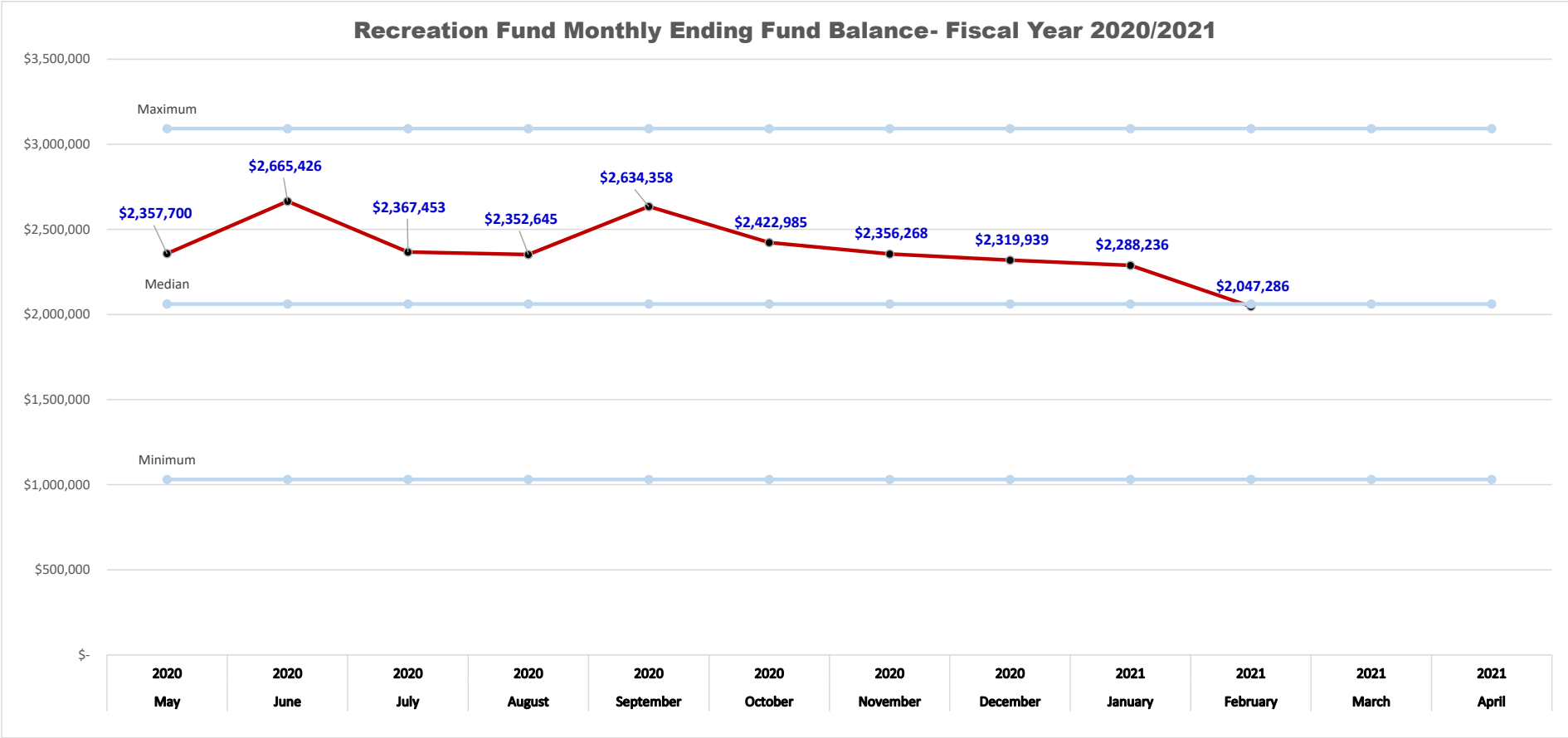
Oak Brook Park District
Recreation Fund Revenue and Expenditure Summary - Unaudited
Fiscal Year-to-Date Activity through February 28, 2021 and 2020
83.33% completed (10 out of 12 months)

	Fiscal Year 2020/2021- Highlighted items reflect more than 8.33% variance						Highlighted items reflect more than 10% change		
	Original Annual Budget	February 2021 Actual	Year-To-Date Actual	Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Original Annual Budget	Fiscal Year 2019/2020 Year-To-Date Actual	2020/2021 Y-T-D Actual Higher/ (Lower) than 2019/2020 Y-T-D	Percent Change
<u>REVENUES</u>									
Administration									
Property Taxes	\$ 961,938	\$ (14,733)	\$ 969,695	\$ -	\$ 969,695	100.8%	\$ 886,321	\$ 83,375	9.4%
Personal Prop. Repl. Taxes	29,956	-	23,185	-	23,185	77.4%	28,196	(5,011)	-17.8%
Investment Income	17,500	350	6,846	-	6,846	39.1%	14,265	(7,419)	-52.0%
Other	2,100	55	8,111	-	8,111	386.2%	1,389	6,722	484.0%
Fitness Center	846,508	15,472	155,190	-	155,190	18.3%	700,517	(545,327)	-77.8%
Aquatic Center	516,413	20,269	165,288	-	165,288	32.0%	405,830	(240,542)	-59.3%
Aquatic Recreation Prog.	619,549	19,201	157,717	-	157,717	25.5%	515,970	(358,253)	-69.4%
Children's Programs	119,517	21,868	104,333	-	104,333	87.3%	107,081	(2,748)	-2.6%
Preschool Programs	269,592	21,122	91,366	-	91,366	33.9%	204,033	(112,666)	-55.2%
Youth Programs	214,029	6,298	64,698	-	64,698	30.2%	221,157	(156,460)	-70.7%
Adult Programs	50,580	543	6,889	-	6,889	13.6%	44,511	(37,622)	-84.5%
Pioneer Programs	74,200	739	5,710	-	5,710	7.7%	63,651	(57,941)	-91.0%
Special Events and Trips	106,970	9,934	97,297	-	97,297	91.0%	96,843	454	0.5%
Marketing	49,000	-	12,100	-	12,100	24.7%	83,208	(71,108)	-85.5%
Capital Outlay	30,000	-	-	-	-	0.0%	-	-	N/A
TOTAL REVENUES	\$ 3,907,851	\$ 101,118	\$ 1,868,424	\$ -	\$ 1,868,424	47.8%	\$ 3,372,970	\$ (1,504,547)	-44.6%
<u>EXPENDITURES</u>									
Administration	\$ 1,029,672	\$ 49,344	\$ 652,847	\$ 27,014	\$ 679,861	63.4%	\$ 586,493	\$ 66,354	11.3%
Fitness Center	652,420	17,426	247,422	23,910	271,332	37.9%	506,757	(259,335)	-51.2%
Aquatic Center	907,552	37,088	427,080	49,441	476,521	47.1%	602,782	(175,702)	-29.1%
Aquatic Recreation Prog.	283,056	8,212	68,275	-	68,275	24.1%	194,814	(126,538)	-65.0%
Children's Programs	90,860	19,935	61,512	5,471	66,983	67.7%	63,016	(1,504)	-2.4%
Preschool Programs	240,653	9,485	80,661	1,427	82,088	33.5%	152,779	(72,117)	-47.2%
Youth Programs	152,865	608	38,455	43	38,498	25.2%	107,773	(69,318)	-64.3%
Adult Programs	43,169	408	4,762	5,205	9,967	11.0%	26,941	(22,179)	-82.3%
Pioneer Programs	70,997	192	5,459	6,767	12,226	7.7%	48,792	(43,333)	-88.8%
Special Events and Trips	74,983	4,009	69,024	1,210	70,234	92.1%	63,745	5,278	8.3%
Marketing	337,029	17,388	192,896	20,417	213,313	57.2%	236,926	(44,030)	-18.6%
Capital Outlay	240,000	-	139,328	21,451	160,779	58.1%	102,751	36,577	35.6%
TOTAL EXPENDITURES	\$ 4,123,254	\$ 164,095	\$ 1,987,720	\$ 162,357	\$ 2,150,078	48.2%	\$ 2,693,567	\$ (705,847)	-26.2%
<u>TRANSFERS OUT</u>	\$ 201,673	\$ 177,973	\$ 177,973	\$ -	\$ 177,973	88.2%	\$ 81,011	\$ 96,962	N/A
TOTAL EXPENDITURES AND TRANSFERS OUT	\$ 4,324,927	\$ 342,068	\$ 2,165,693	\$ 162,357	\$ 2,328,051	50.1%	\$ 2,774,578	\$ (608,885)	-21.9%
REVENUES OVER (UNDER) EXPENDITURES	\$ (417,076)	\$ (240,950)	\$ (297,270)	\$ (162,357)	\$ (459,627)	71.3%	\$ 598,392	\$ (895,662)	-149.7%

Note> Fiscal year 2020/2021 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

Oak Brook Park District
Schedule of Ending Monthly Fund Balance- Recreation Fund

	Actuals- Unaudited											
	May	June	July	August	September	October	November	December	January	February	March	April
	2020	2020	2020	2020	2020	2020	2020	2020	2021	2021	2021	2021
Beginning Committed	\$ 2,344,557	\$ 2,357,700	\$ 2,665,426	\$ 2,367,453	\$ 2,352,645	\$ 2,634,358	\$ 2,422,985	\$ 2,356,268	\$ 2,319,939	\$ 2,288,236		
Monthly Net Surplus/(Deficit)	13,143	307,726	(297,973)	(14,808)	281,713	(211,373)	(66,717)	(36,329)	(31,703)	(240,950)		
Ending Committed	\$ 2,357,700	\$ 2,665,426	\$ 2,367,453	\$ 2,352,645	\$ 2,634,358	\$ 2,422,985	\$ 2,356,268	\$ 2,319,939	\$ 2,288,236	\$ 2,047,286		



Minimum (3 months Exp.)	\$ 1,030,814	\$ 1,030,814	\$ 1,030,814	\$ 1,030,814	\$ 1,030,814	\$ 1,030,814	\$ 1,030,814	\$ 1,030,814	\$ 1,030,814	\$ 1,030,814	\$ 1,030,814	\$ 1,030,814	\$ 1,030,814
Median (6 months Exp.)	\$ 2,061,627	\$ 2,061,627	\$ 2,061,627	\$ 2,061,627	\$ 2,061,627	\$ 2,061,627	\$ 2,061,627	\$ 2,061,627	\$ 2,061,627	\$ 2,061,627	\$ 2,061,627	\$ 2,061,627	\$ 2,061,627
Maximum (9 months Exp.)	\$ 3,092,441	\$ 3,092,441	\$ 3,092,441	\$ 3,092,441	\$ 3,092,441	\$ 3,092,441	\$ 3,092,441	\$ 3,092,441	\$ 3,092,441	\$ 3,092,441	\$ 3,092,441	\$ 3,092,441	\$ 3,092,441

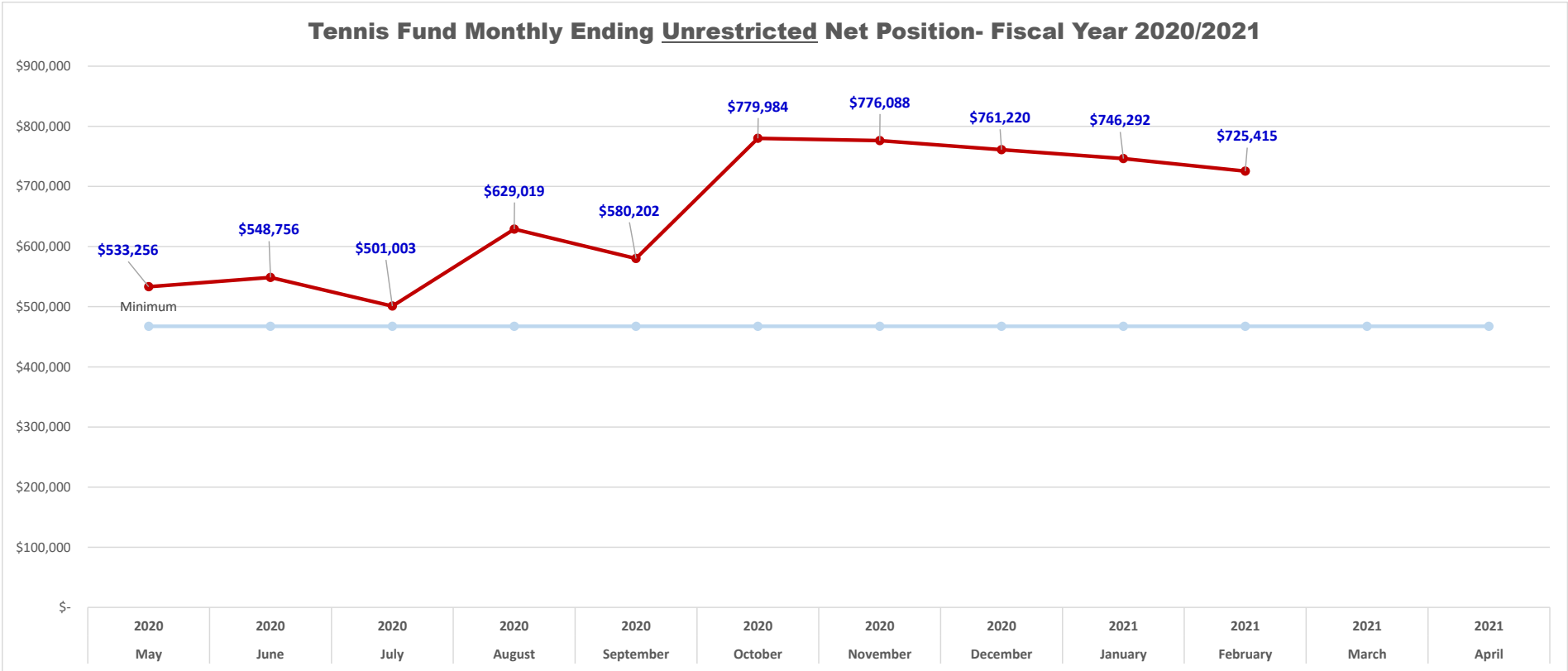
Oak Brook Park District
Tennis Center (Recreational Facilities Fund) Revenue and Expense Summary - Unaudited
Fiscal Year-to-Date Activity through February 28, 2021 and 2020
83.33% completed (10 out of 12 months)

Fiscal Year 2020/2021- Highlighted items reflect more than 8.33% variance							Highlighted items reflect more than 10% change		
	Original Annual Budget	February 2021 Actual	Year-To-Date Actual	Encumbered	Year-To- Date Actual + Encumbered	Y-T-D Actual, as a % of Original Annual Budget	Fiscal Year 2019/2020 Year-To-Date Actual	2020/2021 Y-T-D Actual Higher/ (Lower) than 2019/2020 Y-T-D	Percent Change
REVENUES									
Administration	\$ 22,500	\$ 387	\$ 12,008	\$ -	\$ 12,008	53.4%	\$ 18,967	\$ (6,959)	-36.7%
Building- Racquet Club	500	-	149	-	149	29.9%	479	(330)	-68.9%
Programs- Racquet Club	1,773,500	64,347	1,303,767	-	1,303,767	73.5%	1,812,147	(508,380)	-28.1%
TOTAL REVENUES	\$ 1,796,500	\$ 64,733	\$ 1,315,924	\$ -	\$ 1,315,924	73.2%	\$ 1,831,593	\$ (515,669)	-28.2%
EXPENSES									
Administration	\$ 727,478	\$ 35,402	\$ 368,009	\$ 6,712	\$ 374,721	50.6%	\$ 456,836	\$ (88,827)	-19.4%
Building- Racquet Club	370,829	15,162	182,464	32,622	215,087	49.2%	218,570	(36,105)	-16.5%
Programs- Racquet Club	771,500	35,045	347,835	753	348,588	45.1%	498,623	(150,788)	-30.2%
Capital Outlay	255,000	-	77,916	-	77,916	30.6%	259,127	(181,211)	-69.9%
TOTAL EXPENSES	\$ 2,124,807	\$ 85,610	\$ 976,225	\$ 40,088	\$ 1,016,312	45.9%	\$ 1,433,155	\$ (456,931)	-31.9%
REVENUES OVER (UNDER) EXPENSES	\$ (328,307)	\$ (20,876)	\$ 339,699	\$ (40,088)	\$ 299,612	-103.5%	\$ 398,438	\$ (58,738)	-14.7%

Note> Fiscal year 2020/2021 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

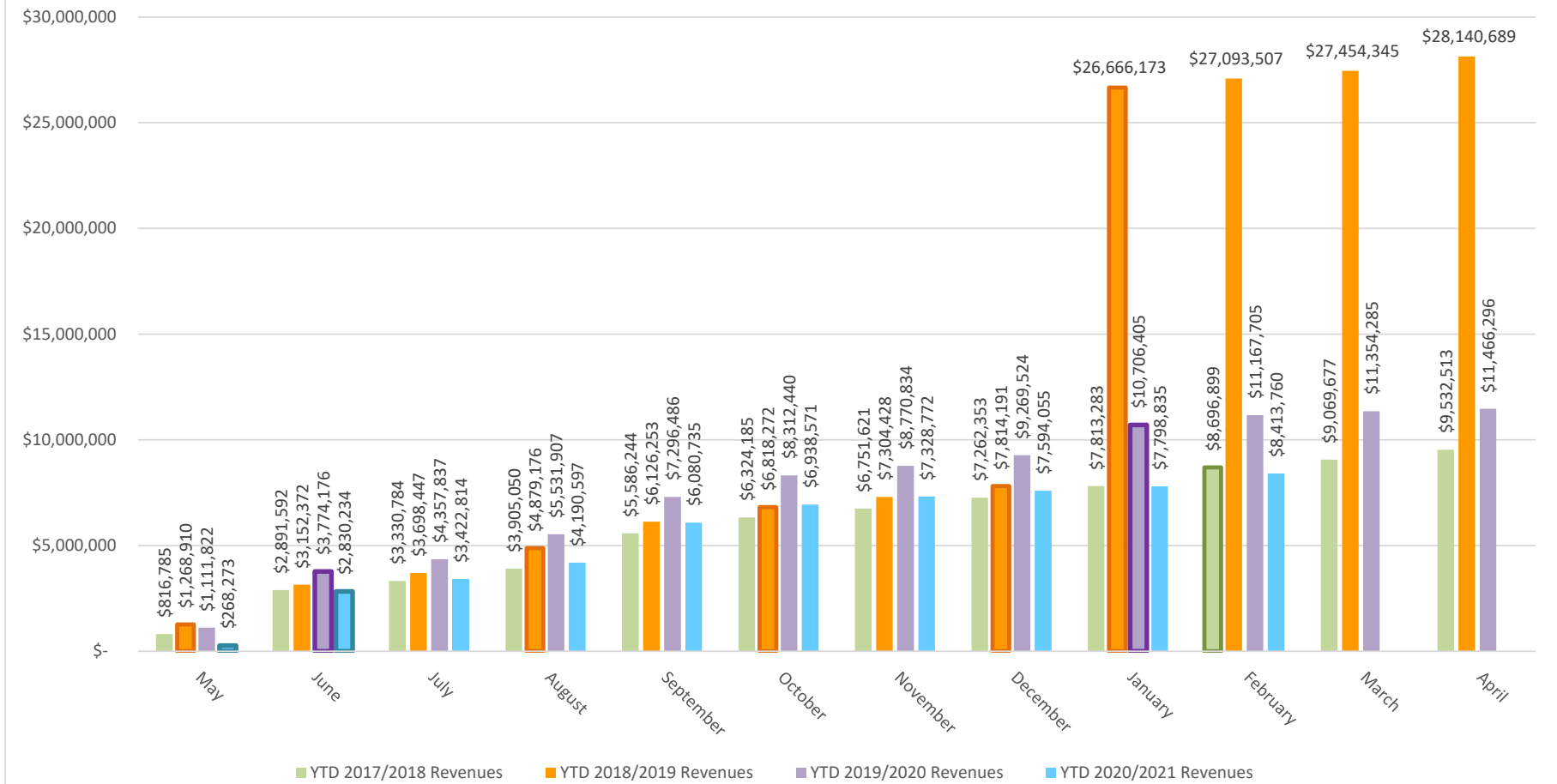
Oak Brook Park District
Schedule of Ending Monthly Net Position- Tennis Fund

Actuals- Unaudited												
	May	June	July	August	September	October	November	December	January	February	March	April
	2020	2020	2020	2020	2020	2020	2020	2020	2021	2021	2021	2021
Beginning Investment in Capital Assets	\$ 1,779,633	\$ 1,779,633	\$ 1,804,433	1,804,433	1,804,433	1,829,233	1,829,233	1,845,942	1,857,549	1,857,549		
Beginning Unrestricted	463,632	533,256	548,756	501,003	629,019	580,202	779,984	776,088	761,220	746,292		
Monthly Net Surplus/(Deficit)	69,624	40,300	(47,752)	128,015	(25,373)	201,138	11,615	(2,320)	(14,671)	(20,876)		
Ending Investment in Capital Assets	1,779,633	1,804,433	1,804,433	1,804,433	1,829,233	1,829,233	1,845,942	1,857,549	1,857,549	1,857,549		
Ending Unrestricted	533,256	548,756	501,003	629,019	580,202	779,984	776,088	761,220	746,292	725,415		



Minimum (3 months Exp.)	\$	467,452	\$	467,452	\$	467,452	\$	467,452	\$	467,452	\$	467,452	\$	467,452	\$	467,452
Median (6 months Exp.)		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A
Maximum (9 months Exp.)		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A

Oak Brook Park District- Consolidated Year-to-Date Revenues (excluding transfers in)



NOTES

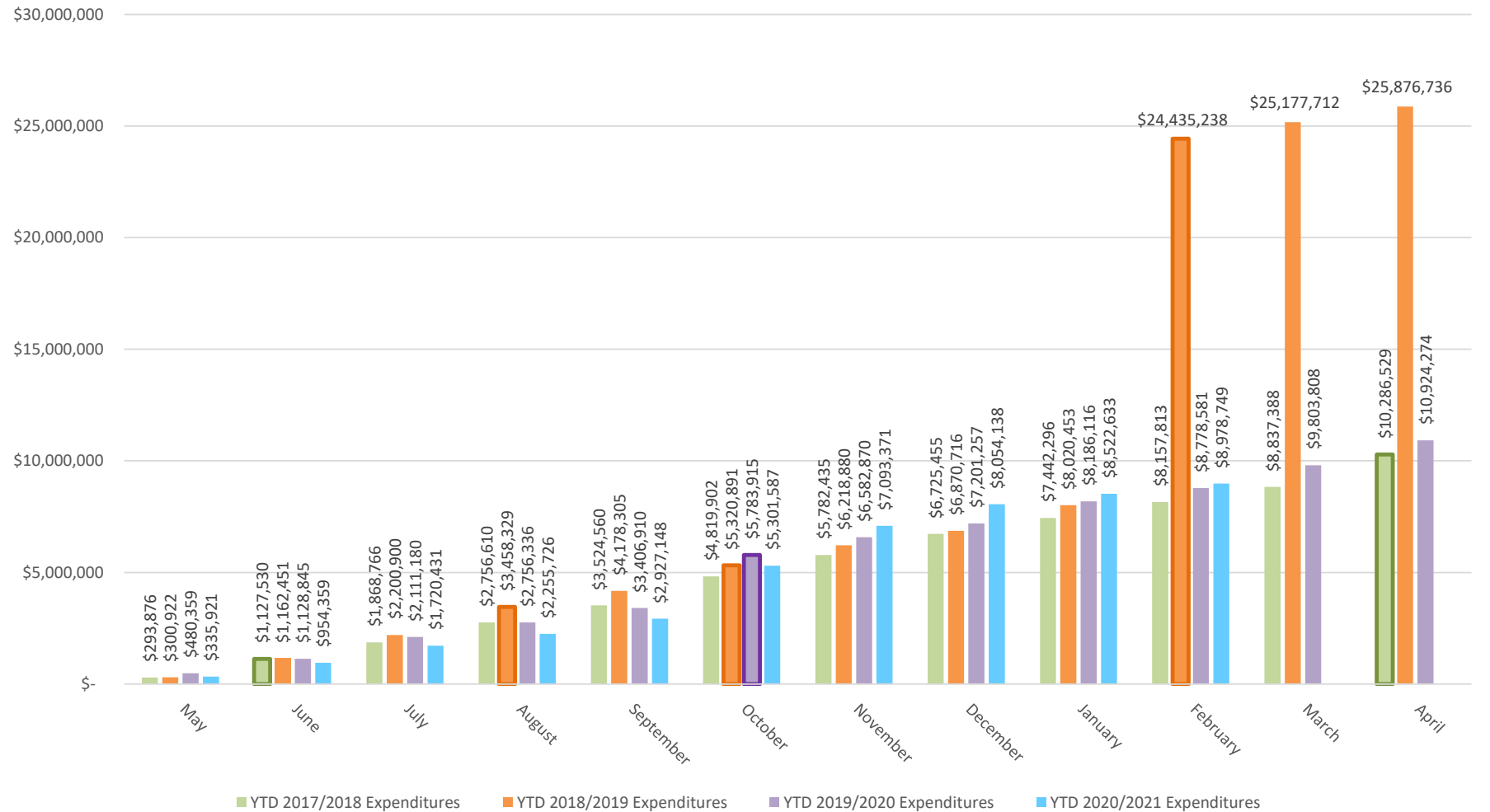
2017/2018: In February 2018 we recorded \$500,000 in debt certificate proceeds in the Capital Projects Fund and such proceeds are being used to fund the construction of the universal playground. This is one reason for the large increase in YTD revenues.

2018/2019: Historically, we have received the largest portions of our property taxes in June and September. In FY 2018/2019 we received approximately \$418,000 in property taxes in May and another \$522,000 in August; a month earlier than usual. In addition, this fiscal year is benefitting from approximately \$229,000 in new revenues related to our management of the Village's aquatic center. Tennis group lesson revenue is also significantly higher than prior year. In January 2019 the District received approximately \$18.1 million in bond proceeds to be used for the purchase of 34 acres of land.

2019/2020: The large increase in YTD revenues beginning in June 2019 is attributed to the increase in property tax receipts in our Debt Service Fund for the repayment of our 2019 "referendum" bonds. The 1st payment on these bonds is scheduled for October 30, 2019. In January 2020, we recorded \$450,000 in proceeds from the issuance of our 2020 debt certificates plus another \$500,000 in proceeds from a promissory note. These proceeds to fund various outdoor lighting upgrades.

2020/2021 The large decreases in May and June 2020 revenues is attributed to the closure of all our indoor and outdoor recreation facilities as a result of the COVID-19 pandemic. Such closure began in Mid-March and extended through the end of June 2020, with the resumption of limited on-site programming during the month of June.

Oak Brook Park District- Consolidated Year-to-Date Expenditures/Expenses (excluding transfers out)



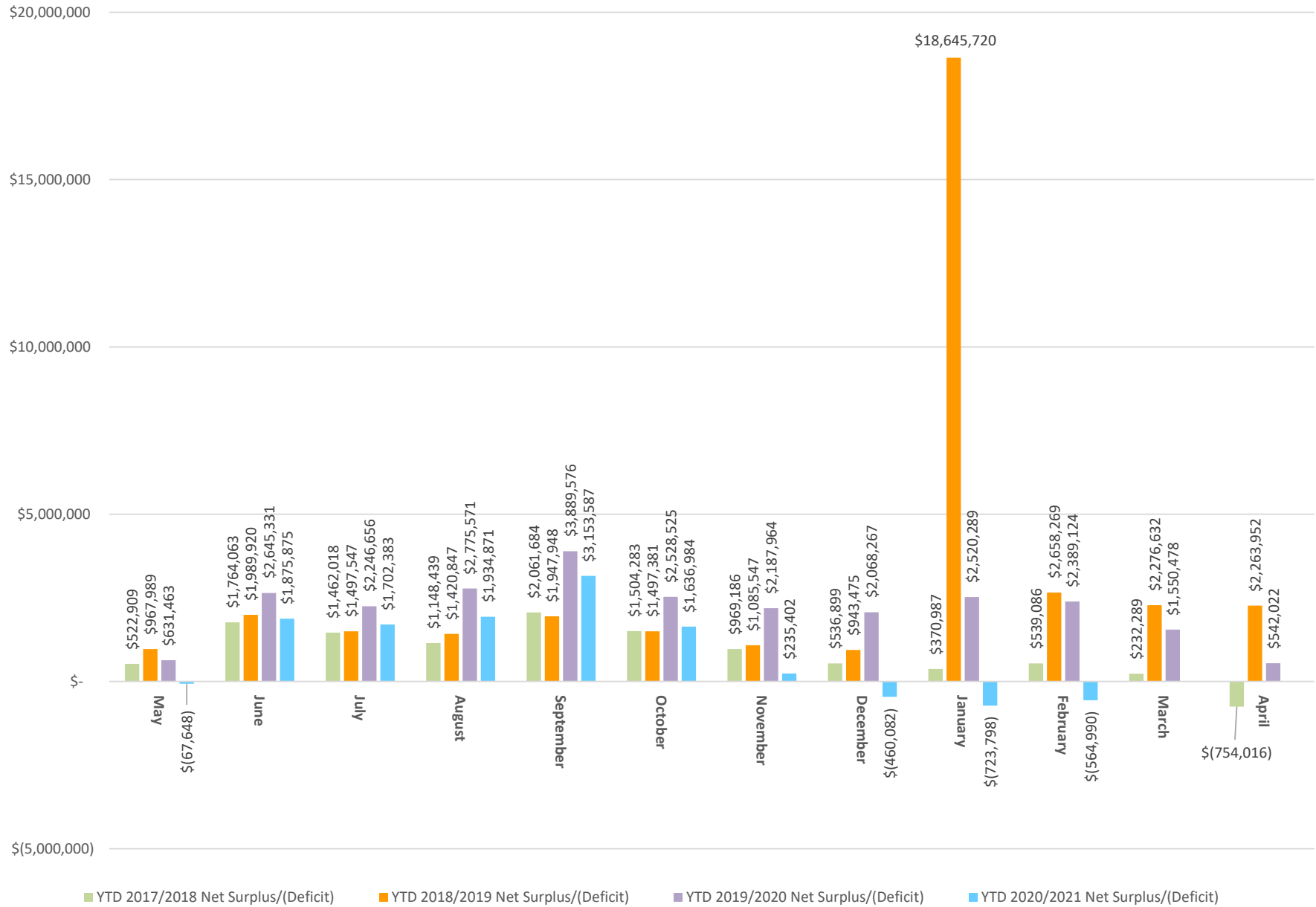
NOTES

2017/2018: During June 2017 and 2018 the Park District recognized three payroll disbursements when compared to two disbursements in June of 2015 & 2016. This is one of the reasons for the increased Y-T-D expenditures in June 2017 and 2018 over the same period in 2016 and 2015. The increased expenditures as of April 30, 2018 are primarily due to increased capital expenditures in our Capital Projects Fund (family locker room) and Tennis Center (HVAC upgrade, reflective ceiling).

2018/2019: The large increase in expenditures during August 2018 is due to the additional capital costs incurred for our Central Park improvement project. During that month we recognized \$502,035 in capital costs which brings the YTD total to \$936,997. In the prior year we had only recognized \$43,525 in capital costs as of the end of August 2017. Additionally, this fiscal year includes new expenditures related to our management of the Village's aquatic center. In February 2019 the District recorded \$15.8 million in capital expenditures for the purchase of 34 acres of land.

2019/2020: During October 2019, we made a \$1,226,621 payment on our 2019 G.O. bonds as well as a \$334,605 payment on our 2016/2012 G.O. bonds.

Oak Brook Park District- Consolidated Year-to-Date Net Surplus/(Deficit)





OAK BROOK PARK DISTRICT
SUMMARIZED REVENUE & EXPENSE REPORT
February 2021

FUND NAME	CURRENT MONTH ACTUAL	Y-T-D ACTUAL (10 months)	FY 2020/2021 ANNUAL BUDGET
GENERAL CORPORATE FUND			
REVENUES	\$ 10,310	\$ 2,369,763	\$ 3,045,207
EXPENDITURES	553,065	2,108,663	3,227,702
SURPLUS/(DEFICIT)	\$ (542,755)	\$ 261,100	\$ (182,495)
RECREATION FUND			
REVENUES	\$ 101,118	\$ 1,868,424	\$ 3,907,851
EXPENDITURES	342,068	2,165,693	4,324,927
SURPLUS/(DEFICIT)	\$ (240,950)	\$ (297,270)	\$ (417,076)
IMRF FUND			
REVENUES	\$ (2,924)	\$ 175,687	\$ 181,098
EXPENDITURES	13,785	155,372	216,000
SURPLUS/(DEFICIT)	\$ (16,709)	\$ 20,315	\$ (34,902)
LIABILITY INSURANCE FUND			
REVENUES	\$ (2,442)	\$ 155,611	\$ 186,491
EXPENDITURES	2,972	145,671	210,765
SURPLUS/(DEFICIT)	\$ (5,413)	\$ 9,940	\$ (24,274)
AUDIT FUND			
REVENUES	\$ 198	\$ 8,273	\$ 7,982
EXPENDITURES	-	12,750	12,800
SURPLUS/(DEFICIT)	\$ 198	\$ (4,477)	\$ (4,818)
DEBT SERVICE FUND			
REVENUES	\$ 356,357	\$ 1,862,114	\$ 1,849,159
EXPENDITURES	318	1,347,459	1,834,682
SURPLUS/(DEFICIT)	\$ 356,039	\$ 514,655	\$ 14,477
RECREATIONAL FACILITIES FUND (TENNIS CENTER)			
REVENUES	\$ 64,733	\$ 1,315,924	\$ 1,796,500
EXPENSES	85,610	976,225	2,124,807
SURPLUS/(DEFICIT)	\$ (20,876)	\$ 339,699	\$ (328,307)



OAK BROOK PARK DISTRICT
SUMMARIZED REVENUE & EXPENSE REPORT
February 2021

FUND NAME	CURRENT MONTH ACTUAL	Y-T-D ACTUAL (10 months)	FY 2020/2021 ANNUAL BUDGET
SPORTS CORE FUND			
REVENUES	\$ 46	\$ 107,700	\$ 486,267
EXPENDITURES	2,397	92,311	425,371
SURPLUS/(DEFICIT)	\$ (2,351)	\$ 15,388	\$ 60,896
SPECIAL RECREATION FUND			
REVENUES	\$ 2,580	\$ 126,033	\$ 121,112
EXPENDITURES	23,527	64,024	118,559
SURPLUS/(DEFICIT)	\$ (20,947)	\$ 62,009	\$ 2,553
CAPITAL PROJECT FUND			
REVENUES	\$ 650,057	\$ 709,982	\$ 671,000
EXPENDITURES	(20,000)	2,304,867	3,183,000
SURPLUS/(DEFICIT)	\$ 670,057	\$ (1,594,886)	\$ (2,512,000)
SOCIAL SECURITY FUND			
REVENUES	\$ (1,696)	\$ 277,966	\$ 277,936
EXPENDITURES	16,090	169,429	279,463
SURPLUS/(DEFICIT)	\$ (17,786)	\$ 108,537	\$ (1,527)
CONSOLIDATED SUMMARY			
REVENUES	\$ 1,178,337	\$ 8,977,475	\$ 12,530,603
EXPENDITURES	1,019,831	9,542,464	15,958,077
SURPLUS/(DEFICIT)	\$ 158,506	\$ (564,990)	\$ (3,427,473)

**OAK BROOK PARK DISTRICT
CONSOLIDATED REVENUES AND EXPENDITURES REPORT
February 2021**

	CONSOLIDATED TOTALS
REVENUES	
Property Taxes	\$ 17
Replacement Taxes	-
Recreation Program Fees	124,850
Fitness Center Fees	15,472
Aquatic Center Fees	39,470
Marketing	-
Sports Core - Fields	18
Sports Core - Aquatics	27
Sports Core - Tennis	-
FRC Rental/Member Fees	28,001
CPW Building Rentals	205
Field Rentals- Central Park	4,859
Field Rentals- Central Park North	-
Interest	1,008
Grant Proceeds	400,000
Transfers	563,715
Donations	-
Sponsorship	-
Overhead Revenue	-
Miscellaneous	695
TOTAL- REVENUES	\$ 1,178,338
EXPENDITURES	
Accounts Payable and Other	\$ 651,387
Overhead Expenditures	-
February Payroll and Related Benefits	368,444
TOTAL EXPENDITURES	\$ 1,019,831
NET REVENUES/(EXPENDITURES)	\$ 158,507

**Oak Brook Park District
Consolidated Balance Sheet
As of February 28, 2021**

ASSETS

	Consolidated Totals
Current Assets	
Cash and Investments	\$ 6,161,792
Receivables - Net of Allowances	
Property Taxes	4,769,010
Accounts	641,538
Due from Other Funds	-
Prepays	7,463
Inventories	21,139
Total Current Assets	<u>\$ 11,600,942</u>
Noncurrent Assets	
Capital Assets	
Non-depreciable	\$ 40,475
Depreciable	5,075,487
Accumulated Depreciation	(3,336,329)
Total Noncurrent Assets	<u>\$ 1,779,633</u>
 Total Assets	 \$ 13,380,575

DEFERRED OUTFLOWS OF RESOURCES

Deferred Items-IMRF	\$ 69,424
 Total Assets and Deferred outflows of Resources	 <u>\$ 13,449,999</u>

LIABILITIES

Current Liabilities	
Accounts Payable	\$ 99,364
Accrued Payroll	15,207
Unearned Revenue	329,113
Due To Other Funds	-
Unclaimed Property	1,825
Compensated Absences Payable	-
Total Current Liabilities	<u>\$ 445,509</u>
Noncurrent Liabilities	
Compensated Absences Payable	\$ 17,586
Net Pension Liability - IMRF	87,679
Total OPEB Liability - RBP	86,345
Total Noncurrent Liabilities	<u>\$ 191,610</u>
 Total Liabilities	 \$ 637,119

DEFERRED INFLOWS OF RESOURCES

Deferred Items - IMRF	\$ 87,066
Property Taxes	4,769,010
 Total Liabilities and Deferred Inflows of Resources	 <u>\$ 5,493,196</u>

FUND/NET POSITION BALANCES

Net Investment in Capital Assets	\$ 1,857,549
Non-spendable	-
Restricted	832,602
Committed	3,111,589
Unassigned/Unrestricted	2,155,063
Total Fund Balances	<u>\$ 7,956,803</u>
 Total Liabilities, Deferred Inflows of Resources and Fund Balances	 <u>\$ 13,449,999</u>

[illegible]

Inv Ref#	Vendor	Inv Date	OPEN Warrant 645		Inv Amt	Amt Due	Status	Jrnlized
			Due Date	Due Date				
41421	ADVANCED DISPOSAL	01/31/2021	03/15/2021		552.08	552.08	Open	N
41391	BREAKAWAY BASKETBALL INC	02/10/2021	03/15/2021		18,600.00	18,600.00	Open	Y
41429	BREAKAWAY BASKETBALL INC	02/25/2021	03/15/2021		1,000.00	1,000.00	Open	N
41461	COM ED	03/04/2021	03/15/2021		110.87	110.87	Open	N
41462	COM ED	03/03/2021	03/15/2021		30.75	30.75	Open	N
41444	COMCAST	02/01/2021	03/15/2021		620.20	620.20	Open	N
41460	CONSERV F/S	02/11/2021	03/15/2021		306.41	306.41	Open	N
41435	DAILY HERALD	02/14/2021	03/15/2021		119.60	119.60	Open	N
41445	DIRECT ENERGY BUSINESS	02/08/2021	03/14/2021		13,022.73	13,022.73	Open	N
41447	DIRECT ENERGY BUSINESS	02/18/2021	03/15/2021		10,012.55	10,012.55	Open	N
41467	DIRECT ENERGY BUSINESS	02/18/2021	03/15/2021		2,309.04	2,309.04	Open	N
41401	EBEL'S ACE HARDWARE #8313	02/16/2021	03/15/2021		43.78	43.78	Open	Y
41452	ENVISION HEALTHCARE INC	03/01/2021	03/15/2021		53.00	53.00	Open	N
41415	FACTORY CLEANING EQUIPMT BY JON-DC	11/23/2020	03/15/2021		465.61	465.61	Open	N
41438	FLAGG CREEK WATER RECLAMATION	02/26/2021	03/15/2021		465.26	465.26	Open	N
41439	FLAGG CREEK WATER RECLAMATION	02/26/2021	03/15/2021		20.40	20.40	Open	N
41440	FLAGG CREEK WATER RECLAMATION	02/26/2021	03/15/2021		17.55	17.55	Open	N
41441	FLAGG CREEK WATER RECLAMATION	02/26/2021	03/15/2021		34.65	34.65	Open	N
41432	FLUID RUNNING LLC	03/01/2021	03/15/2021		3,098.73	3,098.73	Open	N
41431	GYMNASIUM MATTERS LLC	03/01/2021	03/15/2021		2,025.00	2,025.00	Open	N
41394	HAGG PRESS	02/05/2021	03/15/2021		320.00	320.00	Open	Y
41395	HAGG PRESS	02/17/2021	03/15/2021		261.10	261.10	Open	Y
41396	HAGG PRESS	02/16/2021	03/15/2021		150.00	150.00	Open	Y
41417	HARRIS COMPUTER SYSTEMS	02/10/2021	03/15/2021		142.15	142.15	Open	N
41418	HARRIS COMPUTER SYSTEMS	02/10/2021	03/15/2021		60.43	60.43	Open	N
41456	HI TOUCH BUSINESS SERVICES	02/18/2021	03/15/2021		166.38	166.38	Open	N
41457	HI TOUCH BUSINESS SERVICES	02/22/2021	03/15/2021		14.99	14.99	Open	N
41458	HI TOUCH BUSINESS SERVICES	02/18/2021	03/15/2021		17.99	17.99	Open	N
41422	HINSDALE BANK & TRUST COMPANY	02/18/2021	03/01/2021		75,024.95	75,024.95	Open	N
41423	HINSDALE BANK & TRUST COMPANY	02/18/2021	03/01/2021		90,313.82	90,313.82	Open	N
41434	HP PRODUCTS	02/12/2021	03/15/2021		938.62	938.62	Open	N
41451	KONICA MINOLTA PREMIER FINANCE	01/28/2021	03/14/2021		739.00	739.00	Open	N
41419	LANGUAGE IN ACTION, INC	02/26/2021	03/15/2021		240.00	240.00	Open	N
41420	LENNO LASN	03/05/2021	03/15/2021		248.00	248.00	Open	N
41399	McMASTER-CARR	02/23/2021	03/15/2021		26.55	26.55	Open	Y
41455	McMASTER-CARR	03/03/2021	03/15/2021		35.09	35.09	Open	N
41398	MEDIA NUT	02/14/2021	03/15/2021		170.00	170.00	Open	Y
41433	NEXT GENERATION	01/28/2021	03/15/2021		681.25	681.25	Open	N
41443	NICOR GAS	02/08/2021	03/15/2021		1,470.59	1,470.59	Open	N
41416	PFEIFFER'S PEST CONTROL	01/21/2021	03/15/2021		200.00	200.00	Open	N
41453	PIONEER PRESS	02/17/2021	03/15/2021		124.80	124.80	Open	N
41463	ROBBINS SCHWARTZ	01/31/2021	03/15/2021		380.00	380.00	Open	N
41464	ROBBINS SCHWARTZ	01/31/2021	03/15/2021		60.00	60.00	Open	N
41465	ROBBINS SCHWARTZ	01/31/2021	03/15/2021		760.00	760.00	Open	N
41466	ROBBINS SCHWARTZ	01/31/2021	03/15/2021		200.00	200.00	Open	N
41424	RUSSO POWER EQUIPMENT	02/23/2021	03/15/2021		391.51	391.51	Open	N
41425	RUSSO POWER EQUIPMENT	02/15/2021	03/15/2021		710.50	710.50	Open	N

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INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT
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Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
41442	RUSSO POWER EQUIPMENT	02/23/2021	03/15/2021	230.96	230.96	Open	N
41400	SERVICE SANITATION, INC.	02/05/2021	03/15/2021	60.50	60.50	Open	Y
41392	SHAWN MCDONALD	02/26/2021	03/10/2021	300.00	300.00	Open	Y
41426	SONITROL CHICAGOLAND WEST	02/10/2021	03/15/2021	162.00	162.00	Open	N
41427	SONITROL CHICAGOLAND WEST	02/10/2021	03/15/2021	1,410.00	1,410.00	Open	N
41459	SOUTH SIDE CONTROL SUPPLY CO	02/23/2021	03/15/2021	114.59	114.59	Open	N
41402	THE EMPLOYERS ASSOCIATION	02/22/2021	03/15/2021	147.00	147.00	Open	Y
41403	THE EMPLOYERS ASSOCIATION	01/25/2021	03/15/2021	447.00	447.00	Open	Y
41406	THINKGARD LLC	08/01/2020	03/14/2021	699.00	699.00	Open	Y
41407	THINKGARD LLC	09/01/2020	03/14/2021	699.00	699.00	Open	Y
41408	THINKGARD LLC	10/01/2020	03/14/2021	699.00	699.00	Open	Y
41409	THINKGARD LLC	10/31/2020	03/14/2021	699.00	699.00	Open	N
41410	THINKGARD LLC	12/01/2020	03/14/2021	699.00	699.00	Open	N
41411	THINKGARD LLC	01/01/2021	03/14/2021	699.00	699.00	Open	N
41412	THINKGARD LLC	02/01/2021	03/14/2021	699.00	699.00	Open	N
41413	THINKGARD LLC	03/01/2021	03/14/2021	699.00	699.00	Open	N
41454	TYCO INTEGRATED SECURITY LLC	03/06/2021	03/15/2021	272.55	272.55	Open	N
41405	UMB BANK N.A.	02/16/2021	03/15/2021	318.00	318.00	Open	Y
41430	UNITED LABORATORIES	02/18/2021	03/15/2021	652.20	652.20	Open	N
41397	VERIZON WIRELESS	02/15/2021	03/15/2021	1,337.74	1,337.74	Open	Y
41446	VILLA PARK ELECTRICAL SUPPLY	03/02/2021	03/15/2021	304.50	304.50	Open	N
41404	VILLAGE OF OAK BROOK	02/12/2021	03/15/2021	433.01	433.01	Open	Y
41436	WILSON SPORTING GOODS	02/22/2021	03/15/2021	2,126.32	2,126.32	Open	N
41437	WILSON SPORTING GOODS	02/27/2021	03/15/2021	368.20	368.20	Open	N
41428	WINDY CITY NINJAS	02/18/2021	03/15/2021	600.00	600.00	Open	N
# of Invoices:		72	# Due:	72	Totals:	241,632.50	241,632.50
# of Credit Memos:		0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					241,632.50	241,632.50	

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INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT
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Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			24,563.08	24,563.08		
	02 - RECREATION FUND			40,493.16	40,493.16		
	06 - DEBT SERVICE FUND			165,338.77	165,338.77		
	07 - RECREATIONAL FACILITIES FUND			10,482.14	10,482.14		
	08 - SPORTS CORE			695.35	695.35		
	12 - CAPITAL PROJECTS FUND			60.00	60.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	00 - NON-DEPARTMENTAL			18,600.00	18,600.00		
	01 - ADMINISTRATION CORPORATE			6,181.86	6,181.86		
	02 - FINANCE			6,082.71	6,082.71		
	03 - FIELDS			623.33	623.33		
	04 - CENTRAL PARK NORTH			110.87	110.87		
	05 - CENTRAL PARK			3,029.80	3,029.80		
	07 - FOREST GLEN PARK			48.58	48.58		
	09 - DEAN PROPERTY			30.75	30.75		
	10 - PROFESSIONAL SERVICES			1,510.00	1,510.00		
	15 - BUILDING/RECREATION CENTER			11,372.51	11,372.51		
	20 - CENTRAL PARK WEST			1,583.29	1,583.29		
	21 - FITNESS CENTER			3,991.59	3,991.59		
	25 - AQUATIC CENTER			7,096.83	7,096.83		
	26 - AQUATIC-RECREATION PROGRAMS			3,098.73	3,098.73		
	30 - CHILDRENS PROGRAMS			1,600.00	1,600.00		
	31 - PRESCHOOL PROGRAMS			240.00	240.00		
	50 - PIONEER PROGRAMS			300.00	300.00		
	60 - SPECIAL EVENTS & TRIPS			681.25	681.25		
	71 - BUILDING/RACQUET CLUB			7,159.11	7,159.11		
	75 - TENNIS PROGRAMS			2,742.52	2,742.52		
	80 - MARKETING			150.00	150.00		
	94 - DEBT SERVICE FUND			165,338.77	165,338.77		
	95 - CAPITAL PROJECTS FUND			60.00	60.00		

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PAID Warrant 645							
Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
41385	ANNETTE FAVIA	02/23/2021	02/25/2021	31.00	0.00	Paid	Y
41357	CARDMEMBER SERVICE	01/26/2021	02/21/2021	160.00	0.00	Paid	Y
41358	CARDMEMBER SERVICE	01/26/2021	02/21/2021	6,944.17	0.00	Paid	Y
41359	CARDMEMBER SERVICE	01/26/2021	02/21/2021	844.37	0.00	Paid	Y
41360	CARDMEMBER SERVICE	01/26/2021	02/21/2021	793.26	0.00	Paid	Y
41361	CARDMEMBER SERVICE	01/26/2021	02/21/2021	1,287.06	0.00	Paid	Y
41362	CARDMEMBER SERVICE	02/26/2021	02/21/2021	205.88	0.00	Paid	Y
41363	CARDMEMBER SERVICE	01/26/2021	02/21/2021	56.95	0.00	Paid	Y
41364	CARDMEMBER SERVICE	01/26/2021	02/21/2021	319.90	0.00	Paid	Y
41365	CARDMEMBER SERVICE	01/26/2021	02/21/2021	437.18	0.00	Paid	Y
41366	CARDMEMBER SERVICE	01/26/2021	02/21/2021	57.94	0.00	Paid	Y
41367	CARDMEMBER SERVICE	01/26/2021	02/21/2021	275.00	0.00	Paid	Y
41368	CARDMEMBER SERVICE	01/26/2021	02/21/2021	40.00	0.00	Paid	Y
41369	CARDMEMBER SERVICE	01/26/2021	02/21/2021	822.00	0.00	Paid	Y
41370	CARDMEMBER SERVICE	01/26/2021	02/21/2021	360.00	0.00	Paid	Y
41371	CARDMEMBER SERVICE	01/26/2021	02/21/2021	175.35	0.00	Paid	Y
41372	CARDMEMBER SERVICE	01/26/2021	02/21/2021	1,955.28	0.00	Paid	Y
41373	CARDMEMBER SERVICE	01/26/2021	02/21/2021	109.76	0.00	Paid	Y
41374	CARDMEMBER SERVICE	01/26/2021	02/21/2021	43.90	0.00	Paid	Y
41375	CARDMEMBER SERVICE	01/26/2021	02/21/2021	1,436.39	0.00	Paid	Y
41376	CARDMEMBER SERVICE	01/26/2021	02/21/2021	91.50	0.00	Paid	Y
41386	CLARISE FISCHER	02/23/2021	02/25/2021	31.00	0.00	Paid	Y
41387	DIANE PESCE	02/23/2021	02/25/2021	31.00	0.00	Paid	Y
41384	GAIL HASCEK	02/23/2021	02/25/2021	31.00	0.00	Paid	Y
41390	GAIL HASCEK	02/23/2021	02/25/2021	31.00	0.00	Paid	Y
41378	HOME DEPOT CREDIT SERVICES	12/29/2020	02/25/2021	8.72	0.00	Paid	Y
41379	HOME DEPOT CREDIT SERVICES	01/12/2021	02/25/2021	105.87	0.00	Paid	Y
41380	HOME DEPOT CREDIT SERVICES	01/12/2021	02/25/2021	59.94	0.00	Paid	Y
41381	HOME DEPOT CREDIT SERVICES	01/21/2021	02/25/2021	44.45	0.00	Paid	Y
41382	HOME DEPOT CREDIT SERVICES	01/19/2021	02/25/2021	158.10	0.00	Paid	Y
41383	HOME DEPOT CREDIT SERVICES	01/20/2021	02/25/2021	123.88	0.00	Paid	Y
41377	QUADIENT, INC	01/15/2021	02/25/2021	20.00	0.00	Paid	Y
41388	RITA WESTPHAL	02/23/2021	02/25/2021	31.00	0.00	Paid	Y
41389	RITA WESTPHAL	02/23/2021	02/25/2021	31.00	0.00	Paid	Y
41273	VILLA PARK ELECTRICAL SUPPLY	01/14/2021	02/21/2021	50.25	0.00	Paid	Y

of Invoices: 35 # Due: 0
of Credit Memos: 0 # Due: 0

Totals: 17,204.10 0.00
Totals: 0.00 0.00

Net of Invoices and Credit Memos: 17,204.10 0.00

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INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT
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Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			10,737.17	0.00		
	02 - RECREATION FUND			5,218.35	0.00		
	07 - RECREATIONAL FACILITIES FUND			1,248.58	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	00 - NON-DEPARTMENTAL			822.00	0.00		
	01 - ADMINISTRATION CORPORATE			9,879.00	0.00		
	02 - FINANCE			236.95	0.00		
	05 - CENTRAL PARK			538.88	0.00		
	09 - DEAN PROPERTY			133.90	0.00		
	15 - BUILDING/RECREATION CENTER			1,563.61	0.00		
	20 - CENTRAL PARK WEST			44.34	0.00		
	21 - FITNESS CENTER			44.34	0.00		
	25 - AQUATIC CENTER			341.72	0.00		
	30 - CHILDRENS PROGRAMS			360.00	0.00		
	31 - PRESCHOOL PROGRAMS			159.37	0.00		
	32 - YOUTH PROGRAMS			23.97	0.00		
	50 - PIONEER PROGRAMS			95.99	0.00		
	60 - SPECIAL EVENTS & TRIPS			464.28	0.00		
	71 - BUILDING/RACQUET CLUB			158.10	0.00		
	75 - TENNIS PROGRAMS			382.37	0.00		
	80 - MARKETING			1,955.28	0.00		



Oak Brook
Park District
www.obparks.org
1450 Forest Gate Road • Oak Brook, IL 60523-2151
Providing the very best in park and recreational
opportunities, facilities and open lands for our community.

Memo

To: Oak Brook Park District Board of Commissioners
From: Laure Kosey, Executive Director
Date: March 4, 2021
Re: February/March 2021: Communications, IT & Administration

February Board Meeting Follow Up:

Investment Policy

This policy includes all investment options that will benefit the park district.

Request for Proposals for Basketball Court Use

Mike Contreras and Dave have done a great job negotiating with Breakaway Basketball and the use of a basketball court.

March Board Meeting Discussion Points:

Central Park's North Fields

The space north and south of Ginger Creek, east of Hwy 83 and west of Jorie Boulevard will be referred to as Central Park. We need to differentiate the soccer fields within Central Park. Without naming rights at this time, staff is recommending "Founders Fields" for the fields north of Ginger Creek due to the community making this open space a possibility.

IT Report:

Server backup systems were tested for the IT disaster recovery process. This insured that our cloud backup is ready in the event of an emergency. In addition to the test, a new disaster recovery process was written for the Administrative Policies and Procedures Manual.

Additional security was added to fillable forms on the main website. There has been an increase in computer generated spam auto filling the contact forms. The new filter system will figure out if the form was truly filled out by a human and block anything else.

Corporate and Community Relations:

Sponsorships: \$315.75
Advertising: \$0.00
Vendors: \$0.00
In-Kind Donations: \$3,039.23
Oak Brook Park District Foundation: \$2,410.00
Total Amount for February: \$5,764.98

Marketing & Communications Report:

Facebook Analytics

Total Likes: 3,250 (up 28)

Posts: 33

Total Reach (organic and paid): 11,686

Instagram Analytics

Total Followers: 1,296 (up 29)

Posts: 21

Top Post Reach: 208


Twitter Analytics

Total Followers: 1,085 (up 1)

Posts: 20

Top Post Impressions: 180



Post Details


**Oak Brook Park District**
Published by Hootsuite [?] · February 18 ·

This is a sprint triathlon made for anyone! All levels are welcome and encouraged to participate, but it is recommended for people ages 12 and up. Each participant will be assigned a heat based on their estimated 400 meter swim time and confirmations will be sent out the week before the event. Heats start every 20 minutes, beginning at 6 am, with 6 participants per heat. The event time starts when you enter the pool and ends when you cross the finish line. (Only the start and... See More

WHY NOT TRI

MAR 28, 2021



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When you boost this post, you'll show it to more people.

1,657
People Reached

47
Engagements

Boost Post

Performance for Your Post

1,657 People Reached

24 Likes, Comments & Shares

17 Likes	1 On Post	16 On Shares
2 Comments	0 On Post	2 On Shares
5 Shares	5 On Post	0 On Shares

23 Post Clicks

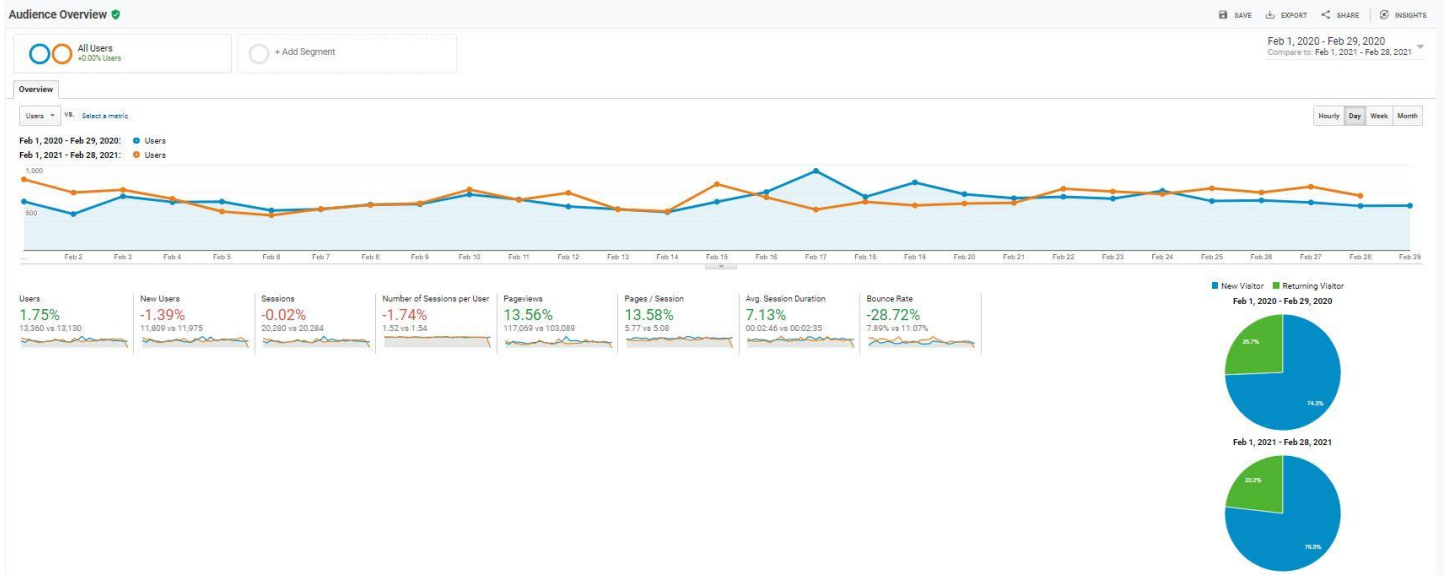
2 Photo Views	11 Link Clicks	10 Other Clicks
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NEGATIVE FEEDBACK

0 Hide Post	0 Hide All Posts
0 Report as Spam	0 Unlike Page

Reported stats may be delayed from what appears on posts

● Page 2



February 2021 Top pages*

1. Obparks.org Winter Lights
2. Winter Lights
3. Reserve
4. Programs/Aquatics
5. Facilities/Family Aquatic Center
6. Facilities/Family Recreation Center
7. Programs/Central Park West
8. Obparks.org/Home
9. Programs/Tennis Programs
10. Obparks.org/Activity Search

February 2021 Top Products*

1. Shooting Stars Basketball Clinic
2. 2021 STARS Swim Team Stroke Clinic – Red Group
3. 2021 STARS Swim Team Stroke Clinic – Blue Group
4. 2021 STARS Swim Team Stroke Clinic – Red Group
5. 2021 STARS Swim Team Stroke Clinic – Blue Group

obparks.org Acquisition Value*

Referral Percentage Values	Feb. 2021	Feb. 2020
Direct:	39.1%	33.1%
Organic Search:	48.3%	57.2%
Social:	5.9%	1.9%
Referrals:	6.7%	7.6%

obparks.org Ecommerce Overview – February 2021*

	February 2020	February 2021
Total Revenue	\$82,936	\$61,282
Transactions:	576	646
	2021	2020
Year to date total	\$119,305	\$162,663



Memo

To: Board of Commissioners and Executive Director, Laure Kosey
From: Marco Salinas, Chief Financial Officer
Date: March 8, 2021
Re: February 2021 Financials

General Fund

We have now completed ten months of our current fiscal year. Year-to-date (YTD) revenues, expenditures, and transfers-out in this fund equal \$2,369,763, \$1,722,921, and \$385,742, respectively. This is resulting in a YTD net surplus of \$261,100; which is a \$96,018 increase over last year's YTD net surplus of \$165,082. Following is additional commentary:

- **Revenues-** Total current YTD revenues are now slightly below budgeted expectations and significantly lower than prior year's YTD actuals. Although property tax revenues have increased approximately \$64,000, daily fee revenue at our Family Recreation Center (FRC) and rental revenue at our Central Park West (CPW) facility have decreased significantly when compared to the prior year. Such revenues currently total \$65,499 and \$9,239, respectively, whereas last year's totals were \$181,502 and \$42,396, respectively. In addition, the temporary suspension of the quarterly overhead revenue allocation is resulting in a \$47,000 decrease in such revenues. On the positive side, outdoor field rentals at our Central Park and Central Park North have increased approximately \$50,000 when compared to the prior year.
- **Expenditures-** Total current YTD expenditures are not only favorable to the annual budget (61%), they have also decreased \$324,552 when compared to the prior year. All departments are either on target or experiencing favorable variances when compared to the budget. We have benefitted from approximately \$167,000 in decreased part-time wage costs and \$28,000 in decreased maintenance costs in our Building-Recreation department. Additionally, our utility costs (electricity, natural gas, water & sewer) across several departments have also decreased due to the temporary closure of our facilities.

Recreation Fund

YTD revenues, expenditures, and transfers out in this fund equal \$1,868,424, \$1,987,720 and \$177,973, respectively. This is resulting in a YTD net deficit of \$297,270, which is an \$895,662 decrease over prior year's YTD net surplus of \$598,392. Following is additional commentary:

- **Revenues-** Similar to our General fund, this fund is also benefitting from an increase in property tax receipts (\$83,375). The majority of the other departments are unfavorable to our budget and/or have experienced significant decreases when compared to the prior year. The primary reason for these decreases is the fact that we had to temporarily suspend our recreational programming and close our facilities due to the COVID-19 pandemic. In total, YTD revenues have decreased \$1,504,547 when compared to the prior fiscal year.
- **Expenditures-** Year-to-date expenditures across the majority of our departments are favorable against the annual budgets and, in total, have decreased \$705,847 when compared to the prior year. The majority of the cost savings are being driven by our Fitness and Aquatics departments where costs have decreased a total of

\$561,575. These departments are benefitting from significant cost savings in part-time wages totaling \$356,000, credit card processing fees totaling \$22,000, and decreases in equipment and washer/dryer repairs, towel supplies, utility costs, training costs and various pool commodity costs. In our Youth Programs department, we have saved \$50,000 in part-time wages and another \$10,000 in camp transportation and various admission costs.

Recreational Facilities Fund (Tennis Center)

YTD revenues and expenses in this fund are currently at \$1,315,924 and \$975,225, respectively. This is resulting in a YTD net surplus of \$339,699; which is a decrease of \$58,738 when compared to last year's YTD net surplus of \$398,438. Following is additional commentary:

- **Revenues-** Total YTD revenues have decreased \$515,669 primarily due to the COVID-19 pandemic. The temporary closure of the tennis center and cancellation of programming earlier in the fiscal year has resulted in a decrease in tennis membership revenue from \$231,544 last year, to \$152,972 in the current year. In addition, daily court time revenues have decreased \$34,577 and private and group lesson revenues have decreased another \$322,000 when compared to last year.
- **Expenses-** Total YTD expenses are favorable against the annual budget and have also decreased \$456,931 when compared to the prior year. One of the primary drivers of this decrease is the \$181,211 reduction in capital expenses. This fund has also benefitted from significant decreases in part-time wages approximating \$193,507. Expenses for staff uniforms, special event supplies, building maintenance and repairs have also decreased.

FINANCE OPERATIONS:

- Nancy submitted information to DuPage County with regards to the annual Statement of Economic Interest filings. She also responded to several requests for information that were submitted under the FOIA.
- Marco completed his review of our existing purchasing policy and has identified various recommended changes to it. He also continued meeting with staff to discuss the requested FY 2021/2022 budgets. The requested budgets will be presented to the Board at the April 2021 Board meeting.

HUMAN RESOURCES:

- Linda assisted in updating several sections of our Administrative Policies manual. She also finalized a draft of a proposed employee expense reimbursement policy that addresses business expenses incurred while working remotely.



Memo

To: Oak Brook Park District Board of Commissioners
From: Dave Thommes, Deputy Director
Date: March 5, 2021
Re: Recreation & Facilities Report

Recreation

- Staff met with Breakaway Basketball to finalize the details of a proposed license and use agreement with the Park District.
- The Park District has formed a Diversity, Equity, and Inclusion Committee that met for the first time in February.
- Nineteen Pioneers enjoyed a Valentine Concert at Central Park West on Thursday. The entertainment was George Holmes and there was a guest appearance by Mickey & Minnie Mouse!
- Over 250 people came out for our Be Our Valentine event that took place at Central Park West. Children had the chance to visit with Minnie and Mickey Mouse, received a special Valentine, spun the Valentine wheel, and had a dance party outside. They also were able to walk the Valentine's Day themed Winter Lights.
- Mike has joined the LatinX SZC committee for IPRA.
- Twenty-five people enjoyed Family Fest on Tuesday night. Families were able to make and decorate snowmen, snowshoe, make s'mores, and walk the Winter Lights.
- Staff met with Commissioner Sulieman to review the ADA Transition Plan.
- A lot of programs started up again in February:
 - Tae Kwon Do has 8 kids registered for the Wednesday and 7 kids for the Saturday class.
 - Private pickleball rentals started again on Thursday mornings. Pickleball Open Play continues to average over 30 players.
 - Multi-Sport After School Camp with 6 participants
 - Preschool Enrichment Classes, Science and Pee Wee sports
- Pioneers programs that took place in February: Trail-kickers, Bridge, Brain Games, Coffee Break, Pioneer movie, Ceramics, and Mah Jongg.

Aquatics

- Swim lessons continue to be popular, with February almost selling out (117/119) and March in a similar situation (109/111). With large waitlists for both months, we are looking to hire new instructor staff.
- Leisure Pool private rentals are a huge hit. February rentals sold out in just over 30 minutes. March rentals sold out in just under 15 minutes.
- Aquatic Egg Hunt will have a different look this year, as we are offering private rental opportunities for families to select who they share the pool with (up to 30 people). There will be 10 slots and the rental will include an egg hunt, gift baskets for the kids, a socially distanced visit from the Easter Bunny, and 90 minutes of exclusive use of the leisure pool. So far, 9 out of 10 are sold.
- Five staff will be renewing or earning their certification as a lifeguard instructor this month as we prepare for the summer hiring rush.
- We have brought back limited Parent-Tot swim lesson opportunities to test interest and feasibility. Feedback has been positive thus far.
- In April, we will take a similar approach to very limited group lessons with very limited 4:1 ratio to begin exploring the feasibility of summer group lessons. If successful in April, we will expand slightly in May and use feedback/experience to build the summer.

- A survey was sent to all Lap Pool users for feedback on user needs and wants. Based on the survey reply, the Lap Pool schedule will undergo a revamp this month that changes many of the 60-minute reservation time slots to 50 minutes and creates 50 new reservation time slots per week. We will not introduce “shared lane reservations” at this time but may explore it in the future, allowing for 2 people to reserve the same lane and share the reservation time slot. Each person would be assigned a specific end of the pool to start/stop at to maintain social distancing requirements.

Fitness

- Fitness, track, and group fitness continue to increase each month.
- 48% of group fitness reservations are in-person, while 52% remain virtual. The cameras for ZOOM classes in the studios have been mounted from the ceiling to accommodate the continued interest in hybrid in-person and virtual classes.
- The Why Not Tri has 15 participants registered and will take place March 28th.

Facilities

- Two baseboard radiant electric heaters were installed in the basement of CPW and a new in-wall electric heater was installed in the CPW stairwell.
- Additional plexiglass barriers were installed at the Front Desk for further COVID protection and compliance.
- Repairs were performed on RTU #6 as well as the aquatic center FAC unit.
- Coordinated and assisted with the annual gymnasium equipment inspections. Repaired 2 gym curtains found to be out of balance.
- Matt and Jim attended JJ Keller webinar on indoor flammable liquid storage.
- Matt assisted with PDRMA insurance adjuster inspection of roof damage claims from heavy snow and ice dams over the FRC and FAC.
- On Sunday, March 14th we will be offering complimentary lemonade and GoGo Squeez to our members and guests.
- On March 22nd, we will be expanding hours of operations and services at the Family Recreation Center. A limited number of showers will be re-opened, while still allowing for social distance. Facility hours will be extended Monday through Thursday, remaining open until 10 am. Fridays, the facility will remain open until 8:30 pm. Saturday and Sunday hours will remain the same, reflecting spring/summer hours.
- The first vendors partaking in the Preferred Vendor Partnership for Central Park West are Windy City Linen, Le Meridien Hotel in Oak Brook, Brianna Kay Creations, and Ryan Brandoff Photography. The one-year partnership agreement is active from March 15, 2021 - March 15, 2022.
- CPW rental availability for summer and fall Saturdays is becoming very limited.
- Kate is in the process of getting certified in Mental Health First Aid. She will be attending a Youth Mental Health First Aid course on March 5th and an Adult Mental Health First Aid on March 31st.



Oak Brook Park District Membership and Usage Statistics 2020

Membership Data							
	July	August	September	October	November	December	Total
Membership Packages	298	93	72	70	55	54	642
Members Activated	547	175	134	123	95	117	1,191
	July	August	September	October	November	December	Total
Fitness Center							
Reservations Made	1,470	2,088	2,187	2,623	2,394	2,729	13,491
Total Reservations Available	3,668	4,214	4,074	4,270	3,642	3,456	23,324
	40%	50%	54%	61%	66%	79%	58%
	July	August	September	October	November	December	Total
Track							Total
Reservations Made	551	685	640	1,021	1,015	1,374	5,286
Total Reservations Available	2,620	3,010	2,980	3,050	2,830	2,880	17,370
	21%	23%	21%	33%	36%	48%	30%
	July	August	September	October	November	December	Total
Group Fitness							
Reservations Made	563	765	816	932	894	652	4,622
Total Reservations Available	1,016	1,392	1,488	1,488	1,656	3,260	10,300
	55%	55%	55%	63%	54%	20%	45%
	July	August	September	October	November	December	Total
Total Usage*							
	5,055	4,618	3,555	3,964	4,284	4,283	17,192

Notes: Tier 3 began Nov 20

Reduced fitness reservations from 14 per hour to 12 per hour

Virtual group fitness began- increasing availability to 20 per class instead of 8/ no classes Nov 20/21, Dec 25, 25, 31, Jan 1

Closed Thanksgiving

Closed Christmas

Reduced hours on Dec 24 and 31

***Total Usage includes all ACTIVE transactions (sales, check ins, memberships, lockers, and other misc)**

Fitness, track and group fitness reports are from UPACE



Oak Brook Park District Membership and Usage Statistics 2021

Membership Data							
	January	February	March	April	May	June	
Members Packages**	63	69					774
Members Activated**	113	120					1424
Reservations Made							
	January	February	March	April	May	June	Total
Fitness Center							
Reservations Made	3,340	3,374					6,714
Total Reservations Available	4,485	5,460					9,945
	74%	62%					68%
	January	February	March	April	May	June	Total
Track							Total
Reservations Made	1,887	1,853					3,740
Total Reservations Available	2,900	2,730					5,630
	65%	68%					66%
	January	February	March	April	May	June	Total
Group Fitness							
Reservations Made	880	1,019					1899
Total Reservations Available	3,756	4,792					8,548
	23%	21%					22%
Total Usage*	January	February	March	April	May	June	Total
	4,997	5,646					10,643

Notes:

****Total new/renewed as of 7/2020**

Closed January 1st

Classes in person began Jan 25

Classes also offered virtually

Fitness Reservations increased to 20 on January 21

For February 48% of group fitness was live attendance and 52% virtual

***Total Usage includes all ACTIVE transactions (sales, check ins, memberships, lockers, and other misc)**

Fitness, track and group fitness reports are from UPACE



Oak Brook Park District Aquatic Center Usage and Revenue

February Usage			
	Reservations*	Member Visits	Rentals
Splash Island	0	Front	0
Leisure Pool	879	Desk	16
Lap Pool	1,092	Check-In	24
Total	1,971	N/A	40

*Reservations cancelled removed from count

February Usage				
	Reservations	Rentals	Programming	Total
	<i>now</i>			
February 1-7	<i>collected</i>	\$2,501.25	\$4,859.09	\$7,360.34
February 8-14	<i>at</i>	\$2,501.25	\$4,859.09	\$7,360.34
February 15-21	<i>front</i>	\$2,501.25	\$4,866.09	\$7,367.34
February 22-28	<i>desk</i>	\$2,501.25	\$4,866.09	\$7,367.34
Total	\$0.00	\$10,005.00	\$19,450.36	\$29,455.36

February Programming			
	Availability	Registrations	Revenue
Fluid Running	68	53	\$3,233.53
Fluid Running Drop-In	0	5	\$100.00
Masters*	24	7	\$459.76
STARS Stroke Clinic	48	47	\$3,167.32
Private Lessons	119	117	\$12,489.75
Total			\$19,450.36



Oak Brook Park District Aquatic Center Party Statistics

2021 Aquatic Party Statistics													
Total # Parties	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Splash Birthday	0	0											0
Super Splash Birthday	0	0											0
Group (by day)	0	0											0
Private (indoors only)	9	16											25
Private (indoor/outdoor combo)	0	0											0
Splash Island Birthday	0	0											0
Camp Rentals	0	0											0
Lane Rental (lap only)	20	24											44
Scout	0	0											0
Total # Parties	29	40	0	0	0	0	0	0	0	0	0	0	69

2020	22	32	15	0	0	0	44	48	44	44	32	31	312
2019	37	25	44	36	46	53	52	38	20	27	37	25	440



Oak Brook Park District Athletic Fields Rental Report

Athletic Field Usage 2019/2020 Fiscal Year Evergreen Bank Group Athletic Field

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	19/20 YTD	18/19 YTD
Hours	192	190	153	142	192	178	69	32	0	13.5	36.5	0	1,197	1,307
Revenue	\$13,832	\$12,280	\$6,813	\$11,885	\$17,585	\$16,962	\$6,568	\$3,308	\$0	\$1,163	\$2,763	\$0	\$93,156	\$101,248

Athletic Field Usage 2019/2020 Fiscal Year Natural Grass Soccer Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	19/20 YTD	18/19 YTD
Hours	254	251	161	153	163	141	6	0	0	0	0	0	1,128	971
Revenue	\$10,650	\$8,338	\$3,150	\$4,838	\$7,075	\$8,697	\$150	\$0	\$0	\$0	\$0	\$0	\$42,897	\$17,263

Athletic Field Usage 2019/2020 Fiscal Year Baseball Fields

	May	June	July	August	September	October	November	December	January	Feb	March	April	19/20 YTD	18/19 YTD
Hours	155	200	167	101	153	65	0	0	0	0	0	0	841	572
Revenue	\$3,487	\$3,997	\$1,036	\$1,633	\$6,438	\$6,678	\$0	\$0	\$0	\$0	\$0	\$0	\$23,268	\$5,719

Grand Total Hours:	3165	2850
Grand Total Revenue:	\$159,321	\$124,230

Athletic Field Usage 2020/2021 Fiscal Year Evergreen Bank Group Athletic Field

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	20/21 YTD	19/20 YTD
Hours	0	162	165	161	193	190	109	98	25	0			1,102	1,197
Revenue	\$0	\$603	\$51,866	\$5,338	\$5,920	\$16,210	\$5,763	\$10,323	\$2,245	\$0			\$98,266	\$93,156

Athletic Field Usage 2020/2021 Fiscal Year Natural Grass Soccer Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	20/21 YTD	19/20 YTD
Hours	0	2,189	2,385	2,078	2319	2,401	429	0	0	0			11,800	1,128
Revenue	\$0	\$14,658	\$72,990	\$28,358	\$25,528	\$22,385	\$3,498	\$0	\$0	\$0			\$167,415	\$42,897

Athletic Field Usage 2020/2021 Fiscal Year Baseball Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	20/21 YTD	19/20 YTD
Hours	0	274	224	157	211.25	208	40	0	0	0			1,113	841
Revenue	\$0	\$4,600	\$3,886	\$1,725	\$5,520	\$16,215	\$1,873	\$0	\$0	\$0			\$33,818	\$23,268

YTD Total Hours:	14015	3166
YTD Total Revenue:	\$299,499	\$159,321

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Oak Brook
Park District
www.obparks.org
1450 Forest Gate Road • Oak Brook, IL 60523-2151
Providing the very best in park and recreational
opportunities, facilities and open lands for our community.

Memo

To: Board of Commissioners
From: Bob Johnson, Director of Parks and Planning
Date: March 8, 2021
Re: Board Report

- Winter fleet service and repair is approximately 75% complete. Staff are performing both routine and preventative maintenance on equipment and vehicles, and making necessary repairs.
- Removal of the winter lights is nearly complete. The equipment is being stored in the basement of CPW and in the Parks Department garage.
- Staff is beginning spring cleanup in the parks. Winter damage to the landscaping is being assessed. There are a number of pot-holes that will be repaired throughout Central Park in the coming days and weeks.
- Ice damming in recent weeks resulted in roof leaks at the Parks garage. Staff is coordinating the repairs with a contractor and insurance adjuster.
- The ice rink is likely closed for the season due to increasing temperatures. The sled hill is currently closed for lack of snow.
- Please see the agenda history regarding the 2021 mowing bid.



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION NO. 21-0315: A RESOLUTION OF THE OAK BROOK PARK DISTRICT APPROVING AND ADOPTING AMENDMENTS TO SECTION 4.9 INVESTMENT POLICY OF THE ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

AGENDA No.: 7. A.

MEETING DATE: MARCH 15, 2021

STAFF REVIEW: Chief Financial Officer, Marco Salinas:

A handwritten signature in black ink, appearing to read "Marco Salinas".

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

A handwritten signature in black ink, appearing to read "Laure Kosey".

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY)

The Park District's investment policy was last updated on January 16, 2017. While reviewing our existing investment policy, staff identified several proposed changes that, if enacted, will afford the District the ability to expand its investment options and clarifies the roles of existing personnel. Additionally, the proposed changes add language that is required under the Illinois Sustainable Investing Act.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

The accompanying proposed changes to the District's investment policy reflect 2018 amendments carried-out to the Illinois Public Funds Investment Act, expands the types of investments that the District may invest in, and updates various other sections of the policy. The accompanying proposed Investment Policy also incorporates additional language identified by our legal counsel as a result of their review.

ACTION PROPOSED:

A Motion (and a second) to approve Resolution No. 21-0315: A Resolution of the Oak Brook Park District approving and adopting amendments to section 4.9 Investment Policy of the Administrative Policies and Procedures manual.

RESOLUTION NO. 21-0315

A RESOLUTION OF THE OAK BROOK PARK DISTRICT APPROVING AND ADOPTING AMENDMENTS TO SECTION 4.9 INVESTMENT POLICY OF THE ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

WHEREAS, the Oak Brook Park District (the “Park District”) previously adopted an investment policy pursuant to the Public Funds Investment Act, 30 ILCS 235/1 *et seq.* (the “Investment Policy”);

WHEREAS, the Illinois Sustainable Investing Act, 30 ILCS 238/1 *et seq.*, effective January 1, 2020 (the “Sustainable Investing Act”), requires the Park District to develop, publish, and implement sustainable investment policies applicable to the management of all public funds under its control;

WHEREAS, in accordance with the Sustainable Investing Act, 30 ILCS 238/15, the Park District may amend its Investment Policy to incorporate such sustainable investment policies;

WHEREAS, since the Investment Policy was last amended, in addition to the Sustainable Investing Act, various other laws, regulations, events and circumstances have necessitated substantial substantive changes to the Investment Policy; and

WHEREAS, the Oak Brook Park District Board of Park Commissioners has determined, and hereby declares, that it is necessary and in the best interests of the Park District and its residents to modify its current Investment Policy, as set forth in Exhibit A, attached to and incorporated as part of this Resolution by reference, in order to ensure compliance with the Sustainable Investing Act and various other laws, regulations, events and circumstances.

NOW, THEREFORE, BE IT RESOLVED BY THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: Incorporation of Recitals. The foregoing recitals are incorporated by reference as though fully set forth herein, and all provisions of this Resolution shall be construed, interpreted, and enforced in accordance therewith.

SECTION TWO: Approval and Adoption of Amended Investment Policy. The Oak Brook Park District Board of Park Commissioners hereby approves and adopts the amended Investment Policy as set forth in Exhibit A, attached to and incorporated as part of this Resolution by reference.

SECTION THREE: Severability and Repeal of Inconsistent Resolution. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All ordinances, resolutions or policies in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR: Effective Date. This Resolution shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

PASSED AND APPROVED THIS 15th day of March, 2021

Roll Call Vote:

AYES: _____

NAYS: _____

ABSENT: _____

By: _____

Sharon Knitter, President Board of Park Commissioners

ATTEST:

Laure Kosey, Secretary Board of Park Commissioners

EXHIBIT A

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4.9 INVESTMENT POLICY

1. SCOPE

The purpose of the Investment Policy is to establish investment guidelines for officials and personnel responsible for the financial management of Park District Funds. This applies to the investments of all [Park District](#) funds, including the following:

- General Corporate Fund
- Recreation Fund
- Illinois Municipal Retirement Fund
- Liability Insurance Fund
- Audit Fund
- ~~1989~~ Debt Service Fund
- Recreational Facilities Fund
- Sports Core Fund
- Special Recreation Fund
- Capital Projects Fund
- Social Security Fund
- ~~Capital Projects Fund~~
- ~~Tennis Center/Operations & Maintenance~~
- Any New Fund Created by the Park District

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All funds will be invested in compliance with 30 ILCS 235/0.01 et seq. ("Public Funds Investment Act"), ~~and~~ the Investment Guide for Illinois Local Governments.

2. MAIN OBJECTIVES

The Park District's main investment objectives shall include the following:

- Preservation of investment principal. ~~investments~~
- Compliance with all legal requirements.
- Maintain sufficient liquidity to meet operating needs.
- Obtain the best possible return while keeping the safety of principal as the primary concern.
- Preference for investment of funds with ~~to~~ those institutions located within the Village limits of Oak Brook; provided that investment shall not be limited in scope or nature to those institutions.

EXHIBIT A

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3. AUTHORIZED INVESTMENTS

The Park District may invest in any type of security allowed by Illinois law; however, the following investment instruments are the only investments that the Park District will consider for investment purposes at this time, absent changes to this policy, ~~to wit:~~

- ~~Interest bearing savings accounts, interest bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act, provided that said bank is United States Banks and are insured by the Federal Deposit Insurance Corporation~~Certificates of Deposit
- Repurchase Agreements ~~of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act. Such government securities shall be either registered or inscribe in the District's name or shall be purchased through banks or trust companies authorized to do business in the State of Illinois.~~
- ~~Bonds, notes, certificates of indebtedness, United States Treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest.~~
- ~~Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to the following obligations: a) bonds, notes, certificates of indebtedness, treasury bills, treasury strips, or other securities, which are guaranteed by the full faith and credit of the government of the United States of America; or b) bonds, notes, debentures or other similar obligations of the United States of America, its agencies, and its instrumentalities and to agreements to repurchase such obligations.~~Accounts
- ~~Illinois Public Treasurers' Investment Pool, or other Public Treasurers' Investment Pool -created under Section 17 of the State Treasurer Act~~
- ~~Bonds, notes, debentures or other similar obligations of the United States of America, its agencies, and its instrumentalities~~
- ~~Obligations of corporations organized in the United States with assets exceeding \$500,000,000, and rated at one of the three highest classifications by at least two standard rating services at the time of purchase. Such obligations must mature no later than three years from the date of purchase and must not exceed 10% of the corporation's outstanding obligations. Additionally, no more than one-third of the District's funds may be invested in short term obligations of the corporations.~~

~~No investment shall exceed one year.~~ Investment maturity shall depend on whether the funds being invested are needed for current or future expenditures. The determination of investment maturity shall be the responsibility of the Chief Financial Officer.

EXHIBIT A

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4. STANDARD OF CARE

The standard of prudence to be used by the investment manager in the context of managing the overall portfolio shall be the prudent ~~person~~~~investor~~ rule, which states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The ~~Chief Financial Officer~~~~Treasurer~~ and staff, acting within the standard stated above and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported as soon as practical to the ~~Finance Committee or~~ Park Board and that appropriate action is taken to control adverse developments.

5. INVESTMENT GUIDELINES

The Chief Financial Officer shall establish written investment policy procedures for the operation of the investment program consistent with this ~~investment~~ ~~P~~olicy. The procedures should include reference to safekeeping, wire transfer agreements, banking service contracts, collateral depository agreements and repurchase agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Chief Financial Officer.

EXHIBIT A

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6. DIVERSIFICATION POLICY

In order to avoid over concentration of investments in securities from a specific issuer or business sector (excluding U.S. Treasury securities), the Park District shall not exceed the following diversification limits unless specifically authorized by the Board of Park Commissioners.

Monies deposited at a financial institution shall not exceed 75% of the capital stock and surplus of that institution.

Investment in the public treasurer's investment pool shall not exceed 75% of the investment portfolio.

Repurchase agreement shall not exceed 25% of the investment portfolio, and shall not exceed 10% of the portfolio with any institution.

7. COLLATERAL AND SAFEKEEPING GUIDELINES

All investments made with financial institutions must be collateralized through third party institutions for investments exceeding the \$~~250100~~250,000.00 limit. Proper documentation, as reviewed by the Park District attorney, will be required from all third-party institutions.

Certificates of Deposit shall be collateralized 105% of the amount exceeding FDIC coverage. Other investments shall be collateralized by the actual security held in safekeeping by the primary agent.

Investment securities shall be delivered by either book entry or physical delivery and held in safekeeping by the institution. The institution shall issue a safekeeping receipt to the Park District listing the specific instrument, rate, maturity and other pertinent information.

8. POLICY FOR ESTABLISHMENT OF A SYSTEM OF INTERNAL CONTROLS

The Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Park District are protected from fraud, error, misrepresentation, loss, theft, cyber-crime, imprudent actions, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept offers reasonable assurance and recognizes that (1) the cost of the control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits require estimates and judgments by management.

Accordingly, the Chief Financial Officer shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures.

EXHIBIT A

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The internal controls shall address the following points:

- Control of collusion;
- Separation of transaction authority from accounting and bookkeeping;
- Custodial safekeeping;
- Avoidance of physical delivery securities;
- Clear delegation of authority to subordinate staff members;
- Written confirmation of telephone transactions for investment and wire transfers; and
- Development of a wire transfer agreement with the lead bank and third-party custodian.

9. CHIEF INVESTMENT ~~INVESTMENT~~ OFFICER AND FINANCE COMMITTEE

The establishment of investment policies is the responsibility of the Park District Board. The Chief Financial Officer is designated as the ~~i~~investment ~~Officer~~manager for the Park District ~~under the direction of the Park District's Finance Committee~~ and is responsible for the investment activities for the Park District. The Chief Financial Officer shall develop and maintain internal controls and written administrative procedures for the operation of the investment program consistent with this policy.

~~The Finance Committee shall be comprised of the Park District Treasurer, who will be the Chairperson, the Chief Financial Officer, a Park Commissioner (other than the Treasurer, if the Treasurer happens to be a Park Commissioner) and/or any other individual(s) that may be so designated by the Park Board.~~

10. PERFORMANCE MEASURES

The investment portfolio will be managed in accordance with the parameters specified within this policy. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. Portfolio performance should be compared to appropriate benchmarks on a regular basis.

Market Yield (Benchmark)

The Park District's investment strategy is passive. Given this strategy, the basis used by the Chief Financial Officer to determine whether market yields are being achieved shall be the three- month U.S. Treasury Bill.

EXHIBIT A

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11. POLICY ESTABLISHING PERIODIC REVIEW OF THE INVESTMENT PORTFOLIO

~~The Finance Committee shall meet on a quarterly basis to review the investment portfolio for safety, liquidity, rate of return, diversification and general performance. The meeting shall be held the last Monday of the quarter.~~

Investments shall be reported to the Park Board through the monthly Treasurer's Report, listing all pertinent information for their review, including the portfolio's effectiveness in meeting the Park District's needs for safety, liquidity, rate of return, diversification and its general performance. The Park Board may require additional reporting from time to time to review securities held by the Park District for possible future investments.

12. POLICY ESTABLISHING QUARTERLY WRITTEN REPORTS OF INVESTMENT ACTIVITIES

The Chief Financial Officer~~Committee~~ will submit a quarterly written report to the Board of Commissioners and the Executive Director. The reports shall include information regarding securities in the portfolio by class and type, book value, ~~income earned~~income earned and market value as of the report date.

13. SELECTION OF INVESTMENT ADVISORS, MONEY MANAGERS AND FINANCIAL INSTITUTIONS

The Chief Financial Officer will maintain a list of financial institutions authorized to provide investment services. No public deposit shall be made except in a qualified depository as established by state statutes.

All financial institutions who desire to become qualified bidders for investment transactions must supply the Chief Financial Officer~~Finance Manager~~ with the following:

- audited financial statements;
- proof of state registration; and
- certification of having read the Park District's investment policy.

~~An annual review of the financial condition and registration of qualified financial institutions will be conducted by the Finance Manager.~~ A current audited financial statement must be on file for each financial institution through which the Park District invests.

EXHIBIT A

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14. ETHICS AND CONFLICTS OF INTEREST POLICY

Individuals involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose any material interest in financial institutions with which they conduct business. In addition, such individuals shall disclose any personal financial/investment positions that could be related to the performance of the Park District. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the District.

15. ILLINOIS SUSTAINABLE INVESTING ACT

In the process of evaluating investment decisions, the Chief Financial Officer and Park Board of Commissioners shall regularly consider material, relevant and decision-useful sustainability factors, within the bounds of financial and fiduciary prudence, as defined provided under and pursuant to the Illinois Sustainable Investing Act. Such factors include, but are not limited to:

- Corporate governance and leadership factors;
- Environmental factors;
- Social capital factors;
- Human capital factors; and
- Business model and innovation factors.

15.16. AMENDMENTS

This policy shall be reviewed from time to time and revisions shall be presented to the Board of Commissioners for its~~their~~ approval.

16.17. CONFLICT

In the event of ~~any~~ conflict between any provision of this policy and any federal, state or local law, the provision of the federal, state or local law ~~the Illinois Revised Statutes on case decisions of the State of Illinois, then the statutes and case law decisions shall govern and control~~ prevail.



Treasurer

EXHIBIT A

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Approved: April 8, 1991

Amended: November 14, 1994 Amended: August 11, 1997

Amended: December 13, 1999

Amended: May 18, 2015

Approved by Board of Commissioners May 18, 2015

Revised 1-16-17



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: TURF GRASS MOWING BID

AGENDA No.: 7B

MEETING DATE: MARCH 15, 2021

STAFF REVIEW:

Director of Parks and Planning, Bob Johnson:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

ITEM HISTORY(PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

At the March 19th 2018 Board Meeting, the Board accepted a bid from Classic Landscape, Ltd. for Turf Mowing Services and entered into an agreement for turf grass mowing services until March 31, 2019. Section 2 of the contract provided that the contract could be extended for up to two additional years to March 31, 2021, upon the approval by the District and Classic Landscape, Ltd.

In March of 2019, the District approved extending the contract for an additional year, which expired March 31, 2020, and was subsequently renewed again as allowed by the contract, for one final year ending March 31, 2021.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

The Park District solicited bids from qualified mowing contractors for the 2021 season, and they were opened on February 26, 2021. A total of five bids were received. The lowest responsible bidder is Integrity Landscaping, Inc. with a weekly cost of \$1,580.

ACTION PROPOSED:

A motion (and a second) to accept the bid from, and approve a contract with, Integrity Landscaping, Inc. for turf grass mowing services as outlined in the bid form, for a total contract price not-to-exceed \$63,200.

Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

Turf Grass Mowing Bid

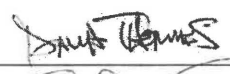
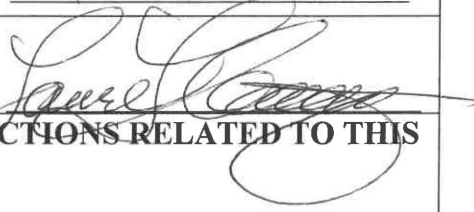
Bid Opening 2-26-21, 10:30 am

Bids were opened in the order of receipt.

											Budget
											Calculation
Contractor	A#1	Bond	Certs	Refs	Mowing Cost per Mow						40 Mows
Beary Landscape Management, Inc. 15001 W 159th Street Lockport, IL 60491 815-838-4100	y	y	y	y	\$1,200.00	\$150.00	\$300.00	\$50.00	\$100.00	\$1,800.00	\$72,000.00
Balanced Enviroments Inc. 17950 W. IL Route 173 Old Mill Creek, IL 60083 847-395-7120	Y	Y	Y	Y	\$1,969.04	\$500.79	\$315.86	\$57.00	\$418.61	\$3,261.30	\$130,452.00
McFarlane Douglass & Companies 143 Tower Drive Burr Ridge, IL 60527 630-325-5335	y	y	y	y	\$1,950.00	\$345.00	\$375.00	\$245.00	\$225.00	\$3,140.00	\$125,600.00
Integrity Landscaping, Inc. 226 Monee Road Park Forest, IL 60448 708-431-1272	n	y	y	y	\$1,148.00	\$112.00	\$230.00	\$30.00	\$60.00	\$1,580.00	\$63,200.00
Classic Landscape, Ltd. 3 N 471 Powis Road West Chicago, IL 60185 630-513-1313	y	y	y	y	\$1,224.00	\$153.00	\$198.00	\$56.00	\$83.00	\$1,714.00	\$68,560.00



Oak Brook Park District

BOARD MEETING AGENDA ITEM –HISTORY/COMMENTARY	
ITEM TITLE: RFP FOR LICENSE AND USE OF THE BASKETBALL COURTS	AGENDA NO.: 7 C MEETING DATE: MARCH 15, 2021
STAFF REVIEW: Deputy Director, Dave Thommes: 	
RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey: 	
ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS): <p>The Oak Brook Park District recently published a request for proposals from organizations whose purpose is to provide high quality sports/recreational training and development, league play, and if applicable, tournament competition to license and use a portion of the real property known as The Family Recreation Center Basketball Courts. With these proposals, the Park District anticipated that the successful applicant will (i) make a capital contribution to the upkeep and improvements of the Courts; (ii) consult with the Park District on the program elements; (iii) utilize the Courts to deliver high quality sports/recreation instruction and coaching, league play and, if applicable, tournament play to and for Oak Brook area residents.</p> <p>This request for proposals was published on January 14th, 2021 and proposals were to be submitted by January 24th, 2021. Breakaway Basketball and Knights Travel Basketball were the two organizations that submitted proposals. Park District staff met to evaluate each proposal based on the above criteria and ranked each proposal. Park District staff met with Breakaway Basketball, who has been utilizing space at the Park District for the last 7 years. Breakaway Basketball is the largest skill development program in Illinois and offers training for over 8000 players a year while partnering with over 300 travel teams to provide in-season skill development training.</p> <p>Staff is currently negotiating Breakaway's proposal in order to create a balanced gymnasium schedule between Breakaway, Park District Programs, Gateway Special Recreation and other external rentals.</p> <p>An agreement for the License and Use has been developed and reviewed by the attorneys of the District and Breakaway, which is on the pages that follow.</p>	
ACTION PROPOSED: Motion and a second to approve the License and Use Agreement between the Oak Brook Park District and Breakaway Basketball, Inc., upon attorney review and approval.	

**LICENSE AND USE AGREEMENT
OAK BROOK PARK DISTRICT-- BREAKAWAY
BASKETBALL INC.**

This LICENSE AGREEMENT (“**Agreement**”) is made as of this ____ day of _____, 2021 (“Effective Date”), by and between the OAK BROOK PARK DISTRICT, DuPage County, Illinois, an Illinois park district (“**District**” or “**Park District**”), and BREAKAWAY BASKETBALL INC., an Illinois corporation (“**Licensee**”). District and Licensee are hereinafter sometimes referred to individually as a “**Party**,” and together as the “**Parties**.”

RECITALS

- A. District owns, operates, manages, and controls three (3) basketball courts located within the District’s Family Recreation Center located at 1450 Forest Gate Rd., , Oak Brook, Illinois,)(“Family Recreation Center Basketball Courts ” or “**Courts**”).
- B. District has identified dates and times when all or certain Courts, including those more particularly described below, will not be needed or useful for District purposes.
- C. Licensee is organized for the purpose of promoting the healthy physical and mental development of youth residing in Oak Brook and surrounding communities through basketball.
- D. On January 14, 2021, District published a request for proposals (“**RFP**”), seeking proposals from entities that provide high-level basketball play, training, coaching, and games, to area youth to provide said programming at the Family Recreation Center Basketball Courts for the benefit of the youth of Oak Brook and surrounding communities.
- E. In its proposal, Licensee represented to the District that:
 - i. it is an experienced operator and manager of a highly rated youth basketball program, fully capable of providing the highest quality basketball instruction, practice and league play, as well as less competitive development leagues, programming, camps and clinics on the Courts.
 - ii. it is the largest skill development program in Illinois, training over 8,000 players a year and partnering with over 300 travel teams to provide in-season skill development training
 - iii. it provides basketball-related athletic and sports opportunities to students in grades K-12, many of whom are residents of District,

and has in the past used District parks and facilities on an informal basis to provide its services.

- F. The Board of Park Commissioners of the District (“**Park Board**”) has determined that the best interests of the District and the public will be served by the grant of a license to Licensee to use those portions of Family Recreation Center Basketball Courts at the times and dates identified below for the purposes designated herein and at such times as are set forth in this Agreement, in exchange for good and valuable consideration.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into this Agreement, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith. All exhibits referenced herein are hereby incorporated into and made a part of this Agreement.

2. **License Granted; Licensed Uses.** Subject to the terms and conditions of this Agreement, District hereby grants Licensee, and Licensee hereby accepts and agrees to exercise, during the term of this Agreement, the following rights and privileges (“**License**”):

- (a) the exclusive right to use Family Recreation Center Basketball Courts where located and described on the Site Plan (“**Site Plan**”) attached to this Agreement as **Exhibit A**, and only on the dates and during the times set forth in the “**Master Use Schedule**,” attached to this Agreement as **Exhibit B**, for the sole and limited purposes of conducting the basketball programming, training, practice, games and league play set forth in **Exhibit B**, as approved by the District pursuant to the procedures and schedules set forth herein;
- (b) the non-exclusive right to general parking at the Family Recreation Center;



The foregoing portions of Family Recreation Center Basketball Courts a that Licensee has the right to use as shown on the Site Plan are hereinafter collectively referred to as the “**Licensed Property**” and the foregoing rights of use and access are hereinafter sometimes collectively referred to as the “**Licensed Uses.**” Licensee shall not use the Licensed Property for any activities or uses except the Licensed Uses, without District’s prior written consent. District reserves and shall have the right to use and to permit others including members of the general public to use the Licensed Property at any time that it is not in use by Licensee, whether as set forth in the Master Use Schedule, attached hereto as **Exhibit B**, or pursuant to notice from Licensee as hereinafter provided.

Licensee shall notify District if Licensee will not be using any portion of the Licensed Property which Licensee is scheduled to use under the Master Use Schedule (“**Scheduled Use**”). Such notice shall be given as far in advance of the Scheduled Use as is practicable by telephone and in accordance with the **notice provision in Paragraph 23 of this Agreement**, it being the intent of the Parties that the Licensed Property may be used by District or by third parties, including the general public as authorized by District, whenever it is not in use by Licensee, notwithstanding that it was made available to Licensee under the Master Use Schedule.

3. Term of License. The initial term of this Agreement shall commence upon May 1, 2021 (“License Commencement Date”) and shall, unless **terminated earlier as provided pursuant to Paragraph 21** of this Agreement, run for a continuous period of five (5) years, , ending on April 30, 2026 (“Initial Term”). Any agreement to extend the License term beyond the Initial Term shall be upon the same terms and conditions stated in this Agreement, unless otherwise agreed by the Parties. On or before May 1, 2025, the Parties agree to enter into discussions regarding extension of the license granted hereunder. Neither Party shall have the exclusive right to extend or renew this Agreement or the License granted herein.

4. License Fees and Capital Contribution Fees.

(a) Fees Generally: Breakaway shall pay to the Park District fees the following fees set forth in Table A as and for consideration for its use of the Licensed Property:

Table A

	<u>License Fee</u>	<u>Sponsorship</u>	<u>Get Better League</u>	<u>Energize Sports</u>	<u>Foundation Clinics</u>
2021 - 2022	\$119,288.00	\$10,000.00	40% of total registration	30% of total registration	100% of proceeds to Oak Brook Park District Foundation
2022 - 2023	\$119,288.00	\$10,000.00	40% of total registration	30% of total registration	100% of proceeds to Oak Brook Park District Foundation
2023 - 2024	\$119,288.00	\$10,000.00	40% of total registration	30% of total registration	100% of proceeds to Oak Brook Park District Foundation
2024 - 2025	\$124,060.00	\$10,000.00	40% of total registration	30% of total registration	100% of proceeds to Oak Brook Park District Foundation
2025 - 2026	\$124,060.00	\$10,000.00	40% of total registration	30% of total registration	100% of proceeds to Oak Brook Park District Foundation

(“Fees”).

(b) License Fees: Breakaway shall pay each year's License Fees as set forth in Table A in monthly installments with each installment being equal to 1/12th of the total annual License Fee amount, beginning on May 1st of each year of the term.

(c) Sponsorship: Licensee shall pay the Park District each year's Sponsorship Fee in full on May 1st of each year of the Term.

(d) Get Better League: Licensee shall pay the Park District each year's Get Better League Fee within seven (7) days following closure of the program's registration period.

(e) Energize Sports: Licensee shall pay the Park District each year's Energize Sports Fee within seven (7) days following closure of the program's registration period.

(f) Foundation Clinics: Licensee shall pay the Park District each year's Foundation Clinics within seven (7) days following closure of the program's registration period.


(g) Additional Capital Contributions: Licensee shall pay to District additional capital contributions upon mutual agreement of the amounts and the purposes therefor.

(h) Equipment Fee: Licensee shall pay to the District a sum not to exceed \$6,500 to replace the District's existing motorized suspended ceiling gymnasium equipment, payable not later than December 31, 2021.

5. **Marketing, Sponsorships and Naming Rights.** The names "Family Recreation Center Basketball Courts" and any associated names, logos, trademarks or copyrights are the property of the District (the "**District Marks**"). Licensee may be granted a non-exclusive right to use the District Marks in conjunction with providing the uses, services, and benefits upon prior written approval of the District. Any Licensee use of the District Marks shall be non-assignable and nontransferable, shall inure solely to the benefit of the Park District, and shall cease upon termination or expiration of this Agreement for any reason. The District will provide normal promotion and mention of Licensee's services in its publications. Any additional advertising of Licensee's services by the District may be done by the District in its discretion at Licensee's expense.

6. **Rights and Duties.**

(a) Licensee Duties:


- i. Licensee shall pay the District for all utility costs. Any alteration desired by Licensee shall occur only after Licensee has received prior written approval from the Park District of the plans, specifications and terms under which said alterations are to be constructed. Any and all costs, risks liabilities, expenses, and losses arising in any manner from construction of any alterations shall be the sole responsibility and expense of Licensee,
- ii. The District will provide . Licensee shall provide any and all additional equipment necessary to conduct its programming.

- iii. Licensee shall provide District with audited Financial Statements on an annual basis not less than thirty (30) days following each annual anniversary of the License Commencement Date; provided that in the event Licensee is unable to complete its audited annual Financial Statements by such date, the District shall agree to an extension for good cause shown.
- iv. Licensee shall not install or place any equipment on Park District property outside of the Licensed Property without the District's prior approval.
- v. Licensee shall clearly display its company name and logo at the Licensed Property to distinguish itself from the District; provided that all signage and signage location shall be approved by the District in its sole discretion prior to installation. District's signage shall be primary on all signage.
- vi. Licensee will conduct authorized programming as described herein on the Licensed Property during the Hours of Operations set forth in the Master Schedule. Licensee shall also work with the District's existing recreational programs and District staff to provide a quality training and development experience to a wide range of participants.
- vii. Licensee will provide a summary of the offering of programs, services, uses and benefits that it has provided at the end of each season (along with prices including taxes if applicable). The summary should include specific league information, coaching clinics, exhibitions, tournaments, merchandising, concessions, if applicable, and any and all other uses, services and benefits.
- viii. Licensee shall provide qualified and sufficient staffing for all operations. Licensee shall provide additional staff during large events held at the Licensed Property such as tournaments, exhibitions, special events, and other events.
- ix. Licensee agrees that Licensee's personnel shall provide services in a courteous, business-like and efficient manner. Designated Park District employees may require individual Licensee personnel to modify behavior if such behavior is determined to be in violation of this Agreement, District policies or applicable law. Licensee's staff should appear clean, neat, orderly and otherwise appropriate for the services being provided.
- x. At all times during the license term, Licensee shall maintain the Licensed Property and all surrounding area in a clean, neat, orderly and safe condition. Licensee shall collect and properly dispose of trash in receptacles. The garbage area must be kept clean by Licensee at all times during Licensee use. Boxes must be broken down and placed in the appropriate containers.
- xi. Licensee shall comply with all applicable federal, state and local

laws, rules, regulations and requirements (“Legal Requirements”) in its use of the Licensed Property and its conduct of its activities, including but not limited to all applicable sanitation procedures in full compliance with all applicable CDC and Illinois Department of Public Health guidelines, business licensing, safety, and employment Legal Requirements and any other Legal Requirements necessary for the Licensee to provide the uses, services and benefits at the Licensed Property as provided in this Agreement.

- xii. Licensee is responsible for obtaining and maintaining all necessary licenses and permits, at its sole cost and expense, during the Term.

(b) District Activities: The District may:

- i. sell merchandise as it deems appropriate; and
- ii. authorize other third-party organizations to sell merchandise on the Courts during special events such as sports/recreational tournaments, exhibition events and other Park District-sponsored or sanctioned events held at the Courts. The District will perform or cause to be performed all  all to Park District standards.
- iii. The District shall have the right to enter the Courts and to operate programming and recreation and leisure activities that do not interfere with Licensee’s use.
- iv. The District shall conduct inspections of the Licensed Property as it sees fit.

(c) Damage to Licensed Property:

- i. In the event that all or any portion of the Licensed Property is damaged during any Licensed Use (except when the damages are caused by the willful and wanton acts of the District), the District shall make any and all required repairs. Licensee will pay one hundred percent (100%) of the District’s costs and expenses incurred to make the necessary repairs within thirty (30) days of receipt of an invoice from the District for its costs and expenses.
- ii. Licensee shall further pay the District the sum of \$500 per day for each day that all or any portion of the Licensed Property is inoperable due to said damages, within thirty (30) days of receipt of a statement from the Park District setting forth the number of days that the Licensed Premises or any portion thereof were inoperable or unusable.
- iii. The Parties acknowledge and agree that the sums payable under this subparagraph shall constitute liquidated damages and not penalties and are in addition to all other rights of the Park District including pursuit of all remedies for breach of contract. The Parties further acknowledge that the amount of loss or damages likely to be incurred

by Park District is incapable of precise estimate or difficult to estimate, and the amount specified herein bears a reasonable relationship to and is not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with Licensee's damages to the Licensed Premises. Licensee's obligations under this subsection 7(c) shall not apply to normal wear and tear or damage resulting solely from climate conditions. Licensee's obligations under this section shall continue in full force and effect after termination of this Agreement for any reason.

7. Intentionally deleted.

8. Compliance with Laws; Manner of Use. Licensee shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes in the conduct of Licensed Uses. Licensee shall conduct, and cause its members, employees, officers, and invitees to conduct, any Licensed Uses in a safe manner and in strict accordance with the terms of this Agreement. Licensee shall not make or permit to be made any use of the Licensed Property or the Family Recreation Center Courts which is directly or indirectly forbidden by law, ordinance, or government regulations, or which may be dangerous to life, limb or property, or which may increase District's insurable or uninsurable risk or liability. Licensee shall cooperate with District and the Oak Brook Police Department and shall strictly follow all public safety requirements regarding its conduct of the Licensed Uses. Licensee shall provide adequate supervision during the conduct of the Licensed Uses.

9. Condition of Property. Except as otherwise specifically provided in this Agreement, District has not made, and by grant of the License hereunder does not make, any representations with respect to the suitability of Family Recreation Center Courts or the Licensed Property for any purposes including but not limited to Licensee's intended purposes, it being acknowledged and agreed by Licensee that Licensee is solely responsible for ascertaining all conditions affecting Family Recreation Center Courts and the Licensed Property prior to its execution of this Agreement and prior to each use thereof by Licensee, its directors, officers, employees, agents, students and invitees, or any of them.

10. Reservation of Rights. In addition to the rights reserved by District under Paragraph 2, above:

- (a) District reserves for the exclusive use of its Park Board, officers, employees, agents, invitees, and the general public the remainder of Family Recreation Center and Recreation Center Courts, other than the Licensed Property when in use under the Master Schedule.
- (b) District and its Park Board, officials, employees, agents, invitees and the general public shall have the right to use Family Recreation Center Courts in any manner that does not unreasonably interfere with the Licensed

Uses, including permitting the construction, maintenance and operation on, over or under Family Recreation Center Courts, of any public utility facility. District, its grantees, agents, and assigns shall have the right to enter upon the Licensed Property at any time(s) to inspect, maintain or repair the Licensed Property provided, that the District shall not unreasonably interfere with the Licensee's Licensed Use of the Licensed Property during the dates and times set forth in the Master Use Schedule. District's exercise or failure to exercise any of its rights under this paragraph shall not impose or create any responsibility or liability on District or affect, reduce, or nullify in any way Licensee's obligations under the Agreement.

11. Environmental Matters.

- (a) At all times during the term of this Agreement, Licensee and its members, officers, employees, agents, and invitees shall use the License Property and any other portion of Family Recreation Center Courts, in strict compliance with all applicable Environmental Laws (as hereinafter defined) and, without limiting the generality of the foregoing, shall not cause any Hazardous Materials (as hereinafter defined) to be brought onto, introduced to or handled on any portion of Family Recreation Center Courts or the Licensed Property in violation of such laws.
- (b) As used in this Agreement, the term "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous or harmful to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR §972.101) or by the Environmental Protection Agency as hazardous substances (49 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) biohazardous waste (v) designated as "hazardous substances" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321) or listed pursuant to Section 307 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. or (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. §§9601 et seq. or any other applicable Environmental Law.
- (c) As used in this Agreement, "Environmental Laws" means all federal, state and local environmental statutes, rules, regulations, ordinances, judicial or

administrative decrees, orders or decisions, authorization or permits, and common law, including, but not limited to, the Resources Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§11001 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., The Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701 et seq., the National Environmental Policy Act, 42 U.S.C.

§§4321 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300 (f) et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources, including, without limitation, the preservation of wetlands, and all regulations pertaining thereto.

- (d) Licensee shall provide District with written notice (i) upon Licensee's obtaining knowledge of any potential or known violations of applicable Environmental Laws or the release or threat of release of any Hazardous Materials affecting any portion of the Licensed Property or the Family Recreation Center Courts or (ii) of Licensee's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Environmental Laws affecting any portion of the Licensed Property or the Family Recreation Center Courts.

12. Use of Licensed Property. Except as may be agreed to in writing in advance by the District, neither Licensee nor any of its respective employees, agents, volunteers or assigns shall place, keep, store or otherwise permit to be placed, kept or stored on the Licensed Property, any equipment or materials, except during such time as Licensee's employees or agents are physically present and conducting activities permitted under this Agreement. In the event that any Licensed Uses require Licensee or its employees or agents to use, place, locate or store any equipment or materials on the Licensed Property at any other time(s), Licensee shall obtain the written approval of District prior to each instance in which Licensee seeks to use, locate, or store such equipment or materials on the Property, which approval may be conditioned on or subject to reasonable requirements. In the event that the Park District constructs storage facilities on Family Recreation Center Basketball Courts, it may grant Licensee the right to access such storage at times and in areas designated by the District and on other such terms as may be determined by the District in its sole discretion.

13. Suspension of Use. In the event of an emergency, safety issue, or failure to maintain insurance, or any other condition that constitutes a substantial threat to the public interest, or to the health or safety of the District or its park commissioners, officers, employees, agents, invitees or others, as determined by the District in its sole reasonable discretion, the District may immediately suspend Licensee's activities hereunder until such condition has been remedied to the District's reasonable satisfaction in accordance

with this Agreement..

14. Taxes. On the Effective Date, Family Recreation Center Courts and the Licensed Property is exempt from real estate and other taxes by virtue of District's status as a unit of local government. Licensee shall be solely responsible for, and hereby indemnifies and holds District harmless against and from, all costs, taxes, charges and expenses, including without limitation any permits, special assessments, real estate, personal property, or other tax, fine or penalty, which arises or may arise out of the Licensee's use of the Licensed Property, or any other part of Family Recreation Center Courts, its exercise of the privileges, or its performance or non-performance of its obligations, under this Agreement. In the event any real estate, leasehold, use, personal property or other taxes or charges of any kind are levied or assessed against Family Recreation Center Courts or any portion thereof, including the Licensed Property, or improvement thereon, or against the District, by reason of the existence of this Agreement or Licensee's use of all or any part of Family Recreation Center Courts, including the Licensed Property, or any improvement thereon, Licensee shall pay promptly all such taxes or charges. District shall send to Licensee a copy of any tax bill or notice of assessment which District receives within a reasonable period of time after District's receipt of same. Licensee, in its own name or in the name of District, if necessary, shall have full right at its sole cost and expense to contest the imposition and/or amount of all taxes, assessments, charges, but the pendency of such contest shall not affect Licensee's obligations under this paragraph. In addition to the foregoing, in the event Family Recreation Center Courts or the Licensed Property is determined to be subject to taxes as a result of this Agreement or the activities conducted by Licensee thereon or thereat, either Party may terminate this Agreement. In such event District shall return to Licensee an amount equal to the License Fee for the then-current year divided by 365 and multiplied by the number of days that would have been remaining until the anniversary date of the License; provided however that District shall be permitted to withhold such payment until evidence of Licensee's payment of the tax assessed is received by District.

15. Waiver and Release of Liability. Licensee shall conduct all Licensed Uses entirely at its own risk. Licensee acknowledges that District shall not provide any supervision, security or protection in connection with any Licensed Uses. District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of District. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and discharges District, and its park commissioners, officers, employees and agents from, any and all claims of every nature whatsoever, which Licensee may have at any time against District, its Park Board, officers, employees and/or agents, including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to any Licensed Uses, the condition of Family Recreation Center Courts or the Licensed Property, or use by District or Licensee of Family Recreation Center Courts or the Licensed Property

except claims that involve actions proximately caused by the willful and wanton conduct of District.

16. Indemnification and Hold Harmless. Licensee hereby indemnifies and shall defend and hold harmless the District, its park commissioners, officers, employees, volunteers and agents (the "Park Indemnitees") from and against any and all suits, liabilities, claims, losses, costs, and damages, including but not limited to consequential damages, penalties, fines and expenses, of every kind or nature whatsoever, including without limitation court costs and attorneys', paralegals' and consultants' fees (the "Legal Expenses"), suffered, incurred or sustained by any of the Park Indemnitees, including without limitation, liabilities for the death of, or injury to, any person or the loss, destruction or theft of, or damage to, any property, or liabilities imposed under any Environmental Laws, to the extent relating directly or indirectly to, or arising directly or indirectly from, the exercise by Licensee, its employees, agents and invitees, or any other person acting on its or their behalf or with its or their authority or permission, of the obligations, rights or privileges imposed upon, or granted to, Licensee under this Agreement or their use of the Licensed Property. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this **Paragraph 16**. Licensee shall similarly defend, indemnify and hold harmless the Park Indemnitees against and from any and all suits, claims, losses, costs, damages (including but not limited to consequential damages), penalties, fines and expenses, including without limitation Legal Expenses, suffered, sustained or incurred by any of the Park Indemnitees to the extent resulting from Licensee's breach of any provision of this Agreement or otherwise incurred by District in enforcing the terms of this Agreement.

17. Insurance to be Maintained by Licensee. In addition to, and without limitation of, Licensee's obligations **under Paragraphs 15 and 16 above**, and at no cost to District, Licensee shall obtain and keep in full force and effect for so long as any claim relating to any Licensed Uses legally may be asserted, comprehensive general liability and property damage, and business auto liability insurance written to include the coverages for not less than the minimum limits (or greater if required by law) set forth in **Exhibit E** attached to and incorporated by reference in this Agreement. Prior to commencement of any of the Licensed Uses, Licensee shall obtain and deliver to District a certificate of insurance naming District as an additional insured.

18. No Property Interest. This Agreement and the License granted hereunder do not convey to, or create in favor of, Licensee, any legal or equitable title or property interest in whole or in part to Family Recreation Center Courts or any portion thereof, including the Licensed Property; it being acknowledged that this Agreement is a license and not a lease and merely grants temporary and limited permission to Licensee to use the Licensed Property on and subject to the terms and conditions hereof. Licensee expressly acknowledges and agrees that any statute or ordinance relating to landlord/tenant matters or forcible entry and detainer is not applicable to this Agreement and Licensee expressly waives any and all rights to which Licensee might otherwise be entitled under said laws.

19. **Assignment Prohibited.** Licensee shall not assign, transfer, or otherwise convey to any person or entity whatsoever any of its rights or duties under this Agreement, in whole or in part, or otherwise permit the use of the Licensed Property or any portion thereof, by any person contrary to the provisions of this Agreement.

20. **Termination.** District reserves the right to terminate the License and any and all rights and privileges hereby granted to Licensee under this Agreement immediately upon notice to Licensee in the event:

- (a) Licensee violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement, which by its nature is susceptible to cure, within thirty (30) days after Licensee's receipt of written notice of such breach. Notwithstanding the foregoing, and depending upon the nature of the breach, the District reserves the right, in its sole discretion, to suspend the License until such time as Licensee has cured said breach or has provided the District with adequate security, as determined by the Park District in its sole discretion, to cover any potential liability that may arise as a result of said breach. In the event that Licensee violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement as such cure process described above may apply, District may pursue any and all legal and equitable remedies.
- (b) District receives notice of an alleged violation of any federal, state, or local law, ordinance, rule or regulation relating to Licensee's conduct of any Licensed Uses on, or use of, all or any part of the Licensed Property. Notwithstanding the foregoing, in the event the District receives notice of an alleged violation, and depending upon the nature of said violation, the District may elect, in its sole discretion, to suspend the License until such time as the alleged violation has been fully adjudicated by the proper official or other authority. The District may also elect, in its sole discretion, to allow Licensee to continue its Licensed Uses under this Agreement provided that Licensee provides the District with adequate security, as determined by the Park District in its sole discretion, to cover any potential liability that may arise if the alleged violation is substantiated. In the event that the Park District elects to suspend the License after receipt of notice of an alleged violation, and said violation is later determined to be unfounded, the term of this Agreement shall be automatically extended for a period of time equal to the length of the suspension.
- (c) District is ordered to do so by any regulatory body or other governmental agency having jurisdiction.
- (d) Licensee shall have (a) filed a voluntary petition in bankruptcy or made

an assignment for the benefit of creditors; (b) consented to the appointment of a receiver or trustee of all or part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing.

- (e) The Licensed Property is taken by another governmental body through the exercise of its powers of eminent domain.
- (f) The Licensed Property, Family Recreation Center Courts or any portion(s) thereof become subject to any tax as provided in Paragraph 14, above.

District further reserves the right to terminate the License and this Agreement if District requires any of the Licensed Property in furtherance of its park and recreation purposes, which would preclude the continuation of any Licensed Uses, in which event District will give Licensee not less than six (6) months prior written notice. In the event that this Agreement is terminated by District because District requires any of the Licensed Property in furtherance of its park and recreation purposes prior to an anniversary date, Licensee shall be entitled to a refund in an amount equal to the prepaid License Fee divided by 365 and multiplied by the number of days that would have been remaining until the anniversary date of the License. No other License Fees shall be subject to refund.

The indemnification and hold harmless obligations and all other obligations of Licensee accruing prior to the expiration or termination of this Agreement or the License granted Licensee hereunder shall survive the expiration or termination of the Agreement or License.

Licensee reserves the right to terminate the License immediately upon notice to District in the event:

- (a) District violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement, which by its nature is susceptible to cure, within thirty (30) days after District's receipt of written notice of such breach. In the event that District violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement as such cure process described above may apply, Licensee may pursue any and all legal and equitable remedies.
- (b) The Licensed Property, Family Recreation Center Courts or any portion(s) thereof become subject to any tax as provided in Paragraph 14, above.

Neither Party shall be liable for any consequential damages incurred by the other Party. Except for claims arising from District's willful and wanton conduct, in no event shall District's aggregate liability, if any, exceed the sum total of the License Fee paid during the six-month period immediately preceding the accrual of such liability.

21. No Implied Waiver of District's Rights. No waiver of any rights which District has in the event of any default or breach by Licensee under this Agreement shall be implied from District's failure to take any action on any such breach or default and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

22. Notices. Notices shall be deemed properly given on the date received if given in writing and either (a) hand delivered; or (b) sent by facsimile transmission before 5:00 pm; or (c) sent by email before 5:00pm; or (d) sent by registered or certified mail, return receipt requested, and such notice is hand delivered or sent to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time. Notices sent only by mail shall be deemed delivered the second business day after deposit in the mail. Notices sent by fax or email after 5:00pm shall be deemed delivered on the first day after transmission.

If to Licensee:

Greg Ktistou
Owner
Breakaway Basketball Inc.
4023 Lawn Ave.
Western Springs, IL 60558
Tel: (630-843-5986

E-Mail: greg@breakawaybasketball.com
lkosey@obparks.org With a copy to:
schwartz.com

If to District:

Dr. Laure Kosey
Executive Director
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523
(630) 990-4233

E-Mail:
With a copy to:
[sadams@robbins-](mailto:sadams@robbins-schwartz.com)

23. Contingencies

24. Miscellaneous.

- (a) This instrument contains the entire Agreement between the Parties with respect to Licensee's use of the Licensed Property and cannot be modified except by a written notice dated subsequent to the date hereof and signed by both Parties.
- (b) This Agreement is intended solely for the benefit of the Parties, and is not intended, and should not be construed, as creating any rights in favor of, or any duties or obligations to, any third party.

- (c) Nothing contained in or implied from any provision of this Agreement, including but not limited to Paragraphs 15 and 16, is intended to constitute or shall constitute a waiver of the rights, defenses and immunities provided or available to District under applicable Illinois law, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act.
- (d) Licensee shall pay all of District's costs, charges and expenses, including the Legal Expenses incurred by District in enforcing Licensee's obligations under this Agreement, or which are incurred by District in any litigation, negotiation or transaction, in which Licensee causes District, without District's fault, to become involved or concerned.
- (e) District shall pay all of Licensee's costs, charges and expenses, including the Legal Expenses incurred by Licensee in enforcing District's obligations under this Agreement, or which are incurred by Licensee in any litigation, negotiation or transaction, in which District causes Licensee, without Licensee's fault, to become involved or concerned.
- (f) No receipt of money by District from Licensee, after the termination of this Agreement or License, or after the services of any notice, or after the commencement of any suit, shall renew, reinstate, continue or extend the term of this Agreement or the License granted hereunder or affect any such termination notice or suit.
- (g) Headings of sections in this Agreement are for convenience of reference only and do not limit or affect the construction or interpretation of the provisions of this Agreement.
- (h) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Any suit or action arising under this Lease shall be commenced in the Circuit Court of DuPage County, Illinois.
- (i) If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstances shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion thereof to other persons or circumstances.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be

executed by a duly authorized officer thereof as of the year and date first written above.

DISTRICT:

**OAK BROOK PARK
DISTRICT**

By: _

LICENSEE:

BREAKAWAY BASKETBALL

By: _____

Its: _____

Its: _

EXHIBIT A
SITE PLAN

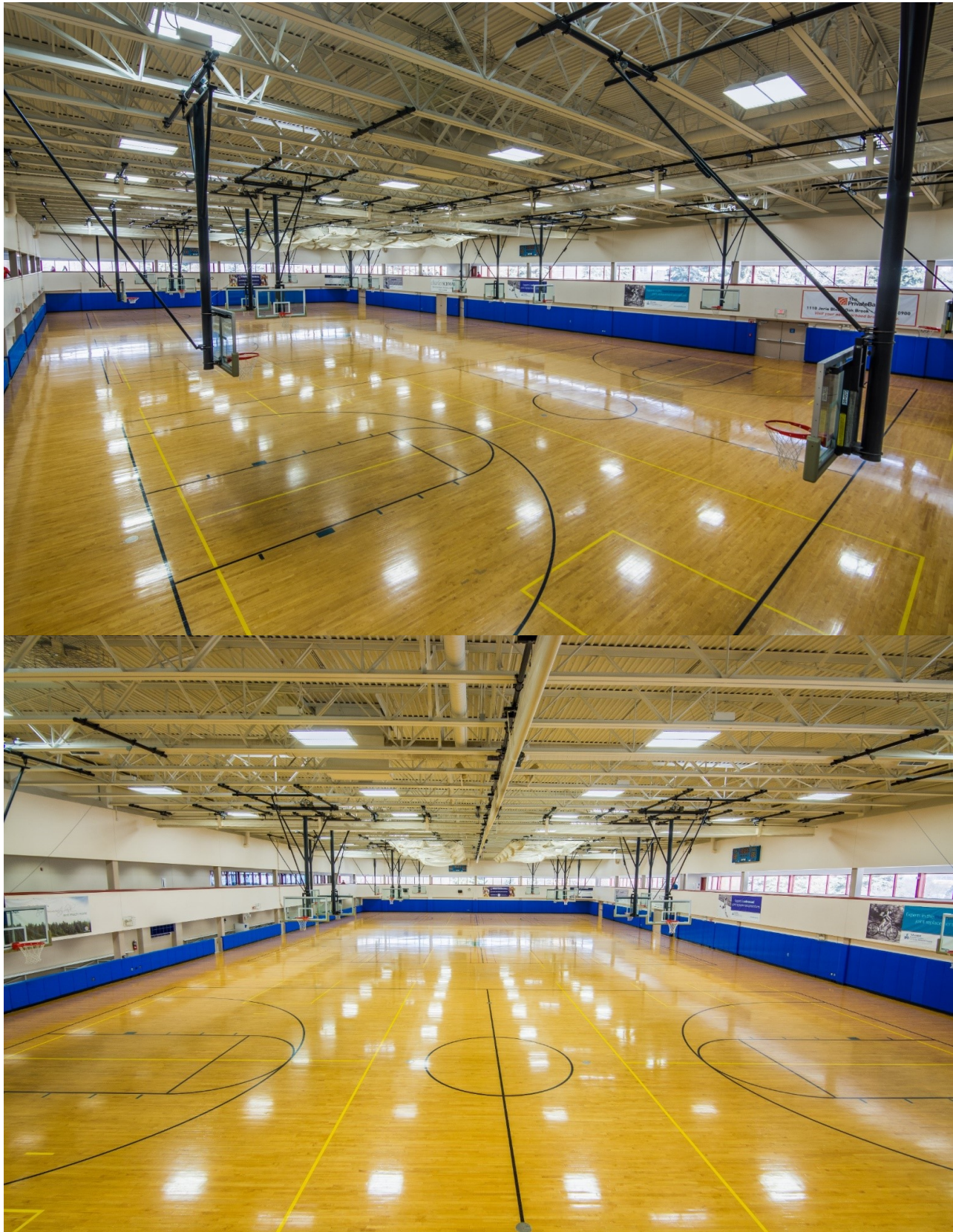


EXHIBIT B
MASTER USE SCHEDULE

Hours of Operations:

- a) Except as otherwise provided in the Agreement, District shall make the specified courts available on the dates and times set forth in Schedule B-1. In addition the following terms shall apply to the Parties regarding scheduling:
 - i. Holiday hours must be approved and posted in advance. Seasonal hours will be required as directed by the Park District.
 - ii. Licensee agrees that it will cooperate with the District and yield scheduled Court use time when the District requires Court(s) for special programming purposes. In such event, the Park District shall provide Licensee with reasonable advance notice of the required dates and times for its possession, control and use of the Court(s) for said special event(s). The Parties shall work together to make usage of alternate courts available to Licensee at no extra charge to Licensee.
 - iii. The Parties shall cooperate to set a mutually acceptable Annual Schedule for each year of the Term. Prior to April 1 of each year of the Term, Licensee shall provide the District with a proposed Master Use Schedule for the next year of the Term beginning May 1st. b The District shall review the Master Use Schedule and adjust or reject as it deems necessary or desirable.
- b) In the event that the Park District, in its sole discretion, finds it necessary or desirable to close any or all portions of the Family Recreation Center Courts, the Park District shall not be liable to the Licensee for lost revenues or other costs, losses, claims or damages.

2022 JANUARY - Weeks 1,2,3

Date	Mondays			Tuesdays			Wednesdays			Thursdays		
	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3
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BREAKAWAY ONLY SCHEDULE - 2-21-2021

Date	Saturdays			Sundays		
	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3
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2022 JANUARY - Week 4

Date	Mondays			Tuesdays			Wednesdays			Thursdays		
	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3
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BREAKAWAY ONLY SCHEDULE - 2-21-2021

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2022 - February

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BREAKAWAY ONLY SCHEDULE - 2-21-2021

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2022 - MARCH

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BREAKAWAY ONLY SCHEDULE - 2-21-2021

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2022 - APRIL

Date	Mondays			Tuesdays			Wednesdays		
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BREAKAWAY ONLY SCHEDULE - 2-21-2021

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2021 - MAY

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BREAKAWAY ONLY SCHEDULE - 2-21-2021

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BREAKAWAY ONLY SCHEDULE - 2-21-2021

2021 - AUGUST - Weeks 2 & 3

Date	Mondays			Tuesdays			Wednesdays			Thursdays			Fridays			Saturday			Sunday		
	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3	Court 1	Court 2	Court 3
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BREAKAWAY ONLY SCHEDULE - 2-21-2021

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2021 - BREAKAWAY ONLY SCHEDULE - 2-21-2021

Date	Mondays			Tuesdays			Wednesdays			Thursdays			Fridays			Saturday			Sunday			
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2021 - SEPTEMBER

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BREAKAWAY ONLY SCHEDULE - 2-21-2021

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2021 - OCTOBER - Week 1

Date	Mondays			Tuesdays			Wednesdays			Thursdays		
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BREAKAWAY ONLY SCHEDULE - 2-21-2021

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2021 - OCTOBER - Week 2, 3 & 4

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BREAKAWAY ONLY SCHEDULE - 2-21-2021

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2021 - NOVEMBER

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BREAKAWAY ONLY SCHEDULE - 2-21-2021

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BREAKAWAY ONLY SCHEDULE - 2-21-2021[illegible]

EXHIBIT E
INSURANCE REQUIREMENTS

Licensee shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District, and its park commissioners, officers, employees, agents, and volunteers (collectively the "Additional Insureds") shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be excess of Licensee's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non- owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. General Insurance Provisions

1. Evidence of Insurance

Prior to using the Licensed Property, Licensee shall furnish District with a

certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested. In the event that the certificate does not provide for 30 days' written notice to District prior to cancellation or material change of any insurance referred to in the certificate, Licensee shall furnish such written notice to District by certified mail, return receipt requested, not less than thirty (30) days prior to cancellation or material change.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Licensee from occupying the Licensed Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Agreement at District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Licensee may be asked to eliminate such deductibles

or self-insured retentions as respects the District, its park commissioners, officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: DIRECT ENERGY BUSINESS LLC – DEMAND RESPONSE PROGRAM CONTRACT RENEWAL

AGENDA No.: 7 D
MEETING DATE: MARCH 15, 2021

STAFF REVIEW:

Deputy Director, Dave Thommes:

A handwritten signature in black ink, appearing to read "Dave Thommes", written over a horizontal line.

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

A large, stylized handwritten signature in black ink, appearing to read "Laure Kosey", written over a horizontal line.

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

The Park District agreed to participate in Direct Energy's Demand Response program in 2018. By participating, the Park District agreed to reduce their electrical usage to provide relief to the electrical grid, most typically when the region is experiencing extreme heat and humidity. The Park District also agreed to voluntarily reduce electrical usage for one hour on an annual test day to determine how much the District could reduce if needed. In exchange for participating, the Park District receives monthly compensation which has generated \$45,466 in revenue. An electrical load reduction request has not been made since the Park District began participating in the program.

The initial agreement is expiring and staff wishes to renew it for an additional three years, under the terms initially negotiated. The proposed revenue for the next three years of the agreement is \$54,584.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

ACTION PROPOSED: Motion and second to approve Direct Energy Business LLC – Demand Response Program Contract Renewal and to approve an agreement between the Oak Brook Park District and Direct Energy Business LLC to participate in the Demand Response Program.

Date: 09/30/2020 		Demand Response Transaction Confirm DIRECT ENERGY BUSINESS MARKETING, LLC 194 Wood Avenue South Iselin, NJ 08830 Phone: 1-800-437-7872 www.directenergy.com													
CUSTOMER INFORMATION															
Customer Legal Entity Name: Oak Brook Park District		Utility Zones: COMED													
Participating Utility Account Numbers: 1106273000															
Address: 1450 Forest Gate Rd		City/State/Zip: Oakbrook, IL 60523													
Primary Contact: Dave Thomas		Primary Phone Number: (630) 645-9534													
Primary Contact Email: dthommes@obparks.org		Secondary Phone Number: Mobile													
DEMAND RESPONSE TRANSACTION CONFIRM															
GENERAL TERMS This Transaction Confirmation confirms the terms of the Demand Response Program Agreement entered into between Direct Energy Business, LLC ("Direct Energy" or "Seller"), and Oak Brook Park District ("Customer"), pursuant to the terms of the Demand Response Program Agreement between Customer and Seller ("DRA") dated 04/04/2018, as may be amended. This Transaction Confirm is an Exhibit to and governed by the terms of the DRA. This Transaction will renew automatically for the same period unless notice is given by either party 90 days prior to the end of the current delivery year.															
PAYMENTS and PAYMENT TYPES For the Emergency programs, Customer will be paid 75% of the Capacity Payments and 75% of Energy Payments as described below, less any amounts owed pursuant to the DRA for the delivery year starting June 1st through May 31st. <ol style="list-style-type: none"> Capacity Payments: Payment for the delivery year is based on capacity clearing rates multiplied by either i) Customer's enrolled load reduction if Customer performs as required, or (ii) an adjusted amount if Customer fails to perform as required to meet their enrolled amount. Capacity clearing rates will be determined by Seller's best efforts to procure the highest priced capacity in Program Administrator sponsored auctions. Customer performance will be determined based on Program Administrator's business rules, including comparison of Customer's average usage to Customer's Firm Service Level for all called event and test hours. Energy Payments: Payments are only made during an Emergency Demand Response event, and are calculated per the Program Administrators business rules based on the event duration, Customer's measured load reduction and the greater of market LMP or an ISO set rate. Payments to Customer will be net of any costs/credits as per the terms of the DRA. Additional Benefit (Only Applies to Electric Customers): Direct Energy electric customers have the option to apply Capacity Payment to commodity invoice. 															
PROGRAM DETAILS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Program Administrator:</td> <td>PJM</td> </tr> <tr> <td>Program:</td> <td>Full Emergency Response: Capacity and Energy</td> </tr> <tr> <td>Contract Term:</td> <td>06/01/2021 - 05/31/2024</td> </tr> <tr> <td>Lead Time Notification:</td> <td>30 minute lead time</td> </tr> <tr> <td>Energy Insight Package(s):</td> <td>Basic</td> </tr> <tr> <td># Meter Installations:</td> <td>1</td> </tr> </table>				Program Administrator:	PJM	Program:	Full Emergency Response: Capacity and Energy	Contract Term:	06/01/2021 - 05/31/2024	Lead Time Notification:	30 minute lead time	Energy Insight Package(s):	Basic	# Meter Installations:	1
Program Administrator:	PJM														
Program:	Full Emergency Response: Capacity and Energy														
Contract Term:	06/01/2021 - 05/31/2024														
Lead Time Notification:	30 minute lead time														
Energy Insight Package(s):	Basic														
# Meter Installations:	1														
		Summer Program Summer Months: June - October & May *Summer Enrollment Estimate Reduction (kW) 431 FSL (kW) 50	Winter Program Winter Months: November - April *Winter Enrollment Estimate Reduction (kW) 256 FSL (kW) 50												
Plan Year**	Product	Estimated Annual Payment	Estimated Capacity Payment												
06/01/2021 - 05/31/2022	Capacity Performance	\$18,428	\$11,637												
06/01/2022 - 05/31/2023	Capacity Performance	\$18,078	\$11,416												
06/01/2023 - 05/31/2024	Capacity Performance	\$18,078	\$11,416												
			Estimated Capacity Payment												
			\$6,791												
			\$6,662												
			\$6,662												

**Displayed payment values are to be considered estimates only until registration is confirmed by PJM and performance is evaluated. PJM Capacity Auction Results for 2022-23 are not final, values shown are estimated based on an average rate.

Notification
 (*) Lead Time Notification (i) is defined by the Program Administrator, (ii) is subject to change, and (iii) is the amount of time, prior to an event requiring load-reduction, that the Program Administrator will provide to the Seller. The Seller shall be provided a reasonable amount of time to relay notification to the customer. A minimum of 2 Notification contacts are required to enroll.

Additional Services		Total Cost of Meter Installation	Monthly Cost of Meter Installation
X	Real-time monitoring (site-level and/or equipment-level) <small>(Monitoring costs will be deducted from the first 12 monthly payments)</small>	\$0.00	\$0.00
N/A	Peak Load Contribution (PLC) Notifications by DE's Strategic Services		
N/A	Demand Response-Payment Applied to Electricity invoice <small>(DE Electric commodity customers only)</small>		

Please indicate your acceptance of the terms of this Transaction by returning to Seller an executed counterpart no later than 11:59 p.m., Eastern Time, on 10/20/2020. If Seller does not receive such counterparts by such deadline, Seller's commitment and the agreements shall expire at such time.

Oak Brook Park District Customer Signature: _____ Customer Title: _____ Date: _____	Direct Energy Business Marketing, LLC Seller Signature: _____ Seller Title: _____ Date: _____
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**Customer Usage Information Authorization
for PJM Load Response Programs ("Authorization")**

Oak Brook Park District, the end-use customer, ("Customer") hereby authorizes
COMED

, and ,
its electric distribution company(ies) ("EDCs"), to release its electric usage information, including
hourly or sub-hourly usage history (kWh/kW), EDC loss factors, and peak load contribution
assignments for the current delivery year and the upcoming delivery year if known, to
Direct Energy Business, the curtailment service provider ("CSP"), which has been or may be retained
by the Customer to act on its behalf in the PJM Load Response Programs. Customer's EDCs and
end-use sites are identified on Attachment A-1 and A-2 hereto, which are incorporated herein by reference.

1. Customer's contact information for purposes of its participation in the PJM Load Response Programs
is as follows:

Customer Name: Oak Brook Park District

Contact Person:

Mailing Address:

<u>City</u>	<u>State</u>	<u>Zip Code</u>
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Telephone Number:

Fax Number:

Contact Person's
Email Address:

2. Customer hereby advises CSP that it deems the information obtained pursuant to this Authorization
to be confidential and therefore requests that such information not be divulged to any third party, except
as required to participate in the PJM Load Response Programs.

3. This Authorization shall terminate as follows (mark **ONE** of the options below):

_____ This Authorization shall be perpetual and shall not terminate unless written notice is provided at least 30 days in advance.

_____ This Authorization shall automatically terminate on _____, with no further notice to CSP being required.

4. I understand that termination of this Authorization will not affect any action that CSP took in reliance on this Authorization before it automatically terminated or before CSP received Customer's written notice of termination.
5. The undersigned affirms that he/she has authority to execute this Authorization on behalf of the customer.

IN WITNESS WHEREOF, Customer executes this Authorization to be effective as of the date written below.

Customer: **Oak Brook Park District** _____

By: _____

Print Name

Title

Signature

9/30/2020

Date

ATTACHMENT A-1

LIST OF SITES FOR WHICH EDC, COMED
HAS AUTHORIZATION TO PROVIDE ELECTRIC USAGE INFORMATION TO CSP.

Account Number(s): 1106273000
Service Address: 1450 Forest Gate Rd Oakbrook, IL, 60523

Account Number(s): _____
Service Address: _____

Account Number(s): _____
Service Address: _____

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Service Address: _____

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Service Address: _____



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: REVISION TO PERSONNEL POLICY MANUAL
SECTION 7.6 MERIT PAY INCREASE**

**AGENDA No.: 7 E
MEETING DATE: MARCH 15, 2021**

STAFF REVIEW:

Human Resource Manager, Linda Noonan:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

Pay grades/rates have been established for positions based on pay rates in the market for the responsibilities and skills required in each job position. The current Merit Pay Increase Policy allows for a merit bonus in lieu of a pay rate increase for employees who have reached the maximum pay rate in the pay grade for their job position.

The District has long-serving, high-performing employees who have reached the maximum pay rate limit in the pay grade for their job positions. Limiting pay rate advancement presents a risk to the District of losing these valuable human resources to outside opportunities.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

It is recommended that discretion be given to the Executive Director to reward a loyal, high-performing employee with a merit pay rate increase beyond the upper limit of the established pay grade for the particular job position.

ACTION PROPOSED:

A motion and a second to approve the Revision to Personal Policy 7.6 Merit Pay Increase.

PERSONNEL POLICY MANUAL – SECTION 7.6

Merit Pay Increase

The Executive Director will propose a maximum merit pay increase percentage to the Board of Commissioners for consideration during the annual budget process. The Board will then decide if a merit pay increase will be awarded for the next fiscal year and at what percentage increase. If a merit increase is approved, it will be applied to the Merit Scale below and such Merit Scale used to determine the amount of merit pay to be awarded to each employee who “Achieves Normal Job Expectations” or better on their performance review.

MERIT SCALE (The following example is based on a maximum 4% merit increase.)

<u>Performance Review Score</u>	<u>Merit Range</u>	
94 - 100	3.6% - 4.0%	Far Exceeds Normal Job
Expectations		
86 - 93	3.1% - 3.5%	
79 - 85	2.6% - 3.0%	Exceeds Normal Expectations
71 - 78	2.1% - 2.5%	
61 - 70	1.6% - 2.0%	Achieves Normal Job Expectations
51 - 60	1.0% - 1.5%	

Approved Pay Ranges

All jobs have established pay ranges with minimum and maximum pay rates/hour. ~~The maximum pay rate/hour may not be exceeded.~~ A Merit Bonus will be awarded in situations where an employee’s merit increase will result in their pay rate for a job exceeding the maximum pay rate in the pay range. Any exception to this policy will require prior approval by the Executive Director.

Merit Bonus

A Merit Bonus will be awarded to an employee whose:

- current pay rate is at the maximum in the pay range for the job; or
- merit increase applied to their current pay rate will result in the pay rate exceeding the maximum pay rate in the pay range for the job.

Current Pay Rate is at the Maximum in the Pay Range

An employee with a pay rate currently at the maximum in the pay range for the job will receive a merit bonus based on the total dollars paid in the job during the prior fiscal year and the merit percent awarded during their performance review, calculated as follows:

- 1) **TOTAL DOLLARS PAID IN JOB DURING PRIOR FISCAL YEAR =**
Total hours paid in job x Maximum pay rate/hour

- 2) **MERIT BONUS** = TOTAL DOLLARS PAID IN JOB DURING PRIOR FISCAL YEAR x Merit %

Example: Sarah is currently being paid \$20/hour, the maximum pay rate in the pay range for her job as a manager. She was paid for 2,080 hours in that job in the fiscal year ending April 2018. She is awarded a 4% merit pay increase based on her performance review score. Her hourly rate will not increase. However, she will be awarded a Merit Bonus in the amount of \$1,664 which will be paid in June 2018, calculated as follows:

i. $2,080 \text{ hrs} \times \$20/\text{hr} = \$41,600$

ii. $\$41,600 \times 4\% = \$1,664$

Merit Increase will result in the Pay Rate Exceeding the Maximum in the Pay Range

An employee who is awarded a merit increase that will result in their current pay rate exceeding the maximum pay rate in the pay range shall be compensated at the full value of their merit percentage based on the total dollars earned in the job during the prior fiscal year. The Total Merit Value will be awarded as a combination of an Hourly Rate Increase to the maximum pay rate in the range plus a Merit Bonus, calculated as follows:

- 1) **TOTAL DOLLARS PAID IN THE JOB DURING PRIOR FISCAL YEAR** =
(Total hours paid in job) x (Current pay rate/hour)

- 2) **TOTAL MERIT VALUE** =
(TOTAL DOLLARS PAID IN THE JOB DURING PRIOR FISCAL YEAR) x (Merit Percent)

- 3) **HOURLY RATE INCREASE VALUE** =
(Maximum hourly pay rate - Current hourly pay rate) x (# of hours worked in job in prior fiscal year)

- 4) **MERIT BONUS** = TOTAL MERIT VALUE – HOURLY RATE INCREASE VALUE

Example: John is currently being paid \$16/hour in his job as a supervisor. The maximum pay rate in the pay range for the supervisor job is \$16.50. He was paid for 2,080 hours in that job in fiscal year ending April 2018. He is awarded a 4% merit pay increase during his performance review. Applying the 4% merit increase to his current hourly rate ($\$16 \times 4\% = \16.64) would result in exceeding the maximum pay rate in the range (\$16.50). So his hourly pay rate in May 2018 will be \$16.50 plus he will receive a Merit Bonus of \$291.20 which will be paid in June 2018, calculated as follows:

i. $2,080 \text{ hrs} \times \$16/\text{hr} = \$33,280$

ii. $\$33,280 \times 4\% = \$1,331.20$

iii. $\$16.50 - \$16.00 = \$.50$

a. $\$.50 \times 2080 \text{ hrs} = \$1,040$

iv. $\$1,331.20 - \$1,040 = \$291.20$

Effective Date of Merit Increase

Merit pay increases will be effective in the first pay period of the new fiscal year that begins with a May date.

Merit bonuses will be paid on the first pay date in June.

Communication of Merit Pay Increase

The Director/Manager/Supervisor conducting the performance review will:

- 1) Communicate the following information to staff during their annual performance review meeting:
 - Merit percent scale approved by the Board
 - Pay range for employee's job(s)
 - New pay rate(s): The *recommended* pay rate increase is subject to approval by the appropriate Department Director.
 - Full-time employee: The *recommended* pay rate increase must be approved by the applicable Department Director prior to conducting the performance review meeting.
 - Part-time employee: The *recommended* pay rate increase may be tentatively communicated to the employee in the performance review meeting prior to final approval by the applicable Department Director.
 - Merit Bonus calculation (if applicable)
- 2) Provide the employee a copy of the final approved Personnel Change Form listing the new pay rate(s) and/or any applicable Merit Bonus.



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: ORDINANCE NO. 21-0419: AN ORDINANCE FOR TRANSFERRING ANTICIPATED UNEXPENDED FUNDS FROM CERTAIN APPROPRIATION ITEMS TO OTHER ITEMS OF APPROPRIATION

AGENDA No.: 8. A.

MEETING DATE: MARCH 15, 2021

STAFF REVIEW: Chief Financial Officer, Marco Salinas:

A handwritten signature in black ink, appearing to read "Marco Salinas", is written over the text.

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

A handwritten signature in black ink, appearing to read "Laure Kosey", is written over the text.

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY)

This ordinance authorizes staff to transfer anticipated fiscal year 2020/2021 unexpended funds from certain appropriation line items to other certain appropriation line items. Per Section 4-4 of the Illinois Park District Code, such transfers may only occur after the first six months of any fiscal year have elapsed and requires approval by two-thirds of the Park District Board.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

If approved, these transfers will be carried-out during the month of April 2021; the twelfth (12th) month of the current fiscal year.

ACTION PROPOSED:

For Review and Discussion Only.

ORDINANCE NO. 21-0419

AN ORDINANCE FOR TRANSFERRING ANTICIPATED UNEXPENDED FUNDS FROM CERTAIN APPROPRIATION ITEMS TO OTHER ITEMS OF APPROPRIATION

WHEREAS, the first six months of fiscal year 2020-2021 of the Oak Brook Park District have elapsed; and

WHEREAS, Section 4-4 of the Park District Code provides that, after the first six months of any fiscal year, anticipated unexpended funds from any appropriation item may be transferred, by a two-thirds vote, to any other item of appropriation, so that the item to which said transfer is made is increased to the extent of the amount so transferred; and

WHEREAS, the Board of Park Commissioners has determined that it is necessary and desirable to make certain appropriation transfers as provided herein,

NOW, THEREFORE, BE IT ORDAINED by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

Section 1: Anticipated unexpended funds from certain specified budget and appropriation line items in the Budget and Appropriation Ordinance for fiscal year 2020-2021, in the amounts set forth in Exhibit A attached hereto, are hereby transferred to those specific line items and in the amounts, which are also set forth in such Exhibit A, such line items to be increased to the extent of the amount so transferred.

Section 2: This Ordinance shall be in full force and effect after its passage and approval by a two-thirds vote of the Board of Commissioners.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Passed and approved this 19th day of April, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Approved:

Sharon Knitter, President

ATTEST:

Laure L. Kosey, Secretary

OAK BROOK PARK DISTRICT
EXHIBIT A
BUDGET TRANSFERS- FISCAL YEAR 2020-2021

Fund & Department	Account Description	Original Budget Balance	Transfer To	Transfer From	Revised Budget Balance
Administration (01-01)					
01-01-670-001	Computer Parts & Repairs	\$ 6,200.00	\$ 800.00	\$ -	\$ 7,000.00
01-02-740-025	Contingency	60,000.00	-	(800.00)	59,200.00
01-01-730-001	Office Supplies	1,750.00	250.00	-	2,000.00
01-02-740-025	Contingency	59,200.00	-	(250.00)	58,950.00
Total:		\$ 1,050.00	\$ (1,050.00)		
Finance (01-02)					
01-02-720-001	Mobile Charges	\$ 480.00	\$ 245.00	\$ -	\$ 725.00
01-02-740-025	Contingency	58,950.00	-	(245.00)	58,705.00
Total:		\$ 245.00	\$ (245.00)		
Central Park North (01-04)					
01-04-770-000	Electricity	\$ 1,000.00	\$ 950.00	\$ -	\$ 1,950.00
01-02-740-025	Contingency	58,705.00	-	(950.00)	57,755.00
Total:		\$ 950.00	\$ (950.00)		
Saddlebrook Park (01-06)					
01-06-750-008	Mowing Services	\$ 5,928.90	\$ 571.10	\$ -	\$ 6,500.00
01-02-740-025	Contingency	57,755.00	-	(571.10)	57,183.90
Total:		\$ 571.10	\$ (571.10)		
Building/Recreation Center (01-15)					
01-15-630-000	Recreation Center Full-Time	\$ 164,686.40	\$ 18,913.60	\$ -	\$ 183,600.00
01-15-630-001	Recreation Center Full-Time Custodian	126,278.00	22,722.00	-	149,000.00
01-02-740-025	Contingency	57,183.90	-	(41,635.60)	15,548.30
Total:		\$ 41,635.60	\$ (41,635.60)		
Central Park West (01-20)					
01-20-650-000	Group Medical & Life	\$ 3,540.00	\$ 460.00	\$ -	\$ 4,000.00
01-02-740-025	Contingency	15,548.30	-	(460.00)	15,088.30
Total:		\$ 460.00	\$ (460.00)		
Grand Total General Fund Budget Transfers: \$ 44,911.70					
Total FY 2020/2021 General Fund Original Appropriation Amount: \$ 3,227,701.97					
Maximum Amt. of Intra-Fund Budget Transfers (Limited to 10%): \$ 322,770.20					

OAK BROOK PARK DISTRICT
EXHIBIT A
BUDGET TRANSFERS- FISCAL YEAR 2020-2021

Fund & Department	Account Description	Original Budget Balance	Transfer To	Transfer From	Revised Budget Balance
Administration (02-01)					
02-01-670-001	Computer Parts & Repairs	\$ 6,500.00	\$ 1,300.00	\$ -	\$ 7,800.00
02-01-840-025	Contingency	60,000.00	-	(1,300.00)	58,700.00
02-01-800-005	Non-capital Computer & Printer	6,500.00	\$ 500.00	-	7,000.00
02-01-840-025	Contingency	58,700.00	-	(500.00)	58,200.00
Total:		\$ 1,800.00	\$ (1,800.00)		
Fitness Center (02-21)					
02-21-650-000	Group Medical & Life	\$ 25,877.00	\$ 623.00	\$ -	\$ 26,500.00
02-01-840-025	Contingency	58,200.00	-	(623.00)	57,577.00
Total:		\$ 623.00	\$ (623.00)		
Children's Programs (02-30)					
02-30-640-215	Youth Basketball	\$ 4,635.00	\$ 39,365.00	\$ -	\$ 44,000.00
02-01-840-025	Contingency	57,577.00	-	(39,365.00)	18,212.00
Total:		\$ 39,365.00	\$ (39,365.00)		
Preschool Programs (02-31)					
02-31-800-200	Early childhood non-capital/small	\$ 1,050.00	\$ 350.00	\$ -	\$ 1,400.00
02-01-840-025	Contingency	18,212.00	-	(350.00)	17,862.00
02-31-640-050	Early childhood contract program	6,600.00	1,800.00	-	8,400.00
02-01-840-025	Contingency	17,862.00	-	(1,800.00)	16,062.00
Total:		\$ 2,150.00	\$ (2,150.00)		
Youth Programs (02-32)					
02-32-640-050	Youth contracted instruction	\$ 900.00	\$ 400.00	\$ -	\$ 1,300.00
02-01-840-025	Contingency	16,062.00	-	(400.00)	15,662.00
02-32-793-003	Youth Pee Wee Camp	400.00	1,900.00	-	2,300.00
02-01-840-025	Contingency	15,662.00	-	(1,900.00)	13,762.00
Total:		\$ 2,300.00	\$ (2,300.00)		
Special Events and Trips (02-60)					
02-60-765-031	Program Materials- Winter Lights	\$ -	\$ 23,500.00	\$ -	\$ 23,500.00
02-01-840-025	Contingency	13,762.00	-	(13,762.00)	-
02-40-640-171	Men's Basketball	18,144.00	-	(9,738.00)	8,406.00
Total:		\$ 23,500.00	\$ (23,500.00)		

OAK BROOK PARK DISTRICT
EXHIBIT A
BUDGET TRANSFERS- FISCAL YEAR 2020-2021

Fund & Department	Account Description	Original Budget Balance	Transfer To	Transfer From	Revised Budget Balance
Marketing (02-80)					
02-80-631-000	Administration Part-Time	\$ -	\$ 12,175.00	\$ -	\$ 12,175.00
02-80-650-000	Group Medical & Life	67,771.76	-	(12,175.00)	55,596.76
Total:		\$ 12,175.00	\$ (12,175.00)		

Grand Total Recreation Fund Budget Transfers:	\$ 81,913.00
Total FY 2020/2021 Recreation Fund Original Appropriation Amount:	\$ 4,324,926.99
Maximum Amt. of Intra-Fund Budget Transfers (Limited to 10%):	\$ 432,492.70

Tennis Center- Building (07-71)					
07-71-650-000	Group Medical and Life	\$ 20,000.00	\$ 4,000.00	\$ -	\$ 24,000.00
07-01-740-025	Contingency	50,000.00	-	(4,000.00)	46,000.00
07-71-780-000	Risk Management PDRMA	36,000.00	1,000.00	-	37,000.00
07-01-740-025	Contingency	46,000.00	-	(1,000.00)	45,000.00
Total:		\$ 5,000.00	\$ (5,000.00)		

Tennis Center- Programs (07-75)					
07-75-610-000	Depreciation	\$ 140,000.00	\$ 12,000.00	\$ -	\$ 152,000.00
07-01-740-025	Contingency	45,000.00	-	(12,000.00)	33,000.00
Total:		\$ 12,000.00	\$ (12,000.00)		

Grand Total Recreational Facilities Fund Budget Transfers:	\$ 17,000.00
Total FY 2020/2021 Rec. Fac. Fund Original Appropriation Amount:	\$ 2,124,807.24
Maximum Amount of Intra-Fund Budget Transfers (Limited to 10%):	\$ 212,480.72

Sports Core-Fields (08-03)					
08-03-631-000	Part-Time Staff	\$ 3,432.00	\$ 2,968.00	\$ -	\$ 6,400.00
08-03-630-000	Full-Time Staff	33,400.00	-	(2,968.00)	30,432.00
08-03-790-021	Athletic Fields	3,500.00	4,452.00	-	7,952.00
08-03-630-000	Full-Time Staff	30,432.00	-	(4,452.00)	25,980.00
08-03-995-100	Capital Improvement Fee	-	5,400.00	-	5,400.00
08-03-650-000	Group Medical & Life	25,876.80	-	(5,400.00)	20,476.80
Total:		\$ 12,820.00	\$ (12,820.00)		

OAK BROOK PARK DISTRICT
EXHIBIT A
BUDGET TRANSFERS- FISCAL YEAR 2020-2021

Fund & Department	Account Description	Original Budget Balance	Transfer To	Transfer From	Revised Budget Balance
Sports Core- Tennis (08-75)					
08-75-995-100	Capital Improvement Fee	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
08-75-820-000	Operations Mgmt. Costs	15,000.00	-	(1,500.00)	13,500.00
		Total:	\$ 1,500.00	\$ (1,500.00)	

Grand Total Sports Core Fund Budget Transfers:	\$ 14,320.00
Total FY 2020/2021 Sports Core Fund Original Appropriation Amount:	\$ 425,370.94
Maximum Amount of Intra-Fund Budget Transfers (Limited to 10%):	\$ 42,537.09



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: REVISION: ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL SECTION 4.12 PURCHASING POLICY

AGENDA No.: 8 B

MEETING DATE: MARCH 15, 2021

STAFF REVIEW:

Chief Financial Officer, Marco Salinas:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY)

The Board of Park Commissioners last approved amendments to Section 4.12 Purchasing Policy in January 2017. Subsequent to that date, the Park District implemented replacement financial reporting software (BS&A) that, among other things, modified our process for creating and issuing purchase orders. The existing Purchasing Policy no longer accurately reflects our existing process for creating and approving purchase orders.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

If approved, the accompanying proposed revisions to our Purchasing Policy will accurately reflect the existing procedures undertaken by staff to conduct activities over the District's purchases.

ACTION PROPOSED:

For Review and Discussion Only.

4.12 Purchasing Policy

Purpose:

This policy and procedure will define guidelines for the purchasing of necessary quality goods and services for the Park District.

GENERAL GUIDELINES

A. ~~All Purchases totaling \$499.99 or less~~ will not require the issuance of a purchase order, ~~with the exception of any purchases to be carried-out with a District issued procurement card ("P-Card"), regardless of the purchase amount.~~ For further information specific to the District's P-Card program, refer to Section 4.11 Procurement Card Policy, which is incorporated into this Purchasing Policy, by reference.

B. Purchases of \$500.00 ~~or more~~ will require the ~~creation~~ completion of a purchase requisition and subsequent issuance of ~~a purchase~~ purchase order prior to the procurement of the goods and/or services. A purchase requisition is a written request to purchase goods and services and requires the appropriate approvals before a corresponding purchase order can be issued. A purchase order authorizes the actual purchase of goods and/or services on behalf of the district.

C. Purchases in excess of \$25,000.00 are subject to additional procedures which are set forth in Section 4.4 Contracts – Policy for the Review, Approval and Execution of Contracts, which is incorporated into this Purchasing Policy, by reference.

~~A-D.~~ Purchases that are identified as "emergency" by the Executive Director are subject to additional procedures which are set forth in Section 4.6 Emergency Expenditures Policy, which is incorporated into this Purchasing Policy, by reference.

E. The appropriate vendor(s) ~~may will~~ need to be contacted to obtain ~~for~~ pricing and other pertinent information so ~~that~~ the employee ("requester") ~~purchase may~~ create the corresponding purchase requisition using the District's purchase order software module ("P.O. module"). ~~order can be completed.~~

~~B-F.~~ Employee access to the P.O. module may only be granted by the Chief Financial Officer or Finance Manager in response to a written request from the appropriate supervisor.

PROCEDURES FOR THE CREATION OF A PURCHASE REQUISITION/ORDER

A. Once a requester has been granted access to the District's P.O. module, he/she may create a purchase requisition as follows:

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a. Requester shall log into the P.O. module and select “add” located in the Data Entry-Purchase Order Entry menu;

b. A purchase requisition form will appear on the computer screen, containing numerous fields that will need to be populated with information such as vendor number, name of approving department, posting date, quantities, pricing, descriptions of the goods and services being requested, as well as the appropriate general ledger accounts. The P.O. module will automatically alert the requester if the requested purchase will result in an “over budget” state to any of the general ledger accounts being used. Once the purchase requisition has been finalized and saved, the corresponding supervisor will receive an electronic notice that the requisition is awaiting his/her review and approval.

B. The supervisor shall review the purchase requisition for accuracy and completeness and may approve it without further modifications, modify it before approving it, permanently cancel it, or deny it and return it to the requester for additional modifications. If approved by the supervisor, the Chief Financial Officer (C.F.O.) will receive an electronic notice that the requisition is awaiting his/her review and approval.

C. The C.F.O. shall review the purchase requisition for accuracy and completeness and may approve it without further modifications, modify it before approving it, permanently cancel it, or deny it and return it to either the supervisor or requester for additional modifications. If the requisition is approved by the C.F.O, the P.O. module will record the appropriate encumbrances and convert the purchase requisition into a purchase order. An email notice will subsequently be sent to the requester alerting him/her that a purchase order has been created, which provides confirmation that the requested purchase of goods and/or services has been approved.

D. When warranted, the requester shall provide the vendor or service provider with a copy of the purchase order document which contains the details of the approved purchase, as well as language concerning the district’s terms and conditions and the Illinois Prevailing Wage Act. See Exhibit “A” for a sample of a completed purchase order.

G.G. Pre-numbered purchase order forms can be obtained from the Chief Financial Officer or designated person when he or she is away from the office. Appendix B.

D.H. The pre-numbered purchase order is a 2-ply carbonless form. The top copy will be filed numerically in a binder and remain in Accounting, the yellow copy will be given to the initiator once all the approvals/signatures have been obtained.

E.I. The yellow copy of the completed purchase order will need to be attached to the A/P voucher and vendor invoice. The invoice must reference the PO #. This paper work will then be placed in the A/P inbox in Accounting for entry into the MSI Accounts Payable System. The pricing on the invoice will need to match the pricing on the purchase order. Any discrepancies will need to be approved by the initiator’s Director. Estimated shipping, handling and fuel surcharges will need to be on the purchase order as well.

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Any discrepancies from the estimated shipping, handling and fuel surcharges will need to be approved by the initiator's Director as well.

~~F.J. A/P vouchers \$500.00 and greater will not be processed if the 2nd ply of the purchase order is not attached to the original invoice.~~

~~G.K. The Procurement Card (P Card) will continue to be used for purchase of goods and services. All purchases \$500.00 and greater made on the P Card will require a purchase order prior to the purchase. For further information on use of the P Card, see Section 4.11 Procurement Card Policy, which is incorporated as part of this Purchasing Policy by reference.~~

~~H.L. The process for making purchases in excess of \$25,000 is set forth in Section 4.4 Contracts — Policy for the Review, Approval and Execution of the Contracts of this Manual, which is incorporated as part of this Purchasing Policy by reference.~~

~~I. The process for making emergency purchases is set forth in Section 4.4 Contracts — Policy for the Review, Approval and Execution of the Contracts and Section 4.6 Emergency Expenditures Policy, which are incorporated as part of this Purchasing Policy by reference.~~

~~J. For purchasing authorization and approval limits, see Sections 4.4 Contracts — Policy for the Review, Approval and Execution of the Contracts.~~

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Approved by Board of Commissioners October 18, 2010
Revisions approved August 15, 2016
Revised 1-16-17

PURCHASE ORDER
APPENDIX B.

938851

TO _____ SHIP TO _____
ADDRESS _____ ADDRESS _____
CITY _____ CITY _____

REQ. NO.	FOR	DATE REQUIRED	TERMS	HOW SHIP	DATE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18		Requested By:			
19		Approval Level			
20		1.			
21		2.			
22		3.			

OUR ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, ETC.
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED.

PLEASE SEND COPIES OF YOUR INVOICE WITH ORIGINAL BILL OF LADING

PURCHASING AGENT

**~~ACKNOWLEDGMENT OF OAK BROOK PARK DISTRICT
PURCHASING POLICY~~**

~~Please sign and date this acknowledgment and return it to the Human Resources Department.~~

~~I fully understand and will comply with the Oak Brook Park District's Purchasing Policy which
was approved by the Oak Brook Park District Board of Commissioners on August 15, 2016.~~

~~Employee Signature: _____~~

~~Print Name: _____~~

~~Date: _____~~

Approved by Board of Commissioners October 18, 2010, with revisions approved August 15,
2016, January 17, 2016

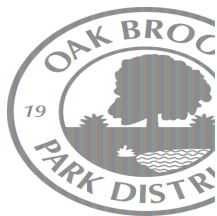


EXHIBIT A

OAK BROOK PARK DISTRICT

1450 Forest Gate Road
Oak Brook, IL 60523-2151
(630) 645-9520

PURCHASE ORDER

NO. 21-3364

Date: 03/01/2021

VENDOR NO. 3386

Page: 1/2

Issued To:

ROBBINS SCHWARTZ
55 WEST MONROE ST.
SUITE 800
CHICAGO IL 60603-5144

Ship To:

OAK BROOK PARK DISTRICT
ACCOUNTS PAYABLE
1450 FOREST GATE RD
OAK BROOK, IL 60523

Quantity	Unit	Description		Unit Cost	Total Cost
1	EA	GENERAL LEGAL SERVICE	01-10-821-000	\$380.00	\$380.00
1	EA	LEGAL- CENTRAL PARK NORTH PRJCT	12-95-940-065	\$60.00	\$60.00
1	EA	LEGAL- DNS LAND SALE TO TOLLWAY	01-10-821-000	\$760.00	\$760.00
1	EA	LEGAL-BRD REVIEW TAX OBJCT.	01-10-821-000	\$200.00	\$200.00

Total PO Amount

\$1,400.00

Authorize Signature

Date

EXHIBIT A

This Purchase Order is subject to the following terms and conditions:

1. Payment shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after the equipment has been delivered, inspected and accepted by the Oak Brook Park District ("District").
2. Contractor shall not grant rights in or to, or otherwise encumber the equipment or any parts of the equipment, to, in or by any third parties at any time, that would impair or delay the full exercise by District of any of its rights or remedies under this agreement. Clean and unencumbered title to the equipment shall be transferred to District upon acceptance of the equipment by District. Title to, and the risk of loss, injury or destruction from any casualty to the equipment, regardless of cause, will be the responsibility of Contractor until the equipment has been received, inspected and accepted by District.
3. The District is exempt for the Illinois Retailer's Occupational Tax, the Illinois Use Tax and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. District shall provide Contractor with District's tax exemption identification number, for use by Contractor for this project only.
4. The District will have the right to inspect the equipment upon receipt and to reject any nonconforming or damaged equipment within a reasonable time after delivery. District will give notice to Contractor of any rejection of the equipment or claim for damages on account of condition, quality or grade of the equipment. Neither inspection nor acceptance by District shall act as District's acceptance of any defects or deficiencies in the equipment and shall not act as a waiver of any rights District has with respect to such defects, deficiencies or failure, including rights under any warranty.
5. Contractor shall procure and maintain insurance, and shall cause all subcontractors hired to perform any work in conjunction with this purchase, of the following types and amounts, naming the District, its commissioners, employee, agents and volunteers shall be named as additional insureds:
 - a. Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. C GL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be deemed excess of such Contractor's insurance and shall not contribute with it.
 - b. Business Auto Liability Insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
 - c. Workers Compensation Insurance and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Contractor's activities.
6. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, protect and defend the District, its officers, employees and agents, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the performance of the work by the Contractor or any subcontractor under this agreement, or from any negligent or willful acts, errors or omissions in the performance of the work of the Contractor or any subcontractor hereunder, or from any breach of the Contractor's obligations or any material default by the Contractor under this agreement.
7. This agreement, its validity, enforceability and interpretation, shall be governed by the laws of the State of Illinois. Jurisdiction for any claims shall be only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
8. Nothing contained in any provision of this agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the District under the Illinois Local Government and Governmental Employees Tort Immunity Act.
9. For those contracts calling for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("the Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: ADMINISTRATION POLICIES AND PROCEDURES
MANUAL**

AGENDA No.: 8 C
MEETING DATE: MARCH 15, 2021

STAFF REVIEW:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

The Administration Policies and Procedures Manual was reviewed and approved by the Board during the June 15, 2015 Board Meeting.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

In reviewing the manual, it was noted certain policies and procedures needed updates to reflect changes in staff titles and operating procedures.

Presented in the following pages are the recommended proposed minor changes to the manual.

Any policy requiring a major update is presented to the Board of Commissioners for review and approval as separate Board Meeting Agenda topic.

Any procedure requiring a major update is presented to the Executive Director for review and approval and is included in this review.

ACTION PROPOSED:

For Review and Discussion only.

1.1. Rules Of The Board Of Park Commissioners

The following rules shall govern the operation and meetings of the Board of Park Commissioners of the Oak Brook Park District:

I. MEETINGS

A. The Board shall hold its regular meetings on the third (3rd) Monday of each month, at 6:30 p.m., at the Oak Brook Park District Recreation Center, or at such other time and location as may be specified in the Meeting Notice, unless a regular meeting is rescheduled as provided in Paragraph B of this Section of the Board's Rules.

1. Annual Meeting

The annual meeting of the Board of Park Commissioners shall be conducted during the regular meeting held on the third Monday of May in each year at the Oak Brook Park District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, 60523.

B. In accordance with the Park District Code, special meetings of the Board or the rescheduling of any regular meeting of the Board may be initiated at the request of the President or any two Commissioners. At least forty-eight (48) hours before such a special meeting, the Executive Director shall provide notice of the date, time, place and agenda for such special meeting to all Commissioners and to any news medium that has annually requested notice of meetings, and shall post notice of such meeting at the District's Recreation Center and on the District's website. Any rescheduling of a regular meeting of the Board shall be approved by a majority of the Commissioners at an open meeting. At least forty-eight (48) hours before such rescheduled meeting, the Executive Director shall provide notice of the date, time, place and agenda for any such meeting to all Commissioners and to any news medium that has annually requested notice of meetings, and shall post notice of such meeting at the District's Administration Office of the Family Recreation Center and on the District's website.

C. The Executive Director or his or her designee shall be responsible to provide notice of all regular, special and rescheduled meetings in accordance with the requirements of the Illinois Open Meetings Act.

D. If a majority of the Commissioners determines to change the annual schedule of the Board's regular meeting dates, the Executive Director shall provide at least ten (10) days' notice of such change by publication in a newspaper of general circulation in the District, by giving notice of such change to all Commissioners and to any news medium that has annually requested notice of meetings, and by posting notice of such change at the District's Administration Office of the Family Recreation Center and the District's website.

E. A majority of the Commissioners shall constitute a quorum to do business. No ordinance, resolution or motion may be passed except in the presence of a quorum.

F. By a vote of a majority of the Commissioners present, the Board may consider certain matters in closed meetings as provided in the Open Meetings Act.

G. If a quorum of the members of the Board is physically present, a majority of the Board may allow a member to attend the meeting by video or audio conference, but only in accordance with the requirements of the Illinois Open Meetings Act and the following requirements:

1. The member is prevented from physically attending because of (i) personal illness or disability; (ii) employment purposes or the business of the District; or (iii) a family or other emergency.

2. The member notifies the Board secretary before the meeting unless advance notice is impractical.

3. All required notice of the meeting has been provided as required by the Open Meetings Act.

4. If the meeting is required to be open to the public under the Open Meetings Act, provision shall be made, by speaker phone or otherwise, for members of the public who may be present at any such meeting to hear or be informed of any statements made or vote taken from the absent member who is participating in the meeting by video or audio conference.

5. Minutes of any such meeting shall indicate which member is attending by video or audio conference and shall include any statements made or vote taken by the absent member who participated in the meeting by video or audio conference.

II. COMMISSIONERS

ROLE

The role of the Park District Board Commissioner is to serve the patrons of the Oak Brook Park District by understanding the needs of the community and by providing strategic direction and support to staff to meet those needs.

TERM OF SERVICE

The Park District Board Commissioner is elected by residents within the Oak Brook Park District's jurisdictional boundaries to serve a 6-year term. A commissioner may be reelected to serve an unlimited number of 6-year terms.

RESPONSIBILITIES

- Communicate with the public to gain an understanding of their needs to ensure the Park District is meeting those needs.
- Help set a strategic direction that adopts goals relating to the vision and mission of the District.
- Adopt policies based on well researched guidance from the Executive Director that allow the District to run efficiently, effectively, legally and ethically.
- Be well versed on the Park District's mission, services, policies and programs.
- Be an advocate for the District by identifying personal connections, networks and partnerships to secure financial resources and influence public policy to achieve its mission.
- Follow conflict of interest and confidentiality policies of the Board and assist the Board in carrying out its fiduciary duties.
- Promote the image of the District.
- Monitor the finances of and protect the assets of the Park District.
- Develop a solid understanding of laws, policies, and procedures associated with Board service.
- Prepare for and attend all Board and assigned committee meetings.
- Elect Board Officers – President, Vice President, Secretary and Treasurer.
- Attend and participate in special events and District functions.
- Hire, terminate, supervise, evaluate and support the Executive Director.

CONDUCT

- Conduct the business of the Park District and the Board with civility and respect for one another, staff members, and the District's attorney.
- Adopt and adhere to a code of ethics.
- Conduct the business of the Park District and the Board only at duly called Board meetings.
- Support the role of the Executive Director as the administrator of the District.
- Direct all Board requests for information or resources to the Executive Director.

TRAINING

Develop a solid understanding of laws, policies, and procedures associated with service on the board, including:

- Rules of the Board of Park Commissioners
- Park District Code
- Open Meetings Act
- Freedom of Information Act
- State Officials and Employees Ethics Act
- Local Government Travel Expense Control Act

III. BOARD OFFICERS

The officers of the Board of Park Commissioners shall be President, Vice President, Secretary, and Treasurer as prescribed by law, and such assistants and other officers as may be chosen by the Board.

All officers shall be elected by the Commissioners at the annual meeting as provided in Section 1.A.1, and at such other times as a vacancy occurs. Officers shall hold office until the next annual meeting and/or until his or her successor is chosen. Vacancies may be filled by appointment by a majority of the remaining members of the Board at any Board meeting. In the case of the temporary absence or inability of any officer to act as such, the Board may fill the office *pro tempore*.

A. PRESIDENT:

The President of the Board is the presiding officer at all meetings of the Board, and shall seek to include all Commissioners present in the Board's discussions at any meeting.

The President's vote shall be called for on all matters before the Board in the normal voting rotations with other Commissioners.

ROLE

The role of the President is to lead the Board of Commissioners in setting a strategic direction for the Park District to serve the needs of the community.

TERM OF SERVICE

The President is elected by the Board of Commissioners for a one-year term. A commissioner may serve as President for an unlimited number of one-year terms.

RESPONSIBILITIES

- Serve as presiding officer at all meetings of the Board and preserves order and decorum at those meetings.
- Facilitate discussion at the meeting and establishes committees and appoints committee chairs as appropriate to address issues.

- Collaborate with the Executive Director to prepare the Board meeting agenda.
- Keep all Board members abreast of important issues affecting the District and schedule an annual Board evaluation.
- Appoint a temporary Secretary of the Board to serve in the absence of the Board elected Secretary.
- Enforce Board policies and monitor execution of all ordinances passed by the Board, all contracts approved by the Board and all other documents and papers of the District that by law require an official signature.
- Serve as the official liaison between the Board and the Executive Director, any staff member, and the District's attorney.
- Serve as the District's spokesperson and official District representative to the Illinois Association of Park Districts and any other official legislative committee that will enhance the mission and vision of the District.
- Conduct an annual performance evaluation of the Executive Director.
- Publish "*A Letter From The President*" in each of the District's seasonal brochures summarizing the accomplishments of the District and progress being made on projects.

B. VICE PRESIDENT:

ROLE

The role of the Vice President is to perform the duties of the President in their absence.

TERM OF SERVICE

The Vice President is elected by the Board of Commissioners for a one-year term. A commissioner may serve as Vice President for an unlimited number of one-year terms.

C. SECRETARY:

ROLE

The role of the Secretary is to serve as local election official and legislative liaison for the District and manage the correspondence, minutes, ordinances, orders and resolutions of the Board.

TERM OF SERVICE

The Secretary is elected by the Board of Commissioners for a one-year term. The Secretary may serve an unlimited number of one-year terms.

RESPONSIBILITIES

- Attend all meetings of the Board.
- In the absence of both the President and Vice President at a meeting in which a quorum of commissioners is present, call the meeting to order and call for

selection of a President pro tempore for that meeting by a majority vote of the commissioners present at the meeting.

- Authority to administer oaths and affirmations.
- Oversee the taking, completion, and recording of all minutes, ordinances, orders and resolutions of the Board including recording and taking minutes of all closed sessions of the Board, as well as regulating the schedule of disposal of such recordings, and the release of closed meeting minutes to the public according to State law.
- Oversee the official correspondence of the Board.
- Serve as the legislative liaison of the Board, keeping in contact with legislators and informing the Board of legislative issues of interest to the Board.
- Work with the Executive Director to ensure a comprehensive records management system is in place so that the Board is in compliance with all local, state and federal reporting laws and regulations.
- Act as the Local Election Official for the District unless otherwise designated by the Board or Executive Director.

D. TREASURER:

ROLE

The role of the Treasurer is to monitor the financial policies of the District.

TERM OF SERVICE

The Treasurer is elected by the Board of Commissioners for a one-year term. A commissioner may serve as Treasurer for an unlimited number of one-year terms.

RESPONSIBILITIES

- Act as liaison between the Board and the Executive Director on financial matters of the District.
- Work with the Executive Director to develop and monitor the financial policies, annual budget and tax levy of the District.
- Sign all appropriate financial documents as needed.

IV. BOARD PACKET DISTRIBUTION

The Executive Director, in consultation with the Board President, is responsible for preparing the agendas for all Board meetings and Board committee meetings. The Executive Director shall cause the Board and the District's General Counsel to receive appropriate agenda materials no less than three (3) days before each meeting, including such items as the meeting agenda, explanatory materials related to items on the agenda, a schedule of accounts payable set for approval, an account of the District's income and expenditures, and monthly staff reports, as appropriate.

V. ORDER OF BUSINESS

A. The order of business of the Board shall be as follows:

1. Call to Order and Roll Call
2. Open Forum
3. Consent Agenda
 - a. Approval of Agenda
 - b. Approval of Minutes
 - c. Approval of Financial Statement
 - d. Approval of Warrants
4. Communications/Proclamations (if any)
5. Staff Recognition
6. Reports
7. Unfinished Business
8. New Business
9. ~~Enter~~ Closed Session (if any)
10. Closed Session (if any)
11. ~~Arise to~~ Open Session (If a ~~Closed Session~~ is held)
13. Announcement of next regular meeting
14. Adjournment

Deleted: Adjournment to

Deleted: Reconvene

Deleted: executive session

B. No matter shall be presented to the Board for action at a regular meeting of the Board, unless such matter was first raised at a previous meeting, and placed on a future agenda by consensus of the Board; provided that this rule may be suspended in accordance with Section XI of these Rules.

Except as provided in Section III(E) of these Rules, Commissioners shall generally present any requests for information from or direct the responsibilities of the Executive Director, any staff member, or the District's attorney at a meeting of the Board. If any such request is then approved by a majority of the Commissioners, the Executive Director, the staff member, or the District's attorney shall provide such information as exists to all Commissioners at or prior to the next meeting of the Board or, if the collection of information will require additional time, on such a date as determined by the Board at the recommendation of such persons. If there is a more immediate need for information from the Executive Director or any staff member or for an opinion from the District's

attorney, the Commissioner requesting such information or opinion shall make his or her request to the Executive Director, who may seek the information or opinion immediately if the request is directly or indirectly related to discussions or direction already conducted or provided by the Board; however, if necessary to assure the Board's consensus, the Executive Director shall poll the Board for authorization to provide the requested information or opinion.

VI. VOTING

A. All Commissioners shall endeavor to vote aye or nay, except that a Commissioner may vote "abstain" or "present" when a conflict of interest exists which makes it improper under State law for the Commissioner to vote on the issue in question, or when the Commissioner determine that a vote of "abstain" or "present" is in the best interest of the District, and except that the Commissioners may act by a consensus of those present concerning matters for which a formal vote is not required by law, such as giving direction to the Executive Director, any staff member, or the District's attorney. The ayes, nays and abstentions shall be taken upon the passage of all ordinances, resolutions or motions, and shall be recorded in the minutes of the Board.

B. When requested by any two Commissioners, any motion submitted to the Board for a vote shall be reduced to writing before being voted upon.

C. The Board may, at any meeting, by unanimous consent, take a single roll call vote, by yeas and nays, on the several questions of the passage of any two (2) or more of the designated ordinances, orders, resolutions or motions that are placed together for voting purposes in a single group as part of a consent agenda. Instead of entering the names of the Commissioners voting ye and nay on the passage of each of the designated ordinances, orders, resolutions and motions included in the consent agenda, a single vote shall be entered in the minutes for the consent agenda. The taking of a single vote and the entry of the words "consent agenda" in the minutes shall be sufficient compliance with the requirements of this section of the Board's Rules. At the request of any individual Commissioner, an item may be removed from the consent agenda for further discussion and a separate vote. Items that may be placed on the consent agenda include, but are not limited to, approval of minutes, approval of monthly expenditures, approval of committee reports, and approval of ordinances, resolutions or policies previously discussed and on which there was a consensus of the Commissioners. Items that may not be placed on the consent agenda include but are not limited to bond ordinances, and ordinances, resolutions or policies on which no consensus has been reached by the Commissioners. If any item on the consent agenda requires a greater vote for passage than a majority vote of all elected Commissioners, the entire consent agenda must be approved by the required vote.

D. In general, a vote or action of the Board may be reconsidered at any time, so long as there are as many Commissioners present as when the vote was originally taken. However, if the District has already approved a contract or made a commitment to a third

person based on a prior vote, and such person has reasonably relied on the Board's action, reconsideration will not be allowed. A motion to reconsider must be made by a Commissioner who voted on the prevailing side when the vote was originally taken. If there is a change in the membership of the Board, by appointment or election, reconsideration of a previous vote may be initiated by motion of any Commissioner and approved by a majority of the Commissioners. Once a motion for reconsideration is defeated, it may not be renewed or reconsidered.

VII. ADDRESSING THE BOARD

A. Pursuant to the Open Meetings Act (5 ILCS 120/2.06(g)), any person shall be permitted an opportunity to address the Board under the rules established by the Board. This article establishes the rules governing public comment.

B. Unless compliance is waived by the majority of the Board, all persons wishing to address the Board at a regular meeting of the Board shall do so in compliance with these Rules, which shall be posted at the sign-in table outside the meeting room:

1. No person who is not a Commissioner shall address the Board at any meeting without the consent of the majority of Commissioners present, except during the "Open Forum" portion of the agenda, except that the presiding officer may, without consent of the Board, recognize the Executive Director, any staff member, or the District's attorney who is present at such a meeting to authorize him/her to speak to an issue then under consideration.
2. Any person invited to appear before the Board, including, but not limited to, a consultant or contractor, may address the Board in accordance with these Rules.
3. During the "Open Forum" portion of the agenda, any member of the public may address the Board; providing that all speakers shall comply with these Rules and with any rulings of the presiding officer:
 - a. Any person wishing to address the Board may provide his/her contact information on the sign in sheet provided before the start of the meeting so that the Board or the Board's designee may provide a response, if required, to the comments and/or questions presented by the speaker.

During "Open Forum", the President of the Board shall extend an invitation to individuals wishing to address the Board. Individuals desiring to speak shall seek to be recognized then, upon recognition, approach the podium in an orderly fashion, one speaker at a time, stating his/her name the subject matter or issue concerning which the person wishes to address the Board.

- b. All comments shall be directed only to the presiding officer.
 - c. No person shall engage in debate or shall direct threats or personal attacks at the Board, any staff member or any other speaker or member of the audience.
 - d. Members of the audience shall refrain from applauding, cheering, booing, or other demonstrations during or at the conclusion of remarks made by any speaker addressing the Board or made by any Commissioner in response to comments made during Open Forum.
- 4. Before any member of the public addresses the Board during "Open Forum", the presiding officer may impose reasonable time limits on the time allowed for "Open Forum", and for each speaker who takes part therein, giving consideration to the probable number of speakers and to the hour. In no event shall any person addressing the Board be permitted to speak for more than five (5) minutes without the express permission of a majority of the Board.
 - 5. The presiding officer may limit repetitive statements. Whenever possible, groups seeking to address the Board shall consolidate their comments and avoid repetition by using representative speakers on their behalf.
 - 6. The presiding officer may limit irrelevant, immaterial or inappropriate comments of statements, and shall have the right to halt or suspend public comments if the rules are not being followed.
- C. Members of the public shall have no right to address the Board at any regular or special meeting that is closed to the public in accordance with the requirements of the Open Meetings Act, or at any special meeting of the Board unless the agenda provides for "Open Forum".

VIII. RULES GOVERNING PUBLIC RECORDING OF MEETINGS

- A. Pursuant to the Open Meetings Act (5 ILCS 120/2.05), an individual from the public may record a Board meeting open to the public by tape, film or other means, subject to the rules as set for the by the Board for such recordings. The District's policy is to cooperate with representatives of the print and broadcast media and with other members of the public who wish to record public meetings of the Board by tape, film or other means, so long as said recordings are not disruptive to the meeting, and do not violate the rights of the members of the Board, District staff and the public.
- B. Any person desiring to photograph, or to audio or video record a Board or Committee meeting open to the public may do so subject to the following rules. It is the intent of the Park Board in adopting these rules to provide reasonable access and opportunity to persons desiring to photograph or make such recordings while at the same time avoiding disruption to and interference with the conduct of the meeting, including

the deliberative process, or the ability of other persons attending the meeting to see or hear the proceedings, or the creation of unsafe conditions or damage to property.

1. All recording equipment must be in place prior to the commencement of the meeting.
2. No equipment, wiring or accessory may be affixed or attached to any District property without the prior consent of the Executive Director, which consent may be withheld at the discretion of the Executive Director.
3. No person photographing or recording the meeting shall by position, location or movement of self or equipment materially interfere with or obstruct any person's view of the meeting or ability to hear the meeting.
4. No person photographing or recording the meeting shall by position, location or movement of self or equipment materially block or obstruct access to or from the meeting or to or from the seating in the meeting or to or from any emergency exit in the meeting room or constitute a tripping or other hazard.
5. Equipment or devices used may not emit sounds that are distracting to members of the audience or the Board.
6. While the use of special lighting necessary to photograph or video record a meeting is permitted, lighting that creates a glare or shines in the eyes of persons attending or participating in the meeting or is otherwise obtrusive or distracting is not permitted. The President of the Board may require that such forms of artificial lighting not be used.
7. All recording equipment and wiring used shall conform to applicable electrical codes. No accessory shall be plugged in or attached to any electrical outlet if doing so would create a safety hazard.
8. Persons operating equipment necessary to photograph or record the meeting shall be given a reasonable opportunity to modify their actions in order to conform to these rules.
9. If any provision of these rules or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of these rules or the application thereof to other persons and circumstances.

IX. MINUTES

A. The Recording Secretary appointed by the Board, or his/her designee, shall attend all meetings of the Board, whether open or closed, and shall keep a full record of the proceedings, which shall, at the next regular meeting of the Board, be approved and accepted by the Board as the official minutes of its proceedings. Minutes of open meetings shall, thereafter, be available for public inspection.

B. The Recording Secretary shall be responsible to assure that a verbatim recording of any closed meeting of the Board is made, and the Executive Director shall be responsible to store all such recordings and the minutes of closed meetings in a place that will maintain the confidentiality of such recordings and minutes until such time as the Board determines that they no longer require confidentiality and makes them available for public inspection or authorize their destruction pursuant to Section 2.06(c) of the Illinois Open Meetings Act.

C. Any Commissioner may review such minutes prior to the Board's approval of a resolution making any minutes of closed meetings available for public inspection. The District's Attorney shall review the minutes of all closed meetings every six (6) months and shall recommend to the Board that any such minutes that no longer require confidential treatment should be made available for public inspection.

X. ROBERT'S RULES OF ORDER

Robert's Rules of Order, most recent edition, shall generally govern the deliberations of the Board, except when in conflict with any of the specific provisions of these Rules.

XI. SUSPENSION OF RULES

At any meeting of the Board, a majority of Commissioners present may consent to suspend any or all of these Rules for the entire meeting or for certain matters to be considered at that meeting.

XII. AMENDMENT OF RULES

These Rules may be amended or repealed at any regular meeting of the Board; provided, however, that written notice of any such amendment or motion for repeal shall be provided to each Commissioner at a meeting preceding the meeting at which the amendment or motion to repeal is to be presented.

XIII. PROSPECTIVE CANDIDATE INFORMATION

The Board recognizes that, as good leaders, the members of the Board should be actively involved in seeking out qualified residents of the District to run for a position on the Board. In addition, Board members should take an active role in training newly elected Board members. The District's staff shall prepare an information packet containing essential information to be made available to prospective candidates. Additionally, at least one informational session with the Executive Director and a department head shall take place.

Approved by the Board of Commissioners: June 15, 2015

Revisions approved by the Board: August 15, 2016 Board Meeting

Revisions approved by the Board: February 17, 2020 Board Meeting

Revisions approved by the Board: _____ Board Meeting

1.2 Use of and Admission to Park District Facilities for Park Commissioners

To effectively serve in their office, Park Commissioners require feedback from the residents of the District concerning the District's facilities, memberships, special events, and programs to assist them in managing and controlling the District's property and planning, establishing and maintaining recreational programs. It is within the best interests of the District for Commissioners to invite guests to attend and participate in District programs and facilities to facilitate a free exchange of ideas and generate feedback.

- A. For the purpose of assisting Commissioners in collecting feedback and ideas regarding the facilities, memberships, special events and programs of the District, the Park Board of Commissioners permits up to 8 guests of each Commissioner, per quarter, to participate in and attend District facilities, memberships, special events and programs without charge.
- B. Every quarter each Commissioner shall receive 8 "Guest Passes" to be used to invite guests to District facilities special events and programs.
- C. The Executive Director shall act as the administrator for the purposes of determining recreation programs and facility rental usage eligible for complimentary participation or reduced fees by Commissioners. The complimentary or reduced fees for programs or facility rental usage shall be administered as defined in the District's Personnel Policy, Section 6.8 Use of District Facilities and Programs as defined in the category of "Full Time Employee."
- D. In addition to the 8 guest passes for personal guests, Commissioners may also request guest passes to promote the District at community networking events.

1.3 Lifetime Fitness Membership Policy for Park Commissioner

The Board of Park Commissioners of the Oak Brook Park District has determined that it is appropriate and desirable to recognize the contribution to the District made by those who have served as Park Commissioners.

In recognition of the dedication of Park Commissioners to the community of Oak Brook and to the District, the Board has determined to adopt and approve for the District a "Lifetime Fitness Membership Policy", to provide for a lifetime fitness membership for past members of the Board under the following terms and conditions:

- A. Any elected Park Commissioner who has served not less than one (1) full term on the Board shall be eligible for a free individual lifetime Fitness Club membership upon completion of a membership application.
- B. Any Park Commissioner who left office prior to the effective date of this Policy shall, nevertheless, be subject to this Policy, and the Executive Director shall notify any such Park Commissioner of any change in benefits in writing.

Approved by Board of Commissioners January 10, 2011
Resolution 11-0110

1.4 Policy and Procedure Governing the Verbatim Audio Recordings of Closed Meetings

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PURPOSE:

The Verbatim Audio Recording, Storage, and Destruction of Audio Recordings of Closed Meetings Policy is adopted pursuant to the Open Meetings Act (5 ILCS 120/1, *et seq.*) (the "Act") to properly record, store, and destroy the verbatim record of the closed meetings of the Oak Brook Park District.

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The Act requires governmental bodies to keep a verbatim record of closed meetings by audio recordings. The Act also permits governmental bodies to destroy the verbatim record of closed meetings, no less than eighteen (18) months after the completion of the meeting recorded, without notification to or approval of a records commission or the State Archivist under the Local Records Act, but only after: i) the public body approves the destruction of a particular recording; and ii) the public body approves written minutes that meet the requirements of the Act for the closed meeting recorded.

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PROCEDURE:

Recording Closed Sessions:

The Oak Brook Park District shall keep a verbatim record of all Closed Session meetings, of the Board of Commissioners or any subsidiary "public body" as defined by the Illinois Open Meetings Act, 5 ILCS 120/1. The verbatim record shall be in the form of an audio recording as determined by the Board of Commissioners.

Deleted: (also referred to as "Executive Session" meetings)

Responsibility for Recording Closed Sessions and Maintaining Recordings:

The Board Secretary or his/her designee shall be responsible for arranging for the recording of such closed sessions. The Board Secretary, or his/her designee, shall securely maintain the verbatim recordings of all closed sessions of the Board of Commissioners of the Park District.

Closed Session Minutes:

In addition to the recordings of the closed session, the Park District will keep minutes of all closed meetings in accordance with the requirements of the Open Meetings Act, 5 ILCS 120/2.06.

Procedure for Recording:

At the beginning of each closed session, a roll call shall be taken of those present for the audio recording. The meeting Chair shall also announce the times the closed session commences and ends at the appropriate points on the recording.

Back-Up Equipment/Procedure for Equipment Malfunction:

The Park District will maintain audio recording equipment for the Park District to comply with this Resolution. The Board Secretary or his/her designee will periodically check the equipment to confirm that it is functioning. In the event that anyone present at a closed session determines that the equipment is not functioning properly, the closed session will be temporarily suspended to attempt to correct any malfunction. In the event that an equipment malfunction cannot be corrected immediately, the closed session will terminate until such time as time as the closed session may proceed with a functioning recording device.

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Maintenance and Public Release of Recordings and Access to Tapes:

The audio recordings of closed sessions shall be maintained for 18 months after the closed session and shall not be released to the public unless such release is required by a court or administrative order or specifically authorized for release by a vote of the Board of Commissioners. Members of the Board may listen to the closed session recordings in the presence of the Board Secretary or his/her designee.

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Procedure for Destruction of Recordings:

The Board Secretary or his/her designee is hereby authorized to destroy the particular audio recordings of those closed sessions for which:

- A. The Board of Commissioners has approved the minutes of the closed sessions as to accurate content, regardless of whether the minutes have been released for public review; and
- B. More than 18 months have elapsed since the date of the closed session; and
- C. There is no court or administrative order requiring the preservation of such recording; and
- D. The Board of Commissioners approve the ordinance authorizing the destruction of the verbatim recordings of certain meetings at an open session of a regularly scheduled Board meeting. Such ordinance shall be prepared by the park district's attorney.

Approved by Board of Commissioners March 17, 2014

Revisions Approved by Board of Commissioners 2021

1.5 Sponsored or Endorsed Continuing Education Workshops & Conferences for Attendance by Board of Commissioners

The Board recognizes that continuing education results in improved public service, greater cost effectiveness in park and facility maintenance, and more efficient delivery of recreation services. In order to foster ongoing improvement, the Commissioners are encouraged to attend continuing education programs provided by the Illinois Association of Park Districts (IAPD), Illinois Park and Recreation Association (IPRA), and the National Recreation and Park Association (NRPA).

Section 1.6 Travel Expense Policy

Pursuant to the “Local Government Travel Expense Control Act” (50 ILCS 150/1 *et seq.*) (the “Act”), the Oak Brook Park District (the “Park District”) is required to establish regulations with respect to allowable travel, meal and lodging expenses.

1. Declaration of Policy: It shall be the Park District’s policy to regulate, in the manner required by the Act, reimbursement of those expenses of all Park District employees, officers and Board Commissioners, which are subject to the provisions of the Act.

2. Definitions: The following terms shall, as used in relation to effecting compliance with the Act, have the meanings set forth below:

- “Entertainment” includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.
- “Travel” means any expenditure directly incident to official travel by Park District employees, officers and Board Commissioners or by wards or charges of the Park District involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

3. Categories of Reimbursable Expenses; Maximum Allowable Reimbursements:

The Park District shall only reimburse the following types of travel, meal and lodging expenses incurred by its employees, officers and Board Commissioners:

- (a.) Travel, meal and lodging expenses incurred to attend Illinois and national parks and recreation conferences.
- (b.) Travel, meal and lodging expenses incurred in attending all training, professional development and educational opportunities directly related to parks and recreation or beneficial to the Park District.
- (c.) Travel, meal and lodging expenses incurred in conducting any business of the Park District or that furthers the Park District’s mission.

4. Maximum Allowable Reimbursements Rates by Category of Expense

Expenses incurred on official Park District business as described in Section 3 above are eligible for approval, up to the maximum allowable reimbursement rates shown by category of expense on **Exhibit A** attached to this policy, which may periodically be revised to substitute rates for one or more category of expenses to reflect then-current market conditions, on the recommendation of the Park District’s Executive Director and approved by the Board.

5. Documentation and Approval Required Prior to Reimbursement

No reimbursement of travel, meal or lodging expenses incurred by a Park District employee, officer, or Board Commissioner shall be authorized unless the "Travel, Meal, and Lodging Expense and Reimbursement Request Form", attached hereto as **Exhibit B**, has been submitted and approved. All documents and information submitted with the form shall be subject to disclosure under the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

6. General Procedure for Reimbursement Exceeding Maximum Allowed and Board Commissioner Expenses

The following expenses for travel, meals, and lodging may be approved only by a roll call vote of the Board at an open meeting of the Board:

- (a) Reimbursable expenses of any Park District officer or employee that exceeds the maximum allowed under the regulations adopted under Section 4 of this Policy;
- (b) Reimbursable expenses of any Park District Board Commissioner; and
- (c) Reimbursable expenses exceeding the maximum allowed under Section 4 above which were incurred because of the emergency or other extraordinary circumstances.

7. General Prohibition on Reimbursement of Entertainment Expenses

The Park District may not reimburse any Park District employee, officer or Board Commissioner for any expense related to entertainment as defined in Section 2 unless such expense is ancillary to the purpose of the program or event.

EXHIBIT A – PERMISSIBLE TRAVEL EXPENSES

The maximum reimbursable rates for travel-related expenses are as follows:

Maximum Reimbursable Rates for Transportation	
Air Travel	Lowest reasonable rate (coach)
Auto	IRS standard mileage rate when expense was incurred and applicable tolls
Rental Car	Lowest reasonable rate (midsize)
Rail or Bus	Lowest reasonable rate and cost shall not exceed airfare
Taxi, Shuttle, Rideshare, or Public Transportation	Actual reasonable rate

Maximum Reimbursable Rates for Meals	
Breakfast	\$15.00
Lunch	\$25.00
Dinner	\$35.00

Maximum Reimbursable Rates for Lodging	
All locations	\$225.00 / night or lowest available conference housing rate

OAK BROOK PARK DISTRICT

Travel, Meal, and Lodging Expense & Reimbursement Form

Name:		Department:		Date:		Purpose for Travel:	
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ESTIMATED EXPENSES

Travel/ Event Date (xx/xx/xx)	Registration	Airfare	Taxi/Bus/ Train/ Mileage (\$)	Lodging	Meals			Parking	Misc. (Tolls)	Total Estimated Costs	Notes
					Breakfast	Lunch	Dinner				
										\$ -	
										-	
										-	
										-	
										-	
										-	
										-	
Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Department Director Approval:	Date:
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ACTUAL EXPENSES

Travel/ Event Date (xx/xx/xx)	Registration	Airfare	Taxi/Bus/ Train/ Mileage (\$)	Lodging	Meals			Parking	Misc. (Tolls)	Total Actual Costs	Paid With P-Card	Reimb. Amount	Notes
					Breakfast	Lunch	Dinner						
										\$ -		\$ -	
										-		-	
										-		-	
										-		-	
										-		-	
										-		-	
										-		-	
Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Requestor Signature:	Date:	
By signing this form, I hereby certify that the expenses listed above were incurred for official business or for any training, professional development or education, beneficial to the Park District and are allowed pursuant to Park District policy.		2021 Mileage Reimbursement Rate: \$.56 per mile supporting documentation to travel@obparks.org

Department Director Approval:	Date:	Executive Director Approval:	Date:
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Attach Accounts Payable Voucher(s), original receipts for all expenses, supporting documentation describing the nature of the official business, event or program, and any other documentation that would assist the Board in considering your request for reimbursement, to this form. At the discretion of the Board, additional documentation relevant to the request for reimbursement may be required prior to action by the Board.

Section 1.7 Procedure for the Submittal, Review, and Authorization of Travel Expenses Requiring Board Approval During an Open Meeting of the Board of Commissioners

Oak Brook Park District Ordinance 17-0116, An Ordinance Regulating Travel, Meal and Lodging Expenses in Accordance with the Local Government Travel Expense Control Act (50 ILCS 150/1 *et seq.*) was enacted by the Board of Park Commissioners during the January 16, 2017 Board Meeting. Ordinance 17-0116 has been codified in Section 1.6 of the Administrative Policies and Procedure Manual.

In accordance with the Local Government Travel Expense Control Act certain travel expenses shall only be approved by a roll call vote of the Board at an open meeting of the Board. The following travel expenses require the approval of the Board by roll call vote during a regular meeting of the Board of Commissioners:

- 1.) For the reimbursable travel expenses of any Park District Officer or Employee that exceed the maximum rates as established in the District's Travel Expense Policy;
- 2.) For the reimbursable travel expenses of any Park District Board Commissioner; and
- 3.) When the reimbursable travel expenses exceed the maximum rates as established in the District's Travel Expense Policy which were incurred because of an emergency or other extraordinary circumstance.

Procedures:

The procedures set forth below shall be used when travel expenses are to be approved by the Board of Commissioners during a regular open meeting.

1) Park District Board of Commissioner Travel:

a) Approval of Commissioner Travel:

- i) Official business related travel of any member of the Board of Park Commissioners shall be approved in advance of travel by a roll call vote at a regular open meeting of the Board of Park Commissioners. Travel expenses shall encompass park district business related training and Commissioner education events requiring advance or on-site registration. (i.e., IPRA, IAPD, NRPA conferences and workshops)
- ii) The estimated travel expenses are to be recorded on the *Travel, Meal and Lodging Expense & Reimbursement Form ("Travel Expense Form")* [Exhibit B] and shall be submitted to the Executive Director.
- iii) Commissioner travel expenses shall not exceed the amount approved in the Oak Brook Park District Budget in that fiscal year in the aggregate, and the expenses may

not exceed the Board approved *Permissible Travel Expenses*, [Exhibit A] unless the overage is also approved in a regular open meeting of the Board of Commissioners by roll call vote.

- iv) The Executive Director shall review the District's budget to ensure the travel expenses are within the District's budget and do not exceed the Permissible Travel Expense Limits.
 - v) The Travel Expense Form shall be listed as an agenda topic on the Board Meeting Agenda and a copy of the completed form shall be included in the Board Packet for the Regular Board Meeting of the Oak Brook Park District Board of Commissioners.
 - vi) The Travel Expense Form shall be reviewed by the Board of Commissioners. A motion and a roll call vote by the Board of Commissioners is necessary to approve the travel expense as presented on the Travel Expense Form.
 - vii) Upon the Board's approval of the Commissioner travel expense, the Executive Director shall provide a copy of the approved Travel Expense Form to the Chief Financial Officer to encumber the District's budget for the estimated expense.
 - viii) The Executive Director shall appoint staff to make reservations, registrations and travel arrangements that may be completed in advance of travel on behalf of the Commissioner. Other authorized Travel Expenses not prepaid by the District, but incurred by the Commissioner during the approved travel, shall be reimbursed by the District in accordance with Section B. below.
- b) Documentation and Reimbursement for Park District Board of Commissioner Travel
- i) During the approved travel, the Commissioner shall obtain a receipt for any Park District business related travel expense. All receipts shall be recorded on the Travel Expense Form. The Commissioner shall submit the Travel Expense Form and the receipts to the Executive Director.
 - ii) The completed Travel Expense Form shall be included with the District's warrant in the Board Packet for the regular open meeting of the Board of Commissioners.
 - iii) After reviewing the document in the Board Packet, the Board's approval via a motion and a roll call vote is necessary to approve the travel expense as presented on the Travel Expense Form.
 - iv) Upon the approval by the Board of Commissioner, Commissioner travel may be reimbursed. The Executive Director shall appoint staff to prepare the Accounts Payable Form and process the reimbursement in accordance with the District's Accounts Payable and Record Retention Procedures. Reimbursement shall be based upon the actual expenses incurred.

- v) All documents and information submitted in connection with the Local Government Travel Expense Control Act, and this Policy and Procedure are public records subject to disclosure under the Freedom of Information Act.

2) Travel Expenses In Excess Of The Maximum Allowable Rates As Established In The District's Policy.

- a) In the event that anticipated travel expenses for work related training and education, or another event beneficial for the District's business, exceed the *maximum Permissible Travel Expenses* as approved by the District, the travel expenses must be approved by roll call vote during a regular open meeting of the Board of Commissioners.
 - i. Utilizing the *Travel, Meal and Lodging Expense & Reimbursement Request Form* ("Travel Form"), all anticipated costs for travel shall be listed and tallied.
 - ii. The Travel Form shall be reviewed by the Department Director and Executive Director to determine if there are benefits to the District derived from the anticipated travel expenses. An analysis of the availability of funds in the District's budget shall be performed.
 - iii. Upon the approval of the Department Director and Executive Director, a copy of the Travel Form shall be provided to the Chief Financial Officer to encumber the District's budget for the estimated expenses.
 - iv. The Travel Expense Form shall be included as an agenda topic on the Board Meeting Agenda and a copy of the Travel Expense Form shall be included in the Board Packet for the Regular Board Meeting of the Oak Brook Park District Board of Commissioners. During the meeting the Board may determine by a motion and roll call vote to approve or not approve the travel expense as presented on the Travel Expense Form.
 - v. Upon the Board's approval of the Travel Expense, registration for the event may be completed and a submittal for reimbursement shall be made in accordance with the District's Accounts Payable and Record Retention Procedures.

3) Travel Expenses in excess of the maximum allowable rates as established in the District's Travel Expense Policy which were incurred because of the emergency of other extraordinary circumstance.

- i. The Department Director or Executive Director shall be notified immediately if escalating travel expenses may occur due to emergency or other extraordinary circumstance.
- ii. The Travel Expense Form shall be updated with the emergency expenses, corresponding receipts attached. A written explanation of the emergency or extraordinary circumstance shall be submitted to the Executive Director along with the updated Travel Expense Form and receipts.
- iii. The Executive Director shall evaluate the emergency expenses and the District's budget to form a recommendation report for the Board of Commissioners. The report and the travel Expense Form shall be included as an agenda topic on the Board Meeting Agenda and a copy of the Travel Expense Form shall be included in the Board Packet for the Regular Board Meeting of the Oak Brook Park District Board of Commissioners. The Board of Commissioners may approve the emergency expenditures by a motion and roll call vote as presented on the Travel Expense Form.
- iv. Upon the Board's approval of the travel expense, a submittal for reimbursement shall be made in accordance with the District's Accounts Payable and Record Retention Procedures.

Section 1.8. Sexual Harassment

Any commissioner of the Oak Brook Park District Board of Park Commissioners ("Park Board") who believes that s/he has been sexually harassed by another Park Board Commissioner may file a complaint with the Park Board President. If the Board President is the reporting person or is implicated by the allegation, the report can be made to any other Park Board Commissioner. Any report under this section must be referred to the District's legal counsel. The District's legal counsel shall promptly appoint a qualified independent attorney or consultant to review and investigate the allegations. The Executive Director and Board President are hereby authorized and directed to implement and administer the Policy in accordance with applicable law.

Pursuant to Article 6 of the Workplace Transparency Act, Public Act 101-0221

Approved by Board of Commissioners January 20, 2020 (Ordinance 20-0122)

2.1 Acceptance of Monetary, Non-Monetary, and In-Kind Donations Policy

DEFINITIONS:

“Donation” is defined as any monetary, non-monetary or in-kind gift, devise or bequest to the Oak Brook Park District (“District”).

“Gifting List” refers to a list of items identified annually by department heads and presented as donation suggestions for potential donors.

“Monetary Donation” includes cash or a check, money order or other negotiable instrument. In the event of a stock donation, since a government entity is not legally able to own stock, such a donation would be liquidated and turned into cash or other liquid asset, and treated as a monetary donation.

“Non-monetary Donation” includes real or personal property.

“In-Kind Donation” is defined as services or labor supplied for an identified project or program.

“Sponsorship Efforts” includes donations extended by donors for recurring annual events, in-kind donations associated with annual events, or donations for the maintenance and upkeep of donated materials by the original donor.

“Commemorative Gifts” includes donations of a tree, bench or other amenity in memory of an individual or honoring an important event.

PURPOSE:

To establish a policy and procedures for the acceptance of monetary, non-monetary and in-kind donations, devises, or bequests from private citizens, business groups or other organizations. Considerations regarding acceptance of donations include the potential use of the donation, restrictions imposed by the donor in conjunction with the donation, costs associated with and effective use of the donation.

DONATION ADMINISTRATION:

(A) Except as otherwise provided herein, all proposed donations shall be initially directed, in writing, to the Executive Director or his/her designee for review and consideration pursuant to this Policy. Department heads shall be responsible for informing the Executive Director of all proposed donations. Except as otherwise provided herein, the approval of the Executive Director must be obtained prior to the acceptance of any donation, unless the donation falls under the District’s established sponsorship efforts, pursuant to which the department head is authorized to accept the donation, but is still required to notify the Executive Director of the receipt thereof.

- (B) The District's Chief Financial Officer is authorized and directed to establish such funds and accounting procedures as may be necessary to carry out the terms and conditions of any donation, devise or bequest, in accordance with the laws of the state of Illinois and requirements of the Office of the State Auditor.
- (C) The Executive Director shall notify the Board of Directors of all accepted donations so the Board can officially acknowledge the donor's generosity.
- (D) All donations will be recognized formally in a letter from the department head, the Executive Director, and/or the District's Board. Within the letter, the donor will be instructed to contact the Executive Director in writing if he/she has any questions or concerns regarding the donation.
- (E) IRS Publication 526, Charitable Contributions Table 1. Examples of Charitable Contributions stipulates, "Money or property an individual gives to a public park and or recreation facilities is deductible as a charitable contribution."

MONETARY DONATIONS:

If a monetary donation is to be used on a project budgeted in the year in which the donation is received or on a project consistent with the District's gifting list, the Executive Director is authorized to accept any unrestricted, monetary donations, whether solicited or not, and to carry out the terms of the donation, devise or bequest, provided that the purposes and conditions of the donation are within the powers granted by law to the District and consistent with the policies, plans, goals or ordinances of the District. If no terms or conditions are attached to the donation, devise or bequest, the District may expend or use the same for any lawful park district use. If conditions appended by the donor are found objectionable, the Executive Director will consult with the District's Board to determine whether the donation, devise or bequest should be accepted or rejected. If such a monetary donation is accepted, the donation shall be deposited into the appropriate fund by the Chief Financial Officer.

NON-MONETARY DONATIONS:

The Executive Director is authorized to determine the appropriateness, usefulness and value to the District of all non-monetary donations, whether solicited or not, whether the donation should be retained, improved, returned to the donor, transferred, traded, sold, donated to other agency, or disposed of in some other manner.

IN-KIND DONATIONS:

If an in-kind donation is to be used on a project budgeted in the year in which the donation is received, the Executive Director may approve the donation. If the in-kind donation is intended for use on a project that is not budgeted in the year in which it is received, it shall be approved in accordance with procedures for non-monetary donations.

For tax record purposes, donors providing an in-kind donation will have the option of invoicing the District, indicating the service provided and the estimated value, with no charge to the

District. As an alternative to the donor invoice, the District may provide documentation for the in-kind donation to the donor in the form of a letter indicating the service or materials provided and their estimated value.

SPONSORSHIP EFFORTS:

Sponsorship efforts, which are implicitly authorized in the annual budget process, will be specifically coordinated and managed by the Marketing Department. The Marketing Department is required to notify the Executive Director of all donations and shall follow standard procedures for donation administration.

DISTRICT GIFTING LIST:

Annually, the District will generate a gifting list. The list will be a collection of items needed by each department and will be presented to potential donors as donation suggestions. Donors may then make a monetary donation toward the purchase of an item of their choice. If a donor is unable to provide full funding for the entire purchase price of the item, the donation will be subject to consideration by the Executive Director. The Executive Director will determine if the monetary donation is sufficient and ensure that the balance to be paid by the department does not exceed budgetary limitations or create unnecessary fiscal pressure on the department or the District.

COMMEMORATIVE GIFTS:

Commemorative gifts will be accepted from any local, national, or international business, non-profit agency, governmental agency, organization or individual that wishes to invest in the future of the parks, facilities and amenities of the District; provided that the proposed gift, and the proposed plaque, tag or sign associated with it, otherwise conforms with the terms of the District's Commemorative Gifts Policy. The Executive Director will determine the appropriateness of each commemorative gift request in accordance with such Policy.

OWNERSHIP:

All donations to the District shall become the property of the District.

NONACCEPTANCE OF DONATION:

The Executive Director may decline to accept a donation if such donation is not consistent with the policies, plans, goals or ordinances of the District or if the acceptance of same is contrary to law. When a donation is declined, the Executive Director will provide notice to the District's Board indicating the nature of the donation and that it was not accepted.

Approved by Board of Commissioners September 13, 2010
Revised 1-16-17

2.2 Advertising and Sponsorship Policy

STATEMENT OF INTENT

1. The Oak Brook Park District's parks, park amenities, and facilities are generally a limited public forum to be used primarily for recreational activities intended to promote accessibility, excellence, optimal experiences, unity through diversity, good health and fitness, and wholesomeness to strengthen families.
2. The District is a local government entity, created by State authority, and as such is does not promote any political party, candidate, agenda or viewpoint, or endorse or promote any religious group or viewpoint.
3. The District has approved this Advertising and Sponsorship Policy (the "Policy") to assure that all advertisements and sponsorships will serve the District's purposes of raising funds.
 - a. The Policy recognizes that certain advertisements and sponsorships would be inconsistent with the mission and values of the District; and allowing such advertisements and sponsorships might discourage other advertisements and sponsorships that are more consistent with the purposes of the District, and thereby might negatively impact projected revenue.
 - b. The Policy recognizes that advertisements and sponsorships from groups, organizations, or businesses that offer services of a substantially similar nature as the services provided by the District might be detrimental to the District and outweigh any revenue gained.

TERMS OF THE POLICY

1. Advertising and sponsorship opportunities will be extended to any local, national, or international business, non-profit agency, governmental agency, organization or individual that wishes to have a presence in Oak Brook on a first-come, first- served basis; provided that the proposed advertisement or sponsorship otherwise conforms with the Policy as stated herein.
2. Advertising or sponsorship opportunities will not be extended to any organization, business, agency or individual whose mission or goal is in conflict with the District's mission statement and vision values, which are attached to this Policy and Agreement as Exhibit "A".
3. The District reserves the right to refuse any advertisement or sponsorship from an organization, business, agency or individual that offers programs and/or facilities that are of a substantially similar nature as the programs and/or facilities provided by the District and, therefore, might be detrimental to the District and outweigh any revenue gained.
4. The District is a local government entity created by state authority and has been authorized to acquire, maintain and operate parks and provide leisure activities. As such, the District does not support or endorse any political party, candidate, agenda or viewpoint, or endorse or promote any religious group or viewpoint.

Therefore, the District will not accept any advertisement or sponsorship that is associated with any political party, candidate, agenda or viewpoint of any kind, or with any religious group or viewpoint.

5. Among the values of the District are the promotion of good health and fitness and the strengthening of families. Therefore, any advertisement or sponsorship that is associated with promoting the use or sale of tobacco, the use of or sale of alcoholic beverages to underaged persons or overconsumption of alcoholic beverages, or any other products that adversely affect good health and fitness, or which are unsuitable for minor children because of their explicit sexual depictions or content, use of language, or other similar reasons, will not be permitted by the District.
6. The District may reject advertisements once the available space has been filled. Except for reasons of available space, the District's Director has the responsibility and authority to determine whether a particular advertisement or sponsorship may be accepted, but only in a manner consistent with the Policy. The Director shall not consider the content of the speech, message or viewpoint, or any assumptions or predictions as to the public response to the advertisement or sponsorship, except that the speech, message or viewpoint must meet the terms of the Policy. If the advertisement or sponsorship is refused by the Director, written notification shall be provided to the applicant, together with the reasons for refusal, which reasons shall be consistent with the terms of the Policy.
7. Once an advertisement or sponsorship is accepted, the District reserves the right to revise the size or placement of the advertisement without notice. Any camera-ready advertisement submitted that does not conform to the publication's mechanical requirements may be enlarged, reduced or floated at the discretion of the District's [Marketing and Communications Manager](#). The District shall not be responsible if an advertisement is inadvertently not published.
8. Advertisers, sponsors, and their agents are liable for all content of any advertisement, including copy, representations, and illustrations, and shall indemnify and hold the District, its officers, agents, employees and volunteers harmless for any and all claims made concerning such advertisement, or any damages, loss or liability sustained by the District, its officers, agents, employees and volunteers as a result of the District's publication thereof, including attorneys' fees and costs.
9. Advertisers, sponsors, and their agents do each, by the signature on this agreement, represent that they are fully authorized and licensed to use: (i) the names, portraits and/or pictures of living persons; (ii) any copyrighted or trademarked materials; and (iii) any testimonials, as contained in the advertisement submitted for the District's publication; and that such advertisement is neither libelous or otherwise defamatory, an invasion of privacy or unlawful with respect to a third party.

Deleted: and Marketing

10. No conditions in any agreement, order or instructions related to any advertisement or sponsorship shall be binding on the District if such conditions are in conflict with this Policy, or any other policy of the District, whether such conditions are printed or otherwise.
11. The District shall not be responsible for any damages to advertisers, sponsors, or their agents that may be caused by acts of God, fires, strikes, accidents or other occurrences beyond the control of the District or its publishers.
12. Any drawings, artwork and copy submitted for reproduction are accepted by the District at the risk of the advertiser, sponsor, or their agents. Correction of errors shall be made at the District's sole discretion, shall be limited to the first insertion, and shall not exceed the cost of the space in which the errors occurred. No allowance shall be granted for errors that do not materially affect the value of an advertisement.
13. Failure to fulfill terms of an advertising or sponsorship agreement for multiple insertions that are provided at a discounted rate will result in additional charges equal to the discount allowed.
14. The District will not return any items submitted for an advertisement or sponsorship unless otherwise specifically agreed at the time of submission.
15. The District reserves the right to revise advertising rates, in its sole discretion, at any time; provided that the revised rates shall not be applicable to existing written advertising or sponsorship agreements. No advertisement shall be placed without a signed advertising or sponsorship agreement.

2.3: Alcohol Serving Policy and Procedures

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Introduction

The District has developed this Alcohol Service Policy and Procedures to support our commitment to providing a safe environment for recreational activities. The District further firmly states its policy that the bringing into, selling, service and use of alcoholic beverages in the District's parks shall be done in a law-abiding and safe manner, and that no minor or intoxicated person shall be served alcoholic beverages at any event in a District park or facility or at an event sponsored by the District.

Employees of the District may have the opportunity and responsibility to sell or serve alcoholic beverages for the District and, therefore, should know the laws and regulations concerning the sale, service and consumption of alcoholic beverages. Taking steps to prevent alcohol abuse at the District's events or in the District's parks or facilities can help protect the public from harm. Serving under-aged and/or intoxicated persons is unlawful and may result in criminal penalties. Furthermore, if an intoxicated person should be involved in an accident after leaving the District's parks or facilities, the injured parties may file a lawsuit against the District and any employee involved in the sale or service of alcoholic beverages to such individual.

The following information is to help employees to responsibly and safely serve alcoholic beverages as part of the total service experience provided for the District's guests.

Local Ordinance Requirements

The Village of Oak Brook's specific requirements for the sale, service and use of alcoholic beverages are set forth in Title 4, Chapter 1 of the Village Code. The Village Code can be found at <http://www.sterlingcodifiers.com>. The Village does not require a license for selling or serving alcoholic beverages if the District or a renter of the District's parks and facilities is hosting a special event that is not open to the general public, and attendance is by invitation only. If the event is open to the general public, then the District or the renter will be required to apply for a "special event license" from the Village, which is annually issued and is valid for up to ten (10) special events. The Village Clerk must be contacted for application forms. In addition, compliance is required with the regulations of the Village Code for "outdoor sales". The provisions of the Village Code governing the "Special Event License" to sell or serve alcoholic beverages and for "Outdoor Sales" of alcoholic beverages are as follows:

4-1-17: Special Event Liquor Licenses:

- A. The purpose of this section is to provide for the issuance of Special Event Liquor Licenses for the sale or dispensing of alcoholic liquor during special events. Applications for a Special Event Liquor License shall be filed with the Village Clerk.
- B. The Village offers two (2) types of Special Event Liquor Licenses:
 - 1. Per-Event Special Event Liquor License: \$50.00 each event (Class F License) and
 - 2. Annual Special Events Liquor License: \$500.00 for up to 10 events in a license year (Class M License).

For Annual Special Event Liquor License (Class M License) the applicant must also fill out a Notification Form for each event. The Annual Special Event Liquor License entitles the

applicant to conduct more than one but no more than ten (10) special events in one license year. When an applicant has held ten (10) special events within a year, an applicant must either apply for an Annual Special Events Liquor License that would allow for up to an additional ten (10) events, or apply for a Per-Event Special Event Liquor License.

The licensee shall notify the Village Clerk of each event to be held no less than ten (10) days prior to the event, and shall obtain a license to be posted at such event along with the State required signs. If notification is less than ten (10) days prior to the event, a surcharge of \$50 shall be assessed in addition to all other fees.

C. The following insurance provisions and requirements for a Special Events Liquor License must be met:

1. Each special event shall last no longer than three (3) days.
2. It shall be the responsibility of any special event licensee selling alcoholic liquor to provide certified training from the state licensed beverage alcohol seller server education training (BASSET) program or training for intervention procedures (TIPS) program to its liquor managers (except for caterers), bartenders, servers, and any other employee involved in the furnishing of alcoholic beverages to customers at a special event. Each application for a special event license shall be accompanied by proof of completion (copy of certificate) of such program licensed by the state for all liquor managers and such other current employees as are necessary to comply with the provisions of this subsection (Ord. G-570, 5-14-1996; Ord. G-805, 6-27-2006; Ord. G-932, 9-14-2010)
3. Due to new regulations, beginning on July 1, 2015, all current and future BASSET cardholders will need to renew their certification every three years. Any questions regarding this matter please contact the Illinois Liquor Control Commission at 312-814-2206.
4. Applicant shall provide the Village Clerk or the commissioner's designee with a certificate or policy of insurance as evidence that it has obtained coverage as follows: general liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit, or one million dollars (\$1,000,000) per occurrence and per aggregate, naming the Village of Oak Brook, its officials, employees, volunteers and agents as additional insured with respect to general liability coverage as stated by Ordinance. Such insurance coverage shall be issued by an insurance company licensed to do business in Illinois and shall have a "Best" rating acceptable to the Village. The effective period of such insurance coverage shall coincide with the period during which the special event license is in effect. In addition, the applicant shall furnish evidence satisfactory to the commissioner or the commissioner's designee that it is covered by a policy of liquor liability insurance by a responsible insurance company authorized and licensed to do business in Illinois, insuring such applicant in the amount of not less than one million dollars (\$1,000,000).

5. PLEASE NOTE: Insurance requirements are not satisfied by insurance policies that contain a self-insurance retention provision (SIR) for either general liability or liquor liability insurance.
6. Print application and submit as required to the Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523.
7. Title 4, Chapter 1, Section 17, the Liquor Control Chapter of the Village Code of Oak Brook: This section indicates the regulations of Special Event Liquor License and the procedures to follow for application of such a license.
8. Please contact the Village Clerk's Office at (630) 368-5036 if you require any assistance in compliance of the Liquor Control Regulations within Oak Brook.

Deleted: Kathy Vonachen,

Deleted: Deputy Clerk

State of Illinois Requirements (235 IL CS 5) Liquor Control Act of 1934

- Post license. The liquor license, if any, must be framed and hung in plain view in a conspicuous place on the licensed premises.
- Beer taps must be clean and sanitary.
- The Government Warning sign regarding alcohol consumption during pregnancy must be properly displayed.
- The Proof of Age sign must be posted.
- Happy hours are prohibited.
- Persons under the age of twenty-one (21) shall not be served alcoholic beverages under any circumstances.

ID/Carding Practices

- A. It is illegal to serve an alcoholic beverage to a minor or intoxicated individual. The District has the right to protect its guests, its parks and facilities, and its staff. There is no penalty for refusing an alcohol beverage to someone who is suspected to be a minor or an intoxicated individual. Anyone who wishes to purchase or be served an alcoholic beverage must show a valid picture ID.
 - The following are acceptable forms of ID: driver's license; state ID card; military ID; or a current passport. Traffic tickets will not be accepted in lieu of a valid driver's license or any of the other forms of identification listed above.
 - The District's staff who are assigned to verify the age of guests wishing to consume alcoholic beverages shall ask the individual for their state ID. Staff shall verify the validity of the ID by checking the front of the card, and if it appears that the license is expired, by examining the back of the card to verify whether a renewal sticker is in place.
 - All out of state IDs should be checked with an ID Checking Guide. The ID Checking Guides will be available in the area designated for checking IDs during any District event.
 - The District's staff shall verify the age of the individual according to the birth date listed on the ID. No one under the age of 21 is allowed to consume any alcoholic beverage.
 - Parents shall not be permitted to offer alcoholic beverages to their minor children.

- B. A non-transferable wristband shall may be issued at any District event to anyone who wants to consume alcoholic beverages. No sales or service shall be provided without the proper marker.

Prevention Practices/Techniques

- A. The District's staff shall attempt to track the number of alcoholic beverages a guest has consumed and determine whether the guest can safely consume any more. The guest's check or running tab may note how many alcoholic beverages were served, and it may possibly have the times such beverages were served. Also, the staff should keep in mind that not all alcoholic beverages contain the same amount of alcohol.
- B. The District will serve only beer and wine in a single serving size not to exceed 16 oz. beer and 5 oz. wine.
- C. The sale of "doubles" or "triples" is prohibited.
- D. The sale of alcoholic beverages in rounds is prohibited.
- E. Alcoholic beverages shall be sold by cup or individual serving only, not in pitchers.
- F. The District's staff shall encourage food consumption by guests/customers who are consuming alcoholic beverages.
- G. Minors are prohibited from being in areas where alcoholic beverages are sold or served or, alternatively, specific timelines shall be established to restrict access by minors.
- H. Guests/customers are prohibited from leaving the premises with alcoholic beverages.
- I. An intoxicated individual shall not be allowed to drive from the District's parks or facilities or from a District event. The District's staff shall arrange for a ride (call a cab, a sober friend, or family member, etc.). If the individual does drive away, the District's staff must call the police!
- J. The telephone numbers of local cab companies shall be posted in a prominent location at the District's parks, facilities and events where alcoholic beverage consumption will be permitted.
- K. The following information signs must be posted:
- Warning to minors.
 - Government warning to pregnant women.
 - Names and phone numbers of cab companies
- L. Except at the Central Park West facility, and by permit as provided in this Policy, no alcoholic beverages may be brought into the District's parks or facilities, and individuals may be prohibited from bringing their own alcoholic beverages.
- M. No "last calls" will be offered.

- N. Service to adults who give alcoholic beverages to minors is prohibited and is against the law.
- O. The District's staff is prohibited from selling/serving intoxicated or under-age individuals.
- P. Supervisors are prohibited from ordering staff to provide alcoholic beverages to intoxicated guests.
- Q. Service of alcoholic beverages may cease one (1) hour before the end of any District event, depending on the length and type of event. The ending time will be determined by District staff at each pre-event alcohol serving training meeting.
- R. The ID of all guests who are sold or served alcoholic beverages shall be checked.
- S. All questionable cases should be addressed by the supervisor on site.
- T. All staff that will be selling or serving alcoholic beverages shall receive training in responsible alcoholic beverage service practices and policies.
- U. The District shall provide non-alcoholic beverage choices at all District events.
- V. The District shall provide free coffee late at night. Upon the approval of the District's Director in the planning review of the special event, free non-alcoholic beverages may be served to "designated drivers".
- W. Any member of the District's staff who violates State Law, the Village Code, or this Policy shall be subject to disciplinary action, including possible dismissal from District employment, and he or she may be held responsible for any fines imposed by law.

Intervention Procedures

- A. The District will support its staff's intervention efforts and right to deny service to guests who are unable to prove they meet the legal drinking age and/or guests who are exhibiting signs of intoxication. A supervisor shall be informed as soon as a staff member has identified a problem.
 - a. Signs of Intoxication might include, but are not limited to:
 - i. Loud or boisterous behavior
 - ii. Slurring speech
 - iii. Nodding off or slumping in chair
 - iv. Weaving when walking
 - v. Spilling drinks
 - vi. Dropping money or other objects
 - vii. Acting in ANY way that appears odd or unusual
 - b. An Incident Report Form shall be completed for any alcohol-related occurrence.
- B. The District's staff should never accuse a guest of being drunk. Rather, staff members should express concern as a good way to achieve empathy with a guest and assure that the guest feels

that his or her welfare and safety is the primary issue. The staff should never tell a customer “You can’t have a drink”; rather, staff members should always say, “Our policy doesn’t allow me to serve you more alcohol.” The customer should be offered a non-alcoholic beverage instead. If necessary, the staff member should contact a supervisor.

- C. Once alcoholic beverage service has been discontinued for a particular guest, the guest shall not be served again. An apparent change of mind concerning service may allow the guest to bargain for “just one more”.
- D. The District's staff should remain patient and calm. The decision to discontinue alcoholic beverage service to the guest should be repeated simply and clearly as often as necessary.
- E. If an intoxicated guest becomes verbally abusive or hostile and/or physical violence seems likely or occurs, the District's staff should immediately take the following steps:
 - Call the police and contact a supervisor. Do not assume that the situation will resolve itself.
 - Try to separate the intoxicated guest from other guests.
 - Speak firmly and calmly. Repeat instructions and statements as often as necessary to make the guest understand.
 - Negotiate with the guest not to leave the establishment and to calmly wait for the police to arrive.
 - Never touch or try to physically restrain an intoxicated guest.

Training of the District's Staff

The District's facility managers, department heads, and the Special Event supervisor shall be responsible to conduct training for members of the District's staff who will sell or serve alcoholic beverages at District events or in the District's parks or facilities. Training for alcoholic beverage sales and service shall encompass the following requirements as recommended by the District's insurance carrier, *PDRMA*.

- Overview of Dram Shop laws
- Overview of Happy Hour laws
- Checking IDs/proper forms of identification
- Overview of the District's procedures for prevention of intoxication
- Signs of alcohol impairment
- Non-alcoholic alternatives
- Terminating service of alcoholic beverages

The State of Illinois Liquor Control Act requires all alcohol servers receive BASSET (or TIPS) certification. The definition of "alcohol servers" includes all bartenders, servers and bouncers who distribute alcohol or check identification.

It is recommended that all managers, facility supervisors, the Special Event supervisor and other full-time staff of the District attend a formal BASSET (Beverage Alcohol Sellers & Servers Education and Training) or TIPS on Premises (Training for Intervention Procedures) course. Such courses are offered by most community colleges. Refresher training is also available via on-line courses.

All members of the District's staff who will sell or serve alcoholic beverages shall execute a copy of the "Safe Alcohol Serving Policy and Procedure Acknowledgement Form" attached hereto as Appendix 1).

**OAK BROOK PARK DISTRICT
ALCOHOL BEVERAGE POLICY FOR CENTRAL PARK WEST**

Alcoholic beverages may be brought into and served at the Oak Brook Park District's ("District") Central Park West facility by renters of such facility, pursuant to the following guidelines:

- A. The renter must apply for and be issued a per-day permit by the District's Director, which permit will allow the renter to bring in and/or serve alcoholic beverages. In order to obtain such a permit, the renter shall meet the following requirements:
1. Purchase a non-refundable General Liability/Host Liquor Liability Insurance Policy through the District no less than seven (7) days prior to the event.
 2. If a caterer is to bring in or serve alcoholic beverages for the renter's event, proof that the caterer has a State and Village liquor license and liquor liability insurance shall be provided no less than seven (7) days prior to the event, including evidence that the insurance identifies the District, its officers, agents, employees and volunteers as additional insureds. The caterer must be approved by the Director or the Director's designee.
- B. Alcoholic beverages that are brought in or served shall be limited only to single-serving beer bottles or cans and wine bottles that are 1.5 ml. or less. Beer kegs shall be prohibited.
- C. Consumption of alcoholic beverages shall be limited to the Central Park West facility and its two (2) patio areas only. No guest shall be permitted to leave such area with an alcoholic beverage.
- D. Under no circumstances shall any renter or group sell alcoholic beverages or require payment for admission related to alcoholic beverage service.
- E. The renter shall follow the guidelines of this Policy to assure that no person under twenty-one (21) years of age, and no intoxicated person is served or permitted to consume alcoholic beverages.
- F. The renter shall execute and provide to the Director or the Director's designee, the following waiver:

I have read and acknowledge all of the above requirements concerning the bringing in or service of alcoholic beverages at the Oak Brook Park District's ("District") Central Park West facility, and the requirements of the District's Alcohol Serving Policy and Procedures. I do hereby release, hold harmless, indemnify and forever discharge the District, its officers, agents, employees, and volunteers from and against any and all claims, liability, costs (including attorneys' fees for defense) arising from bodily injuries, including death, property damage, or other losses resulting from bringing in or service of alcoholic beverages for the _____ event.

- G. Staff will prepare the insurance application and forward the renter's application fee to PDRMA, whereupon a Certificate of Insurance will be issued providing the renter alcohol use insurance coverage.

H. Alcohol Insurance Policy Fee (Rates subject to change):

Permit	\$ 100.00
Insurance Policy	\$175.00
Total	\$ 275.00

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**OAK BROOK PARK DISTRICT
SPECIAL EVENTS ALCOHOL POLICY & PROCEDURES**

Planning/Executing the Event

Getting started early and planning ahead is the key to a successful special event where alcoholic beverage sales and service will be permitted. The larger the event, the more time it takes to plan and organize. A good starting point is to reference *PDRMA's LRNFAX #206, (Special Events Safety/Organizational Checklist)*.

Training of the District's Staff

- A. The District's facility managers, department heads, and the Special Event Supervisor shall train all concession staff, vendors, security staff and volunteers to recognize potential problems and shall set up a training session, such as "Alcohol Servers Awareness Training" before the event. Such training shall be consistent with the training provided to the District's staff.
- B. All training shall be documented by requiring individuals attending the training to sign the attendance sheet.

Sign Requirements

- A. All required warning signs should be posted at service points.
- B. Names and phone numbers of cab companies shall be posted near the service area.

Promotion of Responsible Consumption of Alcoholic Beverages

- A. The Special Events Supervisor shall assign the District's staff to display signs throughout the special event to encourage responsible consumption of alcoholic beverages and reinforce the "Think When You Drink" theme or other responsible consumption campaigns endorsed by the State of Illinois. The Special Event Supervisor shall publicize the District's responsible consumption of alcoholic beverages program well in advance of the special event. Media (newspaper, TV and signs posted in the District's buildings) may be utilized to (i) help publicize the message; (ii) encourage families to attend; and (iii) encourage troublemakers to be on their best behavior.
- B. Depending on the length of the special event, the District may impose a per-drink purchase limit.
- C. **Ban Outside Alcoholic Beverages**
The Park District reserves the right to ban outside alcoholic beverages depending on the event.
- D. **Designated Driver Program**
A safe-ride home and designated driver program shall be offered in accordance with this Policy.

E. Police/Security Staff

Appropriate security measures shall be planned and implemented to ensure safety for all. Police or staff security shall assist in the crowd management plan for the special event, and such security is essential to maintaining order and preventing potential problems. Such security shall be generally planned for the following locations:

1. **Parking lots:** Security shall be provided for parked cars and guests of the special event, including anyone waiting for a ride or a cab.
2. **Entrance Controls:** Participants may be checked for banned items, such as weapons or alcoholic beverages, and admission policies shall be enforced. A list of banned items shall be posted at the entrance to the special event. If a search is made of a purse or bag, security personnel shall not touch any items, but shall ask the owner to open it or move items around to permit a meaningful inspection.
3. **Designated Driver Registration Booths:** Valid driver licenses and appropriate wristbands may be checked for designated drivers.
4. **Alcoholic Beverage Serving Stands:** Minimum drinking-age laws and designated-driver rules shall be enforced.
5. **Roving Staff Security:** Potential disturbances shall be identified as early as possible to serve as a deterrent for potential incidents. Intoxicated guests or those who show symptoms of medical problems shall also be identified. Staff shall identify and report maintenance or other problems to a supervisor.
6. **Restrooms:** Crowd control shall be provided and orderly use of restrooms shall be monitored.

APPENDIX 1

OAK BROOK PARK DISTRICT SAFE ALCOHOL SERVING POLICY AND PROCEDURE ACKNOWLEDGEMENT FORM

The Oak Brook Park District ("District") requires its employees to follow the rules as outlined in the District's Alcohol Serving Policy and Procedures and as listed below, to safeguard against improper service of alcoholic beverages:

- Department heads, facility managers, and the Special Event Supervisor shall complete a state-approved course on responsible alcoholic beverage service. (BASSET or TIPS)
- The District's staff who will sell/serve alcoholic beverages to the District's guests shall complete alcohol beverage service training provided by the District.
- Service of alcoholic beverages to intoxicated guests shall be prohibited.
- All guests who wish to be served alcoholic beverages shall be checked for identification and proof of age.
- Service/sale of alcoholic beverages shall be denied when there is doubt as to the age or level of intoxication of the guest.
- To the best of the employee's ability, the employee should ensure that impaired guests get home safely.
- Employees shall be required to attend scheduled staff meetings related to the serving of alcoholic beverages.
- Each employee shall be familiar with posted signs outlining alcohol laws and policies.
- Employees shall notify a supervisor if assistance is needed in handling a situation related to the sale/service/consumption of alcoholic beverages.
- Employees shall complete an Incident Report Form for any incidents, including alcohol-related occurrences.

The District will support the right of employees to deny sales/service to guests unable to prove they meet the legal drinking age and/or guests exhibiting signs of intoxication.

Signs of intoxication may include, but are not limited to:

- Loud or boisterous behavior
- Slurring speech
- Nodding off or slumping in chair
- Weaving when walking
- Spilling drinks
- Dropping money or other objects
- Acting in ANY way that may appear odd or unusual

Employee acknowledgement of Alcohol Serving Policy and Procedures

I hereby acknowledge receipt of the District's Alcohol Serving Policy and Procedures. I have read such Policy and Procedures, understand my role in providing safe service of alcoholic beverages, and agree to comply with such Policy and Procedures at all times.

Employee Name: _____

Employee Signature: _____ Date: _____

Sources

Village of Oak Brook

Park District Risk Management Association, *LRNfax # 533, Alcohol Serving Policy*.

Green, Carol, *Hoosier Grove Barn, Alcohol Serving Procedure*. Streamwood Park District, Streamwood, IL.

Miller Brewing Company, *Good Times: A Guide to Responsible Event Planning*. Milwaukee, WI.

National Safety Council, *Ask: Alcohol Seller/Server Knowledge, Course Guide*. Itasca, IL.

Illinois State, Trade Practice-27, *Special Event Retailers (Not-For-Profit) License*. <http://www.state.il.us/lcc/tradprac/tp27.htm>

State of Illinois Liquor Control Commission – Under 21 Program.
<http://www2.state.il.us/lcc/under21/ageidentityform.asp>

2.4 Community Input Policy

The Oak Brook Park District believes that it is essential, for the good of the Park District, to solicit resident input on many of its decisions and actions. The Park District may utilize any of the following methods to obtain resident input.

A. Resident Comment Opportunities at Regular Board Meetings

Residents are welcome to attend Board meetings if they have issues or comments they would like to present to the Park Board of Commissioners. An opportunity for public comment is provided at each Regular Board meeting. Please see the Rules of the Board of Park Commissioners on how and when residents may address the Board.

B. Citizen Focus Groups

The Park District's staff may conduct focus group meetings with specific user groups from time to time in order to gain input on a variety of issues. Focus groups are usually comprised of a small group of users who have an interest in specific programs or facilities.

C. Surveys

The Park District's staff may conduct surveys of residents in order to gain their input on a variety of issues. Surveys may be conducted by phone, e-mail, online, in person or by regular mail. Surveys may also be utilized to determine annual agency goals and assist with long range planning. In these surveys, participant families, Park District representatives and part time staff and volunteers may be surveyed.

D. Comprehensive Needs Assessment

The Park District is always re-evaluating and assessing the recreational and leisure needs of the residents and our partners. The Board will review the changing needs of the community by directing the Park District's staff to conduct a comprehensive assessment study at least every ten years. This information will assist in determining the resident interests and attitudes towards current programs and facilities, as well as the need for development of future program offerings and facility development. Included shall be an investigation into economic conditions, population shifts and changing social needs.

E. Recreation Programs

Residents are encouraged to submit their ideas and suggestions for improving the programs and services offered to the community. The District's staff should initiate feedback by conducting regular program evaluations to measure participant satisfaction levels and to improve upon the services provided. Additional means of feedback, such as focus groups, suggestion boxes and social media (Facebook, Twitter, etc.), are also encouraged, as the situation warrants.

2.5 Comprehensive Needs Assessment Procedure

The Park District is always re-evaluating and assessing the recreational and leisure needs of the residents and our patrons. The Board will review the changing needs of the community by directing staff to conduct a comprehensive assessment study at least every ten years.

This information will assist in determining the residents' interests and attitudes towards current programs and facilities, plus the need for future development of program offerings and facility development. Included shall be an investigation into economic conditions, population shifts and changing social needs.

2.6 Cooperative use and Maintenance of Facilities Policy

To promote and enhance efficient use of tax dollars and effective delivery of park, facility and recreation services, the Board and staff shall strive to develop cooperative inter-agency agreements. These agreements shall include, but not be limited to, provisions concerning cooperative use and maintenance of facility and program operations, facility design, land use and development, finances, purchasing, mutual support, and implementation of other identified community needs.

2.7 Procedure for People with Economic Hardship

In order to ensure that the Park District is inclusive to those with economic hardship, the Park District offers a Financial Aid Program. The program is intended to provide financial assistance to residents of the Park District who are in need of such assistance and would otherwise be unable to participate in Park District programs and activities.

Financial need is available for all recreation programs with the exception of contractual programs. Financial assistance is limited to \$350 per person, per year. If the requested amount is in excess of \$350 per person per calendar, the Executive Director may choose to direct additional funds to particular request based on that year's number of scholarship applications and amount of funds awarded. The Park District may also choose to submit an application to the Oak Brook Park District Foundation for additional financial support.

Evidence of need must be presented to qualify. Applications are available in the Administration Office or by contacting the Deputy Director. Applicants will be notified within 30 days of receipt of application.

Approved: April 2015

2.8 Environmental Policy

Approved by Board of Commissioners: July 20, 2015

ENVIRONMENTAL POLICY TABLE OF CONTENTS

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1.0 MISSION STATEMENT

The Oak Brook Park District will strive to adopt environmentally friendly business practices that are fiscally responsible to conserve resources, educate the community and provide best practices in resource management.

These policies and guidelines based on the standards provided by the Illinois Park and Recreation Associations *Model Environmental Policy*. The Oak Brook Park District is committed to the environment and this policy will provide the guidelines for staff to use when carrying out this commitment. The environmental policy is a working document to assist the Oak Brook Park District to measure and achieve the goals and action plans decided upon by the Green Committee and instituted by park district staff.

2.0 ENVIRONMENTAL POLICY GOALS

2.01 Purchase and use of Environmentally Safe and Sensitive Products

Purchase products for use in facility and park operations that minimize negative environmental impacts, taking into consideration the effects of product production, use, storage and disposal.

2.02 Wise Use and Protection of Air Water, Soil and Wildlife

Actively seek and implement ways to conserve and protect water and soil, enhance air quality, limit the production and release of damaging pollutants, and protect wildlife.

2.03 Wise Use of Energy Resources

Actively seek and implement ways to conserve energy resources and investigate methods of applying alternative energy technologies.

2.04 Reduction and Handling of Waste

Reduce waste production, reuse and recycle materials from facility and park operations, and handle hazardous and all other waste according to lawful and safe procedures.

2.05 Open Space Planning and Preservation

Protect and restore indigenous natural communities such as grasslands, woodlands, and wetlands and promote the reclamation, acquisition, preservation and management of other open space areas, including river corridors, greenways and trails.

2.06 Environmental Education and Interpretation

Provide education and interpretative opportunities for staff, and the public, which will increase appreciation for the natural world and promote environmentally conscious lifestyles, emphasizing selective consumption and low-impact resource use.

3.0 ACTION PLAN FOR GOALS

3.01 Purchase and use of Environmentally Safe and Sensitive Products

1. The production, use and disposal of many office, recreation and maintenance products contributes significantly to the pollution of the air, water and soil and the destruction of natural communities of plants and animals. Educated product selection in the workplace and at home can mean the difference between an environment safe for all living things, including people, and a planet contaminated with toxic pollutants.
2. Purchase products with recycled content whenever possible for use in recreation programs, offices, park maintenance, and development projects.
3. Encourage the conservative use of paper and wood in place of plastics and other non-biodegradable and non-renewable products.
4. Eliminate the use of Styrofoam products by staff, concessionaires, and park/facility users.
5. Minimize the use of petroleum-based products such as inks, stains, and plastics.
6. Reduce the use of disposable products by staff, concessionaires and park/facility users.
7. Make use of electronic mail resources such as phone or computer message systems in place of paper memos.
8. Inventory all hazardous materials including cleaners, paints, solvents, sealants, wood preservatives, and office products, and investigate environmentally sensitive alternatives.
9. Avoid the use of chlorine-bleached paper products.
10. Reduce indoor air pollutants such as fluorocarbons from spray cans and fumes from cleaning solutions, sealants, and paints by using less harmful alternatives.
11. Minimize indoor pesticide use by incorporating integrated pest management within all facilities.
12. Avoid using products harvested from rainforests or other endangered natural communities.
13. Develop a district environmental policy statement for use in bidding documents.

3.02 Wise Use and Protection of Air Water, Soil and Wildlife

1. All life on earth is dependent upon clean and reliable sources of air, water, and soil. Without these basic life-support systems, the quality of life declines and the diversity of plants and animals on the planet is diminished.
2. Reduce vehicle emissions through regular tune-ups and other applicable vehicle maintenance.
3. Identify sources of indoor air pollution and implement a prevention program.
4. Develop a program to monitor and remove asbestos.
5. Conduct an inventory of toxic air emissions and implement an action plan to reduce emission levels.
6. Retrofit all facilities with water conservation hardware and develop a leak detection and correction program.
7. Develop a water conservation plan for swimming pools, and other special facilities.
8. Evaluate the impact of cleaners, solvents and other products on the water source and investigate environmentally sensitive alternatives.

9. Use drought resistant and native species for landscaping.
10. Investigate alternative snowmelt products, using those that have the least impact upon the surrounding soil, water and plant life.
11. Establish a comprehensive integrated pest management program for park grounds, including selection of plant species, preventative maintenance, early detection of problems, natural control methods and minimized use of pesticides.
12. Ensure that underground storage tanks do not leak and remove or replace any defective equipment.
13. Practice soil management and appropriate landscaping to prevent erosion.
14. Incorporate environmental impact considerations in the design process of facilities and parks.
15. Ban the use and release of balloons in parks.

3.03 Wise Use of Energy Resources

1. The majority of energy produced in the United States is derived from non-renewable or limited resources such as oil and coal and from nuclear sources, releasing large amounts of pollutants into the air and/or creating other toxins. Careful conservation of energy resources will minimize pollution while prolonging the lifespan of the non-renewable resources until other alternative and less harmful energy technologies are readily available.
2. Plant shade trees near buildings to reduce energy consumption due to summer air conditioning.
3. Plant evergreens and shrubs as windbreaks along building foundations and walls to reduce energy consumption due to heating.
4. Design and build energy efficient buildings, considering insulation and energy efficient appliances and incorporating alternative, renewable technologies such as solar and wind energy.
5. Conduct energy audits and retrofit buildings with energy saving devices.
6. Improve the efficiency of existing lighting by retrofitting outdoor and indoor lighting with energy efficient bulbs and requiring all new lighting to be energy efficient.
7. Properly maintain refrigerators and air conditioners for more energy efficient cooling.
8. Establish minimum and maximum thermostat temperature settings for all facilities, and reduce heating and cooling usage when buildings are unoccupied.
9. Insulate hot water heaters and pipes and reduce temperature settings.
10. Consider alternative fuels such as propane and natural gas and alternative energy technologies such as electrically powered vehicles.
11. Maintain vehicles to reduce fuel consumption and implement energy saving fleet operation procedures.
12. Support the use of transportation alternatives such as bicycles, car pooling, walking and mass transit and provide incentives for staff and park/facility uses.

3.04 Reduction and Handling of Waste

1. Americans produce over 154 million tons of garbage every year. Most of this so-called trash could have been reused, recycled or reduced at the source. Simple steps taken by the park district to eliminate waste in the workplaces, reuse materials and recycle discards could result in a net waste reduction of 80 percent or more.
2. Investigate source reduction of waste, including purchasing in bulk, minimizing packaging, reducing excess use of paper, and choosing reusable and recyclable products.
3. Reduce paper use by sharing subscriptions, making double-sided reports, reducing junk mail, using memo routing slips and keeping mailing lists current.
4. Investigate ways to reuse office, recreation program, and maintenance/construction materials typically discarded.
5. Compost or otherwise reuse all landscape waste.
6. Develop and implement a comprehensive in-house and parks recycling program including metals, glass, plastics, paper, cardboard, magazines, and other recyclables.
7. Recycle batteries, antifreeze, motor oil, Freon and other automotive by-products.
8. Train staff in the proper handling, use, storage, and disposal of hazardous materials.

3.05 Open Space Planning and Preservation

1. Open spaces and green places are essential to the health and happiness of all human beings, providing solitude, beauty and inspiration. Maintaining native natural areas is also imperative to the health, diversity and balance of all life on this fragile planet Earth.
2. Develop and implement plans for the re-establishment and/or restoration of native grasslands and woodland ecosystems.
3. Re-establish and protect river corridors, wetlands, and other wildlife habitats.
4. Provide appropriate recreational access to and enhance public awareness of such restored and protected natural sites.
5. Support local efforts to establish greenways.
6. Work with commercial or private landowners in an effort to acquire or otherwise ensure the use of these lands for open space.
7. Develop relationships with land trusts and preservations/conservation organizations to assist in open space and natural habitat preservation.
8. Develop a plan to balance appropriate recreational use of environmentally sensitive lands with preservation goals.
9. Utilize native species for park landscaping.
10. Eliminate or control exotic and invasive plant and animal species that inhibit ecological diversity and integrity.
11. Abide by existing laws to protect rare, threatened and endangered plant and animal species.
12. Develop a tree planting and replacement programs to reforest park areas in the community.
13. Organize a volunteer tree planting and maintenance program.
14. Adopt a resolution to protect heritage trees.

3.06 Environmental Education and Interpretation

1. Provide education and interpretation opportunities for staff and the public, which increase appreciation for the natural world and promote environmentally conscious lifestyles, emphasizing selective consumption and low-impact resource use.
2. Organize an environmental committee consisting of staff from all facilities and/or departments.
3. Involve district staff in an environmental education program, which explains the commitment of the district to the environment, provides information about environmentally conscious lifestyles and workplace choices and habits, and stresses the need for staff input and involvement.
4. Develop and implement an energy awareness program for employees and park/facility users.
5. Develop and implement a water conservation program for employees and park/facility users.
6. Develop plans for dealing with environmental disasters such as chemical spills or floods.
7. Ensure that contractors and vendors comply with the district's adopted environmental policies.
8. Promote leisure activities that minimize environmental impact and energy use.
9. Develop a public relations program to inform the public about the district's environmental efforts, provide community leadership, and serve as a role model.
10. Include environmental lifestyle information in materials distributed to the public.
11. Develop and present public programs, which enhance the public's relationship with the natural world and teach environmentally responsible lifestyles.
12. Interpret the natural resources specific to the community via programs, presentation, signage or brochures.
13. Use Earth Day, Arbor Day, and other conservation programs as a vehicle to educate the public about environment.
14. Work with other interested community agencies and organizations to develop and enhance a strong environmental ethic.

2.9 Freedom of Information Act Policy and Procedures for Requesting Information and Public Records of the Oak Brook Park District

POLICY:

The Freedom of Information Act ("FOIA") (5 ILCS 140/1, *et seq.*) is intended to ensure that all persons are entitled to full and complete information regarding the affairs of government, and the official acts and policies of those who represent them as public officials and public employees, consistent with the terms of the FOIA. Access to records is necessary to enable the people to fulfill their duties of discussing public issues fully and freely, making informed political judgments and monitoring government to ensure that it is being conducted in the public interest. Access by all persons to public records promotes the transparency and accountability of public bodies at all levels of government, and it is a fundamental obligation of government to operate openly and provide public records as expediently and efficiently as possible in compliance with the FOIA.

The FOIA is not intended to cause an unwarranted invasion of personal privacy, or to allow the requests of a commercial enterprise to unduly burden public resources, or to disrupt the duly-undertaken work of any public body independent of the fulfillment of any of the rights of the people to access to information.

Restraints on access to information, to the extent permitted by the FOIA, are limited exceptions to the principle that the people of Illinois have a right to full disclosure of information relating to the decisions, policies, procedures, rules, standards, and other aspects of government activity that affect the conduct of government and the lives of any or all of the people. The provisions of the FOIA are to be construed in accordance with this principle, and to require disclosure of requested information as expediently and efficiently as possible in accordance with the deadlines established in the FOIA. Unless information falls within an express statutory exemption, it must be disclosed under FOIA (5 ILCS 140/3). The exceptions are to be construed as limited, in light of the people's right to know the decisions, policies, procedures, rules, standards, and other aspects of government activity that affect the conduct of government and the lives or any or all of the people.

HOW TO REQUEST PUBLIC RECORDS:

The FOIA Officers:

The FOIA Officers for the Oak Brook Park District (the "District") are:

Nancy Strathdee, Finance Manager

Laure Kosey, Executive Director

Submission of Requests; Content:

Requests for public records in the custody of the Oak Brook Park District (the "District") should be submitted to the FOIA Officer. Requests must be made in writing and, if desired, a form for the request will be provided. The form may be submitted in person, by U.S. mail, e-mail or facsimile.

All requests must include the following:

1. The requestor's full name, address, telephone number, facsimile number and e-mail, if any;
2. A brief description, as specific as possible, of the public records requested;
3. A statement as to whether the request is for inspection of public records, copies of public records, or both; and
4. A statement as to whether the request is for a commercial purpose. ***[Note: It is a violation of Sec. 3.1 of the FOIA to knowingly obtain a public record for a commercial purpose without disclosing that it is for a commercial purpose if requested to do so by the District.]***

Inspection of Records:

Public records in the custody of the District will be made available for inspection during normal office hours at the Park District Administration Building, or such other office of the District where they are maintained. To prevent damage to or destruction of records, public inspection will be made under the supervision of a District employee.

Copies of Records:

Any person may request copies of public records or, during inspection of public records, may request that copies of specified records be provided. Copies will be made by the FOIA Officer or an assistant or designee. The FOIA provides that fees may be charged in certain instances to cover the cost of reproducing copies of public records, and fees will be assessed in accordance with the schedule of Reproduction Fees established by the Board of Park Commissioners. The fee schedule is also open for public inspection (see attachment). When a request for copies of public records is made, such copies will be provided to the requestor only upon payment of any fees that are due. Fees may be waived if the District's FOIA Officer, or an assistant FOIA Officer determines that waiver of fees serves the public interest.

If certified copies of public records are needed, the District will provide appropriate certification as to the authenticity and accuracy of the records. Certification will be provided upon the payment of certification fees established by the schedule of Reproduction Fees for certification of public records.

When a request is made for records that are maintained in an electronic format, the FOIA Officer will furnish the record in the electronic format specified by the requestor, if feasible. If it is not feasible to furnish the public records in the specified electronic format, the FOIA Officer shall furnish it in the format in which it is maintained by the District, or in paper format at the option of the requestor. The District may charge the requestor for the actual cost of purchasing the recording medium, whether disc, diskette, tape or other medium.

The FOIA requires the District to respond to requests for non-commercial public records within five (5) business days. In certain limited circumstances, the District may take up to an additional five (5) business days to collect and prepare public records for inspection. Requests received after 3:00 p.m. will be dated as being received on the next consecutive business day. The FOIA requires the District to respond to requests for public records for commercial use within twenty-one (21) working days after receipt, in accordance with Section 3.1 of the Act. Unless the records are exempt from disclosure, the District is required to comply with a request for commercial purposes within a reasonable period, considering the size and complexity of the request, and giving priority to records requested for non-commercial purposes.

If a member of the public is denied access to public records or if a response to a request is not given within this time limit, the individual requesting access to public records may consider the request denied, and may appeal the denial to the Public Access Counselor – Assistant Attorney General.

The District reserves the right to redact exempt information from a requested record.

Any questions regarding the procedure for acquiring access to public records may be directed to the FOIA Officer at District's Administration Building, 1450 Forest Gate Road, Oak Brook, IL 60523, Phone: 630-645-9530

**LIST OF DOCUMENTS AND CATEGORIES OF RECORDS TO BE
IMMEDIATELY DISCLOSED UPON REQUEST**

Minutes of regular Board meetings that have been approved by the Board, except for any closed portion of such meetings.

Minutes of special Board meetings that have been approved by the Board, except for any closed portion of such meetings.

Minutes of Committee meetings that have been approved by the Committee, except for any closed portion of such meetings.

Ordinances adopted by the Board.

Resolutions adopted by the Board.

Memoranda or other records specifically discussed by the Board in a public meeting.

**FREEDOM OF INFORMATION REQUESTS
REPRODUCTION FEES**

Except when a fee is otherwise fixed by statute, the following fees are for reproducing requested documents:

- | | | |
|-----|---|---------------------------|
| (A) | First fifty (50) pages of black and white letter or legal-sized copies: | No charge |
| | Pages of black and white letter or legal-sized copies over fifty (50) pages | \$.15 per page |
| | Certified copies | \$1.00 per certified copy |
- (B) For color copies or copies of documents in a size other than letter or legal, the fee for reproduction shall be the actual cost of reproduction as billed to the District.
- (C) If mailing of copies is requested, actual postage costs will be added to the reproduction costs set forth in sections (A) and (B) written above.
- (D) Documents may be furnished without charge or at a reduced charge, as determined by the FOIA Officer, if the requestor states the specific purpose for the request indicates that a waiver or reduction of the fee is in the public interest. Waiver or reduction of the fee is in the public interest if the principal purpose of the request is to access and disseminate information regarding the health, safety, and welfare or the legal rights of the general public and is not for the principal purpose of personal or commercial benefit. For purposes of this document, "commercial benefit" shall not apply to requests made by news media when the principal purpose of the request is to access and disseminate information regarding the health, safety, and welfare or the legal rights of the general public. In setting the amount of the waiver or reduction, the FOIA Officer may take into consideration the amount of materials requested and the cost of copying them.



**OAK BROOK PARK DISTRICT
REQUEST FOR PUBLIC RECORDS**

FROM: _____
Name of Requestor

Street Address

City, State, Zip

Phone Number

Facsimile Number, if any

E-mail Address, if any

TO: FOIA Officer
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, Illinois 60523

Pursuant to the provisions of the Illinois Freedom of Information Act, I wish to:

_____ Inspect; or

_____ Receive copies of the following public records presently in the custody of the Oak Brook Park District (the "District"). (Note: There may be a charge for copies provided, in accordance with the schedule of copying charges available from the FOIA Officer).

_____ Paper
_____ Electronic: What format? _____
_____ Certified copies

Description of Records:

Is this request for a commercial purpose? (**Must be completed for request to be valid. It is a violation of Sec. 3.1 of the Illinois Freedom of Information Act to knowingly obtain a public record for a commercial purpose without disclosing that it is for a commercial purpose if requested to do so by the District.**)

- ☐ YES
☐ NO

We strive to provide the **very best** in park and recreational opportunities, facilities, and open lands for our community.

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

www.obparks.org



Are you requesting a fee waiver or reduction? *Note that fee waivers or reductions are only available if a statement is filed with the District stating the purpose of the request and indicating that a waiver or reduction of the fee is in the public interest, that is, that the principal purpose of the request is to access and disseminate information regarding the health, safety and welfare or the legal rights of the general public, and is not for the principal purpose of personal or commercial benefit.*

☐ YES

☐ NO

I understand that the District must respond to a request made for non-commercial purposes within five (5) business days, unless such time limit is extended for five (5) additional business days for reasons stated in Section 3 of the Act. I also understand that the District will respond to a request made for commercial purposes within twenty-one (21) days after receipt, in accordance with Section 3.1 of the Act. Unless the records are exempt from disclosure, the District will comply a request for commercial purposes within a reasonable period, considering the size and complexity of the request, and giving priority to records requested for non-commercial purposes. I further understand that if this request is denied, I may appeal the denial to the Public Access Counselor – Assistant Attorney General.

Requestor

Date

For use of the FOIA Officer only:

Date Request Was Received: _____

Date Response Is Due: _____

Date Response Was Provided: _____

If Request is Approved Immediately:

Your request dated _____ for the above captioned record(s) has been approved, and a copy is/copies are being provided to you

_____ For a cost of \$ _____

_____ Without cost

FOIA Office

Date

Received on _____ (Date) by _____ (Printed Name).

Signature

2.10 Grant Procedures

Grant Options:

Staff is always exploring grant opportunities at the regional, state, federal and local levels. The Executive Director is the primary contact when researching grant opportunities. Depending on the grant opportunity, the appropriate staff in a specific department will become part of the research process to determine if the grant is a viable option. All grant opportunities must be discussed and reviewed by the Executive Director.

Factors influencing potential grants include the annual operating budget, the Capital Project Plan, and the Park District Board of Commissioners. If grant opportunities have not been budgeted, scheduled within the Capital Project Plan or require matching Park District funds, the Park District Board of Commissioners shall be presented with recommendations and the information on the application process.

Grant Applications:

The Executive Director is responsible for coordinating the grant application process. All grant applications must be properly vetted to make sure the Park District is in the position to successfully accommodate all grant requirements. These accommodations include funding, studies, permitting, and engineering. The Park District may choose to contract with a professional grant writer depending on the size of the project. Some grants may require approval from the Park District Board of Commissioners.

Grant Awards:

Once a grant has been successfully awarded, the Park District will prepare a timeline to fulfill the requirements of the grant. The Executive Director and lead staff involved in the grant process will complete the requirements of the grant. If any adjustments are made to the grant project, the grantors and the Park District Board of Commissioners must be notified prior to modifications being implemented. When all requirements have been met the Executive Director and the lead staff will submit for reimbursement according to the grant specifications and confirm payment to the Park District.

2.11 OAK BROOK PARK DISTRICT IDENTITY PROTECTION POLICY

Purpose:

This Identity Protection Policy is adopted pursuant to the Identity Protection Act (5 ILCS 179/1 *et seq.*) (the “Act”) to protect social security numbers from unauthorized disclosure.

Definitions:

District: The Oak Brook Park District (the “District”).

Identity Protection Policy:

Any policy created to protect social security numbers from unauthorized disclosure, including this “Oak Brook Park District Identity Protection Policy”.

Person: Any individual in the employ of the District or acting as an agent or representative of the District under contract in a professional capacity.

“Publicly Post” or “Publicly Display”:

To intentionally communicate or otherwise intentionally make available to the general public.

Prohibited Activities:

No person acting on behalf of the District may do any of the following:

- (1) Publicly post or publicly display in any manner an individual’s social security number.
- (2) Print an individual’s social security number on any card required for the individual to access products or services provided by the District.
- (3) Require an individual to transmit his or her social security number over the Internet, unless the connection is secure or the social security number is encrypted.
- (4) Print an individual’s social security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail or any similar method of delivery, unless State or Federal law requires the social security number to be on the document to be mailed. Notwithstanding any provision of the Act or this Policy to the contrary, social security numbers may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Illinois Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend or terminate an account, contract or policy, or to confirm the accuracy of the social security number. A social security number that may permissibly be mailed under the Act or this Policy may not be printed, in whole or in part, on a postcard or

other mailer that does not require an envelope, or be visible on an envelope without the envelope having been opened.

Except as otherwise provided in the Act or this Policy, no person may do any of the following:

- (1) Collect, use or disclose a social security number from an individual, unless:
 - (a) Required to do so under State or Federal law, rules or regulations, or unless the collection, use or disclosure of the social security number is otherwise necessary for the performance of the District's duties and responsibilities;
 - (b) The need and purpose for the social security number is documented before collection of the social security number; and
 - (c) The social security number collected is relevant to the documented need and purpose.
- (2) Require an individual to use his or her social security number to access an Internet website.
- (3) Use the social security number for any purpose other than the purpose for which it was collected.
- (4) Encode or embed a social security number in or on a card or document, including, but not limited to, using a bar code, chip, magnetic strip, RFID technology or other technology, in place of removing the social security number as required by the Act or this Policy.

Exclusions from Prohibitions:

The prohibitions listed hereinabove shall not apply in the following circumstances:

- (1) The disclosure of social security numbers to agents, employees, contractors or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the governmental entity must first receive from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under the Act on a governmental entity to protect an individual's social security number will be achieved.
- (2) The disclosure of social security numbers pursuant to a court order, warrant or subpoena.

(3) The collection, use or disclosure of social security numbers in order to ensure the safety of State and local government employees; persons committed to correctional facilities, local jails and other law enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a State or local government agency facility.

(4) The collection, use or disclosure of social security numbers for internal verification or administrative purposes.

(5) The disclosure of social security numbers by a State agency to any entity for the collection of delinquent child support or of any State debt, or to a governmental agency to assist with an investigation or the prevention of fraud.

(6) The collection or use of social security numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the Federal Fair Credit Report Act, to undertake any permissible purpose that is enumerated under the Federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

Freedom of Information Act Requests:

Notwithstanding any provisions of the Act or this Policy to the contrary, the District and any person acting on behalf of the District shall comply with the provisions of any other State law with respect to allowing the public inspection and copying of information of documents containing all or any portion of an individual's social security number, including, but not limited to the Illinois Freedom of Information (5 ILCS 140/1, *et seq.*); provided, that the District and any such person shall redact all social security numbers from such information or documents before allowing the public inspection or copying thereof.

Applicability:

This Policy shall not apply to the collection, use or disclosure of a social security number as required by State or Federal law, rule or regulation. If a Federal law takes effect requiring any Federal agency to establish a national unique patient health identifier program, any person who complies with the Federal law shall be deemed to be in compliance with this Policy.

This Policy shall not apply to documents that are recorded with a County Recorder or required to be open to the public under any State or Federal law, rule or regulation, applicable case law, Supreme Court Rule or the Constitution of the State of Illinois.

Training:

All District employees who have access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Such training shall include instructions on the proper handling of information that contains social security numbers from the time of collection through the destruction of the information.

Other Requirements:

The District and any person acting on behalf of the District shall also comply with the following additional requirements:

(1) Only those District employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.

(2) Social security numbers required from an individual shall be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request.

(2) When collecting a social security number, or upon request by the individual, a statement of the purpose or purposes for which the District is collecting and using the social security number shall be provided to the individual.

Distribution of Policy:

This Policy will be distributed as follows:

(1) A written copy of this Policy shall be provided to the District's President and Board of Park Commissioners within thirty (30) days after its effective date.

(2) Each current District employee shall be provided and shall acknowledge receipt of a copy of this Policy. Each employee hereinafter hired by the District shall be provided and shall acknowledge receipt of a copy of this Policy upon commencing his or her employment. The acknowledged copy of this Policy shall be filed and maintained in each District employee's personnel file.

(3) A copy of this Policy shall be made available to any member of the public, upon request.

If the District amends this Policy, a written copy of the amended Policy shall be provided to the District's President and Board of Park Commissioners, and all District employees shall be provided with a copy of the amended Policy.

Effective Date:

This Policy shall be effective on June 1, 2011.

Approved by Board of Commissioners: May 9, 2011
Resolution 11-0510

2.12 Identity Theft Prevention Program

I. Statutory and Rules Requirements

Pursuant to the Federal Trade Commission's "Red Flag" Rules, which implements Section 114 of the Fair and Accurate Credit Transactions ("FACT") Act of 2003, the Oak Brook Park District (the "District") is a "creditor" who holds and manages "Covered Accounts", in that the District offers an Electronic Funds Transfer Account ("EFTA") for payment of membership fees. As a "creditor", the District is required to implement a Program to detect, prevent, and mitigate instances of Identity Theft, and provide for identification, detection, and appropriate response to patterns, practices, or specific activities, known as "Red Flags", which could indicate Identity Theft. Specifically, pursuant to the "Red Flag" Rules, the District's Program must include reasonable policies and procedures to:

- Identify relevant Red Flags for new and existing "covered accounts" and incorporate those Red Flags into the Program.
- Detect Red Flags that have been incorporated into the Program.
- Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
- Ensure that the Program is updated periodically, to reflect changes in the risks from Identity Theft to customers or to the safety and soundness of the District.

II. Definitions Related to the "Red Flag" Rules

Covered Account: An account that the District offers or maintains, primarily for personal, family or household purposes, which involves or is designed to permit multiple payments for transactions. The District's EFTA's are Covered Accounts. (16 CFR 681.2(b)(3)(i)).

Identity Theft: A fraud committed or attempted using the Identifying Information of another person without authority. (16 CFR 681.2(b)(8) and (16 CFR 603.2(a)).

Identifying Information: Any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, credit card information, customer bank account information, or other unique electronic identification number, address or routing codes. Additional examples of Identifying Information are set forth in 16 CFR 603.2(a).

Red Flag: A pattern, practice or specific activity that indicates the possible existence of Identity Theft with respect to a Covered Account.

Certain terms used but not otherwise defined herein shall have the meanings given to them in the FTC's Identity Theft Rules (16 CFR Part 681) or the Fair Credit Reporting Act of 1970

(15 U.S.C. 1681, *et seq.*), as amended by the Fair and Accurate Credit Transactions Act of 2003, which became effective on December 4, 2003. (Public Law 108-159).

III. Identification of Red Flags

The District has considered the guidelines and the illustrative examples of possible Red Flags from the FTC's Identity Theft Rules and has reviewed the District's past history with instances of Identity Theft, if any. The District hereby determines that the following are the relevant Red Flags for purposes of this Program, given the relative size of the District and the limited nature and scope of the services that the District provides to its residents through Covered Accounts:

A. The presentation of suspicious documents.

1. Documents provided for identification appear to have been altered or forged.
2. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.
3. Other information on the identification is not consistent with information provided by the person opening a new Covered Account or customer presenting the identification.
4. Other information on the identification is not consistent with readily accessible information that is on file with the District, such as an application form or a recent check.
5. An application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

B. The presentation of suspicious personal Identifying Information.

1. Personal Identifying Information provided by the customer is not consistent with other personal Identifying Information provided by the customer.
2. Personal Identifying Information provided is associated or consistent with known fraudulent activity, such as an invalid phone number or fictitious billing address, or a phone number or address that is consistent with a previous fraudulent application.
3. The address or telephone number provided is the same as or similar to the information submitted by other customers.

4. The person opening the Covered Account fails to provide all required personal Identifying Information on the application or in response to notification that the application is incomplete.
5. Personal Identifying Information provided is not consistent with personal Identifying Information that is on file with the District.
6. If the District uses challenge questions, the person opening the Covered Account or the current customer, cannot provide authenticating information beyond that which generally would be available.

C. Suspicious Account Activity or Unusual Use of Account

1. Shortly following the notice of a change of address for a Covered Account, the District receives a request to change the account holder's name.
2. A new account is used in a manner commonly associated with known patterns of fraud. For example: the customer fails to make the first payment or makes an initial payment but no subsequent payments.
3. A Covered Account with a stable history shows irregularities, such as nonpayment when there is no history of late or missed payments, or a material change in usage patterns.
4. A Covered Account that has been inactive for a reasonably lengthy period of time shows activity.
5. Mail sent to the customer is returned repeatedly as undeliverable although usage of services continues in connection with the customer's Covered Account.
6. The District is notified that the customer is not receiving mail sent by the District.
7. The District is notified of unauthorized usage of services in connection with a customer's Covered Account.

D. Notice of possible Identity Theft

The District is notified by a customer, a victim of Identity Theft, a law enforcement authority, a consumer reporting agency, or any other person, of possible Identity Theft in connection with a Covered Account, or that the District has opened a fraudulent account for a person engaged in Identity Theft.

V. Detection of Red Flags

A. Employee Training

The employees of the District that interact directly with customers on a day to day basis shall have the initial responsibility for monitoring the information and documentation provided by the customer or any third party in connection with the opening of new accounts, modification of, or access to existing accounts and the detection of any Red Flags that might arise. The Director or a designee shall see to it that all employees who might be called upon to assist a customer are properly trained so that they have a working familiarity with the relevant Red Flags identified in this Program, and so as to be able to recognize any Red Flags that might surface in connection with the transaction. An employee who is not sufficiently trained in this Program shall not have the authority to provide the customer with any service transaction without the direct supervision and specific approval of a management employee. Employees shall receive additional training as appropriate, as changes to the Program are made. All management employees shall be properly trained so that they can recognize the relevant Red Flags identified in this Program and exercise sound judgment in connection with the response to any unresolved Red Flags that may be present. Management employees shall be responsible for making the final decision on any such unresolved Red Flags.

B. Application and Implementation Policy

1. The Director or a designee shall establish a written policy setting forth the manner in which a prospective new customer may apply for a Covered Account, the information and documentation to be provided by the customer in connection with such an application, the steps to be taken by the employee assisting the customer with the application in verifying the customer identity, and the manner in which the information and documentation provided by the customer shall be maintained.
2. The Director or a designee shall establish a written policy setting forth the manner in which customers with existing accounts shall establish their identity before being allowed to make modifications to their account(s).
3. The Director or a designee shall establish a written policy setting forth the steps to be taken in the event of an unresolved Red Flag situation.

C. Final decision on Identifying Information

If the responsible employees of the District, as set forth in the previous paragraphs, are unable, after making a good faith effort, to form a reasonable belief that they

know the true identity of a customer attempting to open a new account or modify an existing account, based on the information and documentation provided by the customer or any third party, the District shall not open or modify the existing account.

VI. Privacy and Confidentiality

A. Collection of Personal Identifying Information

Only the personal Identifying Information that is necessary for the District's business should be collected and used by the District's employees. Whenever possible, such information should be obtained directly from the customer, and if such information requires supplementation, only reputable and reliable third party sources shall be used.

B. Retention and Security of Personal Identifying Information

Personal Identifying Information should be retained only for as long as necessary or required by law. Personal Identifying Information should be carefully secured and protected, and internal access to such information should be limited to only those employees with a legitimate business reason for seeking and using such information. Use of such information should be limited solely to the purposes for which the information was originally obtained. Unless legally or contractually required, any external disclosure of personal Identifying Information shall require the consent of the customer concerned.

VII. Program Management

A. Initial Risk Assessment - Covered Accounts

Accounts for personal, family and household purposes are specifically included within the definition of a Covered Account in the FTC's Identity Theft Rules. Therefore, the District hereby determines that, with respect to its EFTA's, the District offers and/or maintains Covered Accounts. The District has performed an initial risk assessment to determine whether it offers or maintains any other accounts for which there are reasonably foreseeable risks to customers from Identity Theft. In making this determination, the District considered (1) the methods it uses to open its accounts, (2) the methods it uses to access its accounts, and (3) its previous experience with Identity Theft, if any. The District concluded that it does not offer or maintain any such other Covered Accounts at this time.

B. Program Updates - Risk Assessment

The Program, including relevant Red Flags, is to be updated as often as necessary, but at least annually, to reflect changes in risks to customers from Identity Theft. Factors to consider in the Program update include:

1. An assessment of the risk factors identified above.
2. Any identified Red Flag weaknesses in associated account systems or procedures.
3. Changes in methods of Identity Theft.
4. Changes in methods to detect prevent and mitigate Identity Theft.

C. Oversight

The initial adoption and approval of the Identity Theft Prevention Program shall be by Resolution of the Board of Park Commissioners. Thereafter, changes to the Program of a day-to-day operational character, and decisions relating to the interpretation and implementation of the Program, may be made by the Director. Major changes or shifts in policy positions under the Program shall only be made by the Board of Park Commissioners.

D. Specific Program Elements and Confidentiality

For the effectiveness of Identity Theft Prevention Programs, the Red Flag Rule envisions a degree of confidentiality regarding the District's specific practices relating to Identity Theft detection, prevention and mitigation. Therefore, under this Program, knowledge of such specific practices is to be limited to those employees who need to know them for purposes of preventing Identity Theft. Because this Program is to be adopted by the Board of Park Commissioners, and thus publicly available, it would be counterproductive to identify these specific practices here. Therefore, only the Program's general Red Flag detection, implementation and prevention policies and practices are provided for in this document.

2. 13 Land Acquisition Policy and Procedure

I. Purpose

The purpose of this policy and procedure is to establish general requirements, functions, procedures, and responsibilities for land acquisitions by the Oak Brook Park District ("District"). The Illinois Park District Code, 70 ILCS 1205/8-1 authorizes Illinois park districts to acquire lands for park, recreation, conservation, and historical-cultural purposes.

II. Policy

The Board may seek to acquire any form of ownership interest in land to meet the park, recreational or corporate purposes of the District. When determining whether or not to acquire land or an interest in real estate, the Board may, in its discretion, consider whether:

1. The acquisition and proposed use of the land will enhance the recreation and leisure activities the District can provide to its residents.
2. Acquisition, development, and maintenance of the land is consistent with the District's Strategic Plan, Master Plan, and Capital Projects Plan.
3. Acquisition of the land can be financially undertaken in a manner that is consistent with the District's fiscal and public finance policies.
4. Public approval via voter referendum is advisable.
5. The acquisition is consistent with the District's applicable master plan or strategic plan for enhancing park, recreational, conservation, or historical-cultural opportunities for the District or its residents.

III. Procedures for Land Acquisition

A. Initial Review Guidelines:

The District recognizes the need for general guidelines to consider in determining the desirability of acquiring real estate for park purposes. There are many modes of acquisition, including purchase, gift or bequest, dedication, exchange, eminent domain and condemnation.

If a staff member is contacted by any third party regarding the District's interest in acquiring fee title or a lesser interest in land (e.g., lease, license, easement), the staff member should promptly direct the individual/organization to the Executive Director.

The Executive Director may, in his/her discretion, arrange a tour of the land with the owner/seller, or take such other investigative action as he/she deems appropriate, including review of property records, consultations with professionals, and discussions with staff persons as needed.

Under the direction of the Executive Director and legal counsel, a Proposed Land Acquisition Report for the Board of Park Commissioners may be prepared on the proposed property. The Land Acquisition Report may be prepared by the Executive Director, his or her designee or both, and may include any of the following information:

1. General condition.
2. Unique characteristics.
3. Current or potential recreational suitability.

4. Zoning and subdivision.
5. Public and private improvements.
6. Access points.
7. Utilities.
8. Mortgages.
9. Taxes, liens, encumbrances.
10. Easements, leases, licenses.
11. Value.
12. Highest and best use.
13. Maintenance factors.
14. Liability issues.
15. Neighboring property conditions and circumstances.
16. Viability of recreational plans.
17. Degree of neighborhood support for said plans.
18. Costs of acquisition and development.
19. Financing options, availability of grants.
20. Cultural and natural features of the site.

The Board may in its discretion discuss all or portions of the report in a closed meeting of the Board of Park Commissioners or any appointed task force or committee subject to the Open Meetings Act and the case law and PAC opinions interpreting the Act. Any board, committee, or, task force meeting convened to discuss potential land acquisition or a Land Acquisition Report, shall be conducted in accordance with the Open Meetings Act (including but not by limitation, subsection 2(6) of the Act). 5 ILCS 120/2 (6) (2016). The Board or any committee or task force appointed to evaluate the real estate may consider the following guidelines in determining whether acquisition is advisable:

1. Each parcel of property offered to the District for park and recreation purposes, either through purchase, dedication or donation, shall be evaluated taking into account the merits of the site without regard for the owner's identity, or the interests of any third party group or individual.
2. Each parcel of land may be considered for either passive or active park use.
3. Higher consideration may be given to properties adjoining existing parks, schools and public properties.
4. Higher consideration may be given to properties in neighborhoods void of park land.
5. Higher consideration may be given to properties with unique ecological resources.
6. Proposed property should have sufficient vehicular and pedestrian access or a reasonable means of acquiring such access.
7. Proposed property should have utility access or a reasonable means of acquiring such access.
8. Properties lying in the flood plain or serving as detention basins must have significant recreation opportunities to be considered. When at all possible, street frontage for neighborhood parks should be the entire length of the park on two sides:
9. To provide better visibility
10. To allow on-street parking
11. To discourage users from cutting through private property to get to the park
12. To develop facilities away from adjacent residential property.
13. To provide more usable space.
14. Storm water control facilities should occupy no more than one-tenth of any neighborhood park
15. Utilize existing public land whenever possible for the acquisition and development of new neighborhood parks.

The foregoing guidelines are not meant to be absolute criteria, but rather a guide for the Board's review.

B. Special Considerations

1. Gifts and Bequests

- a. The District is not required to accept all gifts offered.
- b. Higher consideration shall be given to land donations providing endowment for the continued care and maintenance of the land.
- c. Land Donations approved for acquisition may be either accepted directly by the District or by the Oak Brook Park District Foundation, whichever meets the District's or the donor's needs.
- d. Naming Rights shall be administered consistent with District policy.
- e. All donations become the sole property of the District, and as such, can be utilized in any manner which is in the best interests of the District.
- f. Proposed property's legal description and land survey will be issued by the party donating the property.
- g. The party donating the land shall pay for any property vacations or subdivisions required by the village, state or county regulations.

2. Land Dedication

Land Dedication is the acquisition of land from a developer, typically to address recreational needs or other impacts created by development. Dedication of land or cash in lieu of dedicated land may be required from developers at the time of subdivision, consolidation, PUD platting, or other triggering event as set forth in the Village's ordinances. Unless otherwise agreed between the District and the Village of Oak Brook, land dedication or cash in lieu of such land dedication is administered by the Village of Oak Brook pursuant to the Village of Oak Brook Land/Cash Donation Ordinance.

C. Environmental Site Assessment Guidelines

If after initial review, the Board of Park Commissioners wishes to proceed with further evaluation of the land for acquisition, the District may at such time as it deems appropriate, but prior to acquisition, conduct, or cause to be conducted, an Environmental Site Assessment, containing such analysis as recommended by the District's legal counsel and its insurer/risk management agency. The Environmental Site Assessment must address whether the land under consideration creates the risk of exposing the District to liability for the generation, transportation or storage of hazardous substances, environmental cleanup costs or damages arising from the property's environmental condition.

The Environmental Site Assessment:

1. Reduces the District's liability exposure to unknown conditions, claims and liabilities.
2. Reduces the District's liability exposure by preventing the acquisition of contaminated real property unless such acquisition is directed by the Board of Commissioners after negotiation with the seller or grantor of the property.
3. Identifies potential hazardous substance-related threats to fish and wildlife and their habitats and other environmental problems prior to real property acquisition.

4. Aids in the development of a remediation plan for identified hazardous substances related to proposed property acquisition prior to closing.

1. Environmental Site Assessment Definitions:

- a. **“Environmental Site Assessment”** means an analysis of an environmental site, prior to acquisition of real property, to determine the potential of, and extents of liability for hazardous substances or other environmental remediation or injury.
- b. **“Hazardous Substances”** means all CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) listed substances [see 42 USC 9601 (14)], petroleum products or their derivatives (including aviation fuel and motor oil).
- c. **“Other Environmental Problems”** means problems associated with environmental contamination, whether or not involving hazardous substances.
- d. **“Real Property”** means any land or an interest therein, and all building, structures and improvements affixed to the land.
- e. **“Real Property Acquisition”** means the acquisition of real property, for any period of time, through discretionary acts or when required by law, whether by way of condemnation, donation, escheat, right-of-entry, escrow, exchange, lapses, purchase, revocation, or transfer.
- f. **“Release”** means any release [see 42 USC 9601(22)], discharge [see 33 USC 1321(a)(2)], or threatened discharge of a hazardous substance into the air, soil, sediment, groundwater, surface water, or any structures located on the real property.
- g. **“Remediation”** means meeting the requirements and standards of applicable Federal and state laws applicable to hazardous substance management or cleanup.
- h. **“Remediation or Other Cleanup Costs”** means the actual or potential costs to the District for remediation or other environmental cleanup, or other damages or costs associated with hazardous substance contamination of real property.
- i. **“Requirements”** Environmental site assessments must be completed to protect the District and its taxpayers against avoidable liability exposure.
- j. **“Planning Overview Surveys”** During the planning process, an “overview” survey or Phase 1 Environmental Survey is completed after a new parcel or property is proposed for acquisition and before closing at such time as determined by the District, upon consultation with its consultants. The purpose of an “overview” survey is to identify actual or potential hazardous substances or other environmental problems within the area proposed.

k. **Acquisition Surveys and Analysis**

- i. A Phase 1 Environmental Survey may be conducted to ascertain the likelihood of the presence and extent of hazardous substances or other environmental problems associated with such property and any remediation or other cleanup costs.
- ii. Weigh the environmental and/or public benefits relative to the total cost of the acquisition including (a) fair market value, (b) actual or potential remediation or other environmental cleanup costs, and (c) any known or reasonably estimated monetary damages that could be associated with the acquisition.
- iii. Provide more detailed information to the District regarding the probable costs associated with acquisition of contaminated property.

2. Environmental Site Assessments

- a. **Phase I Environmental Survey** must be completed for all acquisitions. The Phase I Environmental Survey is used to determine whether there are any potential hazardous substances or other environmental problems and whether a Phase II Survey is needed.
- b. **Phase II Environmental Survey** may be necessary if the Phase I Survey identifies potential hazardous substance(s). A Phase II Environmental Survey will include sampling to determine whether there is a presence or absence of hazardous substances at the potential sites identified in the Phase I survey, and the probable extent of said contamination. In some cases a Phase III environmental survey will be required prior to acquisition.
- c. **Phase III Environmental Survey** is required when the District determines that a hazardous substance is present. Additional sampling and research is necessary to determine the extent of any hazardous substance and the actual or potential cost for remediation.

3. Assessment Standards and Conditions

- a. **Minimum Standards:** The Phase I environmental study should recognize existing environmental conditions and include information that is reasonably ascertainable. It must be complete in terms of technical accuracy and comprehensiveness. It should meet all applicable ASTM standards and be conducted in compliance with the "All Appropriate Inquiries" Final Rule at 40 CFR Part 312 if applicable.
- b. **Qualifications of Personnel:** Environmental site assessments must be conducted by qualified individuals.
- c. **Environmental Surveys** must be completed by an Environmental Contamination Specialist or contractor approved by the District.
- d. **Time Limit:** The Environmental Site Assessment Level I Survey should be completed within one year prior to the real property acquisition.

- e. **Land acquisition budget requests** should include the costs for pre-acquisition surveys.

4. Environmental Site Assessment Due Diligence Procedures

- a) The District shall assign a qualified designated person or environmental consultant to review the Environmental Site Assessment(s). The Board of Commissioners may also consider using environmental legal counsel or other third parties experienced in the review of such reports. The reviewer is responsible for addressing the recommendations presented in the report and recommending to the Board if the next level of an Environmental Survey Assessment is required. As directed by the Board of Commissioners, the Executive Director or his/her designee shall coordinate the entities responsible for the Environmental Site Assessments.
- b) The Environmental Site Assessments shall be reviewed by the Board of Commissioners with review and consultation by its legal counsel to determine whether or not acquisition of the property is in the best interest of the District and the community.
- c) Environmental concerns may be addressed through the sales agreement when purchasing the property, such as incorporating environmental indemnification language, adjusting the sale price or creating an escrow account to cover any investigative or remediation activities.

D. Negotiate Price and Conditions for Purchase

- a. If a determination is made by the Board of Commissioners to proceed with the acquisition of the property, the Board shall provide direction for contract negotiations. Contract negotiations may be made by the District's Legal Counsel.

E. Approval of Land Acquisition

- a. After successful contract negotiation and review by legal counsel, the land acquisition contract may be presented to the Board of Commissioners for approval by ordinance during an open meeting of the Board for final approval in accordance with the provisions of the Illinois Park District Code and other applicable statutes.

F. Post-Acquisition Requirements

- a. Ensure the accurate and timely filing of the application for property tax exemption with the County Board of Review in which the property is located.
- b. Notify PDRMA (Park District Risk Management Association) of property acquisition.

IV. General Provisions

A. No Duty to Accept Land

The Park District shall not be obligated to accept conveyance of any property, including contaminated properties, properties lying in a flood plain or wetland, encumbered properties, properties encumbered by stormwater easements or improvements, present a security or

health safety or welfare risk, or other properties that in the opinion of the District will be unduly burdensome to develop, operate, maintain, repair, replace or protect.

B. Board Authority

The foregoing Land Acquisition Policy and Procedure is designed to provide the District and the Board with general guidance in connection with the acquisition of real estate and should not be considered legal advice, or construed as strict guidelines. The Board hereby reserves the right to deviate from any or all of the policies and procedures contained herein to protect the interests of the District.

Approved by Board of Commissioners: July18, 2016

2.14 Sale of Real Estate and Excess Personal Property

The Board may, from time to time, decide to liquidate certain assets that it has accumulated, including land, buildings, equipment, and other tangible items. If the Park District's Board of Commissioners is considering disposing of Park District real estate, staff must refer to the most updated version of the Illinois Park Code (which supersedes Park District procedures) and contact Park District legal counsel to ensure that legal requirements are met.

Illinois Compiled Statutes set forth the powers and procedures governing the sale or lease of real estate and shall be adhered to in all instances. Park District authority to sell, lease, or exchange land comes from Illinois Park District Code (70 ILCS 1205/10-7).

Illinois law also permits park districts to sell personal property when three-fifths of the Board determines that the personal property is no longer needed or useful. The District may convey or sell this property in any manner it designates. The Board must first pass an ordinance authorizing the disposal of the personal property.

2.15 Land Disposal Procedure

Park District authority to sell, lease, or exchange land comes from Illinois Park District Code (70 ILCS 1205/10-7). The following procedures are to be used for land disposal.

Land Disposal

If the Park District's Board of Commissioners is considering disposing of Park District real estate, staff must refer to the most updated version of the Illinois Park Code (which supersedes Park District procedures) and contact Park District legal counsel to ensure that legal requirements are met.

Staff with responsibility for public relations for the Park District must be included in the process in order to ensure transparency and that accurate information regarding the land disposal is shared with the public and media.

Park District Code authorizes the Oak Brook Park District to sell, lease, or give real estate to other government entities for public use. In any other situations, the following steps must be followed to ensure that the Park District complies with the law and does not diminish the community's public recreational benefits.

- **Exchange of Property**

The Park District may exchange a property for other real property of equal or greater value with the same or greater suitability for park purposes without additional cost to the Park District. Prior to the exchange, the Park Board shall hold a public meeting in order to consider the proposed conveyance. Staff shall publish notice of the meeting not less than 3 times (the first and last publication being not less than 10 days apart) in a newspaper of general circulation within the Park District.

- **Lease of Property**

The Park District may lease a property it deems is not required for park and recreational purposes to any individual or entity and may collect rent therefrom. The lease may not exceed 2.5 times the term of years currently provided for in the Park District Code governing installment purchase contracts.

- **Sale of Property**

The Park District may sell a property no longer needed or useful for park purposes through Board adoption of a resolution by four-fifths vote. Staff shall publish notice of the resolution not less than 3 times (the first and last publication being not less than 10 days apart) in a newspaper of general circulation within the Park District. The resolution shall not become effective until 10 days after publication. The Park District must certify a question with local voting officials regarding the sale, which must be approved by a majority of voters at a regular election.

2.16 Naming Rights Policy

Purpose

To establish a naming rights policy for public parks and facilities by selecting a name that would add additional credibility to the public park/facility and the department.

Authorization

The Oak Brook Park District Board of Commissioners shall have the authority for the naming of all public parks and facilities by passing or rejecting a motion at a public board meeting.

Statement of Intent

1. The Oak Brook Park District's parks, park amenities, and facilities are generally a limited public forum to be used primarily for recreational activities intended to promote good health, fitness and wellness of families.
2. The District is a local government entity, created by State authority, and as such does not promote any political party, candidate, agenda, or viewpoint, or endorse or promote any religious group or viewpoint.

Terms of the Policy

1. The Oak Brook Park District reserves the right to refuse sponsorships or naming rights if it would be inconsistent with the mission and values of the District.
2. Sponsorships or naming rights will not be accepted from any organization, business, agency or individual whose mission or goal is in conflict with the District's mission statement and vision values, which are attached to this policy as Exhibit "A".
3. The District will not support or endorse any political party, candidate, agenda or viewpoint, or endorse or promote any religious group or viewpoint. Therefore, the District will not accept donation or naming rights which is associated with any political party, candidate, agenda, or viewpoint of any kind, or with any religious group or viewpoint.
4. Among the values of the District are the promotion of good health, fitness, and the wellness of families. Therefore, any sponsorships or naming rights which are associated with promoting the use or sale of tobacco, the use of or sale of alcoholic beverages to under aged persons or over consumption of alcoholic beverages, or any other products that adversely affect good health and fitness, or which are unsuitable for viewing by minor children because of their explicit sexual depictions or content, use of language, or other similar reasons, will not be permitted by the District.

Procedures for Naming Rights

1. The Oak Brook Park District Board of Commissioners has the authority to determine if the sponsored name of a park or facility shall be accepted.
2. The Oak Brook Park District Board of Commissioners may accept or deny any name that is inconsistent with the District policies.
3. If the naming rights are approved, written notice shall be provided to the donor along with a sponsorship naming agreement which shall be consistent with the terms of the policy.
4. If the naming rights are refused, written notification shall be provided to the donor, together with reasons for refusal, which reasons shall be consistent with the terms of the Policy.

Approved by Board of Commissioners: August 2010

Revision approved by Board of Commissioners:

Exhibit A

**Oak Brook Park District
Mission Statement**

“To provide the very best in park and recreational opportunities, facilities, and open lands.”

**Oak Brook Park District
Core Values**

- o **Communication:** Engaging in open, honest, and respectful communication both internally and externally, will educate our community on the benefits of parks and recreation.
- o **Collaboration:** Working together to incorporate the diverse culture and viewpoints, to foster recreational creativity, encouragement, and motivation.
- o **Accessibility & Inclusion:** Ensuring that everyone, regardless of age or ability, has access to the very best in park and recreational opportunities to enrich their quality of life.
- o **Holistic Wellness:** Providing programs, services, and opportunities designed to improve all aspects of the overall wellness of the Greater Oak Brook Community.
- o **Consistent Customer Service:** Providing the very best experience to each individual who visits our park district facilities and to promote loyalty among our staff and constituents.
- o **Environmental Conservation & Stewardship:** Fostering the responsible use and protection of the natural environment through education, conservation, and sustainable practices.

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<#>Strong Work Ethic: hardworking, dedication, flexibility, motivation and reliability¶

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2.17 NEW HIRE REPORTING PROCEDURES

The State of Illinois and federal laws require all employers to report each new and rehired employee to the Illinois Department of Employment Security within 20 calendar days of their start date. The purpose of these laws is to increase child support collections and reduce fraudulent unemployment and worker's compensation payments. Failure to report new hires may result in a civil penalty for each individual whom the employer does not report.

Employers are required to report all new hire employees as well as any employee returning to work who has been off the payroll for 60 consecutive days or more due to a lay-off, furlough, medical leave, leave of absence or separation from work.

The Oak Brook Park District electronically reports new hires online through the IDES New Hire Reporting form as part of the employment process within 20 days of their start date. Employees who have been off payroll due to lay-off, furlough, medical leave, leave of absence or separation from work for 60 days or more are also reported to IDES as a new hire by the first pay date after they return to work.

2.18 Oak Brook Park District Succession Procedure

In the event that the Executive Director is unable to perform his/her duties for a period of time, the Oak Brook Park District has in place the following succession plan to facilitate interim leadership.

A. Temporary, Short-Term Absences

A short-term planned absence is one of less than three months in which it is expected that the Executive Director will return to his/her position once the events precipitating the absence have concluded. This could include planned periods of leave such as a vacation, sabbatical or unplanned absences that arise unexpectedly due to reasons such as personal or family illnesses or emergencies. Unless otherwise determined in advance, the Executive Director is to continue to be consulted by phone of any urgent or serious matters. If the Executive Director is not able to be reached during this time, the following chain of succession to determine a temporary Acting Director would occur:

- Deputy Director,
- Chief Financial Officer,
- Director of Parks and Planning,

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Deleted: Parks and Maintenance

In the event that this chain of succession is activated, the Acting Director is to immediately inform the Board President. The Board of Commissioners may choose to meet to affirm the procedures in this plan or to make modifications as deemed appropriate for the situation. The Board President will be responsible for notifying staff and other Commissioners of the delegation of authority. If a crisis or emergency occurs during this time, the Acting Director would determine if the Emergency Operations Plan would go into effect after consulting with the Board President.

B. Temporary, Long-Term Absences

A long-term planned absence is one that is expected to last more than three months. The procedures and conditions to be followed should be the same as for a short-term absence with one addition: the Board of Commissioners will give immediate consideration, in consultation with the Acting Director, to the temporary filling of the management position left vacant by the Acting Director. This is in recognition of the fact that it may not be reasonable to expect the Acting Director to carry the duties of both positions for more than three months.

C. Permanent Change

A permanent change is one in which it is determined that the Executive Director will not be returning to the position. The procedures and conditions to be followed should be the same as for a long-term absence with one addition: the Board of Commissioners will appoint a Transition and Search Committee to plan and carry out a transition to a new permanent Executive Director. The Board will also consider the need for outside consulting assistance depending on the circumstances of the transition and the board's capacity to plan and manage the transition and search. The Transition and Search Committee will also determine the need for an Interim Executive Director, and plan for the recruitment and selection of an Interim Executive Director and/or permanent Executive Director.

D. Department Head Succession Plan

In the event that a Department Head is unable to perform his/her duties for a period of time, the Executive Director will determine when to enact the following succession plan to facilitate interim leadership. The Executive Director may make modifications as deemed appropriate for the situation.

Position	First Successor	Second Successor
<u>Chief Financial Officer</u>	<u>Human Resource Manager</u>	Executive Director
<u>Deputy Director</u>	<u>Superintendent of Recreation</u>	Executive Director
Director of Parks & <u>Planning</u>	<u>Park Specialist</u>	Executive Director
<u>Superintendent of IT & Communications</u>	<u>Marketing & Communications Manager</u>	Executive Director

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Administrator

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Approved: June 2015

Updated and Approved: January 2021

2.19 PATRON BEHAVIOR MANAGEMENT POLICY

Behavior

All patrons are expected to exhibit appropriate behavior at all times. All participants shall:

- Show respect to all patrons and staff.
- Show respect for equipment, supplies and facilities.
- Refrain from using abusive or foul language.
- Refrain from threatening or causing bodily harm to self, other patrons, or staff.
- Not possess any weapons.

Discipline

A positive approach will be used regarding discipline. If inappropriate behavior occurs, a prompt resolution will be sought specific to each individual's situation. The Oak Brook Park District reserves the right to dismiss a participant whose behavior endangers his or her own safety or the safety of others.

Procedures

If the patron exhibits inappropriate actions, the following guidelines shall be followed but are not limited to:

- A verbal warning.
- Issue a requirement to leave the facility. If patron refuses to leave, staff shall immediately call 911. (If the patron is a minor, the patron's parent(s) shall be called to escort their child from the premises.)
- A suspension from the District facility for a designated time period. Repeat offenses shall be reviewed by the Park District's Safety Committee and/or Executive Director who will determine the timeframes of suspension, consider the severity of the actions; any past behavior issues and willingness to improve the inappropriate behavior by the offender.

When to Contact the Police

- If a patron becomes overly aggressive and violent, **immediately** call 911.
- If a patron makes a direct threat of hurting himself or others, **immediately** call 911.

2.20 Policy on the Political Activities of Officers and Employees, Prohibiting the Solicitation and Acceptance of Certain Gifts, and the Adoption of the State Officials and Employees Ethics Act

The Illinois General Assembly has enacted the State Officials and Employees Ethics Act, 5 ILCS 430/1-1, *et seq.*, ("Act ") which is a comprehensive revision of the State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and

Pursuant to Section 70-5 of the Act (5 ILCS 430/70-5), all units of local government and school districts are required to adopt an ordinance or resolution regulating the political activities of, and the solicitation and acceptance of gifts by, their respective officers and employees, "in a manner no less restrictive" than the provisions of the Act, on or before May 19, 2004; and

The Oak Brook Park District has adopted Ordinance 04-0519 to be in compliance with the provisions of the Act as follows:

Section 1. Adoption of the State Officials and Employees Ethics Act. The regulations of Sections 5-15 (5 ILCS 430/5-15) and Article 10 (5 ILCS 430/10-10 through 10-40) of the State Officials and Employees Ethics Act, 5 ILCS 430/1-1, *et seq.*, (referred to in this Ordinance as the "Act") are hereby adopted by reference and made applicable to the officers and employees of the District to the extent required by 5 ILCS 430/70-5.

Section 2. Prohibited Acts. The following acts are prohibited under the Act for all officers and employees of the District:

- (A) The solicitation or acceptance of gifts prohibited to be solicited or accepted by any officer or employee of the District under the Act;
- (B) The offering or making of gifts prohibited to be offered or made to any officer or employee of the District under the Act.
- (C) The participation in political activities prohibited for any officer or employee of the District under the Act.
- (D) For purposes of this section, the terms "officer" and "employee" shall be defined as set forth in 5 ILCS 430/70-5(c).

Section 3. Penalty for Violations. The penalties for violations of Section 2 of this Ordinance shall be the same as those penalties set forth in 5 ILCS 430/50-5 for similar violations of the Act.

Section 4. The Act Shall Control. This Ordinance does not repeal or otherwise amend or modify any existing ordinances or policies which regulate the conduct of District officers and employees; provided that to the extent that any such existing ordinances or policies are less restrictive than the Act, the provisions of the Act shall prevail in accordance with the provisions of 5 ILCS 430/70-5(a).

Section 5. Future Amendments to the Act. Any amendment to the Act that becomes effective after the effective date of this Ordinance shall be incorporated into this Ordinance by reference, without formal action by the President and Board of Park Commissioners of the District, and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities; provided, however, that any amendment that makes its provisions optional for adoption by units of local government shall not be incorporated into this Ordinance by reference without formal action by the District's President and Board.

Section 6. Future Declaration of Unconstitutionality of the Act. If the Illinois Supreme Court declares the Act unconstitutional in its entirety, then this Ordinance shall be deemed repealed, without further action by the President and Board of Park Commissioners of the District, as of the date that the Illinois Supreme Court's decision becomes final and not subject to any further appeals or rehearings. If the Illinois Supreme Court declares part of the Act unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the Act, then the remainder of the Act as adopted by this Ordinance shall remain in full force and effect, and only that part of this Ordinance relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the District's President and Board.

Section 7. Repeal of Ordinance No. 0615990. Ordinance No. 061599, entitled "An Ordinance Prohibiting the Solicitation and Acceptance of Gifts and Adopting the Governmental Ethics -- State Gift Ban Act", which was passed and approved by the President and Board of Park Commissioners of the Oak Brook Park District on June 14, 1999, is hereby repealed.

Section 8. Effective Date of Ordinance. Ordinance 04-0519 shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

Approved by Board of Commissioners May 10, 2004

2.21 OAK BROOK PARK DISTRICT PRIVACY POLICY

The Oak Brook Park District takes your privacy very seriously. We have prepared this privacy policy statement so you know what our policies are and how they affect you.

INFORMATION COLLECTION AND USE

GENERAL

The Oak Brook Park District (OBPD) collects personal information when you register with us for park district programs, activities, passes, etc. If you request access to the OBPD online registration system, we retain the e-mail address you supply as a means to send communications regarding transactions you process on our website.

OBPD automatically receives and records information on our server logs from your browser, including your IP address, cookie information relating only to our site, and the pages you request.

At any time you may request that your online registration account be deactivated, and we will comply with your request. Historical transactions may be retained by the park district for audit and archival purposes.

The OBPD will not share your e-mail address or other personal information with any third party for marketing purposes.

CHILDREN

The Oak Brook Park District requires the parent or guardian to enter registrations on behalf of minors. Since the OBPD website requires an "electronic signature" on the waiver of liability agreement, only a parent or guardian may enroll a minor in an activity.

We only collect such information as is necessary to conduct programs and activities.

INFORMATION SHARING AND DISCLOSURE

The Oak Brook Park District does not rent, sell, or share personal information about you with other people or nonaffiliated companies except to provide products or services you've requested.

We may provide the information to trusted partners who work on behalf of or with OBPD. These companies or individuals may use your information in the normal course of offering classes or activities. However, these companies do not have any independent right to share this information.

We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims; or if we believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Oak Brook Park District policies, or as otherwise required by law.

COOKIES

OBPD websites may set and access cookies on your computer. We do not access cookies set by other websites, nor do we offer access to our cookies by other websites.

CONFIDENTIALITY & SECURITY

OBPARKS.ORG uses industry-standard encryption technologies to ensure that your personal and financial information remains safe. Our database does not store cardholder data beyond the standards of PCI-DSS standards, and payment information is encrypted during transmission.

We limit access to personal information about you to employees who we believe reasonably need to come into contact with that information to provide services to you or in order to do their jobs.

We have physical, electronic, and procedural safeguards that comply with government regulations to protect personal information about you.

CHANGES TO THIS POLICY

The OBPD may update this policy. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account or by placing a prominent notice on our website.

QUESTIONS & SUGGESTIONS

If you have questions or suggestions, contact us at:

Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523
630-645-9590
rpechous@obparks.org

Approved by Board of Commissioners: September 21, 2015

2.22 Procedure for Use of Volunteers

The Park District recognizes the need for volunteers in order to successfully implement programs and services. Individuals who volunteer their time and expertise to the Oak Brook Park District provide an important service and help further our mission to provide the very best in park and recreational opportunities, facilities, and open lands for our community. Whenever possible, volunteers are utilized to maximize community involvement and to enhance the overall quality of parks, programs, and facilities.

These procedures are intended to help promote a productive, safe and mutually beneficial environment for park district volunteers by setting appropriate expectations.

Applicability:

The procedures apply to individuals who:

- volunteer their services directly to the park district, whether an ad-hoc basis or through a formal volunteer program.
- provide services under the supervision of the park district's staff; and
- receive no compensation for such services.

Volunteer Requirements and Procedures:

- Volunteers are required to read, complete and sign the "Oak Brook Park District Volunteer Waiver and Release Form". A parent's or guardian's signature is required for volunteers who are under the age of 18. Participation will be denied if the signature of the volunteer, and if required, the parental or guardian signature and date are not completed on the waiver form.
- For the safety of participants and facility visitors, any volunteer who will directly supervise vulnerable individuals (youth, elderly, disabled, etc.) without the presence of a Park District staff member or those working in a regular, reoccurring volunteer position, must submit to, and satisfactorily clear a criminal background check according to the type of services and/or the location of services to be provided.
- Volunteers will receive training on the required duties, safe operations, and the use of any necessary Personal Protective Equipment (PPE) to conduct the volunteer work for the District.
- All volunteers must report to a full-time staff employee at the Park District. Volunteers may receive supervision from part-time staff or occasionally other volunteers in certain situations. The full-time employee is responsible for volunteer management, including any recognition, mentoring, discipline and evaluation that may need to occur.

- All supervisors must make an effort to visit and observe volunteers on an on-going basis to ensure that the volunteer is performing to expectations.
- Supervisors will provide feedback in the form of verbal and written evaluations to volunteers with on-going responsibilities. In the case of short term volunteers, evaluations will not be given because these are usually one time volunteers.
- Volunteers must comply with all Park District's policies and the procedures assigned for their volunteer work.
- Volunteers may receive a free meal and Oak Brook Park District apparel when they participate in select events. All volunteers are welcome to join us for appreciation events such as the Annual Director's Picnic in July.
- The Park District encourages staff to increase volunteer retention through recognition, training, professional development and treating volunteers as a valuable part of the organization. Staff shall provide a welcoming environment for all volunteers and shall keep in touch with volunteers throughout the year. Staff shall also enlist volunteers in recruiting other volunteers to further increase volunteer retention.

Approved June, 2015
Updated June 2016
Updated May 17, 2018

Oak Brook Park District
VOLUNTEER APPLICATION

Thank you for your interest in being a volunteer. Please complete this form and submit it to the Recreation and Facilities Department or the event supervisor. Completion of this application does not guarantee you a volunteer position. A staff member will contact you upon submission of this form, and if this agency selects you to be a volunteer, it will require you to complete a Waiver & Release form, as well as additional volunteer paperwork and / or training.

Date: _____ **Special Event:** _____

Name: _____

Address: _____

City _____ **State** _____ **Zip** _____

Best contact phone number: _____ **Email address:** _____

Are you 18 or over? _____ Yes _____ No If under 18, please state your age: _____

Have you volunteered with this agency before? _____ Yes _____ No

Have you been convicted of a felony within the last 7 years? _____ Yes _____ No

If yes, please explain:

Please complete and sign the following question as required by Illinois State Statute (70 ILCS 1205/8-23a):

Have you ever been convicted as, or found to be, a child sex offender? _____ Yes _____ No

(Signature of Applicant Volunteer or Parent of Volunteer)

Date

Please list the name and phone number of your emergency contact:

Name: _____ **Phone:** _____

Relationship: _____

By submitting this application, I affirm the facts set forth in the application are true and complete. I understand if I am accepted as a volunteer, any false statements, omissions or other misrepresentations made by me on this application may lead to the immediate end of my ability to volunteer with the agency.

Signature: _____ **Date:** _____

It is the policy of the Oak Brook Park District to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, disability or any other legally protected basis. Please advise the ADA coordinator if you need any accommodation to participate in the application process.

Oak Brook Park District
VOLUNTEER WAIVER & RELEASE

IMPORTANT INFORMATION

The Oak Brook Park District is committed to conducting its recreation programs and activities in a safe manner and holds the safety of volunteers in high regard. The Oak Brook Park District continually strives to reduce such risks and asks that all volunteers follow safety rules and instructions that are designed to protect the volunteer's safety. However, volunteers must recognize that there is an inherent risk of injury when choosing to volunteer for any activity or program.

Please recognize that the Oak Brook Park District carries only limited medical accident coverage for volunteers; therefore, it is strongly urged that all volunteers review their own health insurance policy for coverage. Additionally, each volunteer is solely responsible for determining if he/she is physically fit and/or properly skilled for any volunteer activity. It is always advisable, especially if the volunteer is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

WARNING OF RISK

Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury when providing volunteer services. Understandably, not all hazards and dangers can be foreseen. Volunteers must understand that depending upon the volunteer services, certain risks, dangers and injuries due to acts of God, inclement weather, slip and falls, inadequate or defective equipment, failure in supervision or instruction, premises defects, horseplay, carelessness, lack of skill or technique, and all other circumstances inherent to the particular volunteer services exist. In this regard, it must be recognized that it is impossible for the Oak Brook Park District to guarantee absolute safety.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in consideration for providing volunteer services, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you may sustain as a result of participating in any and all activities connected with and associated with your volunteer services (including transportation services/vehicle operations, when provided).

As a volunteer, I recognize and acknowledge that there are certain risks of physical injury to volunteers in this program/activity, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of my volunteer services. I further agree to waive and relinquish all claims I may have (or accrue to me) as a result of my volunteer services against the Oak Brook Park District including its officers, officials, agents, volunteers and employees (hereinafter collectively referred as "Parties").

I do hereby fully release and forever discharge the Parties from any and all claims for injuries, damages, or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with my volunteer services.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering on-line or via fax, my on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature. PARTICIPATION WILL BE DENIED if the signature of the volunteer and date are not on this waiver

PLEASE PRINT Volunteer's Name _____

Volunteer's Signature _____ Date: _____

Parent's or Guardian's Signature is required for volunteers who are under the age of 18:

Parent/Guardian Signature _____ Date: _____

2.23 Public Information Policy

I. Introduction

The Oak Brook Park District (the “Park District”) recognizes its responsibility to maintain continuing communication with our residents, constituents, media, stakeholders, and the public in general. The Park District understands that this responsibility includes ensuring that information regarding programs, events, facilities, services, administration, and operations is disseminated in a timely, accurate and responsive manner.

It is the goal of the Park District to maintain the Park District’s commitment to deliver its services to the public in a transparent, efficient, and service-oriented manner in compliance with all laws governing the release of public information, including the Freedom of Information Act (FOIA). The Park District intends to effectuate this policy through the adoption of the procedures set forth herein.

II. Public Relations

The Park District’s Marketing and Communications Manager is responsible for managing the public relations and public information dissemination to residents, stakeholders, constituents, and the general public as well as local and regional television, radio, and newspaper agencies. The Marketing and Communications Manager also manages all marketing plans and strategies for the District which includes electronic newsletters, brochures, advertising, social media, banners, and flyers.

Deleted: Promotions

The Park District will regularly communicate to the public about the Park District’s on-going programs, services, and activities in accordance with the following policies and procedures:

A. The Park District shall provide timely, specific and focused information about events and occurrences that impact the Park District’s delivery of services, its constituents, and the public in general.

B. The Marketing and Communications Manager shall establish a Strategic Marketing Plan that will outline the Park District’s communications strategy and include the following elements:

Deleted: Promotions

1. Determine communication initiatives.
2. Identify and profile target audience.
3. Develop messages considering the following:
 - a. Clarity;
 - b. Consistency;

- c. Main points;
- d. Tone and appeal;
- e. Credibility; and
- f. Public need.

- 4. Select communication channels such as through the Park District website, email, radio, television, program guide, events, etc.
- 5. Establish partnerships with other government agencies, community organizations, associations, or other organizations to use as communication channels.
- 6. Plan implementation of how the communications will be distributed, the steps to be taken to execute, the budget estimation, staffing needs and timeline.
- 7. Evaluate the results and revise the Strategic Marketing Plan and communications strategy as necessary.

C. The Park District will regularly and periodically update the means of communication and the public information provided in order to ensure effective and timely delivery of pertinent information and to grow public trust and confidence in the Park District and its mission.

III. FOIA

The Park District's FOIA Officer will ensure that responses to FOIA requests are compliant with all applicable laws, as well as Park District policies and procedures.

IV. Crisis Communication

In the event of a crisis, including but not limited to, natural disasters such as flood, tornado, wind storm, hail storm, excessive snowfall, pestilence, and draught, and man-made disasters such as strikes, riots, war, insurrection, government shutdown, shortage, and economic failure or any other event or circumstance that requires the Park District to modify, suspend, terminate, add or re-assess any or all of its programs or services, or necessitates the Park District to take extraordinary measures for the health, safety or welfare of its patrons and the general public, the Park District may activate the Emergency Communications protocol as set forth in the District Emergency Operation Plan.

596663

Approved by Board of Commissioners: August 15, 2016

Revised – Approved by Board of Commissioners ,2021

2.24 Soliciting Employee Feedback Procedure

The Oak Brook Park District recognizes the important role communication plays in becoming the very best it can be as an employer and provider of services to the community. Therefore, the District has developed the following procedure to formally pursue feedback from employees on topics that contribute to continuous improvement.

The Marketing Department is responsible for developing, distributing, and tabulating the results of the employee surveys.

1. A Survey will be conducted once a year in the fall.
2. The survey will be available to all employees for three (3) weeks via the District's intranet as well as in paper form.
3. Results will be reviewed by the Executive Director and Department Heads to determine areas of improvement and actions to be taken.

Section 2.26 Travel Expense & Reimbursement Procedure For Officers And Employees

Travel expenses for work-related training and education events requiring advance or on-site registration are to be recorded on the *Travel, Meal and Lodging Expense & Reimbursement Form* (i.e., IPRA, NRPA, SPRA, Leadership Academy, Risk Management Institute). **All other mileage and meal expenses** should continue to be documented and processed through the petty cash process or Accounts Payable process. **NOTE:** Travel, meal and lodging expenses exceeding the limits listed in Exhibit A must be justified in writing and reimbursement subject to a roll call vote by the Board of Commissioners.

Use the *Travel, Meal and Lodging Expense & Reimbursement Request Form* to:

- Request approval to attend an event and to record the total estimated cost
 - Record actual expenses
 - Request payment and reimbursement of expenses
1. Prior approval and a total cost estimate are required to attend an event.
 - a. Complete the top portion of the Form before attending the event:
 - i. Name
 - ii. Department
 - iii. Title
 - iv. Purpose of the Trip
 - v. Event Date(s)
 - vi. Total Estimated Cost
 - vii. Airfare (if applicable)
 - viii. Mileage (if applicable)
 - ix. Toll Charges (if applicable)
 - x. Registration Fee(s) (if applicable)
 - b. Submit the Form to your supervising Department Director for approval 30 days prior to the date of the event.
 2. Record actual expenses for each date of the event in the appropriate columns.
 - a. Record actual expenses charged to a District issued credit card in the P-Card Payment column.
 - b. Record actual expenses paid with your personal funds in the Reimburse Amount column.
 - c. Attach a receipt for every expense recorded on the Form.
 - d. Submit the Form and receipts to your supervising Department Director for approval and Executive Director.
 - e. Copy the receipts and scan them along with the *Travel, Meal and Lodging Expense & Reimbursement Request Form* through the copy machine to **travel@obparks.org**.

3. To initiate payment of District P-Card charges and reimbursement of expenses paid for with your personal funds, complete Accounts Payable Vouchers for the expenses, attach the receipts to the vouchers, and submit them to your supervising Department Director for approval within 7 days of the close of the event.
4. Forward the signed original *Travel, Meal and Lodging Expense & Reimbursement Request Form* to the Finance Department for filing.

Approved:

EXHIBIT A – PERMISSIBLE TRAVEL EXPENSES

The maximum reimbursable rates for travel-related expenses are as follows:

Maximum Reimbursable Rates for Transportation	
Air Travel	Lowest reasonable rate (coach)
Auto	IRS standard mileage rate when expense was incurred and applicable tolls
Rental Car	Lowest reasonable rate (midsize)
Rail or Bus	Lowest reasonable rate and cost shall not exceed airfare
Taxi, Shuttle, Rideshare, or Public Transportation	Actual reasonable rate

Maximum Reimbursable Rates for Meals	
Breakfast	\$15.00
Lunch	\$25.00
Dinner	\$35.00

Maximum Reimbursable Rates for Lodging	
All locations	\$225.00 / night <u>or</u> Lowest available conference housing rate

OAK BROOK PARK DISTRICT

Travel, Meal, and Lodging Expense & Reimbursement Form

Name:	Department:	Date:	Purpose for Travel:
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ESTIMATED EXPENSES											
Travel/ Event Date (xx/xx/xx)	Registration	Airfare	Taxi/Bus/ Train/ Mileage (\$)	Lodging	Meals			Parking	Misc. (Tolls)	Total Estimated Costs	Notes
					Breakfast	Lunch	Dinner				
										\$ -	
										-	
										-	
										-	
										-	
										-	
										-	
Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Department Director Approval:	Date:
--------------------------------------	--------------

ACTUAL EXPENSES													
Travel/ Event Date (xx/xx/xx)	Registration	Airfare	Taxi/Bus/ Train/ Mileage (\$)	Lodging	Meals			Parking	Misc. (Tolls)	Total Actual Costs	Paid With P-Card	Reimb. Amount	Notes
					Breakfast	Lunch	Dinner						
										\$ -		\$ -	
										-		-	
										-		-	
										-		-	
										-		-	
										-		-	
										-		-	
Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Requestor Signature:	Date:	
By signing this form, I hereby certify that the expenses listed above were incurred for official business or for any training, professional development or education, beneficial to the Park District and are allowed pursuant to Park District policy.		

2021 Mileage Reimbursement Rate: \$.56 per mile
Scan final approved form and supporting documentation to travel@obparks.org

Department Director Approval:	Date:	Executive Director Approval:	Date:
--------------------------------------	--------------	-------------------------------------	--------------

Attach Accounts Payable Voucher(s), original receipts for all expenses, supporting documentation describing the nature of the official business, event or program, and any other documentation that would assist the Board in considering your request for reimbursement, to this form. At the discretion of the Board, additional documentation relevant to the request for reimbursement may be required prior to action by the Board.

Section 2.27 Oak Brook Park District Care and Shelter Procedure

In the event that community-wide emergency occurs and assistance is need, the Village of Oak Brook takes the lead in coordinating the response effort and in notifying the Executive Director of the Park District of the situation. The Executive Director would then coordinate with the village to provide staff, facilities, equipment or any other needs the village might need depending on the situation. If the Executive Director is not able to be reached, then one of the following staff will represent the Park District in the following order:

- Director of Parks and Planning

Deputy Director,

In the case where a cooling or warming shelter is needed, staff can direct those needing assistance to the following locations:

Village of Oak Brook Police Station

1200 Oak Brook Road

Oak Brook, IL 60523

630-368-8701

Village of Oak Brook Public Library

600 Oak Brook Road

Oak Brook, IL 60523

630-368-7700

In the event of a more serious crisis within the Village that requires evacuation or lock-down of any Park District Facilities staff shall follow the guidelines as set in in the Emergency Operations Manual.

Section 2.28 Record Retention Procedure

Every type of record received or generated in the course of business, whether paper or electronic, are considered records of the District. Public Records are determined by the information it contains, and not by the media (paper or electronic) the information is derived. Except for a few exclusions relating to employment, health, and legal records, the District's records are public record and subject to the Freedom of Information Act requirements.

The Local Records Unit of the Illinois State Archives of the Secretary of State office has reviewed the District's records and assigned record inventory numbers in accordance to the record's subject category and corresponding retention periods as identified in the District's "Application for Authority to Dispose of Local Records – Application No. 15:098."

Record Management and Storage Classifications

- **Active Records** are in active use by the District and are referenced on a daily or monthly basis. These records are retained in the office and/or computer files of the District.
- **Inactive Records** are records that are no longer referenced on a regular basis, but need to be kept for their full retention period. Inactive paper records tend to be stored in boxes in a designated storage location that is less accessible and protects the data in the record. The boxed records will be stored until the end of the Retention Period. A Record Inventory Label shall be placed on all boxed records to provide information on the type of records in the box, the date of creation, department responsible for the records, and the retention period.
- **Permanent Records** are records requiring permanent retention and must be securely stored.

Records Disposal Procedure

The Local Records Unit of the Illinois State Archives has assigned the record retention requirements which is provided in the District's "Application for Authority to Dispose of Local Records – Application No. 15:098."

Annually the District will complete the "Records Disposal Certificate" listing the records that have reached the end of the required retention period. The "Records Disposal Certificate" shall be presented to the Board of Commissioners at the November and December Regular Board Meetings for possible approval at the December meeting. Upon the Board's approval, the "Records Disposal Certificate" is submitted to the Local Records Commission for approval.

The Local Records Commission reviews the certificate for adherence to the identified retention periods, approves the certificate, and returns the approved certificate to the District to authorize the destruction. Upon receipt of the approved certificate, the Executive Director will determine a date for the District to conduct the annual records management which includes the boxing of inactive paper records and the pulling of the paper records approved for destruction.

- Inactive paper records that have not reached their required retention periods shall be filed in boxes in accordance of its Record Category. A *Record Retention Label* shall be placed on the outside of the box. The boxed inactive records shall be placed in the designated storage area until the end of the retention period.

- Paper records that have reached the end of their retention period and are identified on the approved Records Disposal Certificate are to be pulled from storage and placed in the designated box stacking location for destruction by the District's authorized paper shredding vendor.

Electronic computer records have the same retention period as paper records.

Section 2.29 Disaster Mitigation and Record Recovery Procedure

Physical records are stored in dedicated areas in the lower level of the Family Recreation Center and Tennis Center. Every effort shall be made to store physical records off the ground or within water proof containers in the case of flooding or disasters. Critical records, such as blueprints, are scanned and stored electronically and protected through the System Backup Policy.

The Oak Brook Park District's comprehensive ~~Electronic System Backup procedure~~IT Disaster Recovery Process ensures that the District's critical data is not compromised in the case of a disaster.

Additional physical records, such as historical board records, are stored in a fire safe in a secured room on the main level of the Family Recreation Center.

As new physical records are created, every effort will be made to store copies electronically and in a timely manner.

In the event of a fire, flood, or any other disaster, every effort will be made to document any damage of physical records. Server images will be restored from backup systems along with file structures. Physical records will be replaced, as needed, from the restored backup information.

Section 2.30 Social Equity Policy

Introduction

The Oak Brook Park District is committed to creating and promoting inclusion across all public spaces, places, facilities and programs that the Agency manages. Through the Social Equity Policy and supporting practices, we aim to ensure that everyone has access to the benefits of quality parks and recreation, including historically marginalized communities such as those with a physical or cognitive disability, the LGBTQ+ community, racial and ethnic minorities, women, new Americans, refugees and immigrants.

The Oak Brook Park District defines inclusion as the process that all persons feel and that they have access to quality parks, programs and services regardless of their ability, race or ethnic origin, age, socioeconomic level, sexual orientation, gender identity or gender, religion, citizenship, or language.

Policy Goals

Social Equity Policy outlines the Oak Brook Park District's approach to ensuring inclusive environments and equitable opportunities for all community members in local parks and recreation.

This policy ensures that:

- Community members utilizing our facilities, programs and services have equitable and appropriate access to spaces, programs and services, regardless of ability, race or ethnic origin, age, sexual orientation, gender identity or gender, socioeconomic level, religion or country of origin.
- Park District staff, community partners and stakeholders engage in the support of all community members and promote inclusive behaviors in park and recreation facilities and in public spaces throughout the community.
- The Oak Brook Park District establishes and maintains an organizational infrastructure for management, oversight, implementation, communication about and monitoring of the policy and its established goals and objectives.
- The Oak Brook Park District will continuously measure and improve inclusive practices.

This policy applies to all community members, staff, parks and facilities in the Oak Brook Park District.

Staff Training

Oak Brook Park District staff will regularly participate in trainings grounded in effective training models using evidence-based content. Training will be comprehensive (covers multiple topics), based on credible research and delivered by qualified personnel. All new staff members will be quickly oriented to inclusive policies and practices.

Trainings to be provided by Gateway SRA, EAP, York Township and others as identified.

Organizational Support

The Oak Brook Park District and staff will put in place organizational supports that create a social environment (including positive relationships among staff, youth, families and community) that encourages all to be inclusive. This includes:

- **Staff**

Demonstrating an attitude of inclusion, including nondiscriminatory language and actions and pay equity;

Determining and addressing any potential unintended outcomes of activities, programs or parks to ensure that they do not limit participation or cause worse outcomes based on ability, race or ethnic origin, age, sexual orientation, gender identity or gender, socioeconomic level, religion or country of origin;

Providing educational materials about inclusion to all constituents at community events; and

Sharing and discussing practices during community meetings

- **Agency**

Developing an advisory group and/or community network of groups that support inclusive behaviors in the community; and

Assessing agency hiring practices to ensure staff is representative of the diverse community and is an equal-opportunity employer.

- **Communications**

Providing positive messages about diversity and inclusion through written and verbal messaging, posters, pictures and books.

Environmental Support

The Oak Brook Park District will establish environmental supports and practices that promote inclusion for all community members. Examples of environmental supports include:

- Program adaptation for inclusion, depending on the individual needs and abilities of participants
- One-on-one trained staff support throughout the program
- Language interpretation, including but not limited to:
 - Sign language interpreters
 - Braille
 - Language translation services
 - Audio/visual support
 - Large-print signage
- Accessible transportation
- Built environment enhancements, including modified equipment and ramps
- Gender-neutral restrooms and changing rooms
- Culturally sensitive program hours (i.e., women-only pool hours);
- Signage and additional facility enhancements (artwork, murals, etc.) that promote diversity and inclusion

Continuous Measurement and Improvement

The Oak Brook Park District will work to continuously improve our equity and inclusion efforts, measuring the effectiveness of this policy through staff and community qualitative and quantitative feedback through meetings, community engagement events, public forums, surveys; and monitoring economic and health indicators. Oak Brook Park District will establish a communications plan for reporting on progress on an annual basis to the Park Board.

The Oak Brook Park District will monitor the following indicators to track progress of inclusive efforts:

- Does our agency communicate a vision that values the participation of all people as members of the community?
- Does our agency's improvement plan include inclusive practices with action steps to support implementation?
- Is there adequate, regularly scheduled, ongoing planning time for agency staff to collaborate on inclusive programs and events?
- Does our agency engage the whole community by providing multiple opportunities and modes for participating?
- Are there professional development opportunities for staff regarding inclusive strategies and supports?
- Are community members from targeted populations engaged in programing, utilizing facilities and taking part in future planning conversations?

Long-term indicators:

- Are there improvements in health and wellness (physical, social, mental) outcomes across targeted populations?
- Is there an increase of diversity in our staff and programs?
- Are there more diverse users in our parks?

Resources

The Oak Brook Park District recognizes that this document is an ever-growing resource and aims to keep it updated on an annual basis. For more on inclusion and equity, we encourage staff and community members to visit pdop.org or the National Recreation and Park Association's Parks for Inclusion website, www.nrpa.org/ParksForInclusion.

Glossary

The Oak Brook Park District provides these definitions for historically marginalized audiences, including those with physical or cognitive disabilities, the LGBTQ+ community, racial and ethnic minorities, and new Americans, refugees and immigrants.

Individuals with a disability include those with:

- Hearing difficulty (e.g., deaf or having serious difficulty hearing [DEAR])
- Vision difficulty (e.g., blind or having serious difficulty seeing, even when wearing glasses [DEYE])
- Cognitive difficulty (e.g., because of a physical, mental or emotional problem, having difficulty remembering, concentrating, or making decisions [DREM])
- Ambulatory difficulty (e.g., having serious difficulty walking or climbing stairs [DPHY])
- Self-care difficulty (e.g., having difficulty bathing or dressing [DDRS])
- Independent living difficulty (e.g., because of a physical, mental or emotional problem, having difficulty doing errands alone, such as visiting a doctor's office or shopping [DOUT])
- New Americans include immigrants, refugees and/or noncitizens living in America

LGBTQ+ community (Lesbian, Gay, Bisexual, Transgender, Queer and others), defined as:

- Lesbian: A woman who is attracted to other women.
- Gay: A man who is attracted to other men.
- Bisexual: An individual who is attracted to both genders.
- Trans: An umbrella term that seeks to incorporate individuals whose gender identities do not match their sex assigned at birth, for example, someone who is sex assigned male at birth and identifies as a woman.
- Queer or Questioning: Individuals who experience fluidity in their experience of sexuality or gender and, therefore, do not identify strictly as LGB or T. The term 'Queer' can also include those who do not identify as either gender.

Racial/Ethnic communities, as defined by the U.S. Census Bureau, are composed of several different race categories — Black or African American, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander, other, and two or more races. Latino(a) and Hispanics are also considered a minority, although Hispanic or Latino(a), is defined by the U.S. Census Bureau as an ethnicity rather than as a race. Other considerations include religious communities, such as Muslim, that practice cultural traditions based around gender.

Section 2.31 Procedures for Employee Recruitment

Attracting and selecting qualified employees is vital to the success of the District. All open positions will be posted in a place accessible by all employees; however, it is the policy of the District to use a variety of recruitment resources to attract and select the best available qualified applicants for employment.

When position openings occur, it is the policy of the District to encourage promotion and transfer from within whenever this is consistent with the best interests of the District. In all cases, employment will be based upon selection by appointed or supervisory employees, with ratification by the succeeding level of authority. It shall be the express practice of the District to employ the best available qualified applicant for any position, and employment and advancement shall be based strictly on merit.

Recruitment Objectives

- Attract and identify highly qualified applicants.
- Attract and identify applicants who possess the desired education, certifications, talent and passion for the position.
- Utilize a variety of recruitment resources to attract and select the best available qualified applicants for employment.
- Encourage diversity in the workplace by following all applicable laws related to equal opportunity employment.
- Select applicants who meet all requirements of employment as detailed in the Personnel Policy Manual.

Employee Recruitment Process

1. Approval of vacant positions.

Before recruitment can begin, staff must receive the appropriate approval for filling any new or existing positions.

- a. **Seasonal, Part-Time, Temporary positions:** Staff must receive approval from their direct supervisor before beginning the recruitment process to ensure that the number and type of positions being advertised is consistent with department needs and budget.
- b. **Full-Time Positions:** Staff must receive approval from their direct supervisor and the Executive Director before beginning the recruitment process of a full-time employee.

2. Job Description Review

- a. **Existing Position:** Staff shall review job descriptions at the time of position turnover to determine if any essential functions or requirements have changed. If changes to the job description are necessary, the hiring staff must submit the changes to their direct supervisor and the Human Resources (HR) department. Once HR approves the changes, they will make the changes to official copy of the job description.
- b. All existing job descriptions are available on the District's Intranet (<http://teamobpd/dnn/default.aspx>) ~~Shared-drive~~ in PDF format. The HR department shall maintain job descriptions in Word format as well. Any changes to the Word or PDF version will be completed by an employee of the HR Department.
- c. When reviewing and posting a job, staff shall use the version available on the ~~Shared-drive~~ Intranet.
- d. **New Position:** A job description must be created for any authorized new positions. New job descriptions will be created within the hiring department. Once the hiring department's ~~director~~ superintendent approves the job description, it must receive final approval from the HR department.

3. Advertise Position

Once the position has been approved and reviewed, staff shall use a variety of resources to post the job. At minimum, all open positions will be posted:

- a. On the District's website (www.obparks.org) under "Employment Opportunities." Staff should contact the IT Manager or the Marketing Department for assistance with getting the position posted on the website.
- b. At all District owned facilities in a prominent location that is accessible to all employees, such as at the time-clock or in the employee break room.

The hiring supervisor and his/her supervisor will determine if any additional recruitment methods are needed and will identify sources which would yield the most qualified candidates. The hiring supervisor and his/her supervisor are responsible for ensuring that funds exist in the budget prior to utilizing any recruitment resources that charge a fee.

Section 2.32 Procedures for Applicant Selection and Hiring

The purpose of the selection and hiring process is to ensure that the most qualified applicants who meet the recruitment objectives as outlined in *Procedures for Employee Recruitment* are selected for the position. The selection and hiring process also identifies those candidates who are most likely to be successful and positively contribute to the Oak Brook Park District.

To ensure these purposes are met, the following procedures should be followed when hiring or re-hiring any employee.

New Employees

1. Review applications and resumes received for the position, taking into careful consideration the skills, experience, and education requirements listed in the job description for the position.
2. Select several people to interview for the opening.
3. The hiring supervisor can choose to conduct a phone interview to gauge whether or not an in-person interview should take place.
4. Once an interview is desired, the hiring supervisor shall set-up a date and time for an in-person interview.
5. Conduct the interview. Depending on the position, the hiring manager can choose to conduct a one-on-one interview or to use a committee.
6. During the interview, record any questions asked and responses received.
7. Depending on the position, the hiring supervisor may choose to set-up a second round interview with the candidate.
8. Any interviews for full-time positions must include the hiring supervisor's direct supervisor in at least one of the interviews. It is recommended that all full-time positions have at least two rounds of interviews.
9. The Executive Director shall be involved in at least one interview for all full-time positions and certain seasonal and part-time positions.
10. Once a selection has been made, contact at least three references provided by the applicant. It is highly recommended, especially for full-time, seasonal and key part-time positions, that hiring supervisors call professional references such as former employers and not personal references such as friends or parents. When conducting a reference check, the hiring supervisor should utilize the Pre-Employment Telephone Reference Check form found in the hiring packet.

Re-Hires or Current Employees Applying for New Positions

When position openings occur, it is the policy of the District to encourage promotion and transfer from within whenever this is consistent with the best interests of the District.

1. If the employee has not been employed in the vacant position in the past, the employee should complete an application or submit their resume for the new position for which they are applying. The hiring supervisor should then follow the steps outlined for new employees.
2. If the candidate has been separated from the Park District for more than one year, the hiring supervisor should complete a New Hire Packet and may choose to follow the guidelines for new employees.
3. If the candidate has been separated from the District for less than one year and left on good terms, the hiring supervisor can request to reinstate the candidate without full paperwork. This request must be made to the ~~Payroll, Human Resources and Safety Administrator~~ Human Resources Manager.
4. Review any past performance evaluations and confirm that applicant's Personnel Change Form indicates that they are eligible for re-hire.
5. For former employees, if the hiring supervisor was not the applicant's previous supervisor, complete a reference check with the applicant's previous supervisor. If the employee is currently working for the District, the hiring supervisor should speak with the employee's current supervisor to ensure that the current supervisor is aware of a possible transfer or additional position for that employee. In cases of an employee adding a position and working in multiple departments, the hiring supervisor shall confirm that any additional hours will not cause that employee to exceed allotted hours for the year.

Offering the Position

Once a candidate has been selected for a vacant position, an offer of employment shall be made. The candidate will be made aware that this offer of employment is contingent upon the satisfactory completion of a background check, drug screen, and medical exam, if applicable. The Human Resource Department will make arrangements for the pre-employment screenings. The offer can be made verbally, however, in cases of full-time employees and other select employees, a written offer will follow a verbal offer. The hiring supervisor shall work with the Human Resources Manager to draft an offer letter. All employees will receive a written notification of pay rate.

Upon acceptance, the hiring supervisor should distribute the new employee paperwork packet, Personnel Policy Manual and any other related new hire paperwork. Staff shall consult with the Human Resources Manager for assistance with new hire paperwork.

The applicant will not be permitted to work at the District until all employment paperwork is completed.

Additional trainings and a new hire orientation will also be required to be completed.

2.33 Entering New Employees in the System Procedures

The following procedure is used to enter new employees in the BS&A and TimePro systems.

Entering An Employee Into the Systems

Employees will not be entered into any park district software until all hiring paperwork and pre-employment screenings are completed and submitted to the Human Resources Department.

1. Entering an employee into the BS&A System:

The Human Resource Manager is responsible for entering each employee's information into the BS&A Payroll and Human Resource System. Each employee will be assigned a 5-digit employee number. Through the "Employee Maintenance" module, demographic information, tax information, insurance information (if applicable), voluntary deductions (if applicable), direct deposit information (if applicable), pay rates and pay codes each employee will be working under will be entered. This information must be entered prior to adding the employee to the TimePro System.

2. Entering an employee in the TimePro System (file transfer or manually updated):

Once an employee has been entered into the BS&A System and assigned an employee number, the Human Resource Manager creates an employee and distribution file for automatic upload into the TimePro System during the overnight hours. Direct entry into the Timepro system is also an option. The "Employee" record in Timepro is populated with the employee identification number, employee's name, hire date, birthdate, full-time/part-time/seasonal status, pay code(s), pay rate(s) and the employee edit group. Supervisors are given access to the Timepro System to review, edit and approve the timesheets for employees under their management. All system edits must be accompanied by a paper timesheet, Time Off Request Form or other written acknowledgement initiated by the employee.

2.34 Procedure for Lost and Found Items

The Oak Brook Park District's Lost and Found Procedure provides for the care, restitution and disposition of unclaimed, lost, or abandoned property. The goal of Lost and Found is to provide opportunity for all lost items to be returned to the owner of the item.

Items with a value under \$50.00

Lost clothing and items with an estimated value under \$50.00 will be placed in the lost and found containers nearest to the location where the item was found. The locations are as follows:

- Aquatic Center Service Desk
- Family Recreation Center Service Desk
- Tennis Center Service Desk
- Lost and Found Bin located in Family Recreation Center Gym

On a monthly basis, unclaimed lost items will be removed from the lost and found bins, bagged, dated, and placed in a secured location. The lost items will remain on site for an additional month and if unclaimed, the items will be donated to charity.

Items with an estimated value above \$50.00, i.e. jewelry, watches, wallets, phones, credit cards, and all cash no matter the value

(The above list is not all inclusive and other items of value shall be held in like manner.)

Items found of value shall be placed in the District's "Lost and Found" safes located as follows:

- Family Recreation Center Service Desk
- Tennis Center Service Desk

Park District Staff shall complete the form printed on the Lost and Found envelope and include information from the person who had found the item. The lost item of value shall be placed in the completed envelope and stored in the Lost and Found safe. An entry will be made into the Lost and Found logbook.

If the owner is known, staff shall contact the owner and schedule a time for the owner to pick up and claim the lost item. The item should remain in the safe until claimed by the owner.

When the lost item of value is claimed, the owner shall provide a description of the item(s) in sufficient detail (appearance, when and where lost, and other identifying characteristics) to convince the park district's staff the claim is bona fide. The owner will need to date and sign the receipt line on the envelope. The completed envelope will then will be placed in the District's files.

The lost items of value will be kept in the lost and found safes for two months. If the lost item of value is unclaimed after the two-month retention, the item will be donated to a charity. A log of the lost items of value, and the disposition of these items, will be kept by the service desk staff.

Department Managers are responsible for training staff on these procedures and informing their staff where the Lost and Found envelopes are located in the department.

Lost items found at Central Park West or in the parks shall be brought to the Family Recreation Center service desk and shall be managed in accordance with this procedure.

3.1 AMERICANS WITH DISABILITIES POLICY

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Oak Brook Park District will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The Oak Brook Park District does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communications: The Oak Brook Park District will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Oak Brook Park District's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The Oak Brook Park District will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in the parks and facilities of the park district, even where pets are generally prohibited.

Anyone who requires auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service or activity of the Oak Brook Park District, should contact Karen Spandikow, ADA Coordinator, at 630-645-9589 as soon as possible but no later than 48 hours before the scheduled event.

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

The Oak Brook Park District will not place a surcharge on a particular individual with a disability or any group of individuals to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Complaints that a program, service, or activity of the Oak Brook Park District is not accessible to persons with disabilities should be directed to Karen Spandikow, ADA Coordinator, Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523; Phone: 630-645-9589; email: kspandikow@obparks.org.

Approved by Board of Commissioners March 17, 2014.

3.2 Grievance Procedure Under The Americans With Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Oak Brook Park District ("District"). The District's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities with request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Karen Spandikow, ADA Coordinator[001][DT2]
~~Recreation Manager~~Assistant Director of Recreation[003][DT4]
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Oak Brook Park District and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Executive Director of the Oak Brook Park District or his/her designee.

Within 15 calendar days after receipt of the appeal, the Executive Director or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Executive Director or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator, appeals to the Executive Director, and responses from these two offices, will be retained by the Oak Brook Park District for at least three years.

3.3 Inclusion Procedure

The Oak Brook Park District is committed to implementing the intent and spirit of the Americans with Disabilities Act. We believe in the inclusion of all persons of differing abilities within programs and events. To facilitate opportunities for people with and without disabilities to engage in leisure pursuits together, the Oak Brook Park District provides inclusion support services. To the Oak Brook Park District inclusion means that individuals with disabilities are welcome to participate in the same recreation programs and activities as their non-disabled peers. Reasonable accommodations are provided to enable an individual's successful participation in a program. These services include, but are not limited to; adapted activity equipment and / or supplies, an enhanced staff/participant ratio (two weeks advance notice), accessible transportation when transportation is part of an activity or program (two weeks advance notice), and health services and medication dispensing that do not require medical training.

To ensure the requested accommodation, patrons should notify the specific facility where the program is provided at least two weeks in advance for accommodations and indicate needs on program registration form.

The same minimum requirements which apply to a person without a disability also apply to a person with a disability. These include:

- Meeting the age and registration requirements of the program.
- Following the rules of conduct (with or without reasonable accommodation).
- Voluntary participation: recreation programs and activities are voluntary in nature. Participation will be encouraged and aided, but not forced.
- Level of participation: with or without reasonable accommodations, the participant will engage in scheduled activities for the majority of the program time.
- Ability to use a consistent form of communication to indicate basic needs and follow simple directions.
- Ability to tolerate and function, with assistance, as a member of a larger social group (12 or more people).

Inclusion services do not include the following:

- Provision of a separate area or alternate activities for a significant portion (more than 25%) of the scheduled program.
- Exception to minimum compliance with the program's rules and regulations, with or without accommodations, established for the safety of all program participants and staff.
- Hiring, selection, or guaranteed assignment of a specific staff member.
- Individualized therapy within a program.
- Provision and/or purchase of personal custom devices.

Where inclusive services are not recommended or minimum requirements are not met non inclusive recreation services are also available. The Park District utilizes Gateway Special Recreation for non inclusive programming for its participants in order to provide recreation for all abilities and needs.

Approved March, 2014

3.4 MOBILITY DEVICE USE POLICY

Purpose:

A. The Oak Brook Park District (the "District") is a public entity which is subject to the terms and conditions of Title 2 of the Americans with Disabilities Act of 1990, as amended (the "Act").

B. The District is required by the Act to establish and/or modify policies and procedures to avoid unreasonable discrimination in the provision of public services and benefits against persons with mobility disabilities.

C. One class of mobility assistance devices is defined as "Other Power-Driven Mobility Devices".

D. In considering this Mobility Device Use Policy, the Board of Park Commissioners has considered the following factors: (a) the type, size, weight, dimensions, and speed of devices authorized by this Policy; (b) the volume of pedestrian traffic in the District's various indoor and outdoor facilities (which may vary at different times of the day, week, month, or year); (c) the design and operational characteristics of the District's various indoor and outdoor facilities (e.g., whether its service, program, or activity is conducted indoors, its square footage, the density and placement of stationary devices, and the availability of storage for the device, if requested by the user); (d) whether legitimate safety requirements can be established to permit the safe operation of "Other Power-Driven Mobility Devices" in the District's facilities; and (e) whether the use of "Other Power-Driven Mobility Devices" creates a substantial risk of serious harm to the District's patrons' health and welfare, the immediate environment or natural or cultural resources, or poses a conflict with Federal land management laws and regulations.

E. The corporate authorities desire for this Policy to be read and applied liberally to encourage the use of District facilities by authorized patrons who have mobility disabilities.

Definitions:

- A. **Direct Threat:** means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services.
- B. **Electronic Personal Assistance Mobility Devices (EPAMDs):** A Segway® PT, or a battery-powered mobility device with substantially similar characteristics and functionality;
- C. **Other Power-Driven Mobility Device:** means any mobility device powered by batteries, fuel, or other engines – whether or not designed primarily for use by individuals with mobility disabilities that is used by individuals with mobility disabilities for the purpose of locomotion, but that is not a wheelchair within the meaning of this Policy.
- D. **Qualified Individual with a Disability:** means an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.
- E. **Wheelchair:** means a manually operated or power-driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor, or of both indoor and outdoor locomotion.

Mobility Assistance Devices:

- A. Use of wheelchairs and manually-powered mobility aids.

The District shall permit individuals with mobility disabilities to use wheelchairs and manually-powered mobility aids, such as walkers, crutches, canes, braces, or other similar devices designed for use by individuals with mobility disabilities in any areas open to pedestrian use.

- B. Use of Other Power-Driven Mobility Devices.

- I. Permitted Users.

Only individuals with mobility disabilities may use Other Power-Driven Mobility Devices in areas designated by the Executive Director within District facilities or on District property.

- a. The District shall not ask an individual using a wheelchair or other Power-Driven Mobility Device questions about the nature and extent of the individual's disability.
- b. The District may ask a person using an Other Power-Driven Mobility Device to provide a credible assurance that the mobility device is required because of the person's disability. Credible assurance shall include: a valid, State-issued, disability parking placard or card, or other state-issued proof of disability; or a verbal representation, not contradicted by observable fact, that the Other Power-Driven Mobility Device is being used for a mobility disability. A "valid" disability placard or card is one that is presented by the individual to whom it was issued and is otherwise in compliance with the requirements of the State of issuance for disability placards or cards.

2. Permitted Other Power-Driven Mobility Device.

Only EPAMDs are permitted to be operated in District facilities or on District property. No combustion engine-powered Other Power-Driven Mobility Devices are allowed to be operated in District facilities or on District property.

3. Variances.

The Executive Director may grant a qualified individual with a disability a variance to allow a combustion engine-powered Other Power-Driven Mobility Device, only at an outdoor facility owned and operated by the District, upon a showing that: (a) application of this restriction would cause an undue hardship on the applicant; and (b) emissions from the combustion engine-powered Other Power-Driven Mobility Device will not have a deleterious impact on the health and safety of other District patrons participating in or observing the relevant activity, service or program. Applications for a variance must be received by the Executive Director at least 48 hours in advance of the relevant program, activity or service to which it shall apply, or the first in a series thereof.

General Safety Regulations:

A. Other Power-Driven Mobility Device:

1. Will be allowed in any area of a facility or park in which the general public is allowed, with the exception of stairways and identified hazardous areas;
2. Must be controlled by the person riding the device;

3. Must be operated in compliance with the following guidelines:
 - a. May not exceed 4 mph in an indoor facility or 6 mph at an outdoor park or facility;
 - b. Shall be driven on the right side of the circulation route;
 - c. The total combined height of the EPAMD and the operator may not exceed the height of the lowest immovable building element or park feature located in the area such device is to be operated;
 - d. May not carry another person on the frame, or any object on the frame that may make the EPAMD less stable;
 - e. May not be driven into wet or ecologically sensitive areas which are posted as prohibited areas by the District; and may not be operated in a dangerous or reckless manner that jeopardizes the safety of the operator, District employees, or District participants.

B. Notwithstanding the general safety regulations described above, the Executive Director shall have authority to direct a qualified individual with a disability on the safe operation of a permitted Other Power-Driven Mobility Device in light of the existing conditions at the facility where such individual seeks to operate the device and actual perceived risks related thereto; provided, however, that such directions shall not be based merely on speculation, stereotypes, or generalizations about individuals with disabilities. In giving direction on the safe operation of a permitted Other Power-Driven Mobility Device, the Executive Director may consider the then existing uses at the facility, the volume of pedestrian traffic, the prevailing environmental conditions, the density and placement of stationary devices and the individual's experience with the operation of such device.

C. This Policy does not require the District to permit an individual to participate in or benefit from the services, programs, or activities of the District when that individual poses a direct threat to the health or safety of others. The Executive Director has authority to prohibit an individual from participating in or benefiting from the services, programs, or activities of the District when that individual poses a direct threat to the health or safety of others. In determining whether an individual poses a direct threat to the health or safety of others, the Executive Director must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

District Not Obligated To Provide Personal Devices And Services:

This Policy does not require the District to provide to individuals with disabilities personal devices, such as wheelchairs or permitted Other Power-Driven Mobility Devices.

Notice:

The District shall make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of this Policy and its applicability to the services, programs, or activities of the District in a manner designed to apprise such persons of the protections against discrimination assured them by the Act and this Policy.

No Liability To District:

- A. The District accepts no responsibility for storage of any mobility device.
- B. The District accepts no liability for damage to any mobility device, or injury to the operator, whether caused by the operator, another visitor to a District facility or site, the physical conditions of the District facility or site, or any other circumstance.
- C. The District accepts no liability for damage caused by the operator of the device, or injury to others caused by the operator of the device.
- D. The District accepts no liability for any injuries or property damage, to either the operator or others, resulting from the District's failure to enforce this Policy or to supervise the operator of an Other Power-Driven Mobility Device.

Amendments to this Policy:

The District reserves the right to change, modify, or amend this Policy at any time.

Approved by Board of Commissioners March 17, 2014

3.5 SERVICE ANIMAL POLICY

Purpose:

A. The Oak Brook Park District (the "District") is a public entity which is subject to the terms and conditions of Title 2 of the Americans with Disabilities Act of 1990, as amended (the "ADA") and Section 504 of the Rehabilitation Act ("Section 504").

B. The District is required by the ADA and Section 504 to establish and/or modify policies and procedures to avoid unreasonable discrimination in the provision of public services and benefits against persons with disabilities.

C. The District desires to establish this policy with regard to the use of service animals by persons with disabilities who are registered participants in District programs or authorized users of the District's parks or facilities, by District employees with disabilities, and by visitors with disabilities in the District's parks and facilities.

D. The corporate authorities desire for this policy to be read liberally to ensure that participants and authorized users, employees, and visitors with disabilities who have service animals can participate in and benefit from the District's services, programs, and activities, and to ensure that the District does not discriminate on the basis of disability as defined in Titles 1 and 2 of the ADA.

Primary District Contacts:

A. Participants and authorized users may request to have a service animal accompany them in parks and facilities where they are authorized users as a reasonable accommodation. Persons with disabilities are invited to contact the District's ADA Coordinator, Karen Spandikow at 630-645-9589 or e-mail kspandikow@obparks.org.

B. Employees may request to have a service animal as a workplace accommodation. Please contact the ~~Director of Finance and~~ Human Resource Manager for information regarding this process.

C. Visitors may be accompanied by a service animal when observing programs and activities, or enjoying the District's parks and facilities, without making a request for a reasonable modification. Persons with disabilities are invited to contact the ADA Coordinator, Karen Spandikow at 630-645-9589 or e-mail kspandikow@obparks.org with any questions about this policy.

Definitions:

- A. **Service Animal:** A *dog* or a *miniature horse* that has been individually trained to perform tasks for the benefit of a person with a disability. Exceptions may be made by the District on a case-by-case basis in accordance with the law. Tasks may include, but are not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to sounds, pulling a wheelchair, or retrieving dropped items. Dogs or miniature horses that are not trained to perform tasks that mitigate the effects of a disability, including dogs or miniature horses that are used purely for emotional support, are not considered service animals and are not allowed at the District's facilities and premises, unless otherwise specifically permitted..
- B. **Partner/Handler:** A person with a disability who uses a service animal as a reasonable accommodation, or a trainer.
- C. **Team:** A partner/handler and a service animal. The two work as a cohesive team in accomplishing the tasks of daily living.
- D. **Trainee:** A dog or a miniature horse being trained to become a service animal has the same rights as a fully trained service animal when accompanied by a partner/handler and identified as such.

General Rules Regarding Service Animals:

As a general rule, the District will modify policies, practices, and procedures, as needed, to accommodate the use of a service animal by an individual with a disability.

Restrictions/Areas of Safety:

The District may impose such restrictions on service animals as it deems necessary for safety reasons. Restrictions will be considered on a case-by-case basis to determine if the animal poses a danger to others at the District's sites or could be in danger itself, and to determine if other reasonable accommodations can be provided to assure that the individual enjoys access to the District's premises, facilities, services or programs. Questions about restrictions on service animals should be directed to the contacts identified in this Policy.

Responsibilities of Partner/Handler:

A Partner/Handler is responsible for the following:

- A. Responding truthfully to the limited and appropriate inquiries that may be made by employees regarding the service animal.
- B. Ensuring that the animal meets any local licensing requirements, including maintenance of required immunizations for that type of animal.

- C. Ensuring that the animal is wearing a license and/or tag at all times.
- D. Ensuring that the animal is in a harness or on a leash or tether at all times. Exceptions may be considered individually.
- E. Ensuring that the animal is under control and behaves properly at all times. The supervision of the animal is solely the responsibility of its partner/handler. If the animal's behavior becomes a hygiene problem, or the animal acts in a threatening manner, the District may require the partner/handler to remove the service animal from the site.
- F. Ensuring that all local ordinances or other laws regarding cleaning up after the animal urinates and/or defecates are strictly adhered to. Individuals with disabilities who physically cannot clean up after their own animals are not required to clean or pick up and dispose of urine and/or feces; however, these individuals should use marked service animal toileting areas where provided.
- G. Ensuring that the animal is kept in good health. If the service animal becomes ill, the partner/handler must remove it from the area. If such action does not occur, the District's staff may require it to leave.

District's Remedies if Partner/Handler Does Not Meet Responsibilities:

- A. The District may exclude a service animal from all parts of its property if a partner/handler fails to comply with these restrictions, and in failing to do so, fundamentally alters the nature of programs, services, or activity offered by the District.
- B. The District may exclude a service animal from all parts of its property if a partner/handler fails to control the behavior of a service animal and it poses a threat to the health or safety of others.

Requirements for the District's Employees, Participants and Authorized Users, and Visitors

Members of the District's staff, participants and authorized users, and visitors at the District's sites, are responsible for the following, and the District may take disciplinary action against any individual who fails to abide by these guidelines:

- A. To allow service animals to accompany the partner/handler at all times and anywhere at a site.
- B. To refrain from distracting a service animal in any way, including, but not limited to, petting, feeding, or interacting with the animal without the partner/handler's invitation to do so.

- C. To refrain from separating a partner/handler from a service animal.

Temporary Exclusion of Service Animals:

A participant or authorized user, employee, or visitor may report a concern regarding a service animal to the District's ADA Coordinator or other supervisory staff, and the District may take appropriate action as follows:

A. Temporary Exclusion of a Service Animal Used by a Participant or Visitor:

1. In response to an immediate concern, authorized District staff may determine that a service animal must be temporarily removed from parks, sites, or facilities. The employee authorized to make such decisions at that site, park, or facility shall notify the participant or visitor of this decision and that the incident will be reported immediately to the District's ADA Coordinator. The employee shall then report the incident to the ADA Coordinator.
2. The ADA Coordinator (or designee) will investigate all reported concerns and incidents where service animals have been temporarily removed from sites, parks, and facilities. The ADA Coordinator (or designee) will consult with appropriate Department personnel and determine whether or not the animal should be excluded from sites, parks, and facilities for an extended period of time, permanently or for particular services, programs or activities due to the increased risk of harm or injury to the partner/handler, the service animal or other participants. The ADA Coordinator (or designee) will notify the participant, authorized user, or visitor of his or her decision. All decisions will be made on a case-by-case basis given the particular prevailing circumstances.
3. If it is appropriate for the service animal to be excluded from sites, parks, or facilities permanently, the ADA Coordinator (or designee) will work with other Department staff to attempt to provide an alternative reasonable accommodations in place of the service animal, to allow the participant, authorized user, or visitor to use the site, park or facility.
4. A participant, authorized user, or visitor who does not agree with the decision regarding removal from the premises may file an accessibility complaint. The District's ADA Complaint process is at www.obparks.org.

B. Temporary Exclusion of an Employee's Service Animal:

1. In response to an immediate concern, the District may determine that a service animal must be temporarily removed from sites, parks, or facilities. The Director (or designee) shall notify the employee of this decision and that the incident will be

reported immediately to the District's ADA Coordinator. The Director (or designee) shall then report the incident to the District's ADA Coordinator.

2. The ADA Coordinator will investigate all reported concerns and cases where service animals have been temporarily removed from sites, parks, and facilities. The ADA Coordinator will consult with appropriate staff and determine whether or not the animal should be excluded for an extended period of time, permanently or for particular services, programs or activities due to the increased risk of harm or injury to the partner/handler, the service animal or other participants. The ADA Coordinator shall notify the employee of his or her decision. All decisions will be made on a case-by-case basis given the particular prevailing circumstances.
3. If it is appropriate for the animal to be excluded from sites, parks, and facilities permanently, the ADA Coordinator will attempt to ensure that the employee receives an appropriate accommodation in place of the use of a service animal.
4. An employee who does not agree with the resolution may file an appeal or formal complaint following the District's ADA Process.

Conflicting Disabilities:

Individuals with medical issues (such as respiratory diseases) who are affected by animals should contact the ADA Coordinator if they have a concern about exposure to a service animal. The individual will be asked to provide medical documentation that identifies a disability and the need for an accommodation. The appropriate District staff will facilitate a process to resolve the conflict that considers the needs and conditions of all persons involved.

Clarifying an Animal's Status:

It may not be easy to discern whether or not an animal is a service animal by observing the animal's harness, cape, or backpack, or to discern the nature of the partner/handler's disability. Therefore, it may be appropriate for designated District staff to ask (1) whether the animal is required because of a disability, and (2) what work or task the animal has been trained to perform.

No Liability to District:

- A. The District accepts no responsibility for care of service animals.
- B. The District accepts no liability for injury to any service animal, or injury to the partner/handler, whether caused by the animal, its partner/handler, another visitor to a District facility or site, the physical conditions of the District facility or site, or any other circumstance.

C. The District accepts no liability for damage or injury to others caused by a service animal.

D. The District accepts no liability for any injuries or property damage, to the service animal, its partner/handler, or others, resulting from the District's failure to enforce this policy or to supervise a service animal.

Amendments to this Policy:

The District reserves the right to change, modify, or amend this policy at any time, but only by approval of such a change, modification or amendment by the Board of Park Commissioners.

Approved by Board of Commissioners March 17, 2014

4.1 Accounts Payable Policy

The Executive Director, Chief Financial Officer and the Board Treasurer have the authority to sign Accounts Payable checks as part of the issuance of the monthly warrant. A single signature is required of checks from \$0.00 to \$4,999.99. Checks greater than \$5,000.00 require 2 signatures.

Vendor invoices shall be paid for goods and services provided to the Park District within 30 days after receipt of an invoice. Vendor terms that are outside the Net 30 term may require a manual check in order to eliminate late fees. Manual checks will be processed on Thursdays as needed.

4.2 BOND RATING POLICY

The purpose of the District's Bond Rating Policy is to provide guidance to the Executive Director if and when the District wishes to proceed with obtaining a bond rating. The decision to seek a bond rating shall be based on input from the Chief Financial Officer in addition to the District's Financial Advisors as to what is in the best interest of the District.

Bond ratings are obtained from one of the following agencies: Standard and Poor's, Moody's and Fitch. The objective of the rating agency is to assign a credit rating for a municipal bond. This credit rating allows market investors to quickly evaluate investment risk related to the municipal debt.

4.3 Cash Handling Procedure

Family Recreation Center Front Desk

Beginning of Shift

1. Check in with ~~the leaving~~ employee(s) from the prior shift to review on any important information that needs to be known.
2. Complete a No Sale transaction and count the drawer. Family Recreation Center Front Desk drawers~~Each drawer~~ should contain a bank of ~~\$200.00~~ in each drawer. If the drawer is over or under the \$200.00, check with the employee ~~prior to your shift from the prior shift, starting~~. Notify your Supervisor of any unresolved discrepancies with the cash drawer. Never add a sale to the system to account for the cash overage. Notate the discrepancy on you the end of shift report and notify your supervisor.
3. Once the money has been counted, review the "What's Happening" board "When to Work" e-mail information and schedule, in addition to the memo binder to review any and all communications that affect the Front Desk.
4. Review the Team OBPD intranet for current news in all departments.
5. Ask other team members or supervisor for clarification on any unclear information. It is crucial to stay on top of all changes and news.

End of Shift

- Double click on the "Clerk Totals" icon "Cash Receipts" icon. Select your name and make sure the date is correct. Print one copy of the report.
- Complete a "No Sale" transaction.
- Remove the cash amount as indicated on your report.
- Count the drawer to ensure the ending bank is \$200.00. Research any discrepancies.
- Staff shall fill out and initial your the report with the breakdown of cash and credit cards. Notate any discrepancies.
- Fold report into thirds and place all credit cards and cash into the paper.

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Commented [LL2]: We use When To Work no longer board or memo binder

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Commented [LL4]: \$250.00

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Commented [LL5]: No longer need to manually complete forms, remove ...We run a calculator tape of cash, check or credit card receipts.

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- The folded paper with the receipts is then ~~is to be~~ placed in a blue deposit bag located on top of the safe. The following forms should be included in the blue bag:
 - membership forms
 - cancellations,
 - on hold requests,
 - guest passes
 - ~~and day care forms.~~
 - All other forms not listed related to Front Desk operations are to go in the blue bag as well.
- Make sure the day written on the blue bag is correct. Drop the blue bag in the safe drop, turn knob. Once the blue bag is dropped into the safe, the Facility Supervisor is the only person who can access the deposits.

~~Note — Tennis Center Blue Bag contents: — Cash out report, receipts, cash and checks.~~

Tennis Center Front Desk

Beginning of Shift

1. Check in with employee(s) from the prior shift to review any important information that needs to be known.
2. Click on "Cash Drawer" and count the drawer. Tennis Center Front Desk drawer should contain \$250.00. If the drawer is over or under the designated bank amount, check with the employee from the prior shift. Notify your Supervisor of any unresolved discrepancies with the cash drawer. Never add a sale to the system to account for the cash overage. Notate the discrepancy on the end of shift report and notify your supervisor.
3. Once the money has been counted, review the "What's Happening" board "When to Work" e-mail information and schedule, in addition to the memo binder to review any and all communications that affect the Front Desk.
4. Review the Team OBPD intranet for current news in all departments.
5. Ask other team members or supervisor for clarification on any unclear information. It is crucial to stay on top of all changes and news.

End of Shift

- 3-1. Double click on the "Clerk Totals" icon "Cash Receipts Totals" icon. Select your name and make sure the date is correct. Print one copy of the report.

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Commented [LL7]: Click on cash drawer

Commented [LL8]: We use When To Work no longer board or memo binder

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Commented [LL10]: Cash Totals icon

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~~4.2. Complete a "No Sale" transaction~~ Click on "Cash Drawer" to open drawer.

Commented [LL12]: Click on cash drawer to open drawer.

~~5.3. Remove the cash amount as indicated on your report.~~

~~6.4. Count the drawer to ensure the ending bank is \$250 for the Tennis Center Front Desk drawer. Research any discrepancies.~~

~~1.5. Fold report into thirds and place all credit cards and cash into the paper.~~

~~2.6. The folded paper with the receipts is then placed in a blue deposit bag. The following forms should be included in the blue deposit bag:~~

- ~~• cash out report;~~
- ~~• -receipts;~~
- ~~• cash and checks~~

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Preparation of Financial Statements

~~1. Staff will process general journal entries namely those that are, recurring monthly, one time only and reversing.~~

~~2. Once all entries are posted to the general ledger, proceed with the compilation of the month end statements.~~

~~3. Generate monthly reports from the MSI BSA General Ledger module.~~

~~—The following reports are needed to compile the reports that go into the monthly board packet: Revenue and Expense Report for each department within each fund and the Summary Revenue and Expense Report.~~

~~4. The reports that are included in the monthly board packet are as follows:~~

- ~~• Investments~~
- ~~• General Corporate Treasurer's Report~~
- ~~• Recreation YOY Comparison Reports~~
- ~~• Tennis Center Treasurer's Report~~
- ~~• Tennis Center YOY Comparison Reports~~
- ~~• Income Statements Current Month (CM)~~
- ~~• Income Statement Year To Date (YTD)~~
- ~~• Capital Expenditure Schedule as of xx/xx/xxxx~~

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Petty Cash Audits

~~All existing petty cash funds shall, at a minimum, be counted, reconciled and replenished on a quarterly basis. This will ensure that the underlying expenditures are recorded in the general ledger on a timely basis. Petty Cash for the Corporate Fund, Recreation Fund, and the Enterprise Fund shall be counted monthly to coincide with the creation of the A/P voucher to replenish funds to~~

~~the respective petty cash bank.~~ Any overage/shortage of the petty cash fund should be reported to the Chief Financial Officer.

Persons Authorized To Accept Funds

Front Desk Staff at the Family Recreation Center ~~and the Front Desk staff at the Tennis Center, in addition to the Registrar in the Administration Office at the Family Recreation Center,~~ are authorized to accept funds as stipulated in their job description.

Persons Authorized to Disburse Funds

Front Desk Staff at the Family Recreation Center ~~Front Desk staff at the and Tennis Center in addition to the Registrar in the Administration Office at the Family Recreation Center~~ are authorized to disburse funds in the forms of patron registration refunds to their original form of payment.

~~Cash/Check~~ refunds will be processed within existing accounts payable processes and procedures. See Section 4.1 Accounts Payable Policy and Section 4.12 Purchasing Policy for additional information.~~as an A/P voucher, such that checks are processed once per week.~~

All refund checks are required to be signed by the proper authorized individuals which currently consist of either one of 3 people namely, the Chief Financial Officer, Executive Director and or the Board Treasurer. Any checks in the amount of \$5,000.00 and greater will require the signatures of two of these authorized individuals.

Separation of Duties

~~Various procedures have been put onto place so that one staff is not able to commit any type of irregularity that would put the District assets at risk.~~

~~All A/P invoices over \$499.99 require a purchase order entered into the BSA Purchase Order system for review and approval by the Department Director, followed by the Executive Director or Deputy Director, and then the Chief Financial Officer, with the signature of the initiator's supervisor and the Chief Financial Officer.~~

~~All A/P A/P vouchers invoices are submitted to the Finance Department for entry into the BSA Accounts Payable system and are reviewed and approved by the Department Executive Director or Superintendent responsible for the budget where the expense is being allocated, followed by the approval of the Executive Director Director or Deputy Director, and then the Chief Financial Officer.~~

~~A report of the accounts payable and amounts is generated for the Warrant and is presented for the Board of Commissioners' review and approval at the next regular Board meeting. in addition to the Department Director where the expense is being charged.~~

~~After Board of Commissioner approval during the Board Meeting, tThe A/P warrant is reviewed by 2 different staff prior to running checks.~~

~~The PCF, Personnel Change Form ("PCF") must have 3 signatures before the form is to be forwarded to the Human Resources Manager for Payroll.~~

~~All online time records are reviewed by the employee's immediate supervisor at the end of every payroll.~~

~~All journal entries are approved by the Chief Financial Officer.~~

Approved May, 2015
Revised 1-16-17

4.4 Contracts – Policy for the Review, Approval and Execution of Contracts

Purpose:

The purpose of this policy is to set forth guidelines to determine: 1) when a contract requires review by legal counsel; and 2) who has the authority to approve and execute contracts on behalf of the Park District.

- A. Except as otherwise specifically provided in this Policy, all letting of contracts and purchases shall comply with the District's Purchasing Policy (4.12) and Procurement Card Policy (4.11).
- B. Unless a purchase is exempt from bidding, contracts estimated to cost in excess of \$25,000.00 are required to be bid in accordance with the Illinois Park District Code, 70 ILCS 1205/1-1 *et seq.* (the "Code"). Generally, a purchase is exempt from bidding if the purchase is not adapted to award by competitive bid, including those purchases listed in 70 ILCS 1205/8-1(c), or the purchase is for an emergency.
- C. For contracts estimated to cost in excess of \$25,000.00 and are not exempt from bidding:
 - 1. Attorney shall review bid documents prior to advertisement for bid and distribution of bid documents.
 - 2. Contract shall be advertised in a newspaper published in the District to solicit bids.
 - 3. Staff will review the bids and make a recommendation to the Board for award of the contract to the lowest responsible bidder(s).
 - 4. The Board of Park Commissioners will award the contract to the bidder(s) the Board determines, in its sole discretion, to be the lowest responsible bidder in accordance with law.
 - 5. Execution by Board President and Secretary shall be required.
- C. For contracts estimated to cost in excess of \$25,000.00 and are exempt from bidding:
 - 1. Three (3) price quotes shall be obtained.
 - 2. Attorney shall either prepare a contract or review a proposed contract presented from the vendor/contractor. Attorney should be contacted if District staff is uncertain whether the purchase is exempt from bidding.
 - 3. Execution by Board President and Secretary shall be required.
- D. For contracts estimated to cost \$2,000.00 - \$24,999.99:
 - 1. Three (3) price quotes shall be obtained.
 - 2. Attorney shall either prepare a contract or review a proposed contract presented from the vendor/contractor. Alternatively, if the contractor includes any terms and conditions with its proposed contract, consult with the Executive Director to determine whether contractor's terms and conditions require legal review. If legal review is determined unnecessary, a Rider, substantially in the same form as

attached to this Policy shall be included with the contract and executed by the contractor and the Park District.

3. Execution by Executive Director shall be required for contracts from \$10,000.00 and up to \$24,999.99; execution by Department Head/Manager shall be required for contracts from \$2,000.00 and up to \$9,999.99.

E. For contracts estimated to cost \$1,999.99 or less:

1. A Purchase Order shall be required for contracts for which the cost is estimated to be \$500.00 or more, including purchases made with the Procurement Card (the "P Card").
2. Execution by Department Head/Manager shall be required, and Chief Financial Officer shall initial the Purchase Order.
3. If the contractor includes any terms and conditions with its proposal or proposed contract, consult with the Executive Director to determine whether the contractor's terms and conditions require legal review. If legal review is determined unnecessary, a Rider, substantially in the same form as attached to this Policy, shall be included with the proposal/contract and executed by the contractor and the Park District. The Rider may require further amendment depending on the contractor's terms and conditions.

F. Notwithstanding the provisions of Divisions A – E of this Policy, contracts entered for emergency services shall be subject to the following:

1. An emergency shall be defined and determined as follows:
 - a. An emergency is defined as a circumstance requiring mitigation immediately, or as soon as reasonably possible, in order to prevent harm to public health, safety, or welfare or to prevent significant damage to Park District facilities, equipment, property or operations.
 - b. A declaration that such an emergency exists shall be made, in writing, signed by the Executive Director, and communicated to the Park Board of Commissioners. If the Executive Director is not available, then the Department Head/Manager responsible for the emergency mitigation shall present the circumstances of the emergency to the President of the Board of Park Commissioners, who may declare, in writing, that an emergency exists.
2. In the event the cost of the emergency is in excess of \$25,000 and is normally required to be bid in accordance with the Code, $\frac{3}{4}$ of the members of the Park Board of Commissioners must approve such an emergency purchase in order for the purchase to be exempt from bidding. See also the Emergency Expenditures Policy (4.6).
3. If the contract for the emergency is exempt from bidding as specified in Section B or because the cost is estimated to be from \$2,000.00 and up to \$24,999.99:

- a. Every effort shall be made to obtain more than one (1) price quote; provided, however, that if more than one (1) price quote cannot be obtained in a timely manner, the Executive Director may select a contractor to perform any necessary services at the best price that can be negotiated given the time constraints.
 - b. Execution by the Executive Director and the President of the Board of Park Commissioners shall be required for contracts for which the cost is \$25,000.00 or more, and ratification of the contract by the Board of Park Commissioners shall be required at its next regular meeting.
 - c. Execution by the Executive Director shall be required for contracts from \$10,000.00 and up to \$24,999.99; and execution by Department Head/Manager shall be required for contracts from \$2,000.00 and up to \$9,999.99.
 - d. If the contractor includes terms and conditions with its contract, consult with the Executive Director to determine whether contractor's terms and conditions require legal review. If legal review is determined unnecessary, a Rider, substantially in the same form as attached to this Policy, shall be included with any such contract and executed by the contractor and the Park District.
5. Contracts for which bidding is not required by law and for which the cost is estimated to be \$1,999.99 or less:
- a. A Purchase Order shall be required for any contract estimated to be \$500.00 or more, including purchases made with the "P Card".
 - b. Execution by Department Head/Manager shall be required, and Chief Financial Officer shall initial the Purchase Order.
 - c. If the contractor includes terms and conditions with its Purchase Order, consult with the Executive Director to determine whether contractor's terms and conditions require legal review. If legal review is determined unnecessary, a Rider, substantially in the same form as attached to this Policy, shall be included with the Purchase Order and executed by the contractor and the Park District.

**For all contracts, the Final Payout Check List shall be utilized
as appropriate for the nature of the contract.**

**RIDER TO AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT
AND _____ FOR _____**

This Rider amends, supplements and supersedes the Agreement between the Oak Brook Park District (the "District") and _____ (the "Contractor") for _____, including its Terms and Conditions (the "Agreement"). In the event of any conflict between any of the provisions of this Rider and the provisions of the Agreement, the provisions of this Rider shall control.

A. CONTRACTOR'S INSURANCE and HOLD HARMLESS

FAILURE TO MEET THESE INSURANCE REQUIREMENTS IS CAUSE FOR CANCELLATION OF THE AGREEMENT.

1. The Contractor shall obtain and maintain insurance of the types and in the amounts listed below.

a. Commercial General and Umbrella Liability Insurance

The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be deemed excess of such Contractor's insurance and shall not contribute with it.

b. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c. Workers Compensation Insurance

Contractor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Contractor's activities.

d. General Insurance Provisions

i. Evidence of Insurance: The Contractor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested.

Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements, or failure of the District to identify a coverage deficiency from evidence that is provided, shall not be construed as a waiver of such Contractor's obligation to maintain such insurance.

The District shall have the right, but not the obligation, of prohibiting such Contractor from entering the premises until such certificates or other

evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of the Agreement entered by the parties at the District's option.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

ii. Acceptability of Insurers: All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

iii. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents, or such Contractor may be required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claims administration and defense expenses.

iv. District's Insurance: Under no circumstances shall the District be required to name the Contractor, its officers, employees, agents, subcontractors, suppliers and representatives as additional insureds under District's insurance coverage.

2. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, protect and defend the District, its officers, employees and agents, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the performance of the work by the Contractor or any subcontractor under the Agreement, or from any negligent or willful acts, errors or omissions in the performance of the work of the Contractor or any subcontractor hereunder, or from any breach of the Contractor's obligations or any material default by the Contractor under the Agreement.

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own

agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its defense shall not remove the Contractor's duty to indemnify, defend and hold the District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

The Contractor's indemnification of the District shall survive the termination or expiration of the Agreement.

B. TERMINATION:

The District may, at any time, terminate the Agreement in whole or in part for the District's convenience and without cause. In the event of such termination or in the event the District terminates this Agreement in accordance with A.1 of this Rider: a) Contractor shall recover payment for approved and properly performed work completed prior to the effective date of termination; and b) Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

C. WARRANTIES:

Unless otherwise required by law, the Contractor shall provide, a minimum one (1)-year warranty on all workmanship and material provided to the District by the Contractor. **[NOTE: If Contractor provides longer warranty, this provision must be struck.]**

D. PAYMENT:

Payment shall be made by the District to the Contractor upon the District's receipt of an invoice itemizing the work properly performed, as determined by the District, for the period covered by the invoice. The contract sum shall be paid and shall bear interest in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

No Event of Default shall occur if the District complies with this Section. **[Note, contractor's terms may have other triggers for "Event of Default"].**

E. CHOICE OF LAW AND LIMITATIONS:

The Agreement, its validity, enforceability and interpretation, shall be governed by the laws of the State of Illinois, including the ten (10)-year statute of limitations in Illinois for contract claims. Jurisdiction for any claims shall be only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

F. ASSIGNMENT:

Contractor shall not assign the Agreement to any person or entity other than an affiliate of the Contractor without the District's prior written consent.

G. LEGAL FEES:

The District shall be entitled to the award of attorneys' fees and costs in the event the District is the prevailing party in any suit or action in connection with the enforcement of the terms and conditions of the Agreement.

H. NO WAIVER OF TORT IMMUNITIES:

Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the District under the Illinois Local Government and Governmental Employees Tort Immunity Act.

I. COMPLIANCE WITH LAWS:

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

The Contractor and the District hereby acknowledge and agree to the terms and conditions of this Rider.

CONTRACTOR:

OAK BROOK PARK DISTRICT:

Name of Contractor

By: _____
Signature of Authorized Representative

By: _____
Signature of Authorized Representative

Its: _____

Its: _____

Final Payout Checklist for Projects Encompassing Work on the Public Works of the Oak Brook Park District

The final payout to the contractor for projects on the public works is very important. Staff shall use this checklist to make sure that the District receives the documents required by the Contract.

Final Waiver of Lien for the contractor, all subcontractors, and supply houses.

- Copies of the Waiver of Liens shall be included with the AP Voucher.
- Original Waiver of Liens shall be filed in the Contract File folder in the Executive Director's office.
- Waivers of Lien should be received from the contractor, subcontractors, and suppliers of materials used in the project.
- For partial payments (before the project is complete) the Waiver of Lien should match the requested invoice amount and shall reflect the total amount paid for the project to date.
- For FINAL payment, the contractor shall submit FINAL Waivers of Lien from its firm and all subcontractors. The Final Waivers of Lien should reflect that all payments have been received.

Contractors are responsible to submit their Wage and Hour report directly to the Illinois Department of Labor ("IDOL") through the portal provided on IDOL website:
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>

Maintenance Bond

- Contractor shall submit a maintenance bond as required by the contract. The maintenance bond insures the warranty period.
- The bond shall be filed in the Contract File in the Executive Director's office.

Warranty Certificate(s)

- Manufacturer's warranty certificate(s) for the product(s) installed shall be filed in the contract files in the Executive Director's office. A copy of the warranty certificate(s) shall be filed in the Project File. The project files are located in Studio D storage file cabinets.

"As Builts" or Record Drawings in hard copy and PDF. (This requirement is for most projects, however, there are some projects that do not require blueprints/plans; check the contract for this requirement.)

- The contractor is to return to the District the set of plans utilized in the project. This set of plans shall contain the signature of the contractor and a statement that the plans are the "as-builts" or record drawings. The documents should contain the contractor's notes regarding the project and any deviations from the original plans

that were agreed by the District and the Architect/Engineer. In addition, certain projects will need to have a surveyor confirm the project meets the requirements of the ADA.

- The paper as-built shall be filed in the Project Files with the blueprint/plans and the PDF is stored on the Shared Drive, S:/Parks/Parks and Facilities.

_____ **Copies** of AP voucher, invoice, waivers of liens, , and purchase order shall be filed in the Contract File.

_____ **Change Orders:**

- If a change to the contract amount or term/date of completion is required and agreed upon by the District and contractor, a change order shall be issued. In accordance with IL Compiled Statutes Chapter 720, Section 5/33E-9, the District is required to make specific findings prior to authorizing a Change Order or a range of Change Orders which would increase or decrease the dollar amount of the contract by \$10,000 or more. The change order(s) must be presented to the Board for review of the specific findings as stated in the Resolution and receive the Board's approval. After signed by the contractor and the District, change orders shall be filed in the contract files and project files.

_____ **Project File**

- Any documents pertaining to the project, meeting notes, correspondence, one copy of the bid packet, copy of warranty, blueprints or plans, should be filed in the Project Files. Project files are located in Studio D storage file cabinets and on the shared drive of the District's computer network.

Staff shall sign this checklist and include a copy of the checklist with the Final Payout voucher submitted to accounting and with a copy of the AP Voucher and Invoice filed in the Contract File.

Staff Signature: _____

Department: _____

Project Title: _____

Date: _____

4.5 ECONOMY OF RESOURCES POLICY

The purpose of the Economy of Resources Policy is to economize resources whenever possible within the District. This includes, but is not limited to the following actions:

1. Using the Illinois Park and Recreation Association, State, Federal or other cooperative purchasing programs to yield volume discounts whenever possible.
2. Performing regular inventories so shrinkage and or excess inventory levels are not incurred.
3. Adjust staffing at each facility based on customer need.

Additionally, each year the Park Board of Commissioners adopts a budget and appropriations ordinance that also provides for the most effective and efficient ways to use the fiscal resources of the District.

4.6 EMERGENCY EXPENDITURES POLICY

The purpose of the Emergency Expenditures Policy is to provide guidance to the Executive Director when emergency expenditures are in excess of \$25,000.00 or more. The Executive Director shall be authorized to procure materials, supplies or work in excess of \$25,000.00 at the lowest obtainable price, but only to the extent necessary to relieve the emergency. In the event the cost of the emergency is in excess of \$25,000 and is normally required to be bid in accordance with the Park District Code, 70 ILCS 1205/8-1, $\frac{3}{4}$ of the members of the Park Board of Commissioners must approve such an emergency purchase in order for the purchase to be exempt from bidding.

An emergency is defined as a circumstance requiring mitigation immediately, or as soon as reasonably possible, in order to prevent harm to public health, safety, or welfare or to prevent significant damage to Park District facilities, equipment, property or operations.

A declaration that such an emergency exists shall be made in writing, signed by the Executive Director and communicated to the Park Board Commissioners. If the Executive Director is not available, then the Department Director responsible for the emergency mitigation shall present the circumstances of the emergency to the President of the Board of Park Commissioners, who may declare, in writing, that an emergency exists.

Contracts for emergency purchases in excess of \$25,000 must be executed by the Executive Director and Board President. See also Contracts – Policy for the Review, Approval and Execution of Contracts (4.4).

Approved by Board of Commissioners - July 20, 2015

Revisions Approved by Board of Commissioners - August 15, 2016

4.7 Capital Asset Policy and Procedure

Purpose

The purpose of this Capital Asset policy is to provide control and accountability over capital assets, and to gather and maintain information needed for the preparation of financial statements. The Oak Brook Park District capital asset policy is herein established to safeguard assets and to insure compliance with GASB34 for governmental financial reporting.

Overview

This policy is herein established to safeguard and address the Oak Brook Park District's investment in Property, Plant and Equipment which comprises a significant resource. This policy is meant to ensure compliance with various accounting and financial reporting standards including Generally Accepted Accounting Principles (GAAP), and Governmental Accounting, Auditing, and Financial Reporting (GAAFR).

Further, this policy is meant to reflect the Oak Brook Park District's desire to meet the reporting requirements set forth in the Governmental Accounting Standards Board (GASB) Statement No. 34. Specifically, the GASB Statement No. 34 states that governments should provide additional disclosures in their summary of significant accounting policies including the policy for capitalizing assets and for estimating the useful lives of those assets which is used to calculate the depreciation expense. The Statement also requires disclosure of major classes of assets, beginning and end-of-year balances, capital acquisition, sales/dispositions, and current-period depreciation expense. The District currently utilizes AssetMaxx to inventory and monitor any and all additions and deletions of capital assets to Property, Plant and Equipment Inventory.

INVENTORY, VALUING, CAPITALIZING, AND DEPRECIATION

Inventory

Responsibility for control of capital assets will rest with the specific department wherein the asset is located. The Finance Department shall ensure that such control is maintained by establishing an inclusive capital asset inventory schedule. Asset purchases, which fall below the capitalization threshold, will not be included in the capital asset inventory.

Each Department will be responsible for control of capital assets for their department. The Department Director/Manager shall ensure that such control is maintained by establishing a capital asset inventory schedule. The inventory schedule will include the following for each asset:

- Asset Description – A description of the asset (serial #, model#)
- Asset Classification (Land and Land Improvements, Building and Building Improvements, Vehicles, Machinery and Equipment, and Infrastructure Assets)
- Department name and physical location of asset
- Date asset was purchased/acquired and or disposed

- Cost of Asset
- Method of acquisition (purchased or donated)
- Estimated useful life

This list will be maintained, updated, and reviewed by the Finance Department on an ongoing basis.

Valuing Capital Assets

Capital assets should be valued at cost or historical costs, plus those costs necessary to place the asset in its location (i.e. freight, installation charges.) In the absence of historical cost information, a realistic estimate will be used. Donated assets will be recorded at the estimated current fair market value.

Capitalizing

When to Capitalize Assets:

Assets are capitalized at the time of acquisition. To be considered a capital asset for financial reporting purposes an item must be at or above the capitalization threshold equal to \$15,000.00 and have a useful life of at least one year.

Assets not Capitalized:

Capital assets below the capitalization threshold of \$15,000.00 on a unit basis but warranting “control” shall be inventoried at the department level and an appropriate list will be maintained.

Capital Assets should be capitalized if they meet the following criteria:

- Tangible
- Useful life of more than one year (benefit more than a single fiscal period)

Capital Assets include the following major classes of assets:

Land and Land Improvements – Capitalized value is to include the purchase price plus costs such as legal fees and filing fees; improvements such as parking lots, fences, pedestrian bridges, landscaping.

Building and Building Improvements – Costs include purchase price plus costs such as legal fees and filing fees; improvements include structures and all other property permanently attached to, or an integral part of the structure. These costs include re-roofing, electrical/plumbing, carpet replacement, and HVAC.

Vehicles – Costs include purchase price plus costs such as title & registration.

Machinery and Equipment – Assets included in this category are heavy equipment, traffic equipment, generators, office equipment; phone system, and kitchen equipment.

Infrastructure Assets – Infrastructure Assets are long-lived capital assets that are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets.

Depreciation

Depreciation is computed on a straight-line method with depreciation computed on a monthly basis from the month of acquisition. Additions and improvements will only be capitalized if the cost either enhances the asset's functionality or extends the asset's useful life.

Projects in process will be considered Construction-in-Progress until completed. Once the entire project is completed it will be added to the District's fixed asset inventory using the AssetMaxx application or other suitable software, and a useful life will be assigned and depreciation computed.

Class Code List from AssetMaxx

AssetMaxx has a fixed asset class code listing that is detailed by category and contains useful life information that conforms to Generally Accepted Accounting Principles, (GAAP). The assigned useful lives for our major asset classes are as follows:

<u>Asset Class</u>	<u>Useful Life</u>
Land	Indefinite
Land Improvements	20 Years
Buildings and Improvements	7 - 50 Years
Machinery and Equipment	5 - 30 Years
Vehicles	5 Years

OTHER

Removing Capital Assets from Inventory

Capital assets are to be removed from inventory once they are obsolete or claimed as surplus property. The item must be removed from the department inventory listing. The asset disposal form is to be completed and forwarded to the Finance Department.

Donations or Transfer

Each Department must add additions and deletions from donated or transferred assets to the inventory listing.

Surplus Property

Each Department must report all capital assets classified as surplus to the finance department. The Oak Brook Park District will have an auction or sealed bid as needed to sell the surplus property.

Lost or Stolen Property

When suspected or known losses of inventoried assets occur, the Department should conduct a search for the missing property. The search should include transfer to another department, storage, and scrapping surplus property. If the missing property is not found, the department must contact the Finance Department.

PROCEDURE

Purpose

The purpose of this fixed asset procedure is to provide documentation to use the AssetMaxx application to maintain an inventory of the District's Capital Assets.

- A. Print the Detailed Revenue & Expense Report for each of the following funds: Capital Projects Funds: Capital Projects Fund, 12-940-65-XXX, or the Recreation Capital Fund, 02-81-805-000 and the Tennis Center, 07-81-805-000. Print the General Ledger Activity Report for period 1-12 for each of the funds referenced above. (Exhibit A. & B.)
- B. Complete the Asset Addition schedule using the actual invoices for all items that have posted to the General Ledger Activity report printed as part of step A. The schedule can be found on the Finance Drive:/Audit Workpapers/Fixed Asset Additions 4-30-xx.xls. (Exhibit C.)
- C. Log into AssetMaxx to enter the asset additions from the schedule created as part of step B. Choose Asset from the command bar, then choose New Asset from the Asset Entry & Maintenance screen. (Exhibit D. & E.)
- D. Choose Reports from the command bar, print the Net Change Summary – By Fund Report. The column, Current Year Acquisitions, should tie to the General Ledger Revenue & Expense reports for the capital project accounts referenced in step A. (Exhibit F. & G.)
- E. Asset disposal forms that have been completed and given to Accounting are to be entered into AssetMaxx. Log into AssetMaxx to enter the asset disposal using the information from the asset disposal form. Choose Asset from the command bar, choose Dispose Asset from the Asset Entry & Maintenance screen under the Financial Adjustments function. (Exhibit H. & I.)

Approved by Board of Commissioners August 20, 2012

Revisions Approved by Board of Commissioners: September 21, 2015

Revisions Approved by Board of Commissioners: January 15, 2018

4.8 FUND BALANCE/NET POSITION POLICY

PURPOSE

A Fund Balance/Net Position Policy establishes a minimum level that the projected end-of-year fund balance/net position must meet, as a result of the constraints imposed upon the resources reported by the governmental and proprietary funds. This policy is being established to provide financial stability, cash flow for operations, and the assurance that the District will be able to respond to emergencies with fiscal strength. More detailed fund balance financial reporting and the increased disclosures will aid the user of the financial statements in understanding the availability of resources.

It is the District's philosophy to support long-term financial strategies, where fiscal sustainability is its first priority, while also building funds for future growth. It is essential to maintain adequate levels of fund balance/net position to mitigate current and future risks and to ensure tax rates. Fund balance/net position levels are also a crucial consideration in long-term financial planning. Credit rating agencies carefully monitor levels of fund balance/net position and any unassigned fund balance in the General Fund to evaluate the District's continued creditworthiness.

DEFINITIONS

Governmental Funds

The fund balance will be composed of three primary categories:

- 1) Nonspendable Fund Balance – portion of the Governmental Funds' fund balance that is not available to be spent, either in the short-term or long-term, or because of legal restrictions (e.g., inventories, prepaid items, land held for resale and endowments).
- 2) Restricted Fund Balance – portion of a Governmental Funds' fund balance that is subject to external enforceable legal restrictions (e.g., grantor, contributor and property tax levies).
- 3) Unrestricted Fund Balance – is made up of three components:
 - A) Committed Fund Balance – the portion of the Governmental Funds' fund balance with self-imposed constraints or limitations that have been placed at the highest level of decision making through formal Board action. The same action is required to remove the commitment of a fund balance.

DEFINITIONS - CONTINUED

B) Assigned Fund Balance – the portion of the Governmental Funds’ fund balance for which an intended use of resources has been denoted, but with no formal Board action.

C) Unassigned Fund Balance – available expendable financial resources in the Governmental Funds that are not the object of any tentative management plan.

Some funds are funded by a variety of resources, including both restricted and unrestricted (committed, assigned and unassigned) sources. The District assumes that the order of spending the Governmental fund balance is as follows: restricted, committed, assigned, unassigned.

Proprietary Funds

Proprietary funds include enterprise and internal service funds. The net position will be composed of three primary categories:

- 1) Invested in Capital Assets, Net of Related Debt – portion of a proprietary fund’s net position that reflects the fund’s net investment in capital assets less any amount of outstanding debt related to the purchase/acquisition of said capital assets. Related debt, for this purpose, includes the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of capital assets of the District.
- 2) Restricted Net Position– portion of a proprietary fund’s net Position that are subject to external enforceable legal restrictions (e.g., grantor, contributor and bond covenants).
- 3) Unrestricted Net Position– portion of a proprietary fund’s net position that is neither restricted nor invested in capital assets (net of related debt).

AUTHORITY

Governmental Funds

Committed Fund Balance – A self-imposed constraint on spending the fund balance must be approved by ordinance or resolution of the Board. Any modifications or removal of the self-imposed constraint must use the same action used to commit the fund balance. Formal action to commit fund balance must occur before the end of the fiscal year. The dollar amount of the commitment can be determined after year end.

AUTHORITY - CONTINUED

Assigned Fund Balance – A self-imposed constraint on spending the fund balance based on the District’s intent to use fund balance for a specific purpose. The authority may be delegated to members of the management team by the Board.

MINIMUM UNRESTRICTED FUND BALANCE LEVELS

Governmental Funds

General Fund

Purpose – Is a major fund and the general operating fund of the District. It is used to account for all activities that are not accounted for in another fund.

Fund Balance – Unrestricted fund balance targets should represent no less than three months and no more than nine months of operating expenditures. Fund balances are to be maintained at levels that will not subject the district to tax objections. Balances above the maximum are transferred to other funds or to capital projects at the Board’s discretion.

Recreation Fund

Purpose – Established to account for financial resources used for planning, establishing and maintaining recreational programs.

Financing – The District extends a property tax levy, receives personal property replacement taxes and generates revenues from user fees.

Fund Balance – Unrestricted fund balance targets should represent no less than three months and no more than nine months of expenditures. Fund balances are to be maintained at levels that will not subject the district to tax objections.

Debt Service Fund

Purpose – Established to account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Financing – The District levies an amount or transfers in an amount close to the principal and interest that is anticipated to be paid.

Fund Balance –Derived from property taxes; therefore, legally restricted. Any fund balance accumulation should be a maximum of the amount of the next principal and interest payment due.

MINIMUM UNRESTRICTED FUND BALANCE LEVELS – CONTINUED

Capital Projects Fund

Purpose - Established to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets, excluding those types of capital related outflows financed by proprietary funds.

Financing – Debt financing, grants, or interfund transfers are used to finance projects.

Fund Balance – Considered segregated for maintenance, construction and/or development; therefore, considered committed, restricted, or assigned depending on the intended source/use of the funds. Increases and decreases in fund balance are associated with the specific projects planned. Therefore, no specific target is established for this fund.

IMRF Fund

Purpose – Established to account for financial resources that are restricted to expenditure for the District's share of pension contributions to the Illinois Municipal Retirement Fund (IMRF).

Financing – The District extends a property tax levy in an amount approximating the annual appropriation for IMRF contributions.

Fund Balance – Derived from property taxes and personal property replacement taxes; therefore, legally restricted. Any fund balance accumulation should represent no less than three months and no more than nine months of expenditures.

Social Security Fund

Purpose – Established to account for financial resources that are restricted to expenditure for the District's share of Social Security and Medicare tax contributions.

Financing – The District extends a property tax levy in an amount approximating the annual appropriation for Social Security and Medicare tax expenditures.

Fund Balance – Derived from property taxes and personal property replacement taxes; therefore, legally restricted. Any fund balance accumulation should represent no less than three months and no more than nine months of expenditures.

MINIMUM UNRESTRICTED FUND BALANCE LEVELS – CONTINUED

Audit Fund

Purpose – Established to account for financial resources that are restricted to expenditure for the annual financial statement audit.

Financing – The District extends a property tax levy in an amount approximating the annual appropriation for auditing expenditures.

Fund Balance – Derived from property taxes; therefore, legally restricted. Any fund balance accumulation should represent no less than three months and no more than nine months of expenditures.

Special Recreation Fund

Purpose – Established to account for financial resources that are restricted to expenditure for recreational programs for the disabled and related capital expenditures.

Financing – The District extends a property tax levy in an amount approximating the annual appropriation for special recreation programs and related capital expenditures.

Fund Balance – Derived from property taxes; therefore, legally restricted. Any fund balance accumulation should represent no less than three months and no more than nine months of expenditures.

Liability Insurance Fund

Purpose – Established to account for financial resources that are restricted to expenditure for liability and unemployment insurance costs.

Financing – The District extends a property tax levy in an amount approximating the annual appropriation for liability and unemployment insurance expenditures.

Fund Balance – Derived from property taxes and personal property replacement taxes; therefore, legally restricted. Any fund balance accumulation should represent no less than three months and no more than nine months of expenditures.

MINIMUM UNRESTRICTED NET POSITION LEVELS

Proprietary Funds

Recreational Facilities (Enterprise) Fund

Purpose - Established to account for and report financial resources invested in capital assets, net of related debt, restricted, or unrestricted for future spending related to the fund. The focus of enterprise fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. Enterprise funds are required to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs.

Financing – User fees, debt financing, or grants are used to finance operations, capital outlay and improvements, and debt service retirements.

Net Position– Considered invested in capital assets net of related debt (for amounts capitalized as capital assets, less the outstanding debt related to the acquisition of said assets). Restricted net position relates to bond covenant reserves as outlined in the bond ordinance. Unrestricted net position targets should represent no less than three months of operating expenses (excluding debt service and capitalized asset expenses).

OTHER CONSIDERATIONS

In establishing the above policies for unrestricted fund balance/net position levels, the District has considered the following factors:

- The predictability of the District's revenues and the volatility of its expenditures (i.e., higher levels of unrestricted fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile)
- The District's perceived exposure to significant one-time outlays (e.g., disasters, immediate capital needs, state budget cuts)

OTHER CONSIDERATIONS - CONTINUED

- The potential drain upon General Fund resources from other funds as well as the availability of resources in other funds (i.e., deficits in other funds may require a higher level of unrestricted fund balance be maintained in the General Fund, just as, the availability of resources in other funds may reduce the amount of unrestricted fund balance needed in the General Fund)
- Liquidity (i.e., a disparity between when financial resources actually become available to make payments and the average maturity of related liabilities may require that a higher level of resources be maintained)
- Commitments and assignments (i.e., governments may wish to maintain higher levels of unrestricted fund balance to compensate for any portion of unrestricted fund balance already committed or assigned by the government for a specific purpose)

If any of the above factors change, the District should readdress current unrestricted fund balance/net position levels to ensure amounts are appropriate.

Approved by Board of Commissioners: September 21, 2015

Amended by Board of Commissioners: September 18, 2017

EXHIBIT A

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~~4.9 INVESTMENT~~4.9 INVESTMENT POLICY

1. SCOPE

The purpose of the Investment Policy is to establish investment guidelines for officials and personnel responsible for the financial management of Park District Funds. This applies to the investments of all [Park District](#) funds, including the following:

- General Corporate Fund
- Recreation Fund
- Illinois Municipal Retirement Fund
- Liability Insurance Fund
- Audit Fund
- ~~1989~~ Debt Service Fund
- Recreational Facilities Fund
- Sports Core Fund
- Special Recreation Fund
- Capital Projects Fund
- Social Security Fund
- ~~Capital Projects Fund~~
- ~~Tennis Center/Operations & Maintenance~~
- Any New Fund Created by the Park District

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All funds will be invested in compliance with 30 ILCS 235/0.01 et seq. ("Public Funds Investment Act"), ~~and~~ the Investment Guide for Illinois Local Governments.

2. MAIN OBJECTIVES

The Park District's main investment objectives shall include the following:

- Preservation of investment principal. ~~investments~~
- Compliance with all legal requirements.
- Maintain sufficient liquidity to meet operating needs.
- Obtain the best possible return while keeping the safety of principal as the primary concern.
- Preference for investment of funds with ~~to~~ those institutions located within the Village limits of Oak Brook; provided that investment shall not be limited in scope or nature to those institutions.

EXHIBIT A

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3. AUTHORIZED INVESTMENTS

The Park District may invest in any type of security allowed by Illinois law; however, the following investment instruments are the only investments that the Park District will consider for investment purposes at this time, absent changes to this policy, ~~to wit:~~

- ~~Interest bearing savings accounts, interest bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act, provided that said bank is United States Banks and are insured by the Federal Deposit Insurance Corporation~~Certificates of Deposit
- Repurchase Agreements ~~of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act. Such government securities shall be either registered or inscribe in the District's name or shall be purchased through banks or trust companies authorized to do business in the State of Illinois.~~
- ~~Bonds, notes, certificates of indebtedness, United States, Treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest.~~
- ~~Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to the following obligations: a) bonds, notes, certificates of indebtedness, treasury bills, treasury strips, or other securities, which are guaranteed by the full faith and credit of the government of the United States of America; or b) bonds, notes, debentures or other similar obligations of the United States of America, its agencies, and its instrumentalities and to agreements to repurchase such obligations.~~Accounts
- ~~Illinois Public Treasurers' Investment Pool, or other Public Treasurers' Investment Pool -created under Section 17 of the State Treasurer Act~~
- ~~Bonds, notes, debentures or other similar obligations of the United States of America, its agencies, and its instrumentalities~~
- ~~Obligations of corporations organized in the United States with assets exceeding \$500,000,000, and rated at one of the three highest classifications by at least two standard rating services at the time of purchase. Such obligations must mature no later than three years from the date of purchase and must not exceed 10% of the corporation's outstanding obligations. Additionally, no more than one-third of the District's funds may be invested in short term obligations of the corporations.~~

~~No investment shall exceed one year.~~ Investment maturity shall depend on whether the funds being invested are needed for current or future expenditures. The determination of investment maturity shall be the responsibility of the Chief Financial Officer.

EXHIBIT A

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4. STANDARD OF CARE

The standard of prudence to be used by the investment manager in the context of managing the overall portfolio shall be the prudent ~~person~~~~investor~~ rule, which states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The ~~Chief Financial Officer~~~~Treasurer~~ and staff, acting within the standard stated above and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported as soon as practical to the ~~Finance Committee or~~ Park Board and that appropriate action is taken to control adverse developments.

5. INVESTMENT GUIDELINES

The Chief Financial Officer shall establish written investment policy procedures for the operation of the investment program consistent with this ~~investment~~ ~~P~~policy. The procedures should include reference to safekeeping, wire transfer agreements, banking service contracts, collateral depository agreements and repurchase agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Chief Financial Officer.

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6. DIVERSIFICATION POLICY

In order to avoid over concentration of investments in securities from a specific issuer or business sector (excluding U.S. Treasury securities), the Park District shall not exceed the following diversification limits unless specifically authorized by the Board of Park Commissioners.

Monies deposited at a financial institution shall not exceed 75% of the capital stock and surplus of that institution.

Investment in the public treasurer's investment pool shall not exceed 75% of the investment portfolio.

Repurchase agreement shall not exceed 25% of the investment portfolio, and shall not exceed 10% of the portfolio with any institution.

7. COLLATERAL AND SAFEKEEPING GUIDELINES

All investments made with financial institutions must be collateralized through third party institutions for investments exceeding the \$~~250100~~250,000.00 limit. Proper documentation, as reviewed by the Park District attorney, will be required from all third-party institutions.

Certificates of Deposit shall be collateralized 105% of the amount exceeding FDIC coverage. Other investments shall be collateralized by the actual security held in safekeeping by the primary agent.

Investment securities shall be delivered by either book entry or physical delivery and held in safekeeping by the institution. The institution shall issue a safekeeping receipt to the Park District listing the specific instrument, rate, maturity and other pertinent information.

8. POLICY FOR ESTABLISHMENT OF A SYSTEM OF INTERNAL CONTROLS

The Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Park District are protected from fraud, error, misrepresentation, loss, theft, cyber-crime, imprudent actions, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept offers reasonable assurance and recognizes that (1) the cost of the control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits require estimates and judgments by management.

Accordingly, the Chief Financial Officer shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures.

EXHIBIT A

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The internal controls shall address the following points:

- Control of collusion;
- Separation of transaction authority from accounting and bookkeeping;
- Custodial safekeeping;
- Avoidance of physical delivery securities;
- Clear delegation of authority to subordinate staff members;
- Written confirmation of telephone transactions for investment and wire transfers; and
- Development of a wire transfer agreement with the lead bank and third-party custodian.

9. CHIEF INVESTMENT ~~INVESTMENT~~ OFFICER AND FINANCE COMMITTEE

The establishment of investment policies is the responsibility of the Park District Board. The Chief Financial Officer is designated as the ~~i~~investment ~~Officer~~manager for the Park District ~~under the direction of the Park District's Finance Committee~~ and is responsible for the investment activities for the Park District. The Chief Financial Officer shall develop and maintain internal controls and written administrative procedures for the operation of the investment program consistent with this policy.

~~The Finance Committee shall be comprised of the Park District Treasurer, who will be the Chairperson, the Chief Financial Officer, a Park Commissioner (other than the Treasurer, if the Treasurer happens to be a Park Commissioner) and/or any other individual(s) that may be so designated by the Park Board.~~

10. PERFORMANCE MEASURES

The investment portfolio will be managed in accordance with the parameters specified within this policy. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. Portfolio performance should be compared to appropriate benchmarks on a regular basis.

Market Yield (Benchmark)

The Park District's investment strategy is passive. Given this strategy, the basis used by the Chief Financial Officer to determine whether market yields are being achieved shall be the three- month U.S. Treasury Bill.

EXHIBIT A

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11. POLICY ESTABLISHING PERIODIC REVIEW OF THE INVESTMENT PORTFOLIO

~~The Finance Committee shall meet on a quarterly basis to review the investment portfolio for safety, liquidity, rate of return, diversification and general performance. The meeting shall be held the last Monday of the quarter.~~

Investments shall be reported to the Park Board through the monthly Treasurer's Report, listing all pertinent information for their review, including the portfolio's effectiveness in meeting the Park District's needs for safety, liquidity, rate of return, diversification and its general performance. The Park Board may require additional reporting from time to time to review securities held by the Park District for possible future investments.

12. POLICY ESTABLISHING QUARTERLY WRITTEN REPORTS OF INVESTMENT ACTIVITIES

The Chief Financial Officer~~Committee~~ will submit a quarterly written report to the Board of Commissioners and the Executive Director. The reports shall include information regarding securities in the portfolio by class ~~or~~and type, book value, ~~income earned~~income earned and market value as of the report date.

13. SELECTION OF INVESTMENT ADVISORS, MONEY MANAGERS AND FINANCIAL INSTITUTIONS

The Chief Financial Officer will maintain a list of financial institutions authorized to provide investment services. No public deposit shall be made except in a qualified depository as established by state statutes.

All financial institutions who desire to become qualified bidders for investment transactions must supply the Chief Financial Officer~~Finance Manager~~ with the following:

- audited financial statements;
- proof of state registration; and
- certification of having read the Park District's investment policy.

~~An annual review of the financial condition and registration of qualified financial institutions will be conducted by the Finance Manager.~~ A current audited financial statement must be on file for each financial institution ~~thor~~ough which the Park District invests.

EXHIBIT A

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14. ETHICS AND CONFLICTS OF INTEREST POLICY

Individuals involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose any material interest in financial institutions with which they conduct business. In addition, such individuals shall disclose any personal financial/investment positions that could be related to the performance of the Park District. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the District.

15. ILLINOIS SUSTAINABLE INVESTING ACT

In the process of evaluating investment decisions, the Chief Financial Officer and Park Board of Commissioners shall regularly consider material, relevant and decision-useful sustainability factors, within the bounds of financial and fiduciary prudence, as defined provided under and pursuant to the Illinois Sustainable Investing Act. Such factors include, but are not limited to:

- Corporate governance and leadership factors;
- Environmental factors;
- Social capital factors;
- Human capital factors; and
- Business model and innovation factors.

15.16. AMENDMENTS

This policy shall be reviewed from time to time and revisions shall be presented to the Board of Commissioners for its~~their~~ approval.

16.17. CONFLICT

In the event of ~~any~~ conflict between any provision of this policy and any federal, state or local law, the provision of the federal, state or local law ~~the Illinois Revised Statutes on case decisions of the State of Illinois, then the statutes and case law decisions shall govern and control~~ prevail.



Treasurer

EXHIBIT A

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Approved: April 8, 1991

Amended: November 14, 1994 Amended: August 11, 1997

Amended: December 13, 1999

Amended: May 18, 2015

Approved by Board of Commissioners May 18, 2015

Revised 1-16-17

4.10 Payment Card Industry Data Security Standards Policy

Purpose

The Payment Card Industry Data Security Standards Policy establishes the District's policies and procedures to protect the sensitive cardholder data, including payment card number, expiration date, name, address and account balance information.

The information covered in these guidelines includes, but is not limited to, information that is either stored or shared via any means. This includes electronic information and information on paper.

All employees should familiarize themselves with the information labeling and handling guidelines defined in the District's Identity Protection Policy, as such Policy is also applicable to payment card data. All payment card data shall be considered most sensitive and treated as such.

Data Flow

Payment Card Data flows through the Oak Brook Park District's electronic processes as follows:

Active-Class → Tender Retail → Global Payments

Or

Tennis Source → Authorize.net → Global Payments

All files containing payment card number data shall be encrypted with 3DES and moved to the archive server for storage when not actively in use.

Policy

Access: Access will be limited to only those individuals (Oak Brook Park District employees and non-employees) whose job responsibilities require such access to provide the services of the District. Individuals approved for data access must first have a background check, which shall be conducted during the District's employment process, to obtain criminal conviction information concerning applicants, as is required by state statute (20 ILCS 2630/3). Individuals granted access shall sign a non-disclosure agreement, and thereby agree not to disclose any information regarding the District's systems and data.

The payment card Primary Account Number (PAN) shall be masked when displayed unless such display is required for business reasons.

Individuals granted access to the cardholder environment shall be issued a unique User ID password, and a two-factor authentication for remote access.

Media Distribution: Any electronic media distribution containing payment card data shall be delivered directly to the addressee with a signature required and such delivery shall be conducted by approved private carriers. All data placed on removable media shall be encrypted.

Electronic Distribution: All electronic distribution of payment card data shall be strongly encrypted using approved methods of transfer such as SFTP or SSL. When connecting to an open, public network via a web browser, HTTPS shall be part of the URL, and SSL certificates from a trusted provider are required. E-mail transmission of payment card data is strictly prohibited. Cut-and-paste and print functions during remote access are prohibited.

Storage: Payment Card Data must be stored on the Oak Brook Park District servers within the "Data Center" environment. No data may be contained on local hard drives, floppy disks, or external media other than authorized backup tapes, where it shall be encrypted. Data shall be encrypted using 3DES when data is not being used in an active production status. No client data files stored on Oak Brook Park District servers shall be kept for more than 2 years. Storage of sensitive information such as CVV/track data is prohibited.

Retention: Data shall be backed up daily. Daily incremental backups are run with Live Vault. Ninety (90) days worth of backup data shall be available online. Quarterly back-up tapes shall be maintained for a maximum of two years. Data will be retained in compliance with client data retention policies.

Segmentation: Cardholder data shall be stored on the Oak Brook Park District internal network and be segmented from any other network zone that has direct internet access.

Third Parties: Any service provider with access to the cardholder environment or with whom data is shared for overlay purposes must be added to the list of "Service Providers with Access to Cardholder Data". An agreement must be in place with the service provider, by which such provider shall acknowledge its responsibility for securing the cardholder data. Oak Brook Park District will not send cardholder data to a third party that is not PCI-Compliant. The Oak Brook Park District shall research a vendor and ensure its PCI status prior to engaging in a business relationship. Once a relationship is established, the vendor's PCI status should be reviewed at least bi-annually.

Tape Storage: A current weekly and monthly backup tape containing encrypted credit card data is removed from "Data Center" and taken to a fireproof safe. Each month, the IT Administrator swaps the previous month's tape for the current month.

Disposal/Destruction: According to the District's record retention policies and schedules, hard copy files shall be shredded. Electronic data shall be expunged/cleared from production and the servers archived using PGP Shredder. Reliably erase or physically destroy media used for any process of Payment Card Data

Monitoring: All traffic within the cardholder environment shall be monitored by the use of an IPS system as well as File Integrity Monitor.

Penalty for deliberate or inadvertent disclosure: Up to and including termination, possible civil and/or criminal prosecution to the full extent of the law.

3DES Key Management

Oak Brook Park District shall use 3DES to encrypt files stored on the network production and archive servers. Each employee is assigned a private key. Files are encrypted using the keys from each employee so each one can access all archived files. In the event an employee leaves the District, the key custodian can revoke the key of the specific employee and access to the encrypted archives would be revoked automatically.

Enforcement Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

4.11 PROCUREMENT CARD POLICY

OVERVIEW

The Oak Brook Park District Procurement Card Program (P Card) with The Private Bank is established to provide an efficient, cost-effective method of making purchases for the Park District.

The P Card is issued with specific spending limits assigned to designated individuals at the District. Eligibility to retain and use a P Card is subject to approval by the Executive Director. Cards may be issued to the following personnel:

ABC Preschool Coordinator
Accounting Administrative Assistant
Administrative Assistant
Administrative Services Assistant
Administrative Services Specialist
~~Account Clerk AP and AR~~
~~Aquatic Center Manager~~
~~Aquatic Center Supervisor~~
~~Assistant Director of Recreation~~
Building Engineer
Building Technician
Chief Financial Officer
Corporate and Community Relations
Custodian, Lead (2)
Director of Parks and Planning
Deputy Director
Executive Director
Facility Coordinator
Facility Supervisor
Finance Manager
Fitness Supervisor
~~Finance Manager~~
~~Director of Recreation and Facilities~~
~~Director of Parks and Planning~~
~~Family Recreation Center Facility Manager~~
~~Family Recreation Center Facility Supervisor~~
~~Fitness Supervisor~~
Graphic Designer
Human Resources Manager
Landscape Specialist
~~IT Manager~~
Lead Aquatic Supervisor
~~Landscape Specialist~~
Marketing and Communications Manager ~~Promotions Manager~~

Park Specialist

Programing Administrative Assistant

Recreation Supervisors (2) Manager

Recreation Manager-Athletics

Registration Coordinator

Superintendent of Facilities

Superintendent of Aquatic and Maintenance Operations

Superintendent of IT and Communications

Superintendent of Recreation

Superintendent of Enterprise Operations

—

Tennis Center Assistant Manager

~~Tennis Center Manager~~

The P Card program is reconciled monthly by the Finance Department to ensure the P Card procedures are followed. The Finance Department is responsible for administering the P Card's purchasing dollar limits. The Executive Director or the individual's immediate supervisor will provide written authorization to the Finance Department when changes are to be made to an individual employee's spending limit.

ELIGIBILITY FOR A PROCUREMENT CARD

A Procurement Card Agreement form (Attachment A) must be completed and submitted to the Chief Financial Officer for review and processing. The application is subject to approval by the Executive Director.

CONDITIONS OF USE

- 1) The P Card is to be used by only the person listed on the card.
- 2) The cardholder will ensure the safe custody of the P Card at all times. When not in use, the P Card may be kept in a secure drawer in their desk or in their wallet.
- 3) The P Card is to be used for only Oak Brook Park District business related expenditures. The cardholder may place an order with a supplier: a) In person; b) by phone or fax; c) by mail; or d) via the internet only when the site has been deemed secure.
- 4) If the P Card is used for a personal expense in error, a voucher is needed for processing, and the cardholder shall immediately provide cash reimbursement for the charges.
- 5) Examples of inappropriate uses for the P Card include, but are not limited to the following:
 - a. Personal expenses
 - b. Personal Identification Numbers (PINs) are not issued such that Cash Advances are not acceptable.
 - c. Alcoholic beverages

- d. Airline tickets and hotel reservations, unless attending a conference with prior authorization from the Executive Director
 - e. Multiple charges to manipulate the purchase limits
 - f. Any purchases not related to Park District business
- 6) The cardholder will ensure sufficient budget funds are available to cover purchases. The cardholder will follow the guidelines of the District's Purchasing Policy (4.12), and Contracts – Policy for the Review, Approval and Execution of Contracts (4.4)
- 7) The Park District is exempt from paying taxes on its purchases. It is the cardholder's responsibility to ensure that the merchant does not charge sales tax on the purchase.
- 8) P Card statements will be sent directly to the Finance Department for payment. The cardholder must submit an Accounts Payable Voucher for each purchase or credit receipt to the Finance Department for use in reconciling the card statement and processing payment. Indicate "Visa" as the vendor name on the Accounts Payable Voucher. The invoice number field on the Accounts payable Voucher is to be used for the name of the location, i.e. Target, Hobby Lobby, Fed Ex and the USPS.
- 9) The cardholder will immediately report lost, stolen or damaged cards or any fraudulent transactions to the Chief Financial Officer, in addition to contacting Customer Service at The Private Bank (886-552-8855) to report lost, stolen or damaged cards immediately. A P Card found after it has been reported loss or stolen must be destroyed by cutting it in half.
- 10) In the event of a disputed charge, the cardholder should try to resolve the dispute directly with the merchant. If the dispute cannot be resolved, the cardholder should immediately contact the Chief Finance Officer. The nature of the dispute and the final resolution of the dispute must be documented by the cardholder.
- 11) Failure to comply with these conditions of use will result in the termination of the issued P Card and the cardholder may be subject to disciplinary action up to and including termination of employment. In addition, a cardholder found to have fraudulently used the P Card is personally liable for any fraudulent charges and shall be required to reimburse the Park District for such charges.
- 12) The P Card is the property of Oak Brook Park District. Upon resignation, termination or retirement, the card must be surrendered to the Chief Financial Officer.

Approved by Board of Commissioners May 14, 2007

Revised July 2, 2015

Revised August 15, 2016

Revised 1-16-17

4.12 Purchasing Policy

Purpose:

This policy and procedure will define guidelines for the purchasing of necessary quality goods and services for the Park District.

GENERAL GUIDELINES

A. ~~All Purchases totaling \$499.99 or less~~ will not require the issuance of a purchase order, ~~with the exception of any purchases to be carried-out with a District issued procurement card ("P-Card"), regardless of the purchase amount.~~ For further information specific to the District's P-Card program, refer to Section 4.11 Procurement Card Policy, which is incorporated into this Purchasing Policy, by reference.

B. Purchases of \$500.00 ~~or more~~ will require the ~~creation~~ completion of a purchase requisition and subsequent issuance of ~~a purchase~~ purchase order prior to the procurement of the goods and/or services. A purchase requisition is a written request to purchase goods and services and requires the appropriate approvals before a corresponding purchase order can be issued. A purchase order authorizes the actual purchase of goods and/or services on behalf of the district.

C. Purchases in excess of \$25,000.00 are subject to additional procedures which are set forth in Section 4.4 Contracts – Policy for the Review, Approval and Execution of Contracts, which is incorporated into this Purchasing Policy, by reference.

~~A-D.~~ Purchases that are identified as "emergency" by the Executive Director are subject to additional procedures which are set forth in Section 4.6 Emergency Expenditures Policy, which is incorporated into this Purchasing Policy, by reference.

E. The appropriate vendor(s) ~~may will~~ need to be contacted to obtain ~~for~~ pricing and other pertinent information so ~~that~~ the employee ("requester") ~~purchase may~~ create the corresponding purchase requisition using the District's purchase order software module ("P.O. module"). ~~order can be completed.~~

~~B-F.~~ Employee access to the P.O. module may only be granted by the Chief Financial Officer or Finance Manager in response to a written request from the appropriate supervisor.

PROCEDURES FOR THE CREATION OF A PURCHASE REQUISITION/ORDER

A. Once a requester has been granted access to the District's P.O. module, he/she may create a purchase requisition as follows:

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a. Requester shall log into the P.O. module and select “add” located in the Data Entry-Purchase Order Entry menu;

b. A purchase requisition form will appear on the computer screen, containing numerous fields that will need to be populated with information such as vendor number, name of approving department, posting date, quantities, pricing, descriptions of the goods and services being requested, as well as the appropriate general ledger accounts. The P.O. module will automatically alert the requester if the requested purchase will result in an “over budget” state to any of the general ledger accounts being used. Once the purchase requisition has been finalized and saved, the corresponding supervisor will receive an electronic notice that the requisition is awaiting his/her review and approval.

B. The supervisor shall review the purchase requisition for accuracy and completeness and may approve it without further modifications, modify it before approving it, permanently cancel it, or deny it and return it to the requester for additional modifications. If approved by the supervisor, the Chief Financial Officer (C.F.O.) will receive an electronic notice that the requisition is awaiting his/her review and approval.

C. The C.F.O. shall review the purchase requisition for accuracy and completeness and may approve it without further modifications, modify it before approving it, permanently cancel it, or deny it and return it to either the supervisor or requester for additional modifications. If the requisition is approved by the C.F.O, the P.O. module will record the appropriate encumbrances and convert the purchase requisition into a purchase order. An email notice will subsequently be sent to the requester alerting him/her that a purchase order has been created, which provides confirmation that the requested purchase of goods and/or services has been approved.

D. When warranted, the requester shall provide the vendor or service provider with a copy of the purchase order document which contains the details of the approved purchase, as well as language concerning the district’s terms and conditions and the Illinois Prevailing Wage Act. See Exhibit “A” for a sample of a completed purchase order.

G.G. Pre-numbered purchase order forms can be obtained from the Chief Financial Officer or designated person when he or she is away from the office. Appendix B.

D.H. The pre-numbered purchase order is a 2-ply carbonless form. The top copy will be filed numerically in a binder and remain in Accounting, the yellow copy will be given to the initiator once all the approvals/signatures have been obtained.

E.I. The yellow copy of the completed purchase order will need to be attached to the A/P voucher and vendor invoice. The invoice must reference the PO #. This paper work will then be placed in the A/P inbox in Accounting for entry into the MSI Accounts Payable System. The pricing on the invoice will need to match the pricing on the purchase order. Any discrepancies will need to be approved by the initiator’s Director. Estimated shipping, handling and fuel surcharges will need to be on the purchase order as well.

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Any discrepancies from the estimated shipping, handling and fuel surcharges will need to be approved by the initiator's Director as well.

~~F.J. A/P vouchers \$500.00 and greater will not be processed if the 2nd ply of the purchase order is not attached to the original invoice.~~

~~G.K. The Procurement Card (P Card) will continue to be used for purchase of goods and services. All purchases \$500.00 and greater made on the P Card will require a purchase order prior to the purchase. For further information on use of the P Card, see Section 4.11 Procurement Card Policy, which is incorporated as part of this Purchasing Policy by reference.~~

~~H.L. The process for making purchases in excess of \$25,000 is set forth in Section 4.4 Contracts — Policy for the Review, Approval and Execution of the Contracts of this Manual, which is incorporated as part of this Purchasing Policy by reference.~~

~~I. The process for making emergency purchases is set forth in Section 4.4 Contracts — Policy for the Review, Approval and Execution of the Contracts and Section 4.6 Emergency Expenditures Policy, which are incorporated as part of this Purchasing Policy by reference.~~

~~J. For purchasing authorization and approval limits, see Sections 4.4 Contracts — Policy for the Review, Approval and Execution of the Contracts.~~

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Approved by Board of Commissioners October 18, 2010
Revisions approved August 15, 2016
Revised 1-16-17

PURCHASE ORDER
APPENDIX B.

938851

TO _____ SHIP TO _____
ADDRESS _____ ADDRESS _____
CITY _____ CITY _____

REQ. NO.	FOR	DATE REQUIRED	TERMS	HOW SHIP	DATE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18		Requested By:			
19		Approval Level			
20		1.			
21		2.			
22		3.			

OUR ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, ETC.
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED.

PLEASE SEND COPIES OF YOUR INVOICE WITH ORIGINAL BILL OF LADING

PURCHASING AGENT

**~~ACKNOWLEDGMENT OF OAK BROOK PARK DISTRICT
PURCHASING POLICY~~**

~~Please sign and date this acknowledgment and return it to the Human Resources Department.~~

~~I fully understand and will comply with the Oak Brook Park District's Purchasing Policy which
was approved by the Oak Brook Park District Board of Commissioners on August 15, 2016.~~

~~Employee Signature: _____~~

~~Print Name: _____~~

~~Date: _____~~

Approved by Board of Commissioners October 18, 2010, with revisions approved August 15,
2016, January 17, 2016

4.13 Month End Report Distribution Procedures

For Staff: Each month the ~~Account Clerk~~ Finance Manager will electronically distribute the month end reports to the department heads, ~~supervisors and manager who oversee their respective cost center(s).~~

The steps needed to run the monthly report are as follows:

Log into the General Ledger ~~(BS&A) (MSI).~~

- ~~Select Reports from the command bar/tool bar.~~
- ~~Scroll down to Report Profiles.~~
- ~~Select profile name, Departmental Month End Reports.~~
- ~~Select Set Global Options located at the bottom of the screen, set period ending date by checking the box and selecting the appropriate month end close date. Once the date has been edited, select ok. The system will take you back to the report profile screen.~~
- ~~Select Run All Reports located in the lower right hand corner of the screen.~~
- ~~Once the report compilation is complete close the report profile screen.~~
- ~~Each compiled report will automatically be sent after the report profile screen has been closed.~~

~~Once the reports have compiled and have been distributed electronically, the Finance Manager will randomly open one report to review the data and date.~~

- ~~Select the Revenue & Expense Report Menu.~~
- ~~Select Actual vs. Prior vs. Budget.~~
- ~~The above reports are compiled/distributed for each month.~~

~~The Selection Menu will appear once the report has been highlighted.~~

Select:

- ~~fund~~
- ~~Accounts within a specified department~~
- ~~Print activity thru account period~~

~~Email reports to each department head.~~

~~If cost center is over/under budget by 10%, a detailed explanation must be prepared and reported to the Chief Financial Officer.~~

Approved: February 28, 2017

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~~For the Park District Board of Commissioners:~~ The Chief Financial Officer will prepare month end reports to distribute to the Park District Board of Commissioners at the monthly board meeting.

Approved: February 28, 2017

4.14 Payroll Processing and Fraud Control Procedures

Payroll is processed on a biweekly basis by the Human Resource Manager. All employee time must be entered into the District's electronic timekeeping system (TimePro) and approved by the employee's direct supervisor. Supervisors must approve payroll by 12:00 noon on the Tuesday of a payroll week.

Once all time records have been approved, the Human Resource Manager reviews the Timepro Hours Worksheet Report for possible errors and consults with supervisors to make corrections as needed. The Human Resource Manager uploads the TimePro time records into the BS&A Payroll System and enters necessary pay adjustments in the payroll system. Paystubs are created and emailed to employees who have elected direct deposit. Live checks are created and put in envelopes for employees choosing that mode of payment. The direct deposit file is uploaded into the bank and scheduled for release on the applicable pay date. The Human Resource Manager prepares and sends the tax and liability payments via ACH or live check.

The Human Resource Manager is responsible for biweekly journal entries, monthly IMRF pension and wage reporting, as well as quarterly and annual tax reporting.

The Chief Financial Officer reviews the Payroll Register prior to the pay date.

Payroll Fraud Control

The following control measures are in place to minimize the possibility of payroll fraud.

Division of Duties

Authorization and recordkeeping over the payroll function are appropriately segregated. New hire, termination, and pay rate changes are initiated by the department supervisor/manager and approved by the department director and Executive Director before being processed by the Human Resource Manager. In addition to the Human Resource Manager that regularly processes payroll, the Chief Financial Officer reviews the biweekly Payroll Register prior to each pay date and approves the direct deposit file in the bank. Payroll checks and direct deposit disbursements are drawn on a zero-balance bank account. This bank account is reconciled monthly by the Chief Financial Officer.

Payroll Report Review

The Chief Financial Officer reviews the biweekly Payroll Register as well as periodically inspects the payroll system audit reports.

Direct Deposit Verification

Direct deposit payment requests are reviewed and verified by the Human Resource Manager. An employee requesting direct deposit of their pay is required to complete a Direct Deposit Authorization Form and attach a voided check or official bank verification listing the employee's name, routing number and account number(s). The Human Resource Manager reviews the paperwork for consistency between the two documents and enters the information into the

BS&A Payroll System. Prior to payroll processing, a prenote file is sent through the District's bank to verify the accuracy and active status of the routing and account numbers.

Payroll Check Stock and Electronic Signature

Access to the payroll paper check stock and electronic signature is limited to the Human Resource Manager, Finance Manager, and Chief Financial Officer. The paper check stock is secured in a locked cabinet located in a limited access office. The check authorization signature is secured in the BS&A Payroll System accessible only by password.

4.15 Budget Process Procedures

Preliminary Budget Work

The Chief Financial Officer (CFO) and Finance Manager are responsible for the preliminary work related to the budget. In December of each year, staff will update the budget calendar. This calendar must include important dates for all aspects of the budget process as well as the legal filing deadlines. At this same time, the CFO and Finance Manager will work on the budget guidelines. These guidelines include guidance on cost increases for the coming year, as well as the percentage fee increase for each program to continue the District's operations.

Budget Goals Process

Staff is required to create budget-related goals each year for each budget area. This process also includes evaluating the outcomes of the previous year's goals. This process usually begins in July (creating the Annual Report) and is reviewed throughout the budget process by the CFO and Executive Director. These goals are to be measurable and should be tied to the District's strategic initiatives and goals and objectives for the District.

Budget Document Creation

Each staff member is responsible for entering a majority of their budgets related to the area they oversee. Finance & the Human Resource Department are responsible for entering items including full-time wages, utilities, bank fees, etc. After all information is entered into the District's financial software (MSI), meetings will be held with department heads, the Executive Director, CFO and Finance Manager. The Finance Manager is responsible for compiling all information and assembling into the budget documents. The working budget will be presented to the board at the budget workshop.

Budget and Appropriation Ordinance

The District completes the budget which is the baseline staff uses when making purchasing decisions in that given year. However, the Park District is subject to the Budget and Appropriation Act under the Park District Code (70 ILCS 1205). This act requires the District will approve a Budget and Appropriation Ordinance before the beginning of the fiscal year. The code also requires the District place the Budget and Appropriation Ordinance on the table for public display 30 days prior to the public on the ordinance. This public hearing on this ordinance occurs at the April Board Meeting. As a matter of practice, the District approves the Budget and Appropriation Ordinance at the April Regular Board Meeting. This ordinance, once approved by the Board of Commissioners, must be filed with the Cook County Clerk's Office and the DuPage County Clerk's Office no later than the last Tuesday of the fiscal year. When filing, make sure to receive a filing certificate and place the ordinance and filing certificate in the Finance Office for tracking purposes.

Final Steps

In formulating the Budget and Appropriation Ordinance, the District must appropriate amounts the District can legally spend. Final approved budgets are to be distributed to staff before the beginning of the fiscal year. The budget information is to be imported into the newly created fiscal year in the General Ledger module before the beginning of the new fiscal year.

4.16 Wire Transfers/ACH Transactions Procedures

Wire transfers/ACH (Automated Clearing House) transactions are necessary for various operations of the park district. Wire transfers/ACH transaction can be initiated by the park district through the bank. An ACH transaction can also be initiated by a vendor that has received authorization from the district's Executive Director, CFO or Finance Manager. The park district commonly uses wire transfers/ACH transactions for the following reasons:

- CD investments or other investments.
- To expedite payments to various vendors for bond, credit card, insurance, payroll tax and utility payments.
- To transmit the 457 deferred compensation employee payroll deductions to the providers every pay period.

5.1 Coordination of Recreational Programs and Facilities

The Oak Brook Park District will continually strive to seek cooperative recreational programming efforts whenever appropriate. It will also coordinate program planning with community groups in order to avoid duplication of programs and services for its residents. The District's staff will be responsible for cooperative planning that will benefit the start of or a continuation of programs and services. The intent of these arrangements would be to make the best use of available resources (facilities, equipment, financial and staff/volunteers) for the community.

5.2 Group Fitness Schedule Policy

The Oak Brook Park District offers a complimentary, seasonal schedule of group fitness classes to members and paid guests of the Family Recreation Center. The Group Fitness Schedule is published at least 3 times throughout the year, in conjunction with the seasonal brochure. Class change, addition or removal requests will be evaluated by staff on an ongoing basis, however, the addition of a new class to the current schedule will only take place at the beginning of the next seasonal group fitness schedule.

In the case of a class that reaches capacity for three consecutive weeks, staff will have the option to add a similar class to the group fitness schedule prior to the start of the next seasonal group fitness schedule. Staff will also have the ability to add a class prior to the start of the next seasonal group fitness schedule should another safety concern or personnel change exist.

On certain holidays or special occasions, staff may create a special schedule, to supplement or in lieu of the seasonal group fitness schedule. This special occasion schedule would be for a short duration and used to accommodate holiday facility hours or to promote or experiment with new group fitness classes.

A class may be cancelled, at staff's discretion, if it has not met a minimum of six participants in attendance for 3 consecutive weeks. In the case of a class cancellation due to low attendance, staff may replace that class with a different class prior to the start of the next seasonal group fitness schedule.

5.3 Policy on Providing Recreation Programs

The Park District should provide a broad and diversified selection of recreation programs and services for various ages and interests. The District, in planning recreational programming and special events, shall take into consideration the participants' needs, geographic location, financial resources and safety.

5.4 Oak Brook Park District Procedure for Maintaining Statistics for Recreational Needs

In order to ensure that the Park District is fulfilling its missions and is meeting the recreational needs of the community, recreation staff will review and maintain year end participation reports of its programs and facilities.

5.5 Recreation Programs, Memberships, and Facility Fees Policies

Establishing Resident Rates for In-House Programming and Special Events

Resident rates for in-house programming and special events run by the Oak Brook Park District will be set at 100% cost recovery. The park district sets the fees, dates, times, locations and assigns the instructor.

Non-Resident Fee Policy

- Non-resident fees will be set at 25% or more of the resident fee.
- The exception to this policy is Pioneer programs and travel club, in which a 25% fee would be cost prohibitive.
- Non-residents fees for day trips will be at least an additional \$6 higher than the resident fee.
- Travel club will have one rate for resident and non-resident due to the high cost of the program and the necessity to draw from surrounding communities to make the trips run.

Contract Programs

The park district may hire a company to provide recreation programs. The park district will be compensated at least 25% of the registration fees.

Fee Increase Policy

1. With the approval of the Executive Director or Deputy Director, Director of Recreation and Facilities or Director of Parks and Planning, park district staff has the ability to increase fees up to 5% for programs that have a fee of \$20 or greater without board approval. Staff is permitted to round up to the nearest quarter dollar in order to make round numbers. For programs with a fee under \$20, staff may increase fees up to \$1.00 without board approval.

Staff can increase fees in this manner without board approval for the following areas:

- Daily fees at the Family Recreation Center and the Tennis Center
- All recreation programming, including tennis programs
- Special Events
- Tennis Center Court Fees
- Personal training rates
- Parties

Staff must receive approval from their director prior to raising any fees. Factors that must be considered when raising fees are as follows:

- Consumer Price Index (CPI)
- Previous fiscal year average merit increase for staff compensation
- Average total fixed expense increase
- Competitor and market analysis of fees (Benchmarking)

2. Approval by the Board of Commissioners is required for increasing fees in the following areas:

- Memberships
- Facility Rental Fees

If an increase is needed in Memberships or Facility Rental Fees, staff shall prepare a recommendation to the Board of Commissioners for the increase. The recommendation shall be presented at a Regular Meeting of the Board of Commissioners. Factors that must be considered when preparing a recommendation for increasing these fees are as follows:

- Consumer Price Index (CPI)
- Previous fiscal year average merit increase for staff compensation
- Average total fixed expense increase
- Competitor and market analysis of fees (Benchmarking)

Upon the approval by the Board of Commissioners, the increased rates shall become effective. The effective date for such increase may be determined by the Board of Commissioners and staff. Ideally the rate increase shall first be published in the next publication of the Park District's Brochure.

3. Staff requesting a fee increase greater than 5% must seek Board approval utilizing the procedure provided in section 2, above.

All fee increases must correlate with the "Definitions for the Use of and Membership in Park District Facilities and Recreation Programs."

Revisions Approved by Board of Commissioners: November 14, 2016

Approved by Board of Commissioners June 17, 2013

5.6 VIOLENCE AND AGGRESSIVE BEHAVIOR POLICY

Statement of Policy:

The safety and security of all employees is of primary importance at the Oak Brook Park District (the "District"). Threats, stalking, threatening and abusive behavior, or acts of violence, including any threat of or action to cause bodily harm or property damages to employees, visitors, customers, or District facilities or property, by anyone on District property, on a District-controlled site, or in connection with District employment, facilities, programs or services will not be tolerated. This includes words or actions made in jest.

Perceptions and circumstances vary; therefore, each situation must be assessed on a case-by-case basis, and considerable judgment and discretion must be exercised by each employee, as well as by the District as an organization, in determining if a violation of this policy has occurred, and what consequences may be appropriate. Pending the outcome of an investigation, a person who is initially determined to have violated this policy shall be removed from the District's premises as quickly as safety permits, and shall remain off the District's premises until the investigation is completed.

Employee Responsibilities:

All employees are responsible for notifying their Department Head or the Executive Director of any violations of this policy. "Reportable Behavior" includes, but is not limited to, threats, stalking, threatening and abusive behavior, or acts of violence, including any threat of or action to cause bodily harm or property damages, and also includes a series of seemingly minor offenses that appear to be a pattern of acts that can be interpreted as an intention or attempt to intimidate or interfere with the duties of District employees or with the District's facilities, programs, or services.

If a situation or incident is currently ongoing, or if the incident involves a threat of bodily harm, actual bodily harm or property damage, a call should be made to 911 immediately.

Even without a specific threat, all employees should report any behavior they have witnessed that they regard as potentially threatening or violent, or that could endanger the health or safety of an employee or customer.

Supervisors and Department Heads are required to notify the District's Executive Director and Safety Committee of all Reportable Behavior. Documentation of any incident shall be completed on an Accident/Incident Report (PDRMA Form 01) and, if an employee is injured, on Employee Injury/Illness Report (PDRMA Form 04). A copy of such report(s) shall be provided to the Safety Coordinator within twenty-four (24) hours, for transmission to PDRMA.

Employees are responsible to report all Reportable Behavior regardless of the relationship, including family relationships, between the individual who initiated the behavior and the person or persons being threatened or harmed.

Investigation:

The Executive Director, Department Heads, and Safety Committee shall give top priority to all reported incidents of workplace violence and will work with PDRMA, local law enforcement officials, or other resources as appropriate to safeguard employees, protect the District's resources, conduct any needed investigations, and assist in ensuring that the appropriate administrative or criminal action is initiated.

Following investigation, the District will initiate a prompt and appropriate response, which may include, but is not limited to, suspension or limitation of any business or customer relationship; access to District facilities, programs or services; reassignment of an employee's job duties, suspension or termination of employment; referral to appropriate law enforcement agencies for arrest; or civil or criminal prosecution of the person or persons involved. The District reserves the right to take any necessary legal action to protect its employees and customers. Investigation results shall be conveyed, in writing, to the reporting employee, the Executive Director and the Safety Committee.

Confidentiality:

The District has developed confidentiality procedures that recognize and respect the privacy of the reporting employee with respect to sensitive information; however, the District cannot promise absolute confidentiality. A report to a law enforcement agency or other governmental agency may be necessary depending on the circumstances but, in any case, the District will seek to maintain the anonymity of the reporting individual when and to the extent reasonably possible.

Employee Assistance Programs:

Various assistance programs are available to employees who are exposed to a workplace violence incident. Department Heads shall offer formal assistance via available programs to any employee who has been a victim of or has witnessed an incident of violence.

Discipline of an Employee Who Perpetrates Violence:

Department Heads shall initiate appropriate disciplinary action against any employee who has perpetrated violence, in consultation with the Executive Director and Safety Committee.

Parent Code of Conduct as to District Programs Involving Minor Participants:

The District seeks to provide successful and positive experiences in developmental sports and recreational activities for minors, by offering fundamental skill and social skill development and fun for all participants.

Parents and adult guardians of minor participants in District programs shall refrain from harassing, berating, insulting, or otherwise engaging in any inappropriate conduct toward staff, volunteers and, when applicable, coaches, participants, other parents, guests, and officials. Appropriate discussion of concerns regarding a parent's child, a program or activity with the appropriate staff, coach or league supervisor is welcomed, so long as the discussion is

undertaken in a courteous, constructive, and respectful manner. To this end, parents and adult guardians shall follow these guidelines:

- Encourage good sportsmanship and appropriate behavior by demonstrating mature and respectful behavior; by communicating and dealing with conflict in a polite, courteous, and constructive manner; and by serving as a positive role model.
- Place the emotional and physical well being of minor participants ahead of any personal desire.
- Reinforce to their own child the importance of conducting oneself in a safe and respectful manner, and of treating other children, staff, volunteers, coaches and officials with respect, regardless of race, gender, creed, disability, religion, sexual orientation or ability.
- Support and show a positive attitude toward staff, volunteers, coaches and officials.
- Remember that District activities and programs involving minor participants are for their benefit and not for the benefit of adult spectators.
- Use best efforts to make programs and activities involving minor participants a fun experience for them.
- Inform the District of any special need, impairment or ailment that may affect the safety of their own child or others.

Violation of these guidelines may be cause for suspension of access to District facilities, programs and services for the parent or adult guardian and, potentially, for his or her child.

Right of Access to District Facilities, Programs and Services:

The District recognizes that, in the absence of good reasons to the contrary, members of the public have a right of access to District facilities, programs and services, and it welcomes and responds to constructive criticism from the public. Nevertheless, there are circumstances in which access to District facilities, programs and services will be limited or suspended as to certain individuals, by notice sent to the individual in writing. Such circumstances shall include, but not be limited to, the following:

- Where an individual engages in personal abuse of an employee or customer, or makes inflammatory, threatening or intimidating statements or comments.
- Where an individual has engaged in violent behavior causing bodily harm or property damage.
- Where full access would be likely to compromise the District's obligations as an employer to its employees.
- Where full access would be likely to compromise any statutory obligations to which the District is subject.
- Where full access would be likely to be wasteful of the District's resources.

- Where full access would be likely to encourage or allow rude and abusive behavior.
- Where an individual fails to reply to written communications from the District, or sends a written communication that contains substantially and clearly inappropriate content, such as abusive or threatening language or personal attacks.
- Where an individual telephone caller uses inappropriate language such as abusive or threatening language or personal attacks to District employees.

If an individual who violates the foregoing policy appears to have impaired mental capacity, any action to limit or suspend access to District facilities, programs or services shall be undertaken only after consultation with the Executive Director. If an individual who violates the foregoing policy is under the age of eighteen (18), any action to limit or suspend access to District facilities, programs or services shall be coordinated with a parent or adult guardian.

If limits on or suspension of access to District facilities, programs and services have been imposed for a period over six (6) months, the individual may apply to the Executive Director, in writing, to have any or all of the limitations or any suspension reviewed and potentially lifted. Such an application may be made no more frequently than every six (6) months.

A list shall be maintained of all customers whose access to District facilities, programs and services has been suspended or limited, and the specific limitations imposed. Such list shall be kept in strict confidentiality, except that District personnel who accept registrations, memberships or daily use fees shall be provided with such list. If a customer appears at any District facility or program after being informed of a suspension or limitation on his or her use of District facilities, programs and services, and refuses to leave, the local police authorities shall be called to assist in removing such customer.

The Safety Committee:

The Safety Committee shall provide training to Department Heads and staff to ensure they are familiar with this policy, procedures for dealing with a hostile employee or customer, and techniques for defusing volatile situations and aggressive behavior.

The Safety Committee shall also conduct an audit or survey of potential hazards at all District facilities, programs and work locations, with special emphasis on remote locations.

Section 5.7 Private / Group Instruction and Training Policy

The Oak Brook Park District cannot adequately control and has no responsibility for the quality of personal training / group fitness, tennis, and swim instruction or any other recreation instruction from individuals that are not employed by the Oak Brook Park District. These individuals may not have adequate academic background, national certifications, training, ability, or experience to properly conduct lessons or classes. The use of the Oak Brook Park District by unauthorized individuals/contractors for personal training/group fitness, tennis, swim or general recreation instruction is also in direct competition with the programs and services offered at the Oak Brook Park District.

The Park District desires to ensure the safety and quality of all group instruction and personal training offered at the Oak Brook Park District. Therefore, only Oak Brook Park District employed staff are authorized to promote and provide personal training/group instruction services at Oak Brook Park District owned/managed facilities and parks.

Unless authorized by the Executive Director by written letter, permit, or contract, non-authorized individuals/contractors are prohibited from:

- Soliciting Park District patrons/attendees to promote his or her private / group instruction, personal training or other such recreational programming services.
- Conducting private / group instruction, personal training or other such recreational programming services at Oak Brook Park District owned/managed facilities or parks whether such non-authorized training is organized or conducted for profit or non-profit.

The Park District reserves the right to question anyone on Park District owned/managed property regarding unauthorized training, if he/she appears to be exhibiting any of the following (but not limited to), or related behaviors:

- **Writing and/or designing a program, class or workout for fitness, tennis, swimming, athletics or general recreational programming for a patron.**
- **Explaining and providing exercise directions to a patron or group of patrons.**
- **Assisting a patron with technique, or any specific instruction, but not exercising with that individual during all portions of the workout.**
- **Directing exercise order or duration for a patron.**
- **Assisting a patron with equipment and adjustments.**
- **Any behavior perceived to be training, instructing, or conducting a recreational program on Park District owned/managed property without prior written authorization.**

Any unauthorized individual/contractor that is conducting or is giving the perception of conducting personal / group instruction, personal training or other such recreational programming at any Park District owned/managed facility or park will be asked to leave the facility or park without reimbursement of any fees paid. In addition, the Park District reserves the right to suspend or revoke membership(s), guest privileges, or rental permit(s) for anyone in violation of this policy as codified in **Chapter 7. Offenses Affecting District Functions of the General Use Regulations of the Oak Brook Park District, with further penalties enforced, including:**

- Summoning 911 for police enforcement.
- Exclusion from the Park District, its programs, facilities, and parks, whether such facility or park is owned or managed by the Park District.
- Fines.
- Civil Suit.

6.1 Definitions for the Use of and Membership in Park District Facilities and Recreation Programs

The following definitions are hereby approved by the Board for use in implementing the Fee Schedule:

- A. The term “Corporate Resident” as used in the Fee Schedule shall mean any individual with a business address located within the jurisdictional boundaries of the Oak Brook Park District. A letter on corporate letterhead verifying current employment is required.
- B. The term “Family” as used in the Fee Schedule shall mean three (3) or more individuals related by blood, marriage, or adoption, who are domiciled in the same dwelling unit. “Family” shall include parents plus one (1) or more dependent children seventeen (17) years of age or younger, or parents plus one (1) or more children twenty-one (21) years of age or younger if such a child is currently registered as a student and has a valid student ID.
- C. The term “Non-Resident” as used in the Fee Schedule shall mean any individual whose primary residence is not a dwelling unit located within the jurisdictional boundaries of the Oak Brook Park District.
- D. The term “Resident” as used in the Fee Schedule shall mean any individual whose primary residence is a dwelling unit located within the jurisdictional boundaries of the Oak Brook Park District. The term “Resident” shall also mean any full-time employee of the Village of Oak Brook or of Community School District 53.
- E. The term “Adult” as used in the Fee Schedule shall mean any individual eighteen (18) years of age or older.
- F. The term “Adult Plus One” as used in the Fee Schedule shall mean two (2) members of the same household (Siblings Excluded).
- G. The term “Junior” as used in the Fee Schedule shall mean any individual seventeen (17) years of age or younger, or any individual twenty-one (21) years of age or younger with valid student ID.
- H. The term “55+” as used in the Fee Schedule shall mean any individual fifty-five (55) years of age or older, with valid proof of age.
- I. The term “55+ Plus One” as used in the Fee Schedule shall mean two (2) members of the same household, both of whom are fifty-five (55) years of age or older, with valid proof of age.

- j. The Term “Resident Community Organizations” shall mean any non-profit 501c3 groups, civic organizations and governmental units whose place of business or operations is within the Oak Brook Park District jurisdictional boundaries.
- k. The term “Nonresident Community Organizations” shall mean any non-profit 501c3 groups, civic organizations and governmental units whose place of business or operations is outside the Oak Brook Park District jurisdictional boundaries.
- l. The term “Business/For Profit Organizations” shall mean a legally recognized, company, enterprise or firm designed to provide goods and/or services to consumers and whose primary purpose is to realize a monetary gain or return for the owners or shareholders thereof.
- m. The term “Non-Profit Groups or Organizations” shall mean a tax exempt charitable, educational or service organization whose purpose is to raise and use funds to serve the public good and not to realize a monetary gain or return for the owners and shareholders thereof.”

Revisions approved by Board of Commissioners: November 14, 2016

Approved by Board of Commissioners May 9, 2011 - Resolution 11-0509

Section 6.2 GENERAL USE REGULATIONS

Oak Brook Park District
of DuPage and Cook Counties, Illinois

1450 Forest Gate Road
Oak Brook, IL 60523
630-990-4233

Review and Revisions: August 20, 2018
Revision to Section 4.30 approved September 21, 2015
Approved by Board of Commissioners March 17, 2014
Ordinance 14-0317
Ordinance 11-1213

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Chapter 1. General Provisions

Sec. 1.1 Control Over District Property

Control over District property shall be vested in the Board of Park Commissioners, which has established these Regulations, and may establish other rules and regulations from time to time in its sole discretion, as well as penalties for violations thereof.

Sec. 1.2 Designation and Citation of Regulations

The regulations embraced in this and the following chapters and sections shall constitute and be designated as “The General Use Regulations of the Oak Brook Park District” and may be so cited.

Sec. 1.3 Definitions

When used in these General Use Regulations, the following terms shall have the meanings set forth below:

“Board”

Means the Board of Park Commissioners of the District.

“Court”

Means the Circuit Court of the 18th Judicial Circuit, DuPage County, which has jurisdiction over District legal disputes.

“District”

Is the Oak Brook Park District of DuPage and Cook Counties, Illinois.

“District property”

Is all of the property, real and personal, of every kind 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, beach, park, playground, minerals, overhead air rights, easements, wilderness or open space, or other structure or public place or facility, and all District waters located on or adjacent to or flowing over property located within the jurisdiction of, or owned, administered, leased or licensed by, or otherwise in the possession or under the control of the District.

“District waters”

Includes all water located on or adjacent to or flowing over land located within the jurisdiction of, owned, leased or licensed by, in the possession of, under the control of, or generally administered or operated by the

District, including, without limitation, all natural or manmade lakes, rivers, creeks, streams, ponds, and drainage ways.

“Executive Director”

Is the Executive Director of the District.

“Permit”

Is the written authorization issued by or under the authority of the District, by a District officer or employee empowered to grant said authorization, to a Person to do or engage in a particular act or acts on District property. Said authorization is subject to the terms and conditions specified in the Permit, as well as these Regulations and any applicable federal, state, local, and/or other District laws, ordinances, rules, and regulations.

“Person(s)”

Means any individual, natural person, firm, partnership, association, corporation, company, trust, organization or any other group acting as a unit, or any manager, lessee, agent, servant, partner, member, director, officer or employee of any such group, or any of them, including any executive administrator, treasurer, receiver or other representative appointed according to law. This definition shall not include the District and any authorized officer, employee (full or part-time, regular or short-term), or agent of the District when acting within the scope of his authority.

“Regulations”

Means the General Use Regulations of the District approved by the Board and all amendments and supplements thereto.

“State”

Means the State of Illinois.

Sec. 1.4 Rules of Construction and Scope

In interpreting these Regulations, the following rules of construction shall be observed.

a). Words and Terms:

And/Or

“And” may be read “or” and “or” may be read “and” if the sense requires it.

Gender

Words in any section importing the masculine gender shall include the feminine and neuter as well as the masculine.

May

The word “may” is permissive and discretionary.

Shall

The word “shall” is mandatory.

Singular/Plural

Any term in the singular shall include in the plural.

b). These Regulations are in addition to and supplemental to all applicable state, federal, local, and District laws, ordinances, rules, and regulations including without limitation the Park District Code (70 ILCS 1205/1-1 *et seq.*).

c) The meaning of any term, phrase, or word not otherwise defined in these Regulations 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 these Regulations or in such applicable federal, state, local, or District laws, ordinances, rules, or regulations, shall retain its ordinary and properly understood meaning.

d) An attempt to commit an act or engage in an activity prohibited under these Regulations 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.

e) These Regulations 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 officer, 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 by such person to assist him.

Sec. 1.5 Regulations to be Liberally Constructed

All general provisions, terms, phrases and expressions contained in these Regulations shall be liberally construed in order that the true intent of the District may be fully carried out.

Sec. 1.6 Designations and Headings; Construction

All designations and headings of chapters, articles, divisions and sections are intended only for convenience in arrangement and as mere catchwords to indicate the contents of such chapters, articles, divisions or sections, whether printed in boldface type or italics and shall not affect the meaning or construction, nor be used in the interpretation, of any provision of these Regulations.

Sec. 1.7 Conflicting Provisions

- a) If the provisions of different chapters, articles, divisions or sections of these Regulations conflict with or contravene each other, the provisions of each chapter, article, division or section shall prevail as to all matters and questions most closely arising out of the subject matter of that chapter, article, division or section.
- b) If clearly conflicting provisions are found in different sections of the same chapter, the provisions of the section last enacted shall prevail unless the construction is inconsistent with the meaning of that chapter.
- c) Notwithstanding the foregoing, in the event of any conflict in the provisions of these Regulations, the more specific or more stringent provision shall govern.

Sec. 1.8 Amendments and References to Regulations

Any additions or amendments to these Regulations, when passed in such form as to indicate the intention of the Board to make the same part of these Regulations, shall be deemed to be incorporated in these Regulations so that a reference to the General Use Regulations of the District shall be understood to include them.

Sec. 1.9 Severability

It is declared to be the intention of the Board that the sections, subsections, paragraphs, sentences, clauses and words of these Regulations are severable. If any sections, subsections, paragraphs, sentences, clauses or words are declared unconstitutional or otherwise invalid by the lawful judgment or decree of any court or competent jurisdiction, its

unconstitutionality or invalidity shall not affect the validity of any of the remaining sections, subsections, paragraphs, sentences, clauses and words of these Regulations, since such remaining sections, subsections, paragraphs, sentences, clauses and words would have been enacted by the Board without and irrespective of any unconstitutional or otherwise invalid section, paragraph, sentence, clause or word being incorporated into these Regulations.

Chapter 2. Protection and Use of District Property

Sec. 2.1 Public Use; Hours

a) Regular Hours:

1) Except as otherwise provided in this section, and except for Central Park, District property shall be open to the public from sunrise in the morning until sunset in the evening of the same day, and shall be closed to the public from sunset each day until sunrise the following day, unless in connection with a District-sponsored function or unless a Permit therefor has first been obtained from the District. The Board may establish other hours during which District property or any parts thereof shall be opened or closed to the public. The District may periodically revise these hours.

2) The general hours of operations for District facilities located in Central Park shall be published in the District's Program Brochure and on its website. Central Park shall be open to the public from sunrise in the morning until sunset in the evening of the same day, except for portions utilized for facility parking or portions granted extended hours of use by Permit. Only the lighted portion of such facilities, parking lots and fields shall remain open after sunset.

3) 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 a Permit therefor has first been obtained from the District.

b) Special Closings. The District may close one or more parts of District property, including athletic fields, facilities, 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 only as to certain uses, as deemed advisable and in the best interest of the public and the District.

c) Schedules, Fees, Rules, and Regulations. Time schedules for the operation of, and the activities to be conducted on District property, and the amount of facility permit and program fees may be reviewed and approved periodically by the Board. As permitted by law, fees charged to non-residents of the District need not be the same as fees charged to 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 may be posted at or on the applicable District property, published in the District's 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 or agents of the District when using District property.

d) Admissions/Identification. No Person shall enter into, or be or remain in or upon District property without paying any required admission fees, without complying with any required registration requirements that may be established by the District, and without displaying any required admission identification. All required 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 required lost admission identification cards, papers, and tickets.

Sec. 2.2 Bringing Plants, Shrubs or Trees Prohibited

No Person shall bring into or upon District property any tree, shrub, or plant, or portion thereof that was not purchased by the District for planting or use on District property; provided that any Person who has obtained a Permit to use District property, or any portion thereof, for an event, may bring plants or flowers onto District property for use only in conjunction with such event.

Sec. 2.3 Camping

a) No Person shall place, erect, or use any hammock, swing, tent, shelter or any other type of temporary or permanent camping equipment, or otherwise camp in any manner on District property, unless a Permit therefor has first been obtained from the District.

b) Persons holding a valid camping Permit may display signs in accordance with Section 4.2(b)(4) of these Regulations.

Sec. 2.4 Criminal Trespass to Property

No Person shall:

a) Enter or remain in any building or portion of District property where Persons are prohibited by the District from entering by a sign or other notice, including where use is restricted to Persons of the opposite sex, except as otherwise specifically provided in these Regulations:

b) Enter or remain in or on any District property when it is closed to the public;

- c) Climb, walk or sit upon any sign, wall, fence, building, railing or fountain on District property that is not specifically designated or customarily used for such purposes;
- d) Go upon any lawn, grass plot, planted area, tree, shrub, monument, fountain, sculpture or structure where access is prohibited by a sign or other notice, or where access is restricted by a fence or other physical barrier;
- e) Enter any District property that is reserved or scheduled for a specific group or activity, unless such Person is invited by the individual or group responsible for such activity, and unless such Person has paid any applicable required admission and/or registration fees;
- f) Enter or remain on District property if his or her admission privileges have been terminated, revoked, forfeited or suspended or if his or her permit, pass, ticket or membership card for admission to, or use of, the specific District property which he enters has been suspended or revoked.

Sec. 2.5 Damage to District Property

Unless authorized by a written agreement with the District or unless a Permit therefor has first been obtained from the District, no Person shall, while in or on District property:

- a) Deface, paint or write on, post or otherwise affix, any printed or written words, symbols, materials, or other marks to, disfigure, break, cut, injure, destroy, tamper with or displace, or remove in or from any District property or building or other part thereof, any table; bench; fireplace; coping; lamp; post; fence; wall; monument; sculpture; bridge; athletic court or field and its related apparatus, telephone, washroom, refuse container, exhibit or display, tool or equipment; vehicle; machine; playground structure; paving or paving material; water line or other public utility or parts or appurtenances thereof; sign, notice or placard, whether temporary or permanent; equipment, facilities or other structure; or other District property or appurtenances whatsoever, either real or personal;
- b) Destroy, cut, break, injure, disturb, sever from the ground or remove any sod, soil, earth, rock, stone, timber, wood, material, or growing thing, including, but not limited to, any plant, flower, flower bed, shrub, tree, growth, or any branch, stem, fruit, or leaf thereof; or bring into or have in his/her possession in or on District property any tool or instrument intended to be used for the cutting thereof, or any garden or agricultural implements or tools that could be used for the removal thereof;
- c) Set fire to any trees, shrubs, plants, flowers, grass, plant growth or living timber, or allow any fire upon land to extend onto District property;

- d) Throw, carry, drag, push or deposit in any District waters any refuse container, picnic table, barricade or other movable or unmovable property; or move, stack or hide any such property in such a way as to render it unavailable to the public for its intended use, cause a hazard to public safety, or damage or destroy such property;
- e) Operate or drive any motor car, automobile or vehicle of any kind in or on District property in places other than roadways or in such a manner as to cause the same to collide with, run against, strike or cause to strike, injure, deface or damage any District property or appurtenance of any kind; or use any wheeled vehicle, including any object or toy that has rotating or rolling wheels or that propels a rider, at any time on any hard surfaced tennis or basketball court, including, but not limited to, bicycles, skateboards, roller skates, roller blades, pedal or push toys, scooters, wagons and remote controlled toys;
- f) Fasten any animal or attach any rope, sign, handbill or other things to any tree or shrub or to any protective device around any tree or shrub growing in or on the District property;
- g) Allow any animal under the Person's ownership or temporary care to injure or deface any tree, plant, shrub, lawn or grassplot in any manner whatsoever. An animal is under a Person's temporary care if the animal was brought upon District property by the Person or by a minor under the Person's temporary or permanent care;
- h) Fasten any bicycle, motorcycle, moped or other vehicle to or leave the same standing so as to injure any tree, shrub, lawn or grass plot;
- i) Deface, destroy, cover or otherwise make unreadable any traffic warning or prohibitory sign or symbol in or on District property;
- j) Mark, carve, bend, cut, paint, deface, breakdown, destroy, damage, alter, change, sever, uproot, excavate or otherwise remove, or attach or suspend any rope, wire or other material or contrivance to or from any District property;
- k) Fail to maintain District property in a neat and sanitary condition; or
- l) Bring into, throw, cast, drop, deposit, or otherwise leave or lay down any smoke bomb, or other offensive smelling compound on District property.

Sec 2.6 Encroachment on District Property

- a) No Person shall construct, place, plant, or otherwise locate on District property any improvement, fixture, or plant material, or otherwise encroach upon District property, unless an easement, license, or Permit therefor has first been obtained from the District.
- b) Any Person who violates Section 2.6 (a) of this section shall, at his or her sole cost and expense, remove any encroachment from District property within sixty (60) days after receiving a written demand from the District.
- c) The District may remove any encroachment(s) from District property and assess the Person who violated this section the cost of removing such encroachment(s), and such charge shall be in addition to and not in lieu of any penalties or remedies provided for in these Regulations or other applicable law.

Sec. 2.7 Pools

The following rules and regulations shall apply to all District swimming pools:

- a) All swimming pools shall be open for public swimming during published and posted hours, weather and safety conditions permitting.
- b) No Person shall enter the locker room or pool area without payment of the admission charge that is established by the District, or without displaying the proper membership identification cards that are issued therefor.
- c) No Person under ten (10) years of age shall be admitted to the pool area unless he or she is accompanied by a Person who legally possesses an adult pass (ages sixteen (16) years old and over) or an adult daily admission, and who demonstrates competency to assume full responsibility for the care and safety of the Person under ten (10) years of age.
- d) If any Person shall refuse to obey any orders of lifeguards, managers, aquatic center staff, or any agent of the District, the District may immediately terminate or suspend such Person's rights to use the pool and other District property. Lifeguards are responsible for enforcing safety rules and responding to emergencies. Parents, guardians, or other Persons who are sixteen (16) years of age or older, and who are accompanying a child who is under ten (10) years of age, shall supervise the child.

e) No Person shall attempt admission to the pool, and such admission shall be refused, if the Person has a contagious disease; an infectious condition such as a cold, fever, ringworm, foot infection, skin lesions, diarrhea, vomiting, inflamed eyes, ear discharges, or any other condition which has the appearance of being infectious; any excessive sunburn; abrasions which have not healed; corn plasters, bunion pads, adhesive tape, rubber bandages, or other bandages of any kind; or if the Persons appears to be under the influence of alcohol or is exhibiting erratic behavior.

f) Persons with qualifying disabilities under state and/or federal law that require reasonable accommodations to enjoy the Family Aquatic Center should contact the staff of the aquatic center.

g) Food and beverages are allowed in the concession area only. No glass containers are permitted anywhere in the Aquatic Center. Plastic bottles will be allowed in approved areas. Alcoholic beverages are prohibited at or inside the Family Aquatic Center.

h) In accordance with the Public Health Code, all Persons are encouraged to take a shower before entering the pool area.

i) Personal conduct within the pool facility must be such that the safety of self and others is not jeopardized. Running and boisterous or rough play are prohibited, except during supervised water sports.

j) Only clean aquatic footwear, baby strollers, or wheelchairs are allowed in the pool area or locker room. Street shoes are prohibited on the pool deck.

k) Spitting, spouting of water, blowing the nose or otherwise introducing contaminants into the pool is prohibited.

l) Glass, soap, or other material that might create hazardous conditions or interfere with efficient operation of the swimming pool are prohibited in the swimming pool or on the pool deck.

m) All apparel worn in the pool shall be clean.

n) All children who are not toilet-trained shall wear tightly fitting rubber or plastic pants, or approved swim diapers.

o) Diving is allowed only in designated areas under the direction of aquatic staff. Diving in water less than four (4) feet deep is prohibited except when allowed for competitive swimming and training.

p) Metal objects, eyeglasses, and jewelry are not permitted on the slide.

- q) A Person must be forty-two (42) inches or taller to ride the slide.
- r) Individuals using the slide are asked to slide feet first only. Chain riding is prohibited.
- s) Elderly Persons, those suffering with heart disease or high blood pressure, and Persons using prescription medications should consult with their physicians before using the whirlpool and water slide.
- t) Any Person who refuses to obey pool rules or otherwise violates any other provision of these Regulations may be barred by the District from further use of the pool for the remainder of the pool season, in addition to any other penalties set forth in these Regulations.

Sec. 2.8 Public Assemblies and Activities

- a) No Person shall do any of the following on District property, unless a Permit therefor has first been obtained from the District:
 - 1) Call or hold a public assembly, exhibition or entertainment of any description;
 - 2) Conduct any musical concert, play any amplified instrument, or set up or use any communication system; or
 - 3) Hold or attempt to hold any meeting, assembly, demonstration, celebration, parade, rally, religious worship, or any sponsored entertainment, social, recreational or athletic event/tournaments, or conduct any play class, day camp, sports league activity, fitness class, personal training, or other organized group of any kind, whether organized or conducted for profit or non-profit.
- b) Persons desiring to engage in any of the above activities may apply to the District for a written Permit under the policies established by the Board and subject to fees set by the Board.
- 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.

Sec. 2.9 Use of Restrooms, Washrooms, and Locker Rooms

- a) Every Person shall cooperate in maintaining restrooms, washrooms and locker rooms in a neat and sanitary condition.

b) No Person shall deposit objects of any kind other than toilet paper in the toilets or plumbing fixtures of a restroom, washroom facility or locker room.

c) Except as otherwise permitted in this section for children under the age of three (3), no Person shall enter into or remain in any restroom, restroom washroom, or locker room designated for the opposite sex. Children five (5) years of age and under may use restrooms, washrooms and locker rooms designated for the opposite sex when a family facility is unavailable.

d) No Person shall use any camera, video recorder or other device to record or transmit visual image(s) in or from any rest room, washroom or locker room of the District.

Chapter 3. Animals

Sec. 3.1 Domesticated Animals and Pets

a) Except for a service animal as defined in the District's "Service Animal Policy," which Policy is attached in Appendix A of these Regulations, and as regulated and restricted by such Policy, no Person shall bring a dog, horse, or other domestic animal into or onto any District property, except as follows:

1) A domesticated animal may generally be brought into an outdoor area; provided that such domesticated animal shall be kept on a leash of not more than six feet (6') in length, that the handler of any such domesticated animal shall have personal control of the domesticated animal at all times and shall not leave the domesticated animal unattended at any time, even if leashed, and that no domesticated animal may be brought into any playground, ball field, athletic field, or splash pad;

2.) With the permission of the Executive Director or his/her designee; or

3) In conjunction with an activity or event conducted or sponsored by the District or in conjunction with a zoo, museum, nature center, or similar facility controlled, permitted or licensed by the District.

b) All owners or Persons having control of any domesticated animal shall be equipped to remove and properly dispose of any animal waste and shall be responsible to remove any excrement from District property left by such animal.

c) Any domesticated animal found on District property in violation of subsections (a) or (b) may be apprehended, removed to an animal shelter, public pound, or other place provided for that purpose and, unless the owner claims the animal and is financially responsible for violations of these Regulations, such animal may be disposed of pursuant to the applicable laws or ordinances of the State of Illinois and DuPage and Cook Counties. The owner or Person responsible for such animal shall be responsible for all costs and expenses incurred or encumbered in the removal and boarding of such animal, and such charge shall be in addition to and not in lieu of any other penalties provided for in these Regulations, or any applicable federal, state, local and/ or other District laws, ordinances, rules or regulations.

d) 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. See the District's Service Animal Policy for more detail, which policy is provided in Appendix A of these Regulations.

Sec. 3.2 Protection of Non-Domesticated Animals, Birds, Fish, and Other Wildlife

For purposes of this section "wildlife" means any bird, mammal, reptile, amphibian, fish, or other non-domesticated animal, or the young or eggs thereof.

a) No Person shall bring or release any wildlife onto District property; provided, however, that the District may bring or release, or permit another Person to bring or release, such proscribed animals onto District property in conjunction with an activity or event conducted or sponsored by the District, or unless a Permit therefor has first been obtained from the District for the ecological re-establishment at the District's nature center, in District waters, or at any similar facility maintained by the District.

b) No Person shall feed any wildlife on District property except with the permission of the Executive Director or his/her designee.

c) No Person shall hunt, pursue, hurt, molest, wound, kill, harm, trap, catch, poison, abuse, chase, shoot, touch, throw or propel objects at, endanger in any way, remove or cause to be removed, treat cruelly, or have in possession, any wildlife on, upon, over, or under District property, unless a Permit therefor has first been obtained from the District, provided, however, that fishing is permitted in accordance with Section 3.2(g) below.

d) No Person shall give or offer any harmful, poisonous, or noxious substance to any wildlife on District property.

e) No Person shall touch, tease, frighten, disturb, or otherwise intentionally interfere with any wildlife while feeding, nesting, breeding, sleeping, resting, flying or engaging in any other activity on, upon, over or under District property, unless a Permit therefor has first been obtained from the District.

f) No Person shall molest, touch, throw or propel an object at, destroy, dig up, crush, shake, rob or disturb, in any way tamper with or damage the nest, lair, den, burrow, or home of any wildlife found on, upon, over or under District property.

g) Fishing

- 1) No Person shall fish in District waters in areas at which the District has posted signage prohibiting such activities.
- 2) Every Person fishing in District waters shall comply with these Regulations, or any applicable federal, state, local, and/or other District laws, ordinances, rules, and regulations including, without limitation, conservation laws and licensing requirements.
- 3) Fishing in District waters shall be conducted by means of a hook and line, with the rod or line being closely attended. No Person shall use drugs, poisons, explosives, electricity, or missiles of any kind to fish in District waters.
- 4) No Person shall dig, scratch or otherwise disturb District property in order to locate or take bait.
- 5) Every Person shall carefully and immediately return to the water from which it was taken any fish that does not conform to size or species restrictions imposed by any applicable federal, state, local, or District laws, ordinances, rules, or regulations, or that the Person chooses not to keep.
- 6) Ice fishing is prohibited on any District waters.

Chapter 4. Personal Conduct

Sec. 4.1 Abandonment of Property

- a) It is unlawful for any Person to abandon any personal property on District property, including, but not limited to, cars, boats, appliances, garbage, furniture, or refuse.
- b) Property left unattended for longer than twenty-four (24) hours or unattended property that interferes with any District visitors' safety, orderly management of District property, or presents a threat to District resources may be impounded or removed by the District at any time. 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.
- c) Any Person finding lost or unattended property on District property shall report such finding to the District as soon as is practicable. Whenever a District employee finds lost or unattended property on District property he shall report such find to the Director. The District will attempt to make every reasonable effort to locate the property's owner(s).
- d) Unattended property that has been impounded or property that has been found shall be stored for a minimum period of thirty (30) days. All property not claimed shall be disposed of as the District deems appropriate.
- e) In addition to all fines and other penalties for violation of this section, the District may remove and destroy such property and assess the costs for such removal to the Person abandoning the property.

Sec. 4.2 Advertisement, Signs, Peddling, and Solicitation

The purpose of this section is to control commercial enterprises or sales on District property and to ensure the public unimpeded use and enjoyment of District property without being subjected to purely commercial exploitation.

- a) No Person shall offer for sale any articles or things, or conduct or solicit any contributions, business, trade, occupation, or profession on District property, unless a Permit therefor has first been obtained from the District.
- b) No Person shall fix any placard, sign, handbill, pamphlet, circular, or any other writing or printed material or objects containing advertising matter or announcements of any kind whatsoever on any District tree, shrub, post, building, gate, sign, or other District property unless:

- 1) The Executive Director or his/her designee has granted permission therefor;
 - 2) The advertising matter provides information about events, activities, programs and facilities sponsored by the District, sponsored by other governmental entities, or special recreation associations of which the District is a member or with which the District has an agreement;
 - 3) The advertising matter is information displayed or distributed by groups whose purpose is to provide financial or volunteer support for the District and its events, activities, programs, property and facilities; or
 - 4) The Person holds a valid picnic, camping, or special event Permit, in which case the Person shall request the assistance of District staff to display signs to identify the permittee's location or direct others to such location; provided that such signs shall be temporary and shall be removed by the permittee at the termination of the activity or otherwise upon the District's direction in the event the sign poses a safety hazard or includes content that is obscene, abusive or violent; and further provided that such signs are no larger than 24" x 30" and are not attached to any tree shrub, post, building, gate, District sign, or other structure located on District property.
- c) No Person shall distribute, display, post, or fix any sign, handbill, pamphlet, circular or any other writing or printed material or objects within any District building, except in areas expressly designated for such use and except with the permission of the Executive Director or his/her designee.
- d) No peddler, vendor, or any other Person shall engage in any activity upon District property for gain, or for which any charge is made, or in any commercial sale, rental, exhibition, or distribution of goods or services, including, without limitation, the giving of instruction or lessons for a fee, unless such Person has first obtained a Permit, license, or contract therefor from the District.
- e) No Person shall sell printed or written material on District property unless a Permit has first been obtained therefor from the District.
- f) No Person engaged in the activities described in this section shall obstruct or impede pedestrians or vehicles; harass visitors on District property with physical contact or persistent demands; misrepresent the affiliations of those engaged in such activities; misrepresent what the solicited funds will be used for or whether the merchandise is available without cost or donation; or interfere with, interrupt, or engage in conduct incompatible

with the purpose of any program, activity, function, and/or special event conducted or sponsored by the District.

Sec 4.3 Charitable, Religious, Political, or Non-Profit Activities

a) For purposes of this section, charitable, religious, political, or non-profit activities shall include, without limitation, soliciting 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 non-profit organizations is permitted on District property provided that a Permit therefor has first been obtained from the.

c) The sale or distribution of merchandise by charitable, religious, political, or non-profit organizations is permitted on District property provided that a Permit therefor has first been obtained from the District.

d) Soliciting votes and circulating petitions for or against 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 (h) of this Section 4.3, Section 4.4 and Illinois law.

e) No Person shall engage in any activity described in subsections (a) through (d) of this Section 4.3 in District buildings or facilities in rooms or other locations in which any program, activity, class, function or special event conducted, sponsored by the District is in progress.

f) No Person shall distribute, display, post, or fix any sign, handbill, pamphlet, circular or any other writing or printed material or objects within any District building, except in areas expressly designated for such use and except with the permission of the Executive Director or his/her designee.

g) No Person shall fix any placard, sign, handbill, pamphlet, circular, or any other writing or printed material or objects containing advertising matter or announcements of any kind whatsoever on any District tree, shrub, post, building, gate, sign, or other District property except as provided in 4.2(b)(1-4).

h) No Person engaged in the activities described in 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 what the solicited funds will be used for or whether the merchandise 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 or sponsored by the District.

Sec. 4.4 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 on a first-come, first-served basis until no more space remains available.

Sec. 4.5 Aircraft/Model Aircraft/Drones

a) No Person shall fly, cause to be flown or permit or authorize the flying of 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 unless a Permit therefor has first been obtained from the District, except when necessitated by unavoidable emergency.

c) No Person shall bring, use, fly, control, operate; cause to be brought, used, flown, controlled or operated; permit or authorize the bringing, use, flying, controlling or operating, or otherwise participate in the operation of miniature or motorized or wire-controlled or unmanned aircraft systems including model aircrafts and drones, or rockets on or over District property, unless a Permit therefor has first been obtained from the District. For purposes of this section: a) an “unmanned aircraft system” means an unmanned aircraft and its associated elements, including communication links and the components that control the unmanned aircraft, that are required for the safe and efficient operation of the unmanned aircraft in the national airspace system; and b) an “unmanned aircraft” shall mean any aircraft that is operated without the possibility of direct human intervention from within or on the aircraft. Any Person authorized to operate an unmanned aircraft system on District property shall comply with all regulations established by the Federal Aviation Administration, the State of Illinois, the District, Village of Oak Brook 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 into or onto District property, unless a Permit therefor has first been obtained from the District, except when necessitated by unavoidable emergency.

Sec. 4.6 Alcoholic Liquors/Intoxication

a) The following terms shall have the meanings set forth below for purposes of this section:

“Alcoholic liquor”

Is as defined in the Illinois Liquor Code, 235 ILCS 5/1-1 *et seq.*

“Under the influence”

Means affected by any intoxicating liquor in any determinable manner. A determination of being “under the influence” can be established by a professional opinion, a scientifically valid test, a layperson’s opinion or the statement of a witness.

b) No Person under the influence of alcoholic liquor shall enter into, be, or remain on District property.

c) No Person, other than the District or its authorized agents or permittees, shall bring into; possess; consume; use; sell, serve or otherwise transfer; any alcoholic beverages at any time on District property, unless a Permit has first been obtained from the District for the event for which alcoholic beverages are to be brought in, sold or served, or unless the event will be sponsored by the District. The bringing in, sales and service of alcoholic beverages shall, in all cases, be in accordance with the requirements of the District’s Alcohol Serving Policy and Procedure. Any Permit granted and any District-sponsored event held shall only be for private gatherings that are not open to the public, unless the permittee or the District has obtained a special use Permit from the Village of Oak Brook.

d) Every Person possessing; consuming; using; selling, serving or otherwise transferring alcoholic liquor pursuant to this section shall be subject to and shall comply with these Regulations, and any applicable federal, state, local, and/or other District laws, ordinances, rules, and regulations regarding the possession, use, consumption, or transfer of alcoholic liquor.

Sec. 4.7 Assault, Battery, Fighting, and Reckless Conduct

No Person shall knowingly start a fight, engage in a fight, or commit any assault, battery, or reckless conduct on District property.

For purposes of this section:

- a) A Person commits an assault when, without lawful authority, he or she engages in conduct which places another in reasonable apprehension of receiving a battery.
- b) A Person commits a battery if he or she intentionally or knowingly, without legal justification, and by any means: (1) causes bodily harm to an individual; or (2) makes physical contact of an insulting or provoking nature with an individual.
- c) A Person commits reckless conduct when he or she: (1) causes bodily harm to or endangers the bodily state of an individual by any means; or (2) performs recklessly any acts which cause harm or endanger safety, regardless of whether the acts are otherwise lawful or unlawful.

Sec. 4.8 Begging and Panhandling

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

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 or her 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.

Sec. 4.9 Bicycling

- a) When two or more Persons in a group are operating bicycles, they shall not ride abreast, but shall ride in single file.
- b) No Person shall cling or attach himself/herself or his bicycle to any other moving vehicle.

c) The operator of a bicycle shall yield the right-of-way to all pedestrians and vehicles approaching on said roadway.

d) No Person operating a bicycle shall carry another Person on the same bicycle. This restriction does not apply to tandem bicycles.

e) No Person shall operate a bicycle on District property between thirty (30) minutes after sunset and thirty (30) minutes before sunrise, without a clear, white, properly lighted headlight, visible under normal atmospheric conditions from the front thereof for not less than five hundred (500) feet and firmly attached to the bicycle, or without a red reflector firmly attached to the bicycle, which is clearly visible in the headlight beam of an automobile for a distance of five hundred (500) feet to the rear of the bicycle.

f) No Person may operate a bicycle on playgrounds, ball fields, tennis courts, or sidewalks, except that small children riding three- or more-wheeled cycles may operate such cycles on sidewalks while under the supervision and control of an adult.

g) No Person shall ride a bicycle on any street or path where signs are posted prohibiting riding bicycles on those streets or paths.

h) Bicycles shall not, at any time or in any place, be indiscriminately parked by anyone in such manner as to actually or possibly interfere with pedestrians or automobiles. No Person shall leave a bicycle lying on the ground or pavement or set against trees, or otherwise in a place other than a bicycle rack when such a rack is provided and there is space available. No Person shall move or in any manner interfere with any bicycle that is properly parked, or interfere with or in any manner hinder any Person from properly parking a bicycle.

i) All bicycles, when operated on roadways, shall be kept to the right and shall be operated as nearly as practicable at the right-hand edge of the roadway or sidewalk.

j) No Person shall operate a bicycle faster than is reasonable and proper, and every bicycle shall be operated with reasonable regard for the safety of the rider and of other Persons and property.

k) Every Person operating a bicycle on District property shall observe all traffic and Illinois Vehicle Code rules and regulations applicable to motor vehicles under these Regulations, except those provisions of these Regulations which, by their nature, can have no application, and except as otherwise provided by this section.

Sec. 4.10 Boating, Kayaking and Canoeing/Model Watercraft

- a) No Person shall bring into, launch or attempt to launch, use or navigate any boat, kayak, canoe raft, floatation device, or other vessel in District waters, except from such places as may be designated therefor, and then only in compliance with these Regulations, and any applicable federal, state, local, and/or other District laws, ordinances, rules and regulations.
- b) No Person shall use, employ, or be in or upon any District launching ramp, except on the dates and during the hours as established by the District for such use.
- c) All vessels shall be registered with the Illinois Department of Natural Resources according to the Boat Registration and Safety Act, 625 ILCS 45/1-1 *et seq.*
- d) No Person shall bring into, use, control or otherwise participate in the operation of miniature or motorized model watercraft on any District waters, except for a District-sponsored event or unless a Permit therefor has first been obtained from the District.

Sec. 4.11 Bribing Employees

No Person shall give or offer any money, gift, privilege or article of value to any District employee, officer, or agent in order to violate the provisions of these Regulations or any other District ordinance, contract, Permit or statute of the State of Illinois or the United States, or in order to gain or receive special consideration in applying for any use or privilege, or treatment in the use of District property. This section shall apply both on and off District property.

Sec. 4.12 Commercial Photography

No Person shall take or cause to be taken any still or motion pictures (including video tapes), or make sketches or paintings of District property, programs, or events for commercial purposes or for use in commercial advertising, unless a Permit therefor has first been obtained from the District.

Sec. 4.13 Disorderly Conduct

- a) No Person shall hinder, interfere with, or cause or threaten to do bodily harm to any employee or the District while such employee is engaged in performing his or her duties in and on behalf of the District.
- b) No Person shall commit any act in such an unreasonable manner as to alarm or disturb another and to provoke a breach of the peace.
- c) No Person shall engage in violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance or a breach of peace.
- 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 District property and fails to comply with a lawful order of the Village of Oak Brook Police to disperse.
- e) No Person shall commit any other act which may be defined as disorderly conduct under the Illinois Criminal Code, 720 ILCS 5/26-1, 2, 3, or 4.

Sec. 4.14 Drugs/Cannabis/Controlled Substances

- a) For purposes of this section, the following words will have the meanings set forth below:

“Cannabis”

Means any substance so defined in the Cannabis Control Act, 720 ILCS 550/1 *et seq.*;

“Controlled substance”

Means any substance so defined in the Illinois Controlled Substances Act, 720 ILCS 570/100 *et seq.*;

“Intoxicating compounds”

Includes all substances listed in the Use of Intoxicating Compounds Act, 720 ILCS 690/0.01 *et seq.*;

“Under the influence”

Means affected by cannabis, any controlled substance, or any intoxicating compound in any determinable manner. A determination of being “under the influence” can be established by a professional opinion, a scientifically valid test, a layperson’s opinion or the statement of a witness.

b) Except as provided in 4.14(d), no Person shall bring, possess, sell, deliver to another Person or use cannabis or any controlled substance upon District property. No Person shall produce, plant, cultivate, tend or harvest the cannabis plant on or in connection with any District property.

c) Except as provided in 4.14(d), no Person under the influence of cannabis, intoxicating compound, controlled substance, or any combination thereof, shall enter into, be, or remain on District property.

d) 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.). 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.

Sec. 4.15 Dumping, Polluting, and Littering

a) No Person shall litter, cast, throw, drop, leave, scatter, place, pile, or otherwise dump, or deposit in any manner, any kind of dirt, rubbish, placard, handbill, pamphlet, circular, book, notice, flyer, other promotional material, paper of any kind, ashes, garbage, waste material, including yard waste and/or tree branches and construction debris, manure, snow, ice, or other substance, whether liquid or solid, or any other refuse in or upon District property, unless a Permit therefor has first been obtained from the District; provided, however, that paper, glass, cans, garbage and other refuse resulting from picnics or other lawful use of District property shall be deposited in receptacles provided by the District for that purpose. Where receptacles are not provided, are missing, or are full to capacity, all such garbage, refuse, or other material shall be carried away from the area of use by the Person responsible for its creation and presence, and shall be properly disposed of elsewhere.

b) No Person shall urinate or defecate on District property other than in toilets in restroom facilities expressly provided for such purposes.

c) No Person shall drain refuse from a trailer or other vehicle on District property.

d) No Person shall bathe or wash themselves or food, clothing, dishes, or other property at water outlets, fixtures or pools on District property, except at those areas designated by the District for such use.

e) No Person shall pollute or contaminate District property.

f) No Person shall deposit, dump, throw or place any garbage, refuse, rubbish, construction debris, landscape debris, bottles, cans or other similar containers of any description, or any other liquid or solid that will or may result in the pollution or hindrance of the use of any District waters.

g) No Person shall dispose of fish remains on District property, unless a Permit therefor has first been obtained from the District.

h) No Person shall dispose of human or animal waste on District property except at designated locations or in fixtures provided for that purpose.

i) Any Person violating this section shall be assessed the cost of removing any such improperly deposited substance or material, and such charge shall be in addition to, and not in lieu of, any other penalties provided for in these Regulations, or any applicable federal, state, local, and/or other District laws, ordinances, rules, and regulations.

Sec. 4.16 Fires

No Person shall light, maintain, or make use of any fire on District property, except at such places and at such times as the District may designate for such purpose and under such rules as may be prescribed by the District. In the event the District permits a Person to use such a fire, the Person shall comply with the following requirements in addition to any other rules as may be prescribed by the District:

a) No fire shall ever be left unattended, and every fire shall be under the continuous care and direction of a competent adult from the time it is kindled until the time it is completely extinguished.

b) All fires must be properly and completely extinguished prior to any Person leaving the site of the fire.

c) Dumping of ashes from grills is strictly prohibited.

d) No Person shall throw or otherwise discard lighted or smoldering material in any manner that threatens, causes damage to, or results in the burning of District property or other District resources, or creates a safety hazard.

Sec. 4.17 Fireworks

No Person shall offer for sale, expose for sale, sell, possess, use, or explode any firecracker, torpedo, skyrocket, roman candle, bomb, sparkler, 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, unless a Permit therefor has first been obtained from the District, or unless authorized to do so by contract with the District.

Sec. 4.18 Gambling/Fortune Telling

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 on District property, either as a bookmaker, dealer, player or otherwise, for the purpose of gaming or gambling for money or other valuable things, except at a fair, carnival or other organized event conducted or unless a Permit therefor has first been obtained from the District.

Sec. 4.19 Games and Sports/Interference with Other Users

a) No Person shall engage in any sport, game, or amusement on District property where prohibited by the District. No Person shall walk, remain, conduct himself or herself, or go upon any portion of District property designated for any particular game, sport, or amusement in such a way as to interfere with the use of that portion of District property by Persons who are using the same for the particular sport, game or amusement for which it has been designated. 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.

b) No Person shall 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) No Person shall use a golf club, baseball bat, tennis racket, or other device, to strike, hit, propel or otherwise throw any object, such as balls or rocks, on District property, except in designated areas, and only as such device is intended to be used.

Sec. 4.20 Hindering Employees

No Person shall interfere with, unreasonably disrupt, delay, or in any manner hinder any employee of the District engaged in the performance of his or her duties.

Sec. 4.21 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.

Sec. 4.22 Impersonating an Officer

It shall be unlawful for any Person to unlawfully represent or impersonate any police officer or official of the District or pretend to be such officer or official.

Sec. 4.23 Indecent Conduct

a) No Person shall commit any indecent, lewd or lascivious act on District property, or use abusive, insulting, or obscene language, or language calculated to occasion a breach of peace on any District property.

b) No Person shall appear on District property in a state of nudity or make any indecent exposure of his Person or be guilty of any other lewd or indecent act or behavior.

c) No Person shall enter or remain in or on any District property unless fully clothed in a manner generally considered to be appropriate for the game, sport, program or event in which such Person is engaged.

d.) No Person shall exhibit, sell, or offer to sell or give away any obscene or indecent book, pamphlet, paper, drawing, movie film, video tape, picture, photograph, or any other obscene or indecent article of any kind while on District property. For purposes of this subsection, obscene shall have the meaning ascribed to it in 720 ILCS 5/11-20.

Sec. 4.24 Loitering

No Person shall loiter or remain 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; (4) restricts vehicular or pedestrian traffic or restricts free ingress to and egress from District property after being requested to leave, move, or disperse by any employee of the District, or where the District has posted a sign or signs that prohibit loitering.

Sec. 4.25 Metal Detectors

No Person shall operate any device which is designed for the detection of metal objects on or below District property.

Sec. 4.26 Minors

a) No parent, guardian, or custodian of a minor shall knowingly assist or allow such minor to do any acts on District property in violation of any of these Regulations or any other law, ordinance or rule of the District. A minor is defined herein as any Person who is under the age of eighteen (18) years.

b) The parent or legal guardian of an unemancipated minor who resides with such parent or legal guardian shall be liable for damages caused by the willful or malicious acts of such minor as provided in the Illinois Parental Responsibility Act, 740 ILCS 115/1, *et seq.* This section shall not affect the recovery of damages in any other course of action where the liability of the parent or legal guardian is predicated on a common law basis.

Sec. 4.27 Mob Action

No Person shall engage in mob action. Mob action consists of any of the following: (1) the use of force or violence disturbing the public peace by two (2) or more Persons acting together without authority of law; or (2) the assembly of two (2) or more Persons to do an unlawful act; or (3) the assembly of two (2) or more Persons, without authority of law, for the purpose of doing violence to the Person or property of anyone supposed to have been guilty of a violation of the law or for the purpose of exercising correctional powers or regulative powers over any Person by violence.

Sec. 4.28 Obstructing Travel

No Person shall set, or cause to be set or placed, any goods, wares, merchandise, or property of any kind so as to obstruct travel on District property.

Sec. 4.29 Picnics

- a) Picnics may be held in any unrestricted area on District property not specifically set aside for other recreational activity. A Permit is required for group picnics involving ten (10) or more Persons. Groups of less than ten (10) Persons do not require a Permit unless the group desires to reserve a designated area or shelter to the exclusion of others.
- b) No Person shall use, infringe upon or disturb a group in possession of a valid Permit for use of District property, except with the permission of the group possessing such Permit.
- c) Persons holding a valid picnic Permit may display signs in accordance with Section 4.2(b)(4) of these Regulations.

Sec. 4.30 Resisting or Interfering With Officer

No Person shall:

- a) Resist any police officer in the discharge of said officer's duties;
- b) Interfere in any way with or hinder or prevent a police officer from discharging his/her duties as such officer, or offer or endeavor to do so;
- c) Assist any Person in the custody of any member of the police force, in any manner, to escape or attempt to escape from such custody, or attempt to rescue any Person in custody.
- d) No Person shall falsely represent that he is, or otherwise pretend to be, a District officer or employee, a member of the police, or an agent or other representative of the District.
- e) 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 or agent, or a member of the police in the conduct of his official duties.

Sec. 4.31 Skateboarding

No Person using roller-skates, in-line skates, skateboards, roller-skis, coasting vehicles, or similar devices on District property shall interfere with pedestrian use of sidewalks or use of the streets by vehicles, or otherwise act negligently, recklessly or without due caution or in any manner so as to endanger any Person or property. No Person shall use such devices on any

District property not designated or customarily used for such purpose or where such use has been posted as prohibited.

Sec. 4.32 Sleeping in or on District Property/Vagrancy

- a) No Person shall sleep on District property at any time, unless a Permit therefor has first been obtained from the District.
- b) No Person shall use District property in a manner designed or calculated to act as a substitute for a residence or means of support, including, but not limited to, such uses as sitting or laying down in locations or facilities or on District equipment or fixtures intended for use by the public for picnicking, playing, or similar activities; storage, whether temporary or permanent, of personal belongings not directly related to the intended or designated use of District property, facilities, equipment or fixtures; and use of park space for extended periods of time for purposes other than those intended or designated for the particular District property, facility, equipment or fixtures.

Sec. 4.33 Sledding/Snowboarding/Ice Skating

- a) No Person shall ice skate, sled, toboggan, inner tube, ski, snowboard, slide, or engage in similar activities on District property except at such times and places as the District may designate for such purposes, and no Person shall drive or walk upon any ice over District waters.
- b) No Person shall engage in any such activity in a reckless manner that endangers that Person or others, or at a speed greater than is safe and proper under the circumstances.
- c) No Person shall use any vehicle to tow, push, pull, or otherwise propel another Person on skis, sled, or other sliding device on District property.

Sec. 4.34 Smoking, E-Cigarettes, and Chewing Tobacco

No Person shall smoke any tobacco products or any e-cigarettes, and no Person shall chew tobacco in or upon any District property which is posted as a non-smoking area and/or non-chewing area. For purposes of this section, “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.

Sec. 4.35 Sound and Energy Amplification

- a) No Person shall play or operate any sound amplification devices including public address systems, sound equipment, musical instruments, radios or stereos, noisemakers and the like, or operate any other energy amplification device or musical instrument, unless a Permit therefor has first been obtained from the District, and no such Permit shall be issued or maintained where sound produced by such devices is judged by the District to be a public annoyance. 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 licensed by the District.
- b) No Person shall make or causes to be made any excessively loud or unreasonable noise, which disturbs the peace. For purposes of this subsection, excessively loud or unreasonable noise is defined as noise inconsistent with or not reasonably attendant to appropriate and customary activities on District property, considering the nature and purpose of the actor's conduct, location, time of day or night, and other factors that would govern the conduct of a reasonably prudent Person under the circumstances.

Sec. 4.36 Swimming

No Person shall bath, swim, wade, float, splash, or otherwise enter District waters other than in District swimming pools.

Sec. 4.37 Theft of Property/Services

No Person shall remove, without the permission of the Executive Director or his/her designee, any furniture, equipment, materials, landscaping, tree, rock, soil or other property from any District property. Nonpayment of any fee or charge required to be paid to the District for use of any property, facility, program, or class of the District or for services rendered is prohibited. No Person shall transfer, misuse, or tamper with any District membership identification card or any other authorized identification, pass, gift certificate or document issued by the District.

Sec. 4.38 Throwing Missiles

No Person shall throw or cast any stones or other missiles on District property, except where such throwing or casting is involved in a recognized game or recreational activity, and then only upon such portions of District property as may be designated for such purpose.

Sec. 4.39 Unlawful Assemblies

It shall be unlawful to collect, gather or be a member of any disorderly crowd, or any crowd gathered together for any unlawful purpose, or for any Person to join in or stay with or near any such gathering.

Sec. 4.40 Unlawful Construction or Maintenance

No Person shall erect, construct, install, perform any maintenance on, below, over, or across any District facility, property, or park, or otherwise place any building, stand, scaffold, platform or other structure of whatever kind, whether stationary or moveable and whether permanent or temporary, except by proper authorization of the District authorizing such activity and then only in accordance with written permission of the District or by written contract with District, specifying in detail the work to be done and the conditions to be fulfilled pursuant to the terms of such authorization.

Sec. 4.41 Weapons and Firearms

a) Except for Persons licensed to carry a concealed firearm under the Illinois Firearm Concealed Carry Law ("Licensee"), and who are using a trail or bikeway only a portion of which includes a public park, no Person other than police officers shall bring, attempt to bring, carry, or use in any way, any gun, pistol or other firearm, or any portion thereof, upon District property. Except for a Licensee, no Person shall have in any vehicle on District property a concealed firearm. 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.

b) No Person shall bring, attempt to bring, carry, or have in his vehicle, or use in any way, any knife having a blade longer than three (3) inches, any air gun, pellet gun, paint-ball gun, or sling shot on District property.

c) No Person shall bring, attempt to bring, carry, have in his vehicle, or use in any way, any explosives, ammunition, or bottles of gasoline with a rag attached.

d) No Person shall bring, attempt to bring, carry or use in any way, any bow or arrow upon District property, except with the permission of the Executive Director or his/her designee as part of a directly supervised District program.

e) No Person shall use or explode any toy pistol, toy cannon, toy cane, or toy gun in which explosives are used, or use or explode any blank cartridge on District property, except that starter pistols may be used for sporting or athletic events authorized by the District.

f) No Person, while on District property, shall use; bring onto; carry; have in his possession or on or about his Person, concealed or otherwise; fire, set off or otherwise cause to explode, discharge or burn; or throw any bludgeon, black-jack, billy-club, sand-club, sand-bag, metal knuckles, throwing star, switchblade knife, ballistic knife, any other dangerous knife (including without limitation, a dirk, dagger, or stiletto), razor, broken bottle or other dangerous piece of glass, liquid or gaseous substance, or any other object not specifically named herein whose intended use is as a weapon.

Sec. 4.42 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.

Sec. 4.43 Misappropriation of Property

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 or she:

(1) Intends to deprive the owner permanently of the use or benefit of the property; or,

- (2) Knowingly uses, conceals, or abandons the property in such a manner as to deprive the owner permanently of such use or benefit; or,
- (3) Uses, conceals, or abandons the property knowing such use, concealment, or abandonment probably will deprive the owner permanently of such use or benefit.

Sec. 4.44 Reporting of Accidents

Persons involved in an incident on District property resulting in personal injury or property damage, shall report the incident to the Park District as soon as possible, and to the police within twenty-four (24) hours after the incident.

Sec. 4.45 Restrictions Applicable to Specific Recreational Activities

- a) Classes and Camps. 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.
- b) Tournaments, Leagues, or Other Organized Recreational Activities. 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.
- 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.

Chapter 5. Vehicles

Sec. 5.1 Definitions

For purposes of this article, the terms used herein shall have the meanings assigned under the Illinois Vehicle Code (625 ILCS 5/1-1 *et seq.*).

Sec. 5.2 Driving Only on Designated Roadways and in Accordance with Posted Regulations

No Person shall drive any vehicle on any District property except upon paved roads or parking areas designated for such purposes, and only then in accordance with posted signs as to speed, direction, parking, stopping, lane markings and traffic controls.

No Person may operate a vehicle upon or in or on any District property, road, or drive which has been closed and posted with appropriate signs or barricades. The District shall have authority to order areas, roads or drives closed during the process of construction, reconstruction, or repair, or for other purposes as determined by the District in its reasonable discretion.

Sec. 5.3 ATV's and Off-Highway Motorcycles

No Person shall drive or operate any ATV or off-highway motorcycle on District property, except under the following circumstances:

- a) When such vehicles are used by law enforcement officers or District employees or agents for law enforcement or District purposes; or
- b) In the case of an emergency.

Sec. 5.4 Drag Racing

a) For purposes of this section, “drag racing” means the act of two or more individuals competing or racing on District property in a situation in which one of the motor vehicles is beside or to the rear of a motor vehicle operated by a competing driver and the driver attempts to prevent the competing driver from passing or overtaking him, either by acceleration or maneuver; or one or more individuals competing in a race against time on any street or roadway on District property.

b) No Person who is an operator of a motor vehicle on District property may be a participant in the act of drag racing.

Sec. 5.5 Driving Under the Influence

No Person shall drive or otherwise operate, attempt to drive or otherwise operate a vehicle on District property while under the influence of alcoholic liquor, cannabis, a controlled substance, or any other intoxicating compound, drugs, or any combination thereof.

Sec. 5.6 Driving Upon Sidewalk

No Person shall drive any motor vehicle District property upon a sidewalk or sidewalk area located on District property except upon a permanent or duly authorized temporary driveway, except for routine maintenance, utility or emergency service, or for a special delivery or pickup involving goods or customer services.

Sec. 5.7 Traffic Signs and Signals and Enforcement of Traffic Regulations

No Person shall fail to observe and obey all traffic signs indicating speed, direction, caution, stopping, parking, crosswalk lanes, traffic lane markers, and any other sign posted by the District for safeguarding life and property.

No Person shall fail to obey a police officer or District employee who is directing traffic or enforcing sections of this chapter on District property.

No Person shall deface, injure, move, or otherwise interfere with any traffic sign or signal on District Property.

Sec 5.8 Incorporation of State Statutes.

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 the Illinois Vehicle Code, or other law or laws of the State of Illinois, or ordinances of the Village of Oak Brook, which provisions are specifically incorporated in these Regulations by reference.

Sec. 5.9 Mufflers

No Person shall operate a motor vehicle on District property that is not equipped with a muffler adequate to deaden the sound of the engine.

Sec. 5.10 Parking, Standing, or Stopping

a) No Person driving or in charge of a motor vehicle shall permit it to stand unattended on District property without first stopping the engine, locking

the ignition and removing the keys and, when standing upon any perceptible grade, without effectively setting the brake and turning the front wheels to the curb or side of the roadway.

b) No Person shall park a vehicle on District property, except in established or designated parking areas in accordance with the posted directions and markings or with the directions of any attendant who may be present.

c) No Person shall park any vehicle or allow any vehicle to remain parked on District property beyond the normal closing hour for such District property, except when a different closing hour has been designated by the District for an area or event, or except with the permission of the Executive Director or his/her designee.

d) No Person shall stop, stand, or park any vehicle on District property so as to obstruct or interfere with traffic or travel or endanger the public safety, and no Person shall stop, stand, or park any vehicle in any of the following places, except when otherwise designated, when necessary to avoid conflict with other traffic, or when in compliance with the directions of a District employee:

- 1) On the left side of any roadway;
- 2) On parkways, lawn areas, and grounds;
- 3) In front of a public or private driveway;
- 4) Within any intersection;
- 5) Within any crosswalk;
- 6) Within twenty (20) feet of any intersection or crosswalk, other than in a marked parking space;
- 7) Within thirty (30) feet of any stop sign or traffic control signal, other than in a marked parking space;
- 8) On the roadway side of any vehicle stopped or parked at the edge or curb of the roadway ("double parking");
- 9) In a position to block another vehicle lawfully parked;
- 10) On any sidewalk;
- 11) At any place where official signs or other markings prohibit parking, or where curbs have been painted yellow;

- 12) Within fifteen (15) feet of a fire hydrant;
- 13) In a fire lane or within eight (8) feet of the entrance to a fire lane;
- 14) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic; or
- 15) Upon any bridge or other elevated structure upon a roadway.

e) No Person shall 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; or
- 2) To perform maintenance or repair of such vehicle, except for repairs necessitated by an emergency; or
- 3) To sell goods or services from such vehicle.

f) Notwithstanding any contrary provision contained in this section, the operator of an authorized emergency vehicle may park or stand in locations not otherwise permitted under the provisions of these Regulations.

g) No Person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb at such a distance as is unlawful.

h) Penalty Provisions for Parking Violations.

1) Every Person in whose name a vehicle is registered pursuant to law or who leases a vehicle to others, after receiving written notice of a violation of this section involving such vehicle shall, upon request, provide the District with a written statement of the name and address of the user or lessee at the time of such offense and the identifying number on the registration plates and registration sticker or stickers of such vehicle.

2) No Person who is the lessor of a vehicle pursuant to a written lease agreement shall be liable for the violation of any parking or standing regulation of this section involving such vehicle during the period of the lease; provided that, upon the District's request received within one hundred twenty (120) days after the violation occurred, the lessor provides, within sixty (60) days after such receipt, the name and address of the lessee. The driver's license number may also be requested by the District if needed for enforcement of this section.

3) Whenever any vehicle has been parked in violation of these sections prohibiting or restricting vehicular standing or parking, the Person in whose name the vehicle is registered with the Secretary of State of Illinois shall be prima facie responsible for the violation and subject to the penalty therefor.

4) Whenever any vehicle is parked in violation of any parking provision of this section, any law enforcement officer observing such violation may issue a parking violation notice and serve the notice on the owner of the vehicle by handing it to the operator of the vehicle if he or she is present, or by affixing such notice to the vehicle in a conspicuous place. The issuer of the notice shall specify on the notice his or her identification number, the particular parking regulation allegedly violated, the make and state registration number of the cited vehicle, and the place, date, time, and nature of the alleged violation, and shall also certify the correctness of the specified information by signing his or her name to the notice. A parking violation notice issued, signed, and served in accordance with this section, or a copy of such notice, shall be deemed prima facie correct and shall be prima facie evidence of the correctness of the facts shown therein. The notice or a copy thereof shall be admissible in any subsequent administrative or legal proceeding.

5) Any violation of the parking provisions of this section or any provision of the Illinois Vehicle Code prohibiting or restricting vehicular standing or parking shall be a civil offense punishable by fine, and no criminal penalty, or civil sanction other than that prescribed in this section, shall be imposed.

6) Any Person who violates or fails to comply with any provision of this section shall be fined not less than \$30.00 and not more than \$500.00 for each offense, and is subject to additional fines, penalties and fees as imposed by the Village of Oak Brook.

7) Any Person on whom a parking violation notice has been served shall, within fourteen (14) days from the date of the notice, either pay the indicated fine or, in the manner indicated on the notice, request a court hearing to contest the charge, violation, or violations.

8) If the respondent requests a court hearing to contest the cited violation or violations, the office of the Village of Oak Brook Chief of Police shall arrange such a hearing and shall notify the respondent in writing of the time and place of the hearing.

9) A notice sent pursuant to this section shall state that failure to pay the indicated fine or failure to request a court hearing will constitute a debt due and owing the District, and as such may be collected in accordance

with applicable law. Payment in full of any fine and/or penalty resulting from a standing or parking violation shall constitute a final disposition of that violation.

Sec. 5.11 Riding Outside Vehicles

- a) No Person shall ride upon the fenders, running boards, bumpers, hood, or any other exterior part of any vehicle on District property.
- b) No Person shall cling or attach himself, his vehicle, or any other object, to any other vehicle on District property.

Sec. 5.12 Right-of-Way

- a) Every operator of a vehicle shall yield the right-of-way to a pedestrian at any marked crosswalk, or within any unmarked crosswalk at any intersection on District property.
- b) Every operator of a vehicle shall exercise due care to avoid colliding with pedestrians upon any roadway on District property, shall give warning to any pedestrian in the roadway by sounding the horn when necessary, and shall exercise proper precaution upon observing any child, confused Person, or disabled Person upon a roadway.
- c) Every pedestrian crossing at a roadway on District property at any point other than within a marked crosswalk, or within an unmarked crosswalk at any intersection, shall yield the right of way to vehicles upon the roadway.
- d) Except as otherwise provided herein, the operator of a vehicle approaching an intersection on District property shall yield the right-of-way to a vehicle that has already entered the intersection from a different roadway. When two (2) vehicles approach an unmarked intersection from different roadways at approximately the same time, the operator of the vehicle on the left shall yield the right-of-way to the vehicle on the right.

Sec. 5.13 Snowmobiles

- a) For purposes of this subsection, a “snowmobile” shall be defined as any self-propelled vehicle intended for travel primarily on snow, driven by a track or tracks in contact with the snow, and steered by a ski or skis in contact with the snow.
- b) No Person shall drive, ride, or otherwise operate a snowmobile on District property.

Sec. 5.14 Speed Limit

No Person shall operate, propel or cause to be propelled a vehicle on any road or drive, or in any parking area, at a speed greater than the speed limit posted along the right-of-way or, in the absence of such posted limit, at a speed in excess of ten (10) miles per hour.

Sec. 5.15 Towing

Any unattended vehicle in violation of any provision of these Regulations may be towed at the owner's expense in accordance with the procedures required for towing of vehicles under State law.

Sec. 5.16 Mobility Device Use

Notwithstanding any other provision of this chapter to the contrary, Electronic Personal Assistance Mobility Devices (EPAMDs) and Other Power Driven Mobility Devices, as defined in the Illinois Vehicle Code, may be used by permitted users on District property in accordance with the Vehicle Code and the District's Mobility Device Use Policy, which policy is provided in Appendix A of these Regulations.

Sec. 5.17 Licensed Vehicles

No Person shall operate or cause to be operated in or on District property, any vehicle 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 restrictions duly set forth by the District.

Sec. 5.18 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 police 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.

Sec. 5.19 Unauthorized Use of Parking Places Reserved for Handicapped Persons

No Person shall park any motor vehicle that is not properly displaying registration plates, a decal or other device issued to a person with disabilities or a disabled veteran by the secretary of state, in a parking place or adjacent aisle, on District property, that is specifically reserved, by the posting of an

official sign, for persons with disabilities and motor vehicles displaying such registration plates, a decal or other device.

No Person with a vehicle shall display or use registration plates, a decal or other device issued to a person with disabilities or a disabled veteran by the secretary of state, if: 1) the Person using such registration plates, a decal or other device is not the authorized holder thereof or is not transporting the authorized holder to or from the parking location; and 2) the Person is using the registration plates, a decal or other device to exercise any privileges granted through such registration plates, a decal or other device under this section.

Sec. 5.20 Emergency Vehicles

For purposes of this section, emergency vehicles shall include all ambulances, fire trucks, police, fire, and ranger cars, and other vehicles used to protect the public health, safety, and welfare.

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).

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.

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 a member of the police or a District employee.

Chapter 6. Permits

Sec. 6.1 Permit Process

a) For purposes of this section, the term “exercise of First Amendment rights” shall include, without limitation, parades, marches, demonstrations, rallies, religious services, speeches, solicitation of votes, petitions for signatures or contributions, picketing and leafleting.

b) Permits may be granted upon proper application and approval where the applicable section of these Regulations or any other District ordinance, policy, rule, or regulation requires a Permit in order to engage in a particular use or activity. No Person shall be discriminated against in the granting of Permits because of race, sex, sexual orientation, religion or creed, color, ancestry or national origin.

c) Every Person requesting a Permit shall complete and file a written application with the Executive Director or his or her designee on forms provided by the District, and shall pay applicable application fees at the District’s administrative offices located at 1450 Forest Gate Road, Oak Brook, IL 60523. The application shall be dated when received and a receipt shall be issued to the applicant.

d) Unless otherwise provided in another section of these Regulations or other District ordinances, rules, or regulations, all applications for Permits not involving the exercise of First Amendment rights must be received by the District at least twenty-one (21) calendar days prior to the use for which a Permit is sought. Applications for Permits involving the exercise of First Amendment rights must be received by the District at least three (3) working days prior to the event requested.

e) Except for applications for Permits involving a commercial activity or for the sale or delivery of alcoholic beverages, the District shall issue the requested Permit without unreasonable delay unless:

1) The proposed activity violates these Regulations, or any applicable federal, state, local, and/or other District law, rule, or regulation;

2) A prior application for a Permit for the same date, time, and location has been or will be granted, and the use authorized by that Permit does not reasonably allow multiple occupancy of that particular location by more than one permittee;

3) The proposed use is of such a nature that it cannot reasonably be accommodated in the particular location applied for considering, without limitation, the likelihood of damage to District resources or

facilities, damage to an environmentally sensitive or protected area's ecosystem, impairment of a protected area's atmosphere of peace and tranquility, unreasonable interference with District functions, buildings, facilities, operations, programs or activities, unreasonable interference with the use or purpose of the District property applied for, or similar factors;

4) The proposed use would substantially impair the operation or use of facilities or services of District concessionaires or contractors; or

5) The proposed use would so dominate the use of District property as to preclude other Persons from using and enjoying it.

f) If the application is approved, the District shall issue a written Permit to the applicant. If the application is denied, the District shall issue the applicant written reasons for denying the application.

g) 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 location, duration, or time that is acceptable to the applicant. If the District denies an application and the applicant is dissatisfied with the reason for such denial, the applicant may appeal the decision to the Board. 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 state or federal court. All other decisions on the issuance of Permits by the District are final.

h) Any Permit granted by the District shall contain lawful prerequisites to the issuance of the Permit and restrictions on the conduct of the Permitted use, including, without limitation: payment of a reasonable fee; general liability insurance coverage; an agreement to fully indemnify and hold the District harmless from any liability or costs resulting from the use; a requirement that the Persons involved in the use observe these Regulations, all federal, state, local, and District laws, ordinances, rules, and regulations; time, duration, and location restrictions; a restoration deposit; a written agreement by the applicant to fully restore any District property soiled or damaged by the use; and, any other reasonable restriction necessary for the efficient and orderly contemporaneous administration of the use and other activities authorized by the Permit, as well as regularly scheduled District uses, functions, programs, and activities.

i) Any Person holding a valid Permit issued by the District for use of District property may use that District property to the exclusion of any other Person except for the District and its employees and authorized agents.

j) Subject to the terms of subsection (g) above, the District may make necessary changes or place necessary additional restrictions on any Permit after it has been issued.

k) Violation of the terms, restrictions and conditions contained in the Permit may result in the suspension or revocation of the Permit.

l) Unless specifically provided for elsewhere in these Regulations, no Permit shall be issued for a period in excess of seven (7) consecutive calendar days. A Permit may be extended for like periods of time pursuant to a new application, unless another Person has requested use of the same location and use of that location by more than one permittee is not reasonably possible.

m) For uses involving the exercise of First Amendment rights, the District may waive any application or Permit fees if the applicant demonstrates that the cost of such fees is prohibitive. An applicant must request such a waiver in writing when submitting the Permit application.

Chapter 7. Offenses Affecting District Functions

Sec. 7.1 Police/Security Force

a) The Village of Oak Brook Police Department, through an intergovernmental agreement, has the authority to enforce all federal, state, local and District laws, rules, regulations, and ordinances, including these Regulations on District property. Village of Oak Brook police officers shall have the authority to eject from District property, arrest, or issue citations to any Person who violates these Regulations or any applicable federal, state, local, and/or other District laws, rules, regulations or ordinances on District property.

b) All municipal, county, state and other law enforcement authorities shall also be authorized to enforce these Regulations and all other laws and regulations, including District ordinances, on District property.

Sec. 7.2 Rules to be Obeyed

No Person shall violate or disobey any provision of these Regulations 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 direction 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 member of the Village of Oak Brook Police Department or any employee of the District seeking to enforce compliance with these Regulations, or any applicable federal, state, local and/or other District laws, rules, or regulations.

Sec. 7.3 Parties to Violation of these Regulations

a) Every Person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of any act in violation of these Regulations or other ordinance, rule or regulation of the District, 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 these Regulations 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 these Regulations or other District ordinance, rule, or regulation, shall be deemed prima facie responsible for such violation and shall be subject to the penalties provided herein.

Sec. 7.4 Temporary Dismissal

- a) A Person who violates any of these Regulations or any other law, ordinance or rule that threatens the safety of the District's patrons, staff and/or property, may be issued a "Notice of Temporary Dismissal," meaning that the Person must leave District property immediately and may not enter into any District property for the length of time designated on the "Notice of Temporary Dismissal" which, depending on the seriousness of the violation may be from one (1) to six (6) days. Any such Person issued a "Notice of Temporary Dismissal" who returns to any District property during the dismissal period may be arrested for trespassing.
- b) The officers of the Oak Brook Police Department, the District's Executive Director, and other officers of the District are authorized to issue a "Notice of Temporary Dismissal" and to determine the length of the dismissal period.

Sec. 7.5 Exclusion

- a) A Person who receives three (3) or more citations during any sixty (60)-day period for violation of these Regulations, or any other law, ordinance, or rule while on any District property is subject to "exclusion," meaning that Person must leave the District property immediately and shall not enter into any District property for a time-period ranging from one (1) week to one (1) year. A Person who enters any District property during the period of exclusion may be arrested for trespassing.
- b) The length of the exclusion depends on the number of violations committed previously and on the severity of the violations. Any official of the District or any Oak Brook Police Officer has discretion to decide how long the exclusion should be, within the following guidelines:

Exclusion for up to sixty (60) days:

- Three (3) citations or one (1) temporary dismissal during a sixty (60)-day period before issuance of the current citations; or
- Four (4) citations during the twelve (12)-month period before issuance of the current citation.

Exclusion for up to one hundred eighty (180) days:

- Two (2) or more temporary dismissals during the sixty (60)-day period before issuance of the current citation; or
- Five (5) citations during the twelve (12)-month period before issuance of the current citation.

Exclusion for up to three hundred sixty-five (365) days:

- Three (3) or more temporary dismissals during the sixty (60)-day period before issuance of the current citation; or

- Six (6) citations during the twelve (12)-month period before issuance of the current citation.

c) Appeal of Notice of Exclusion. Exclusion for longer than seven (7) days may be appealed to the District's Executive Director. Promptly after receipt of a written request for an appeal, the Executive Director will conduct an informal hearing where the Person subject to exclusion and a District representative may present facts, circumstances, evidence and witnesses to support their respective positions and may cross-examine witnesses presented by the other side. After the conclusion of the hearing, the Executive Director shall issue a written determination on the appeal.

Sec. 7.6 General Penalty

a) In all cases where the same offense is made punishable or is created by different clauses or sections of these Regulations, the prosecuting officer may elect under which to proceed, but not more than one recovery shall be had against the same Person for the same offense; provided that the revocation of a license or Permit or a fine imposed in an administrative hearing shall not be considered a recovery or penalty so as to bar any other penalty being enforced.

b) Where an act or omission is prohibited or declared unlawful and no penalty or fine or imprisonment is otherwise provided, the offending Person shall be fined not less than \$100 or more than \$1,000 for each offense. Each day that a violation continues shall be deemed a separate offense. In addition to any fine, the District may revoke the privilege to use all or some of the facilities of the District for such length of time as is determined appropriate by the District in accordance with section 7.4 hereof.

c) Whenever a finding of guilty is entered by a court or a plea of guilty is entered by a defendant, the court may, in addition to any fine imposed, enter an order to pay restitution, with restitution to be in an amount not to exceed actual out-of-pocket expenses or loss proximately caused by the conduct of the defendant. The court shall determine the amount and conditions of payments.

d) All fines, when collected, shall be paid into the treasury of the District.

Sec. 7.7 Civil Suits

Nothing in this ordinance shall be construed to prevent or preclude the lawful use by the District of civil remedy at law, to correct an abuse or loss suffered by the District as a result of violation of this ordinance or any law of the State.

Sec. 7.8 Non-exclusivity of Penalties

The penalties provided for herein are in addition to and not exclusive of any other remedies available to the District as provided by applicable law.

Chapter 8. Repeal

All District ordinances, resolutions, policies, rules and regulations or parts thereof in conflict or inconsistent with any of the provisions of these Regulations are hereby repealed.

Chapter 9. Publication and Effective Date

Sec. 9.1. Publication in Book Form

In lieu of other publications, these Regulations 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 these Regulations in all courts and other places without further proof of the passage and publication of these Regulations.

Sec. 9.2. Effective Date

These Regulations 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.

APPENDIX

OAK BROOK PARK DISTRICT SERVICE ANIMAL POLICY

Purpose:

- A. The Oak Brook Park District (the "District") is a public entity which is subject to the terms and conditions of Title 2 of the Americans with Disabilities Act of 1990, as amended (the "ADA") and Section 504 of the Rehabilitation Act ("Section 504").
- B. The District is required by the ADA and Section 504 to establish and/or modify policies and procedures to avoid unreasonable discrimination in the provision of public services and benefits against persons with disabilities.
- C. The District desires to establish this policy with regard to the use of service animals by persons with disabilities who are registered participants in District programs or authorized users of the District's parks or facilities, by District employees with disabilities, and by visitors with disabilities in the District's parks and facilities.
- D. The corporate authorities desire for this policy to be read liberally to ensure that participants and authorized users, employees, and visitors with disabilities who have service animals can participate in and benefit from the District's services, programs, and activities, and to ensure that the District does not discriminate on the basis of disability as defined in Titles 1 and 2 of the ADA.

Primary District Contacts:

- A. Participants and authorized users may request to have a service animal accompany them in parks and facilities where they are authorized users as a reasonable accommodation. Persons with disabilities are invited to contact the District's ADA Coordinator, Karen Spandikow at 630-645-9589 or e-mail kspandikow@obparks.org.
- B. Employees may request to have a service animal as a workplace accommodation. Please contact the Director of Finance and Human Resources for information regarding this process.
- C. Visitors may be accompanied by a service animal when observing programs and activities, or enjoying the District's parks and facilities, without making a request for a reasonable modification. Persons with disabilities are invited to contact the ADA Coordinator, Karen Spandikow at 630-645-9589 or e-mail kspandikow@obparks.org with any questions about this policy.

Definitions:

- A. ***Service Animal:*** A *dog* or a *miniature horse* that has been individually trained to perform tasks for the benefit of a person with a disability. Exceptions may be made by the District on a case-by-case basis in accordance with the law. Tasks may include, but are not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to sounds, pulling a wheelchair, or retrieving dropped items. Dogs or miniature horses that are not trained to perform tasks that mitigate the effects of a disability, including dogs or miniature horses that are used purely for emotional support, are not considered service animals and are not allowed at the District's facilities and premises, unless otherwise specifically permitted..
- B. ***Partner/Handler:*** A person with a disability who uses a service animal as a reasonable accommodation, or a trainer.
- C. ***Team:*** A partner/handler and a service animal. The two work as a cohesive team in accomplishing the tasks of daily living.
- D. ***Trainee:*** A dog or a miniature horse being trained to become a service animal has the same rights as a fully trained service animal when accompanied by a partner/handler and identified as such.

General Rules Regarding Service Animals:

As a general rule, the District will modify policies, practices, and procedures, as needed, to accommodate the use of a service animal by an individual with a disability.

Restrictions/Areas of Safety:

The District may impose such restrictions on service animals as it deems necessary for safety reasons. Restrictions will be considered on a case-by-case basis to determine if the animal poses a danger to others at the District's sites or could be in danger itself, and to determine if other reasonable accommodations can be provided to assure that the individual enjoys access to the District's premises, facilities, services or programs. Questions about restrictions on service animals should be directed to the contacts identified in this Policy.

Responsibilities of Partner/Handler:

A Partner/Handler is responsible for the following:

- A. Responding truthfully to the limited and appropriate inquiries that may be made by employees regarding the service animal.
- B. Ensuring that the animal meets any local licensing requirements, including maintenance of required immunizations for that type of animal.
- C. Ensuring that the animal is wearing a license and/or tag at all times.

D. Ensuring that the animal is in a harness or on a leash or tether at all times. Exceptions may be considered individually.

E. Ensuring that the animal is under control and behaves properly at all times. The supervision of the animal is solely the responsibility of its partner/handler. If the animal's behavior becomes a hygiene problem, or the animal acts in a threatening manner, the District may require the partner/handler to remove the service animal from the site.

F. Ensuring that all local ordinances or other laws regarding cleaning up after the animal urinates and/or defecates are strictly adhered to. Individuals with disabilities who physically cannot clean up after their own animals are not required to clean or pick up and dispose of urine and/or feces; however, these individuals should use marked service animal toileting areas where provided.

G. Ensuring that the animal is kept in good health. If the service animal becomes ill, the partner/handler must remove it from the area. If such action does not occur, the District's staff may require it to leave.

District's Remedies if Partner/Handler Does Not Meet Responsibilities:

A. The District may exclude a service animal from all parts of its property if a partner/handler fails to comply with these restrictions, and in failing to do so, fundamentally alters the nature of programs, services, or activity offered by the District.

B. The District may exclude a service animal from all parts of its property if a partner/handler fails to control the behavior of a service animal and it poses a threat to the health or safety of others.

Requirements for the District's Employees, Participants and Authorized Users, and Visitors

Members of the District's staff, participants and authorized users, and visitors at the District's sites, are responsible for the following, and the District may take disciplinary action against any individual who fails to abide by these guidelines::

A. To allow service animals to accompany the partner/handler at all times and anywhere at a site.

B. To refrain from distracting a service animal in any way, including, but not limited to, petting, feeding, or interacting with the animal without the partner/handler's invitation to do so.

C. To refrain from separating a partner/handler from a service animal.

Temporary Exclusion of Service Animals:

A participant or authorized user, employee, or visitor may report a concern regarding a service animal to the District's ADA Coordinator or other supervisory staff, and the District may take appropriate action as follows:

A. Temporary Exclusion of a Service Animal Used by a Participant or Visitor:

1. In response to an immediate concern, authorized District staff may determine that a service animal must be temporarily removed from parks, sites, or facilities. The employee authorized to make such decisions at that site, park, or facility shall notify the participant or visitor of this decision and that the incident will be reported immediately to the District's ADA Coordinator. The employee shall then report the incident to the ADA Coordinator.
2. The ADA Coordinator (or designee) will investigate all reported concerns and incidents where service animals have been temporarily removed from sites, parks, and facilities. The ADA Coordinator (or designee) will consult with appropriate Department personnel and determine whether or not the animal should be excluded from sites, parks, and facilities for an extended period of time, permanently or for particular services, programs or activities due to the increased risk of harm or injury to the partner/handler, the service animal or other participants. The ADA Coordinator (or designee) will notify the participant, authorized user, or visitor of his or her decision. All decisions will be made on a case-by-case basis given the particular prevailing circumstances.
3. If it is appropriate for the service animal to be excluded from sites, parks, or facilities permanently, the ADA Coordinator (or designee) will work with other Department staff to attempt to provide an alternative reasonable accommodations in place of the service animal, to allow the participant, authorized user, or visitor to use the site, park or facility.
4. A participant, authorized user, or visitor who does not agree with the decision regarding removal from the premises may file an accessibility complaint. The District's ADA Complaint process is at www.obparks.org.

B. Temporary Exclusion of an Employee's Service Animal:

1. In response to an immediate concern, the District may determine that a service animal must be temporarily removed from sites, parks, or facilities. The Director (or designee) shall notify the employee of this decision and that the incident will be reported immediately to the District's ADA Coordinator. The Director (or designee) shall then report the incident to the District's ADA Coordinator.

2. The ADA Coordinator will investigate all reported concerns and cases where service animals have been temporarily removed from sites, parks, and facilities. The ADA Coordinator will consult with appropriate staff and determine whether or not the animal should be excluded for an extended period of time, permanently or for particular services, programs or activities due to the increased risk of harm or injury to the partner/handler, the service animal or other participants. The ADA Coordinator shall notify the employee of his or her decision. All decisions will be made on a case-by-case basis given the particular prevailing circumstances.
3. If it is appropriate for the animal to be excluded from sites, parks, and facilities permanently, the ADA Coordinator will attempt to ensure that the employee receives an appropriate accommodation in place of the use of a service animal.
4. An employee who does not agree with the resolution may file an appeal or formal complaint following the District's ADA Process.

Conflicting Disabilities:

Individuals with medical issues (such as respiratory diseases) who are affected by animals should contact the ADA Coordinator if they have a concern about exposure to a service animal. The individual will be asked to provide medical documentation that identifies a disability and the need for an accommodation. The appropriate District staff will facilitate a process to resolve the conflict that considers the needs and conditions of all persons involved.

Clarifying an Animal's Status:

It may not be easy to discern whether or not an animal is a service animal by observing the animal's harness, cape, or backpack, or to discern the nature of the partner/handler's disability. Therefore, it may be appropriate for designated District staff to ask (1) whether the animal is required because of a disability, and (2) what work or task the animal has been trained to perform.

No Liability to District:

- A. The District accepts no responsibility for care of service animals.
- B. The District accepts no liability for injury to any service animal, or injury to the partner/handler, whether caused by the animal, its partner/handler, another visitor to a District facility or site, the physical conditions of the District facility or site, or any other circumstance.
- C. The District accepts no liability for damage or injury to others caused by a service animal.

D. The District accepts no liability for any injuries or property damage, to the service animal, its partner/handler, or others, resulting from the District's failure to enforce this policy or to supervise a service animal.

Amendments to this Policy:

The District reserves the right to change, modify, or amend this policy at any time, but only by approval of such a change, modification or amendment by the Board of Park Commissioners.

So Adopted this 17th day of March, 2014.

OAK BROOK PARK DISTRICT MOBILITY DEVICE USE POLICY

Purpose:

A. The Oak Brook Park District (the "District") is a public entity which is subject to the terms and conditions of Title 2 of the Americans with Disabilities Act of 1990, as amended (the "Act").

B. The District is required by the Act to establish and/or modify policies and procedures to avoid unreasonable discrimination in the provision of public services and benefits against persons with mobility disabilities.

C. One class of mobility assistance devices is defined as "Other Power-Driven Mobility Devices".

D. In considering this Mobility Device Use Policy, the Board of Park Commissioners has considered the following factors: (a) the type, size, weight, dimensions, and speed of devices authorized by this Policy; (b) the volume of pedestrian traffic in the District's various indoor and outdoor facilities (which may vary at different times of the day, week, month, or year); (c) the design and operational characteristics of the District's various indoor and outdoor facilities (e.g., whether its service, program, or activity is conducted indoors, its square footage, the density and placement of stationary devices, and the availability of storage for the device, if requested by the user); (d) whether legitimate safety requirements can be established to permit the safe operation of "Other Power-Driven Mobility Devices" in the District's facilities; and (e) whether the use of "Other Power-Driven Mobility Devices" creates a substantial risk of serious harm to the District's patrons' health and welfare, the immediate environment or natural or cultural resources, or poses a conflict with Federal land management laws and regulations.

E. The corporate authorities desire for this Policy to be read and applied liberally to encourage the use of District facilities by authorized patrons who have mobility disabilities.

Definitions:

A. ***Direct Threat***: means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services.

B. ***Electronic Personal Assistance Mobility Devices (EPAMDs)***: A Segway® PT, or a battery-powered mobility device with substantially similar characteristics and functionality;

C. ***Other Power-Driven Mobility Device***: means any mobility device powered by batteries, fuel, or other engines – whether or not designed primarily for use by individuals with mobility disabilities that is used by individuals with mobility disabilities for the purpose of locomotion, but that is not a wheelchair within the meaning of this Policy.

D. ***Qualified Individual with a Disability***: means an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.

E. ***Wheelchair***: means a manually operated or power driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor, or of both indoor and outdoor locomotion.

Mobility Assistance Devices:

A. Use of wheelchairs and manually-powered mobility aids.

The District shall permit individuals with mobility disabilities to use wheelchairs and manually-powered mobility aids, such as walkers, crutches, canes, braces, or other similar devices designed for use by individuals with mobility disabilities in any areas open to pedestrian use.

B. Use of Other Power-Driven Mobility Devices.

1. Permitted Users.

Only individuals with mobility disabilities may use Other Power-Driven Mobility Devices in areas designated by the Executive Director within District facilities or on District property.

a. The District shall not ask an individual using a wheelchair or other Power-Driven Mobility Device questions about the nature and extent of the individual's disability.

- b. The District may ask a person using an Other Power-Driven Mobility Device to provide a credible assurance that the mobility device is required because of the person's disability. Credible assurance shall include: a valid, State-issued, disability parking placard or card, or other state-issued proof of disability; or a verbal representation, not contradicted by observable fact, that the Other Power-Driven Mobility Device is being used for a mobility disability. A "valid" disability placard or card is one that is presented by the individual to whom it was issued and is otherwise in compliance with the requirements of the State of issuance for disability placards or cards.

2. Permitted Other Power-Driven Mobility Device.

Only EPAMDs are permitted to be operated in District facilities or on District property. No combustion engine-powered Other Power-Driven Mobility Devices are allowed to be operated in District facilities or on District property.

3. Variances.

The Executive Director may grant a qualified individual with a disability a variance to allow a combustion engine-powered Other Power-Driven Mobility Device, only at an outdoor facility owned and operated by the District, upon a showing that: (a) application of this restriction would cause an undue hardship on the applicant; and (b) emissions from the combustion engine-powered Other Power-Driven Mobility Device will not have a deleterious impact on the health and safety of other District patrons participating in or observing the relevant activity, service or program. Applications for a variance must be received by the Executive Director at least 48 hours in advance of the relevant program, activity or service to which it shall apply, or the first in a series thereof.

General Safety Regulations:.

A. Other Power-Driven Mobility Device:

1. Will be allowed in any area of a facility or park in which the general public is allowed, with the exception of stairways and identified hazardous areas;
2. Must be controlled by the person riding the device;
3. Must be operated in compliance with the following guidelines:
 - a. May not exceed 4 mph in an indoor facility or 6 mph at an outdoor park or facility;
 - b. Shall be driven on the right side of the circulation route;

- c. The total combined height of the EPAMD and the operator may not exceed the height of the lowest immovable building element or park feature located in the area such device is to be operated;
- d. May not carry another person on the frame, or any object on the frame that may make the EPAMD less stable;
- e. May not be driven into wet or ecologically sensitive areas which are posted as prohibited areas by the District; and may not be operated in a dangerous or reckless manner that jeopardizes the safety of the operator, District employees, or District participants.

B. Notwithstanding the general safety regulations described above, the Executive Director shall have authority to direct a qualified individual with a disability on the safe operation of a permitted Other Power-Driven Mobility Device in light of the existing conditions at the facility where such individual seeks to operate the device and actual perceived risks related thereto; provided, however, that such directions shall not be based merely on speculation, stereotypes, or generalizations about individuals with disabilities. In giving direction on the safe operation of a permitted Other Power-Driven Mobility Device, the Executive Director may consider the then existing uses at the facility, the volume of pedestrian traffic, the prevailing environmental conditions, the density and placement of stationary devices and the individual's experience with the operation of such device.

C. This Policy does not require the District to permit an individual to participate in or benefit from the services, programs, or activities of the District when that individual poses a direct threat to the health or safety of others. The Executive Director has authority to prohibit an individual from participating in or benefiting from the services, programs, or activities of the District when that individual poses a direct threat to the health or safety of others. In determining whether an individual poses a direct threat to the health or safety of others, the Executive Director must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

District Not Obligated To Provide Personal Devices And Services:

This Policy does not require the District to provide to individuals with disabilities personal devices, such as wheelchairs or permitted Other Power-Driven Mobility Devices.

Notice:

The District shall make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of this Policy and its applicability to the services, programs, or activities of the District in a manner designed to apprise such persons of the protections against discrimination assured them by the Act and this Policy.

No Liability To District:

- A. The District accepts no responsibility for storage of any mobility device.
- B. The District accepts no liability for damage to any mobility device, or injury to the operator, whether caused by the operator, another visitor to a District facility or site, the physical conditions of the District facility or site, or any other circumstance.
- C. The District accepts no liability for damage caused by the operator of the device, or injury to others caused by the operator of the device.
- D. The District accepts no liability for any injuries or property damage, to either the operator or others, resulting from the District's failure to enforce this Policy or to supervise the operator of an Other Power-Driven Mobility Device.

Amendments to this Policy:

The District reserves the right to change, modify, or amend this Policy at any time.

So adopted this 17th day of March, 2014. Oak Brook Park District

APPENDIX

OAK BROOK PARK DISTRICT SERVICE ANIMAL POLICY

Purpose:

- A. The Oak Brook Park District (the "District") is a public entity which is subject to the terms and conditions of Title 2 of the Americans with Disabilities Act of 1990, as amended (the "ADA") and Section 504 of the Rehabilitation Act ("Section 504").
- B. The District is required by the ADA and Section 504 to establish and/or modify policies and procedures to avoid unreasonable discrimination in the provision of public services and benefits against persons with disabilities.
- C. The District desires to establish this policy with regard to the use of service animals by persons with disabilities who are registered participants in District programs or authorized users of the District's parks or facilities, by District employees with disabilities, and by visitors with disabilities in the District's parks and facilities.
- D. The corporate authorities desire for this policy to be read liberally to ensure that participants and authorized users, employees, and visitors with disabilities who have service animals can participate in and benefit from the District's services, programs, and activities, and to ensure that the District does not discriminate on the basis of disability as defined in Titles 1 and 2 of the ADA.

Primary District Contacts:

- A. Participants and authorized users may request to have a service animal accompany them in parks and facilities where they are authorized users as a reasonable accommodation. Persons with disabilities are invited to contact the District's ADA Coordinator, Karen Spandikow at 630-645-9589 or e-mail kspandikow@obparks.org.
- B. Employees may request to have a service animal as a workplace accommodation. Please contact the Director of Finance and Human Resources for information regarding this process.
- C. Visitors may be accompanied by a service animal when observing programs and activities, or enjoying the District's parks and facilities, without making a request for a reasonable modification. Persons with disabilities are invited to contact the ADA Coordinator, Karen Spandikow at 630-645-9589 or e-mail kspandikow@obparks.org with any questions about this policy.

Definitions:

- A. ***Service Animal:*** A *dog* or a *miniature horse* that has been individually trained to perform tasks for the benefit of a person with a disability. Exceptions may be made by the District on a case-by-case basis in accordance with the law. Tasks may include, but are not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to sounds, pulling a wheelchair, or retrieving dropped items. Dogs or miniature horses that are not trained to perform tasks that mitigate the effects of a disability, including dogs or miniature horses that are used purely for emotional support, are not considered service animals and are not allowed at the District's facilities and premises, unless otherwise specifically permitted..
- B. ***Partner/Handler:*** A person with a disability who uses a service animal as a reasonable accommodation, or a trainer.
- C. ***Team:*** A partner/handler and a service animal. The two work as a cohesive team in accomplishing the tasks of daily living.
- D. ***Trainee:*** A dog or a miniature horse being trained to become a service animal has the same rights as a fully trained service animal when accompanied by a partner/handler and identified as such.

General Rules Regarding Service Animals:

As a general rule, the District will modify policies, practices, and procedures, as needed, to accommodate the use of a service animal by an individual with a disability.

Restrictions/Areas of Safety:

The District may impose such restrictions on service animals as it deems necessary for safety reasons. Restrictions will be considered on a case-by-case basis to determine if the animal poses a danger to others at the District's sites or could be in danger itself, and to determine if other reasonable accommodations can be provided to assure that the individual enjoys access to the District's premises, facilities, services or programs. Questions about restrictions on service animals should be directed to the contacts identified in this Policy.

Responsibilities of Partner/Handler:

A Partner/Handler is responsible for the following:

- A. Responding truthfully to the limited and appropriate inquiries that may be made by employees regarding the service animal.
- B. Ensuring that the animal meets any local licensing requirements, including maintenance of required immunizations for that type of animal.
- C. Ensuring that the animal is wearing a license and/or tag at all times.

D. Ensuring that the animal is in a harness or on a leash or tether at all times. Exceptions may be considered individually.

E. Ensuring that the animal is under control and behaves properly at all times. The supervision of the animal is solely the responsibility of its partner/handler. If the animal's behavior becomes a hygiene problem, or the animal acts in a threatening manner, the District may require the partner/handler to remove the service animal from the site.

F. Ensuring that all local ordinances or other laws regarding cleaning up after the animal urinates and/or defecates are strictly adhered to. Individuals with disabilities who physically cannot clean up after their own animals are not required to clean or pick up and dispose of urine and/or feces; however, these individuals should use marked service animal toileting areas where provided.

G. Ensuring that the animal is kept in good health. If the service animal becomes ill, the partner/handler must remove it from the area. If such action does not occur, the District's staff may require it to leave.

District's Remedies if Partner/Handler Does Not Meet Responsibilities:

A. The District may exclude a service animal from all parts of its property if a partner/handler fails to comply with these restrictions, and in failing to do so, fundamentally alters the nature of programs, services, or activity offered by the District.

B. The District may exclude a service animal from all parts of its property if a partner/handler fails to control the behavior of a service animal and it poses a threat to the health or safety of others.

Requirements for the District's Employees, Participants and Authorized Users, and Visitors

Members of the District's staff, participants and authorized users, and visitors at the District's sites, are responsible for the following, and the District may take disciplinary action against any individual who fails to abide by these guidelines::

A. To allow service animals to accompany the partner/handler at all times and anywhere at a site.

B. To refrain from distracting a service animal in any way, including, but not limited to, petting, feeding, or interacting with the animal without the partner/handler's invitation to do so.

C. To refrain from separating a partner/handler from a service animal.

Temporary Exclusion of Service Animals:

A participant or authorized user, employee, or visitor may report a concern regarding a service animal to the District's ADA Coordinator or other supervisory staff, and the District may take appropriate action as follows:

A. Temporary Exclusion of a Service Animal Used by a Participant or Visitor:

1. In response to an immediate concern, authorized District staff may determine that a service animal must be temporarily removed from parks, sites, or facilities. The employee authorized to make such decisions at that site, park, or facility shall notify the participant or visitor of this decision and that the incident will be reported immediately to the District's ADA Coordinator. The employee shall then report the incident to the ADA Coordinator.
2. The ADA Coordinator (or designee) will investigate all reported concerns and incidents where service animals have been temporarily removed from sites, parks, and facilities. The ADA Coordinator (or designee) will consult with appropriate Department personnel and determine whether or not the animal should be excluded from sites, parks, and facilities for an extended period of time, permanently or for particular services, programs or activities due to the increased risk of harm or injury to the partner/handler, the service animal or other participants. The ADA Coordinator (or designee) will notify the participant, authorized user, or visitor of his or her decision. All decisions will be made on a case-by-case basis given the particular prevailing circumstances.
3. If it is appropriate for the service animal to be excluded from sites, parks, or facilities permanently, the ADA Coordinator (or designee) will work with other Department staff to attempt to provide an alternative reasonable accommodations in place of the service animal, to allow the participant, authorized user, or visitor to use the site, park or facility.
4. A participant, authorized user, or visitor who does not agree with the decision regarding removal from the premises may file an accessibility complaint. The District's ADA Complaint process is at www.obparks.org.

B. Temporary Exclusion of an Employee's Service Animal:

1. In response to an immediate concern, the District may determine that a service animal must be temporarily removed from sites, parks, or facilities. The Director (or designee) shall notify the employee of this decision and that the incident will be reported immediately to the District's ADA Coordinator. The Director (or designee) shall then report the incident to the District's ADA Coordinator.

2. The ADA Coordinator will investigate all reported concerns and cases where service animals have been temporarily removed from sites, parks, and facilities. The ADA Coordinator will consult with appropriate staff and determine whether or not the animal should be excluded for an extended period of time, permanently or for particular services, programs or activities due to the increased risk of harm or injury to the partner/handler, the service animal or other participants. The ADA Coordinator shall notify the employee of his or her decision. All decisions will be made on a case-by-case basis given the particular prevailing circumstances.
3. If it is appropriate for the animal to be excluded from sites, parks, and facilities permanently, the ADA Coordinator will attempt to ensure that the employee receives an appropriate accommodation in place of the use of a service animal.
4. An employee who does not agree with the resolution may file an appeal or formal complaint following the District's ADA Process.

Conflicting Disabilities:

Individuals with medical issues (such as respiratory diseases) who are affected by animals should contact the ADA Coordinator if they have a concern about exposure to a service animal. The individual will be asked to provide medical documentation that identifies a disability and the need for an accommodation. The appropriate District staff will facilitate a process to resolve the conflict that considers the needs and conditions of all persons involved.

Clarifying an Animal's Status:

It may not be easy to discern whether or not an animal is a service animal by observing the animal's harness, cape, or backpack, or to discern the nature of the partner/handler's disability. Therefore, it may be appropriate for designated District staff to ask (1) whether the animal is required because of a disability, and (2) what work or task the animal has been trained to perform.

No Liability to District:

- A. The District accepts no responsibility for care of service animals.
- B. The District accepts no liability for injury to any service animal, or injury to the partner/handler, whether caused by the animal, its partner/handler, another visitor to a District facility or site, the physical conditions of the District facility or site, or any other circumstance.
- C. The District accepts no liability for damage or injury to others caused by a service animal.

D. The District accepts no liability for any injuries or property damage, to the service animal, its partner/handler, or others, resulting from the District's failure to enforce this policy or to supervise a service animal.

Amendments to this Policy:

The District reserves the right to change, modify, or amend this policy at any time, but only by approval of such a change, modification or amendment by the Board of Park Commissioners.

So Adopted this 17th day of March, 2014.

OAK BROOK PARK DISTRICT MOBILITY DEVICE USE POLICY

Purpose:

A. The Oak Brook Park District (the "District") is a public entity which is subject to the terms and conditions of Title 2 of the Americans with Disabilities Act of 1990, as amended (the "Act").

B. The District is required by the Act to establish and/or modify policies and procedures to avoid unreasonable discrimination in the provision of public services and benefits against persons with mobility disabilities.

C. One class of mobility assistance devices is defined as "Other Power-Driven Mobility Devices".

D. In considering this Mobility Device Use Policy, the Board of Park Commissioners has considered the following factors: (a) the type, size, weight, dimensions, and speed of devices authorized by this Policy; (b) the volume of pedestrian traffic in the District's various indoor and outdoor facilities (which may vary at different times of the day, week, month, or year); (c) the design and operational characteristics of the District's various indoor and outdoor facilities (e.g., whether its service, program, or activity is conducted indoors, its square footage, the density and placement of stationary devices, and the availability of storage for the device, if requested by the user); (d) whether legitimate safety requirements can be established to permit the safe operation of "Other Power-Driven Mobility Devices" in the District's facilities; and (e) whether the use of "Other Power-Driven Mobility Devices" creates a substantial risk of serious harm to the District's patrons' health and welfare, the immediate environment or natural or cultural resources, or poses a conflict with Federal land management laws and regulations.

E. The corporate authorities desire for this Policy to be read and applied liberally to encourage the use of District facilities by authorized patrons who have mobility disabilities.

Definitions:

- A. ***Direct Threat***: means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services.
- B. ***Electronic Personal Assistance Mobility Devices (EPAMDs)***: A Segway® PT, or a battery-powered mobility device with substantially similar characteristics and functionality;
- C. ***Other Power-Driven Mobility Device***: means any mobility device powered by batteries, fuel, or other engines – whether or not designed primarily for use by individuals with mobility disabilities that is used by individuals with mobility disabilities for the purpose of locomotion, but that is not a wheelchair within the meaning of this Policy.
- D. ***Qualified Individual with a Disability***: means an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.
- E. ***Wheelchair***: means a manually operated or power driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor, or of both indoor and outdoor locomotion.

Mobility Assistance Devices:

- A. Use of wheelchairs and manually-powered mobility aids.

The District shall permit individuals with mobility disabilities to use wheelchairs and manually-powered mobility aids, such as walkers, crutches, canes, braces, or other similar devices designed for use by individuals with mobility disabilities in any areas open to pedestrian use.

- B. Use of Other Power-Driven Mobility Devices.

1. Permitted Users.

Only individuals with mobility disabilities may use Other Power-Driven Mobility Devices in areas designated by the Executive Director within District facilities or on District property.

- a. The District shall not ask an individual using a wheelchair or other Power-Driven Mobility Device questions about the nature and extent of the individual's disability.

- b. The District may ask a person using an Other Power-Driven Mobility Device to provide a credible assurance that the mobility device is required because of the person's disability. Credible assurance shall include: a valid, State-issued, disability parking placard or card, or other state-issued proof of disability; or a verbal representation, not contradicted by observable fact, that the Other Power-Driven Mobility Device is being used for a mobility disability. A "valid" disability placard or card is one that is presented by the individual to whom it was issued and is otherwise in compliance with the requirements of the State of issuance for disability placards or cards.

2. Permitted Other Power-Driven Mobility Device.

Only EPAMDs are permitted to be operated in District facilities or on District property. No combustion engine-powered Other Power-Driven Mobility Devices are allowed to be operated in District facilities or on District property.

3. Variances.

The Executive Director may grant a qualified individual with a disability a variance to allow a combustion engine-powered Other Power-Driven Mobility Device, only at an outdoor facility owned and operated by the District, upon a showing that: (a) application of this restriction would cause an undue hardship on the applicant; and (b) emissions from the combustion engine-powered Other Power-Driven Mobility Device will not have a deleterious impact on the health and safety of other District patrons participating in or observing the relevant activity, service or program. Applications for a variance must be received by the Executive Director at least 48 hours in advance of the relevant program, activity or service to which it shall apply, or the first in a series thereof.

General Safety Regulations:.

A. Other Power-Driven Mobility Device:

1. Will be allowed in any area of a facility or park in which the general public is allowed, with the exception of stairways and identified hazardous areas;
2. Must be controlled by the person riding the device;
3. Must be operated in compliance with the following guidelines:
 - a. May not exceed 4 mph in an indoor facility or 6 mph at an outdoor park or facility;
 - b. Shall be driven on the right side of the circulation route;

- c. The total combined height of the EPAMD and the operator may not exceed the height of the lowest immovable building element or park feature located in the area such device is to be operated;
- d. May not carry another person on the frame, or any object on the frame that may make the EPAMD less stable;
- e. May not be driven into wet or ecologically sensitive areas which are posted as prohibited areas by the District; and may not be operated in a dangerous or reckless manner that jeopardizes the safety of the operator, District employees, or District participants.

B. Notwithstanding the general safety regulations described above, the Executive Director shall have authority to direct a qualified individual with a disability on the safe operation of a permitted Other Power-Driven Mobility Device in light of the existing conditions at the facility where such individual seeks to operate the device and actual perceived risks related thereto; provided, however, that such directions shall not be based merely on speculation, stereotypes, or generalizations about individuals with disabilities. In giving direction on the safe operation of a permitted Other Power-Driven Mobility Device, the Executive Director may consider the then existing uses at the facility, the volume of pedestrian traffic, the prevailing environmental conditions, the density and placement of stationary devices and the individual's experience with the operation of such device.

C. This Policy does not require the District to permit an individual to participate in or benefit from the services, programs, or activities of the District when that individual poses a direct threat to the health or safety of others. The Executive Director has authority to prohibit an individual from participating in or benefiting from the services, programs, or activities of the District when that individual poses a direct threat to the health or safety of others. In determining whether an individual poses a direct threat to the health or safety of others, the Executive Director must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

District Not Obligated To Provide Personal Devices And Services:

This Policy does not require the District to provide to individuals with disabilities personal devices, such as wheelchairs or permitted Other Power-Driven Mobility Devices.

Notice:

The District shall make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of this Policy and its applicability to the services, programs, or activities of the District in a manner designed to apprise such persons of the protections against discrimination assured them by the Act and this Policy.

No Liability To District:

- A. The District accepts no responsibility for storage of any mobility device.
- B. The District accepts no liability for damage to any mobility device, or injury to the operator, whether caused by the operator, another visitor to a District facility or site, the physical conditions of the District facility or site, or any other circumstance.
- C. The District accepts no liability for damage caused by the operator of the device, or injury to others caused by the operator of the device.
- D. The District accepts no liability for any injuries or property damage, to either the operator or others, resulting from the District's failure to enforce this Policy or to supervise the operator of an Other Power-Driven Mobility Device.

Amendments to this Policy:

The District reserves the right to change, modify, or amend this Policy at any time.

So adopted this 17th day of March, 2014. Oak Brook Park District

6.3 Membership Rates for Employees of the Village of Oak Brook

The Board of Park Commissioners of the Oak Brook Park District recognizes the value of maintaining healthy work environments, and in providing physical fitness opportunities to employees, knowing that physical fitness will improve and individual's ability to perform job functions, reduce stress, and be better prepared physically and psychologically; and

The District and the Village of Oak Brook provide insurance to their employees through the same risk pool, and recognize the insurance costs savings in maintaining healthy lifestyles for employees of the District and the Village of Oak Brook.

The Board of Park Commissioners has approved a special membership category for the employees of the Village of Oak Brook, for the use of and membership in the facilities of the District, and in particular for the use of and membership in the Fitness Center, the Family Aquatic Center, and the Tennis Center.

Employees of the Village of Oak Brook are eligible for the following membership rate:

A) Waiver of Enrollment Fee and Corporate Resident Rate:

Effective April 12, 2010, all personnel employed by the Village of Oak Brook shall be eligible for the special Corporate Membership Rate and the initial enrollment fee shall be waived.

B) Membership Fees:

Employees of the Village of Oak Brook may enroll for membership in their choice of District facilities based on the current membership fee schedule for Corporate Residents, as posted on the District's website (www.obparks.org) or published in the District's brochure at the time of enrollment. All standard registration policies apply. Membership fees may be increased as determined by the Board.

C) Membership Enrollment Requirements:

Employees of the Village of Oak Brook are required to show a valid state I.D. and submit a letter from Village of Oak Brook's Human Resources Department, bearing the Village of Oak Brook's letterhead and verifying employment at the time of the initial membership application, which form shall be made available by the District during enrollment. On an annual basis, on the anniversary date of the initial membership enrollment, the Employee of the Village of Oak Brook is required to submit a letter from the Village of Oak Brook's Human Resources Department verifying current employment.

6.4 Membership Rates for Non-Oak Brook Public Safety Personnel

The Board of Park Commissioners (the “Board”) of the Oak Brook Park District (the “District”) has heretofore approved a membership fee schedule for Public Safety Personnel for the use of and membership in the facilities of the Oak Brook Park District, and in particular for the use of and membership in the Fitness Center, the Family Aquatic Center, and the Tennis Center.

The Board recognizes the dangers all Public Safety Personnel encounter daily and wishes to continue providing physical fitness opportunities for Public Safety Personnel in surrounding communities; knowing that physical fitness will improve Public Safety Personnel’s ability to perform job functions, reduce stress, and be better prepared physically and psychologically for their important roles in our communities “to protect and to serve.”

The Board of Park Commissioners of the Oak Brook Park District, has approved membership rates for Non-Oak Brook Public Safety Personnel as follows:

Section 1. The following definition is approved by the Board for identifying persons qualified to be treated as “Public Safety Personnel”:

The term “Public Safety Personnel” shall mean any individual employed by a public safety agency to provide safety and protection to the public, commonly referred to as the “core of public safety” and shall include the job descriptions of the various ranks of the agency for police officer, sheriff, fire fighter, emergency medical technician, and “911” dispatcher.

Section 2. The following employment categories, fees, and enrollment requirements are hereby approved by the Board for Public Safety Personnel Membership Employed by Agencies Outside of the Village of Oak Brook (“Oak Brook”):

A) Waiver of Enrollment Fee and Corporate Resident Rate:

Effective April 12, 2010, all Public Safety Personnel employed by agencies outside of the boundaries of Oak Brook, including Illinois State Police and Sheriff’s officers, shall have the enrollment fee waived and shall be eligible for the Corporate Resident Membership Rate. The District shall continue to renew existing memberships based on the membership category effective at the time the membership was commenced, for any Public Safety Personnel employed by agencies outside of Oak Brook, whose membership was purchased prior to April 12, 2010.

B) Membership Fees:

Public Safety Personnel may enroll for membership in their choice of District facilities based on the current membership fee schedule for Corporate Residents, as posted on the District’s website (www.obparks.org) or published in the

District's brochure at the time of enrollment. All standard registration policies apply. Membership fees may be increased as determined by the Board.

C) Membership Enrollment Requirements for Public Safety Personnel:

Public Safety Personnel are required to show a valid state I.D. and submit a letter from their employer's Human Resources Department, bearing the agency's letterhead and verifying employment at the time of the initial membership application, which form shall be made available by the District during enrollment. On an annual basis, on the anniversary date of the initial membership enrollment, Public Safety Personnel are required to submit a letter from the agency's Human Resources Department verifying current employment.

6.5 Non-Resident Use of the Recreation Center

The Recreation Center was constructed and established by the Oak Brook Park District (the "District") primarily for the use and enjoyment of its residents; and

The Board of Park Commissioners of the Oak Brook Park District (the "Board") also recognizes the benefits of permitting and encouraging the use of the Recreation Center by nonresidents to defray some of its operations and maintenance costs.

It is within the sound discretion of the Board to determine, from time to time, that certain restrictions on nonresidential use may be necessary in order to maximize the ability of District residents to use the Recreation Center, and the Board deems it to be necessary and desirable to establish a policy concerning such restrictions.

1.) It shall be the policy of the Board that limitations or restrictions on use, or times and days of use of the Recreation Center by nonresidents may be established, or the required fees for such nonresidents may be increased for certain programs or activities, in the discretion of the Board, in order to assure maximum use and enjoyment by District residents, for reasons including but not limited to the following:

- a. Scheduling conflicts;
- b. Overcrowding of facilities or programs resulting in unreasonable waiting time or unavailability of equipment or facilities;
- c. Unavailability of supervisory staff.

Any limitations and restrictions established shall be consistent with the District's policy and practice of nondiscrimination and equal opportunity for membership and use of its facilities regardless of race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, civil union or family status, physical or mental handicap, pregnancy, or unfavorable discharge from military service.

2.) Limitations and restrictions established pursuant to paragraph 1 of this Resolution shall be included in the publications and brochures circulated by the District, and shall be posted in appropriate locations at the Recreation Center.

Section 6.6 Soccer Goal Safety and Education Policy

I. Introduction and Identification of Act

This Soccer Goal Safety and Education Policy ("Policy") is adopted pursuant to the Illinois Movable Soccer Goal Safety Act, also known as Zach's Law, 430 ILCS 145/1, *et seq* (the "Act"). The Act requires the **OAK BROOK PARK DISTRICT** to create a Policy to outline how it will specifically address the safety issues associated with movable soccer goals.

II. Definitions

The following words shall have the following meanings when used in this Policy.

"Act" means the Illinois Movable Soccer Goal Safety Act, also known as Zach's Law, 430 ILCS 145.1m *et seq*.

"Authorized Personnel" means Permitted Users and all District employees who have responsibility for or contact with Movable Soccer Goals.

"Board" means the Board of Commissioners of the District.

"District" means **OAK BROOK PARK DISTRICT**

"Movable Soccer Goal(s)" means a freestanding structure consisting of at least 2 upright posts, a crossbar, and support bars that is designed: (1) to be used for the purposes of a soccer goal; (2) to be used without any other form of support or restraint other than pegs, stakes, augers, counter-weights, or other types of temporary anchoring devices; and (3) to be able to be moved to different locations.

"Organization" means any unit of local government other than the District, and any school district, sporting club, soccer organization, religious organization, business, or other similar organization.

"Permitted User(s)" means an Organization and all of its employees, agents, coaches and volunteers, which use Property for Soccer-Related Activities.

"Policy" means this Soccer Goal Safety and Education Policy.

"Property" means real property owned or leased by the District where Movable Soccer Goals are used.

"Safety Guidelines" mean the Guidelines for Safely Securing Movable Soccer Goals attached to this Policy as Attachment 1.

"Soccer-Related Activity" means use of Movable Soccer Goals on Property, including without limitation, soccer games, scrimmages, practices and the like.

III. Moving And Securing Movable Soccer Goals; Warning Labels

Prior to the commencement of the soccer season each year, the District will place and secure Movable Soccer Goals on its Property in accordance with the Safety Guidelines. Only the District shall be permitted to move any Movable Soccer Goal the District owns, installs, or places on its

Property.

Thereafter, if a Movable Soccer Goal becomes unanchored or improperly secured, only Authorized Personnel shall be permitted to re-secure it in accordance with the Safety Guidelines.

A warning label such as the following shall be posted on all Movable Soccer Goals:

ONLY AUTHORIZED PERSONAL MAY MOVE AND ANCHOR THIS GOAL. IF THIS GOAL IS NOT ANCHORED DOWN, DO NOT USE IT AND CONTACT THE DIRECTOR OF PARKS AND PLANNING AND FACILITY SERVICES: 630-645-9531. SERIOUS INJURY INCLUDING DEATH CAN OCCUR IF IT TIPS OVER.

IV. Routine Inspections by District

The District shall routinely inspect all Movable Soccer Goals that the District has installed or placed onto its Property to verify that they are properly secured and document such inspection in writing.

V. Permitted User Inspections, Placement in Non-Use Position And Notice to Players

As a condition of the use of Property, before and after any Soccer-Related Activity, Permitted Users shall make a physical inspection of each Movable Soccer Goal to assure that the goal is secure in accordance with the Safety Guidelines. If any Movable Soccer Goal is not properly secured, the Permitted User shall secure the goal in accordance with the Safety Guidelines. If the Permitted User does not have the necessary equipment to secure the goal in accordance with the Safety Guidelines, the Permitted User shall place the goal in a non-use position by laying it forward onto its front bars and crossbar and shall immediately notify the District of the location of the goal.

As a condition of the use of Property and prior to the commencement of the soccer season each year, each Organization shall advise their players and the players' parents and guardians, that Movable Soccer Goals may not be moved and that any use of a Movable Soccer Goal that is inconsistent with Soccer-Related Activity is strictly prohibited, including without limitation, playing, climbing, or hanging on any part of the Movable Soccer Goal. According to the U.S. Consumer Product Safety Commission, these activities can result in serious injury, including death. A sample notice is attached hereto as Attachment 2.

VI. Use of District Property by Permitted Users

A copy of this Policy shall be provided to all Organizations using the Property for Soccer-Related Activity. Prior to using Property for Soccer-Related Activity, each Organization shall provide each of its Permitted Users with a copy of this Policy and shall require that each of its Permitted Users comply with all applicable provisions of this Policy.

VII. Removal

At the conclusion of each soccer season, the District will either remove all Movable Soccer Goals that it has installed or otherwise placed on its Property and store such goals at a secure location or otherwise secure such goals on its Property by placing the goal frames face to face (front posts and crossbars facing toward each other) and securing them at each goalpost with a lock and chain; or locking and chaining the goals to a suitable fixed structure such as a permanent fence; or locking unused portable goals in a secure storage room after each use; or fully disassembling the goals for season storage.

VIII. Acquisition of Tip-Resistant Movable Soccer Goals

After the effective date of this Policy, the District will not purchase any Movable Soccer Goal unless it is tip resistant. A Movable Soccer Goal whose inside measurements are 6.5 to 8 feet high and 18 to 24 feet wide is not tip-resistant unless it conforms to the American Society for Testing and Materials (ASTM) standard F2673-08 for tip-resistant Movable Soccer Goals or is otherwise equipped with another design-feature approved by the U.S. Consumer Product Safety Commission. Notwithstanding the foregoing provisions, the District may continue to use its existing goals in a manner consistent with this Policy.

IX. Applicability

If any provision of this Policy conflicts with any provision of the Act, the provisions of the Act shall prevail.

This Policy shall not create any new liability or increase any existing liability of the District, or any of its officers, employees, or agents, which exists under any other law, including but not limited to the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* Nor shall this Policy alter, diminish, restrict, cancel, or waive any defense or immunity of the District or any of its officers, employees, or agents, which exists under any other law, including but not limited to the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

X. Availability of Policy

All District employees who have responsibility for or contact with Movable Soccer Goals shall be advised of this Policy.

A copy of the Policy is available to all other employees and any member of the public by requesting a copy from: the ~~Recreation Manager- Athletics-Supervisor~~, Oak Brook Park District. 1450 Forest Gate Road, Oak Brook IL, 60523. (630)990-4233

XI. Amendments

This Policy may be amended by the District at any time.

XII. Effective Date

This Policy becomes effective October 10, 2011.

Approved by Board of Commissioners October 10, 2011

ATTACHMENT 1

NOTE: The Guidelines for Movable Soccer Goal Safety published by the U.S. Consumer Product Safety Commission state that there are several different ways to properly secure a soccer goal and that the number and type of anchors to be used depend on a number of factors, such as soil type, soil moisture content, and total goal weight. The following guidelines are taken from the CPSC recommendations for Anchoring/Securing/Counterweighting goals. It is advisable to adapt Attachment 1 to the extent the recommendations are appropriate to a District's particular ~~sitation~~situation.

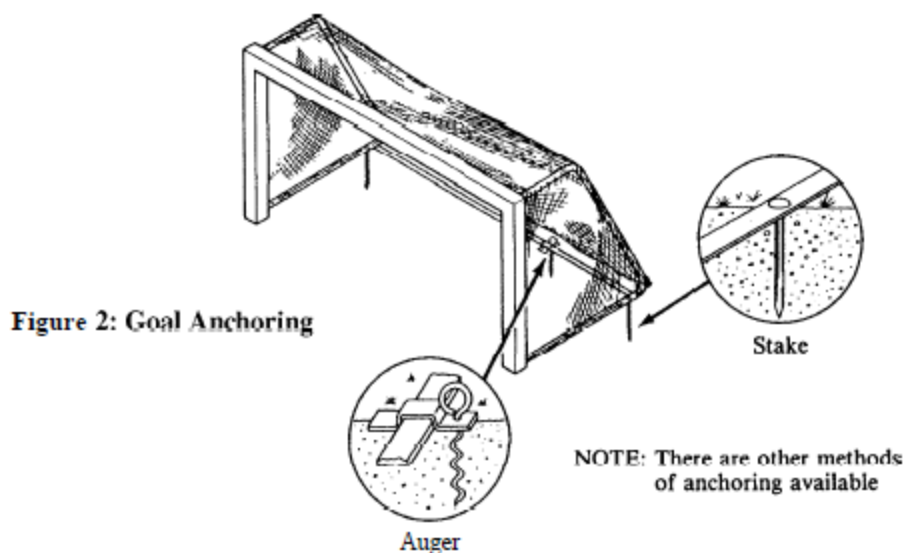
GUIDELINES FOR SAFELY SECURING MOVABLE SOCCER GOALS

According to the U.S. Consumer Product Safety Commission (CPSC), a properly anchored / counter-weighted movable soccer goal is much less likely to tip over. Accordingly, it is IMPERATIVE that ALL movable soccer goals are always anchored properly (e.g., see Figure 2 below) and that they are secured to the ground (preferably at the rear of the goal), making sure the anchors are flush with the ground and clearly visible.

There are several different ways to secure a Movable Soccer Goal. The number and type of anchors to be used will depend on a number of factors, such as soil type, soil moisture content, and total goal weight. Each goal shall be secured in accordance with the appropriate anchoring system as set forth below.

In addition, warning labels required by the District's Soccer Goal Safety and Education Policy will be attached to each goal. Nets shall be secured to posts, crossbars, and backdrops with tape or Velcro straps at intervals of no less than one every four feet.

Illustrations and Recommendations according to the U.S. Consumer Product Safety Commission



ATTACHMENT 1 - CONTINUED

Anchor Types

1. Auger style

This style anchor is “helical” shaped and is screwed into the ground. A flange is positioned over the ground shoes (bar) and rear ground shoe (bar) to secure them to the ground. A minimum of two auger-style anchors (one on each side of the goal) are recommended. More may be required, depending on the manufacturer’s specifications, the weight of the goal, and soil conditions.

Figure 3.1: Auger Style Anchor



2. Semi-permanent

This anchor type is usually comprised of two or more functional components. The main support requires a permanently secured base that is buried underground. One type (3.2a) of semi-permanent anchor connects the underground base to the soccer goal by means of 2 tethers. Another design (3.2b) utilizes a buried anchor tube with a threaded opening at ground level. The goal is positioned over the buried tube and the bolt is passed through the goal ground shoes (bar) and rear ground shoe (bar) and screwed into the threaded hole of the buried tube.

Figure 3.2a: Semipermanent Anchor

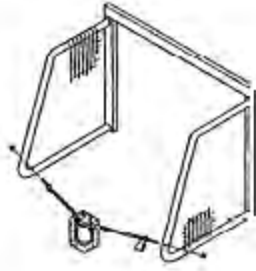
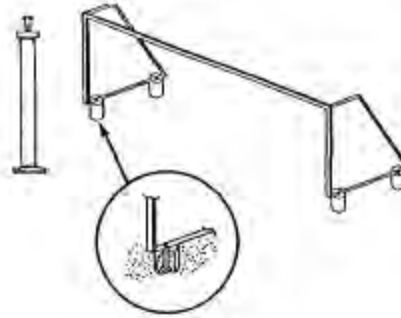


Figure 3.2b: Semipermanent Anchor



3. Peg or Stake style (varying lengths) Anchor

Typically two to four pegs or stakes are used per goal (more for heavier goals) (Figure 3.3). The normal length of a peg or stake is approximately 10 inches (250mm). Care should be taken when installing pegs or stakes. Pegs or stakes should be driven into the ground with a sledge-hammer as far as possible and at an angle if possible, through available holes in the ground shoes (bar) and rear ground shoe (bar) to secure them to the ground. If the peg or stake is not flush with the ground, it should be clearly visible to persons playing near the soccer goal. Stakes with larger diameters or textured surfaces have greater holding capacity.

Figure 3.3: Peg or Stake Style Anchor

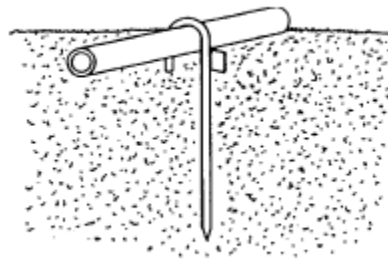


4. J-Hook Shaped Stake style

This style is used when holes are not pre-drilled into the ground shoes (bars) or rear ground shoe (bar) of the goal. Similar to the peg or stake style, this anchor is hammered, at an angle if possible, directly into the earth. The curved (top) position of this anchor fits over the goal member to secure it to the ground (Figure 3.4). Typically, two to four stakes of this type are

recommended (per goal), depending on stake structure, manufacturers specifications, weight of goal, and soil conditions. Stakes with larger diameters or textured surfaces have greater holding capacity.

Figure 3.4: J-Hook Anchor



5. Sandbags/Counterweights

Sandbags or other counterweights could be an effective alternative on hard surfaces, such as artificial turf, where the surface cannot be penetrated by a conventional anchor (i. e., an indoor practice facility) (Figure 3.5). The number of bags or weights needed will vary and must be adequate for the size and total weight of the goal being supported.

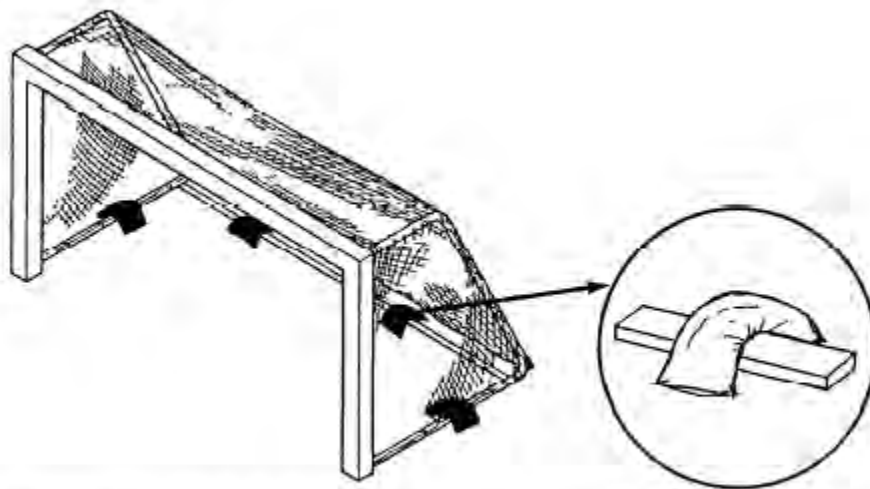


Figure 3.5: Sandbag Method of Anchoring

(Rear) Ground Bar/Shoe

6. Net Pegs

These tapered, metal stakes should be used to secure only the NET to the ground (Figure 3.6). Net pegs should NOT be used to anchor the movable soccer goal.

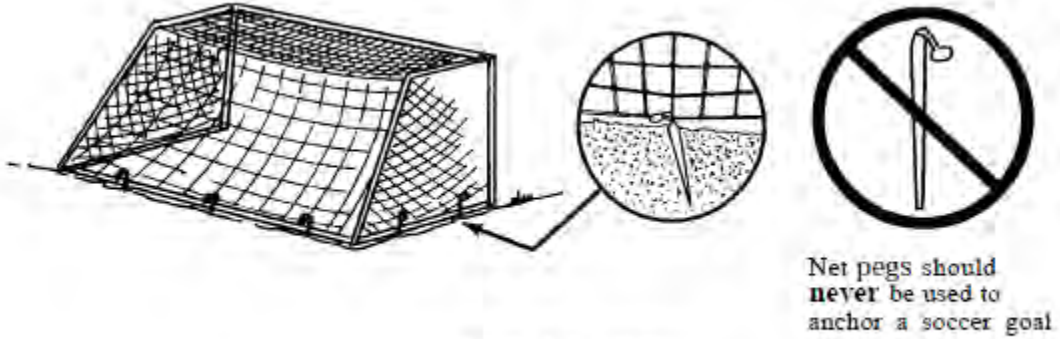


Figure 3.6: Net Pegs

ATTACHMENT 2

SAMPLE NOTICE

[INSERT DATE]

TO WHOM IT MAY CONCERN: All parents and guardians of soccer players:

One of our primary objectives is that children have safe recreation areas. To that end, soccer goals should remain securely anchored to the ground and nets firmly attached to the goals.

In an effort to keep the goals and nets secure and children safe, you are required to advise your children/soccer players and any other person accompanying you for whom you are responsible that the following is strictly prohibited: moving any soccer goals and any use of a soccer goal that is inconsistent with soccer-related activity, including without limitation, playing, climbing, or hanging on any part of the soccer goal. This especially applies to children climbing on or hanging from nets or goal frames. According the U.S. Consumer Product Safety Commission, these activities can result in serious injury, including death.

If you observe any child inappropriately using a soccer goal or net, immediately and politely ask the child to stop. If the activity continues, please notify a coach or referee as soon as possible. Players violating this rule may be forced to sit out, at the coach's discretion.

Finally, if you see any soccer goal that is not anchored down or any net that is not firmly secured to the goal, please notify a coach or referee immediately.

Sincerely,

[INSERT NAME]

6.7 Park Master Plans Policy

All land controlled by the District shall serve an intended park and recreation purpose which provides public benefit. The type of use may vary from a highly developed parcel which provides for active, programmed recreation and park services to one which is undeveloped and utilized as a passive open space site.

Prior to committing to the development of a previously undeveloped open space, or redeveloping a park which significantly modifies its previous use and purpose, the Board will review and approve a Park Master Plan. This plan will govern the park site's development and will protect and preserve desirable qualities of the resource base.

Each Park Master Plan shall consist of a concept drawing which shows the spatial arrangements of various components of the plan, such as playground areas, athletic fields, buildings, pathways, landscape, etc.

Prior to adopting a Park Master Plan, staff will hold a public meeting, if applicable, to gather input from the community and surrounding neighborhood. Input gathered from these meetings, along with recommendations and standards included in community and Park District planning documents, will be used by staff to develop a preliminary draft with cost estimates and will be presented to the Board for final approval.

The Board shall endeavor to keep the master plan current and shall undertake a thorough review of the master plan at least as often as every 10 years.

6. 8 Defense Against Park Land Encroachment Procedure

The Oak Brook Park District will act as a good neighbor to adjoining property owners while protecting public land against encroachment.

Typical Examples of Park Land Encroachment:

1. Expanding landscaping, gardens, planting areas on to the adjoining park land.
2. Using adjoining park land as a dump for grass clippings, yard waste, and/or other debris.
3. Parking a vehicle or other equipment on adjoining park land.
4. Removing or planting vegetation on park land.

The procedure for defense against encroachment is as follows:

- The Park District staff will visually inspect for potential encroachment issues during routine park visits.
- Staff will notify the Director of Parks and Planning who will document and photograph the violation.
- The Director of Parks and Planning will utilize plats of survey, G.I.S. maps, and site measurements to confirm the encroachment is on park land.
- On minor encroachment, the Director of Parks and Planning will notify the encroaching property owner by mail and give a 60 day notice to remove the encroachment.
- After the 60 day notice has passed, the site will be inspected to confirm that the encroachment has been remediated.
- If the encroachment still exists after 60 days, legal counsel for the Oak Brook Park District will be contacted to determine the legal course of action to be taken in order to remedy the situation.
- All steps in this process will be documented.

Section 6.9 OAK BROOK PARK DISTRICT- FACILITY STANDARDS

FAMILY RECREATION CENTER

- 1) **ROOM SET UP:** All rooms should be set up no later than 20 minutes prior to the start time listed on the Daily Schedule located in the Daily Schedule Binder at the Front Desk. It is the responsibility of the Custodial Staff to check this binder at the beginning of their shift and to complete the room set up process. Should staff require assistance with the set up, they are to notify the Manager Supervisor(s) on Duty for assistance. It is the responsibility of the Custodial Staff to clean the room, remove the trash, and return the tables/chairs to Studio D storage. NO ROOM SHOULD REMAIN SET UP OVER NIGHT WITHOUT ACQUIRING PERMISSION FROM THE SUPERINTENDENT OF FACILITIES ~~IES~~ MANAGER, ~~FACILITY~~ FACILITY SUPERVISOR, OR FACILITY COORDINATOR.
 - a) **INTERNAL BOOKINGS:** Each Supervisor for the listed program is responsible for submitting a Meeting Room/Studio Set-Up Form prior to each event. This form will be located in the Facility Set-Up binder located at the Front Desk under the corresponding date of the rental. Blank set up forms are located on the shared drive: S:\ALL RECREATION\Front Desk\Joel\Rentals\Set-Up Forms\001 S:\ALL RECREATION\Facilities\Facility Resources\Rentals
 - b) **EXTERNAL BOOKINGS:** The room set up is listed in the notes section of the Daily Schedule Schedules located at the Front Desk. These are printed out nightly by the front desk team for the following day.
- 2) **LOCKER ROOMS:** Refer to the See Custodial Check List for additional information.
 - a) Lockers rooms should be checked a MINIMUM OF ONCE PER HOUR during all Custodial shifts. This includes ensuring:
 - i) Lockers are closed
 - ii) No towels or trash are on the floors or on top of lockers
 - iii) Soap and p/Paper towel dispensers ares filled in sink area
 - iv) Toilet areas are clean and toilet paper rolls filled
 - v) Showers are clean and Hair/bBody soap dispensers are full
 - vi) Trash receptacles are emptied not full/over flowing
 - b) Showers are to be cleaned and /scrubbed daily. This process is to be completed by the Custodian working Monday-Friday during the closing shift ~~1pm-5pm~~ as well as the closing staff on Saturdays and Sundays or otherwise appointed by the Superintendent of Facilities ~~Facility Manger~~. This includes but not limited to:
 - i) Scrubbing around all fixtures
 - ii) Scrubbing walls and wall tiles
 - iii) Scrubbing the floors

- iv) Removing any discoloration from shower rods and curtains
 - v) Power wWashing the shower room walk-way and each shower all individually
 - vi) ~~Power Washing the walk-way of the shower room~~
- 3) **COFFEE BAR:** Coffee supplies are ordered by the Superintendent of Facilities~~Facility Supervisor Manager~~. It is the responsibility of the Lead Custodian to notify the Superintendent of Facilities ~~Facility Supervisor Manager~~ when an order needs to be placed and to specify the of what product. Custodial sStaff should check the coffee hourly and brew a new pot when necessary.
- 4) **MEETING ROOMS/STUDIOS:** All rooms for are to be cleaned at the end of each~~any~~ event. This process includes the following:
- a) Dry and wet mopping the fFloors and/or vacuuming carpeted areas
 - b) Cleaning wWindows
 - c) Cleaning mMirrors
 - d) Removing tables/chairs and relocating to Studio D storage ~~(see Section 1 for more information)~~
 - e) Trash removaled and the replacement of a trash liners~~s-replaced~~ in all receptacles
 - f) Refer to the~~See~~ Custodial Check List for additional information.
- 5) **CORI'S WAY:** All rooms located in Cori's way (including all bathrooms) are to be cleaned nightly after Preschool or Camp has ended for the day. The bathroom located in the Play Room is to be cleaned mid-day ~~half way through the day~~ as well as at the end of the day. Refer to the ~~See~~ Custodial Check List for additional information.
- 6) **BATHROOMS:** Lower lLevel bathrooms as well as the public bathrooms located in the main hall should be checked by the cCustodial sStaff at the beginning, mid-point, and end of each ~~their~~ shift. The following items should be checked and all areas attended to as needed: as well as the end of the shift.
- a) No towels or trash are on the floors or on top of counters~~lockers~~
 - b) Soap and p/Paper towel dispensers are filled ~~in sink area~~
 - c) Toilet areas are clean and toilet paper rolls filled
 - d) Trash receptacles are emptied~~not full/over flowing~~
 - e) See Custodial Check List for additional information.
- 7) **ADMINISTRATIVE OFFICES:** ~~Are to be cleaned nightly after~~ The Administrative Offices are to be cleaned nightly after closures ~~at 5pm~~ Monday-Friday, after 5pm. Offices will only be cleaned on the weekend if requested by staff ~~members~~.

8) **LIGHTING:** ~~Lighting will be fully inspected as part of the monthly facility inspection. Any staff that notices outage(s) should report the area immediately using a Work Order Request (see Section 14).~~

8) **INSPECTIONS:** Monthly inspections will be completed at the beginning of each month. ~~located on Productive Parks. These inspections are to be completed by the Facility Supervisor~~ Building Engineer, Building Technician, ~~Manager~~ or another assigned staff member ~~assigned by the Facility Supervisor Manager~~. It is the responsibility of the Superintendent of Facilities or the Superintendent of Aquatics and Maintenance ~~Facility Supervisor Manager~~ to attend to follow up on any reported deficiencies of the report and to finalize the report once all deficiencies have been brought to standard. The monthly inspections are contained within a Monthly Inspection Binder located within the Maintenance Office.

9) **LIGHTING:** ~~Lighting will be fully inspected as part of the monthly facility inspection. Any staff who may notice outage(s) should promptly report the area using a Work Order Request (see Section 14).~~

10) **CEILING TILES:** Ceiling tiles will be fully inspected as part of the monthly facility inspection. Any staff ~~who may that notices~~ damaged ~~or /~~ missing tiles should promptly report the area by immediately using a Work Order Request (see Section 14).

11) **CARPET/TILE CLEANING**

- a) LOCKER ROOMS are to be cleaned after hours on a monthly basis. This is the responsibility of the Lead Custodian ~~Building Technician~~. This includes the carpet and all hard surfaces.
- b) CORI'S WAY is to be cleaned at the beginning of the Preschool school year (end of Camp) as well as the end of the school year (beginning of Camp).
- c) STUDIO floors are to be cleaned daily as well as after each ~~party/~~ event hosted in one of the rooms. Carpet in Canterbury and Autumn Oaks should be cleaned on the same schedule as Cori's Way.
- d) GYMNASIUMS are to be cleaned with a dry mop daily ~~weekly~~ by the c ~~Custodial s~~ Staff. Each gym (1, 2, and 3) should be machine scrubbed or wet mopped ~~cleaned~~ a minimum of twice per week as well as once on the weekend. ~~This includes dry dusting as well as a wet cleaning.~~
- e) ENTRANCE/LOBBY flooring is to be cleaned by dry mopping and scrubbing at the beginning of the day and as needed throughout the day.

12) **VENDING MACHINES:**

- a) **FOOD/SNACK:** The Facility Coordinator is responsible for ensuring that the vending machine is full at all times as well as stock of extra product. Money is removed-pulled from the machines a minimum of 13-days per week and tracked using the Vending Machine excel sheet t-named-Vending located in the shared drive S:\ALL RECREATION\Facilities\Facility Resources. S:\ALL_RECREATION\Front Desk\Joel. The money is ~~then~~ processed through Point of Sale at the Front Desk under Vending Snacks.
 - b) **BEVERAGEDRINK/PEPSI:** BeverageDrink vending is maintained by Pepsi Co. ~~Roughly once~~ On a bi-monthly basis, Pepsi provides the Park District a month, Pepsi, with send a check reflecting for those monthly s' sales. This payment is processed using a Miscellaneous Receivable Form as payments from the Family Recreation Center as well as the Tennis Center are on one check and processed to two separate accounts. The check along with the form are provided to the Accounting Department for processing.
- 13) **CUSTODIAL SUPPLIES:** It is the responsibility of the Lead Custodian to track, order and stock all supplies necessary to operate the facility. It is the responsibility of the Lead Custodian to also inform the Facility SupervisorSuperintendent of Facilities Manager [002] of any issues with product or recommendations of products to better clean the facility while meeting the Park District budgets.
- 14) **WORK ORDER REQUESTS:** Refer to See "Procedures on Work Order Assignments in Productive Parks" located in the Policies & Procedures Manual.
- 15) **VENT CLEANING:** Exterior vent cleaning will be conducted monthly by a member of staff assigned by the Facility Manager Supervisor or Building Engineer, Building Technician or assigned staff. The process is tracked using the Preventative Maintenance portion of Productive Parks. ~~It is the responsibility of the Facility Supervisor Manger to inspect the vents after cleaning and sign off on Productive Parks.~~
- 16) **HVAC:** It is the responsibility of the Building Engineer to conduct monthly preventative maintenance on ALL Park District FFacilities. This process will be tracked using the Preventative Maintenance portion of Product Parks. It is the responsibility of the Building Engineer to complete the monthly report. This includes but not limited to:
- a) Inspecting and r/Replacing filters on HVAC units
 - b) Checking belts for worn areas and replacing when required
 - c) Check pressure and fluid of all HVAC units
 - d) Cleaning the vents and /coils when necessary
 - e) Inspecting and r/Replacing filter on all VAV boxes located in the facility

17) **FITNESS CENTER AND GROUP FITNESS STUDIOS**~~Sitness Center and Group Fitness Studios:~~ The custodial staff are Fitness Floor Staff on Opening, Mid-Day and Closing Shifts shall be responsible for maintaining the appearance and cleanliness of the fitness center and group fitness studios. ~~The custodial team~~Fitness Floor Staff shall adhere to the established cleaning guidelines and complete the daily cleaning check-list to reflect cleaning of all areas. The Lead Custodian is responsible for ensuring custodial completion of tasks and responsibilities. ~~set out in the “Weekly Cleaning Checklist”, which can be found in the Fitness Center Staff Manual.~~ This cleaning checklist is to be completed during every shift, seven days a week. ~~The Fitness Supervisor is~~ In addition, Fitness Floor Staff shall be responsible for inspecting fitness equipment in the fitness center and the group fitness studios. ~~Fitness Floor Staff shall adhere to the~~ inspection guidelines are followed and as detailed on the “Weekly Inspection Sheet” and “Weekly Inspection Guide”, which can be found in the Fitness Center ~~Staff~~ Manual. The Fitness Supervisor is responsible for ensuring these tasks are consistently completed and any corrective action needed, is taken. [003]

18) **HVAC:** ~~It is the responsibility of the Building Engineer to conduct monthly preventative maintenance on ALL Park District Facilities. This process will be tracked using the Preventative Maintenance portion of Product Parks. It is the responsibility of the Building Engineer to complete the monthly report. This includes but not limited to:~~

- ~~a) Inspecting/Replacing filters on HVAC units~~
- ~~b) Checking belts for worn areas and replacing when required~~
- ~~c) Check pressure and fluid of all HVAC units~~
- ~~d) Cleaning the vents/coils when necessary~~
- ~~e) Inspecting/Replacing filter on all VAV boxes located in the facility~~
- ~~f) Removing tables/chairs and relocating to Studio D storage (see Section 1 for more information)~~
- ~~g) Trash removed and a trash liner replaced in all receptacles~~
- ~~h) See Custodial Check List for additional information.~~

19) **LIGHTING:** ~~Lighting will be fully inspected as part of the daily and monthly facility inspection. Any staff that notices outage(s) should report the area immediately using a Work Order Request (see Section 14).~~

CENTRAL PARK WEST

- 1) **ROOM SET-UP/BREAK-DOWN:** ~~Center Park West~~The room is to be set up and ready for the renter no later than the start time listed on the rental permit ~~When2Work~~. ~~This will require~~In order to ensure appropriate set up, the event attendant or Facility Coordinator will set up the room at least 30 minutes prior to the ~~staff to arrive~~le earlier than the postedthe rental time. ~~_to complete the setup_~~. Each renter will submit a set up form to the Facility Coordinator~~Supervisor~~ Manager or the Facility Coordinator 2-3 weeks in advance of the event. This form is located in the Central Park West Set-Up Bbinder located in the Central Park West~~Park West~~ office. The set-up form will be located behind the number that correlates to the date of the rental. CENTRAL PNO ROOM-ARK WEST MAY NOT~~SHOULD~~ REMAIN SET UP OVER NIGHT WITHOUT AQUIRING PERMISSION FROM THE SUPERINTENDENT OF FACILITIES~~ES~~ MANAGER, FACILITY~~TY~~TY SUPERVISOR, OR FACILITY COORDINATOR.

- 2) **FACILITY CLEANING AND BATHROOMS:** It is the responsibility of the custodial team to clean Central Park We~~The st~~ on a daily basis. This includes dry and wet mopping floors, dusting and cleaning all vertical and horizontal surfaces, and thorough cleaning of the restrooms. The event attendant working the event is responsible for checking the facility and bathrooms before and during before/during the event to ensure that the space is clean and presentable to the renters. This includes but not limited to:
 - a) No trash or /debris is located on the floors
 - b) Hand soap dispensers are stocked
 - c) Toilet areas are clean and toilet~~tr~~ paper rolls are filled
 - d) Trash receptacles are empty and cleared during the event as needed~~not full/over flowing~~

- 2) **INSPECTIONS:**
 - a) Monthly: Inspections will be performed on a monthly basis by the Building Engineer, Building Technician, or assigned staff. Inspections will be performed in accordance with the facility inspections as stated above.

 - a)b) Event~~Daily~~: An event ~~daily~~ inspection is to be completed by the Central Park West attendant at the beginning and end of the event. This form is to be signed and dated by staff and attached to their time sheet for review by the Facility Supervisor ~~Manager~~ or Facility Coordinator. Any notes concerns will be /issues notated on these inspections and will be processed utilizing the Work Order System on Productive Parks (See Section 14 of Facility Standards- Family Recreation Center).The CPW Event Inspection Form

Location: S:\ALL RECREATION\Facilities\Facility Resources\Central Park West, Documents

- 3) **CUSTODIAL SUPPLIES:** It is the responsibility of the Lead Custodian to track, order and stock all supplies need to operate the facility. It is the responsibility of the Lead Custodian to also inform the Superintendent of Facilities ~~Facility Manager~~ of any issues with product or recommendations of products to better clean the facility while meeting the Park District budgets.
- 4) **WORK ORDER REQUESTS:** See "Procedures on Work Order Assignments in Productive Parks" located in the Policies & Procedures Manual

AQUATIC CENTER AND SPLASH ISLAND

- 1) IDPH requires all pools to be tested at a minimum, 2 times daily. The Oak Brook Park District's pools should be tested at a minimum every 32 hours while open. Additional water tests can be done as needed.
- 2) Disinfectant Levels
 - Chlorine must be kept between .5 and 5ppm. If any pool is above or below those levels, the pool must be shut down until the pools are back within range. Ideal levels of all pools should be 2-3ppm.
 - Combined Chlorine should be below 0.5 ppm. Pools must be shocked if above this level. See calculator for information on how much shock to add.
 - pH levels must be between 6.8 and 8.0. If any pool is above or below these levels, the pool must be shut down until back in the normal range. Ideal levels of all pools are between 7.23 and 7.65.
 - Alkalinity should be between 50 and 200ppm. Ideal range is between 80 and 120
 - Calcium Hardness should be between 50 and 500ppm. Ideal range between 50 and 400.
 - TDS of all pools should be under 1200.
 - Temperature
 - Lap-Between 78-812
 - Leisure- Between 84-868
 - Spa- Between 100-104
 - Splash- 70-86

- Indoor pools will need to be shut down if less than 76, or more than 96. Spa cannot go above 104.

3) Filters

- The filter pumps on all pools must remain running 24/7. If these are turned off for any length of time, the pools should not be reopened for 4 hours.

4) Daily tasks

- Remove broken chairs
- Pick up debris in pools and on decks
- ~~Sweep and vacuum leisure pool~~
- Check that all pumps and motors are operational
- Ensure water clarity is safe for use
- Test and inspect all emergency response equipment
- Test alkalinity in all pools
- Fill acid tanks
- Fill CHL tanks

5) Weekly tasks

- Inventory chemicals and reagents
- Backwash lap pool
- Backwash leisure pool
- Backwash spa
- Clean and change strainers
- Hose off and disinfect entire deck
- Clean all stainless steel in kitchen area
- Clean pool windows
- Drain, clean, and re-fill spa
- Vacuum lap and leisure pools
- Full chemical check and document
- Clean and sweep pump room
- Switch pool heaters
- Clean decks with floor scrubber
- Check hot water heater
- Complete checklist
- Clean railings and window ledges
- Clean air intakes
- Inspect personal floatation devices
- Inspect and test ADA chair

6) Monthly tasks

- Clean refrigerator
- Check food equipment
- ~~Inventory the CO2~~
- Check light bulbs
- Deep clean staff room
- Clean white deck storage bins
- Inspect chlorine/acid pumps
- Check all gauges
- Check acid pump lines
- Check inside garbage cans
- Check and repair broken tiles
- Sweep and hose off slide tower and d stairs
- Inspect deck drains

Pool Chemical Measurements				
Pool	Lap	Leisure	Spa	Splash Island
Pool Size(Gallons)	109,000	45,000	1,600	23,000
Chlorine Range (Parts Per Million)	2-3 ppm	2-3 ppm	2-3 ppm	2-3 ppm
Acid Range (Parts Per Million)	7.23-7.65 ppm	7.2-7.6 ppm 7.3-7.5 ppm	7.2-7.6 ppm 7.3-7.5 ppm	7.2-7.6 ppm 7.3-7.5 ppm
Acid Mixture Ratio (fill when tank almost completely empty)	25 lbs (1/2 Sodium Bisulfate Bag)	37.5 lbs (3/4 Sodium Bisulfate Bag)	12.5 lbs (1/4 Sodium Bisulfate Bag)	18.75 lbs (1/3 Sodium Bisulfate Bag)
Alkalinity range (Parts Per Million)	80-120 ppm	80-120 ppm	80-120 ppm	80-120 ppm
Low Alkalinity (Raise by 10 Parts Per Million)	Add 16.34 lbs Sodium Bicarb (slurry mix)	Add 6.74 lbs Sodium Bicarb (slurry mix)	Add 0.23 lbs Sodium Bicarb (slurry mix)	Add 3.44 lbs Sodium Bicarb (slurry mix)
high chlorine (lower by 10 parts per million) Emergencies only!!!!!!!!!!	Add 0.62 lbs sodium thiosulfate	Add 0.28 lbs sodium thiosulfate	Add 0.01 lb of sodium thiosulfate (Small dose)	Add 0.14 lbs thiosulfate

Section 6.10 OAK BROOK PARK DISTRICT- FACILITY STANDARDS - Tennis Center

The Tennis Center will be maintained according to the following standards. In addition to these standards, the Building Engineer shall complete the “Monthly Building and Fire Property Conservation Inspection Checklist” on a monthly basis and submit to the Tennis Center [Assistant Manager](#) for review.

The following maintenance and custodial tasks will be performed three times a week or more as needed. These tasks will be completed on Tuesday, Thursday and Sunday.

1) Entrance and Foyer/Indoor & Out:

- Vacuum floor in foyer
- Clean door handle and glass on doors
- Vacuum outdoor carpet/3 times week or as needed
- Dust cobwebs/twice week or as needed

2) Locker Rooms:

- Empty garbage
- Vacuum carpeted areas including sauna
- Clean sinks, counter tops
- Clean mirrors
- Clean and sanitize toilets and urinals
- Clean shower walls/deep clean once month
- Restock paper items and deodorant/spray
- Refill soap/shampoo dispensers as needed
- Wipe interior and exterior of lockers/ twice a month or as needed

3) Restrooms:

- Clean and sanitize toilet bowls and sinks
- Wet mop floor
- Clean mirrors
- Empty and clean all trash
- Dust cobwebs/twice week or as needed
- Wipe down walls/ twice month or as needed

4) Front Desk/Lounge Area:

- Empty and clean all trash
- Clean lounge side of court windows & trim
- Wipe down tables and chairs
- Dust cobwebs twice a week or as needed
- Clean windows twice week or as needed
- Wet mop behind front desk twice week

5) Vending Machine Lounge Area:

- Damp wipe sink and counter top
- Empty and clean all trash
- Clean windows & trim weekly
- Dust cobwebs twice week or as needed
- Damp wipe table tops and chairs

6) Racquetball Courts:

- Wipe down drinking fountains weekly
- Dry mop & wet mop hallways
- Dust cobwebs as needed

7) Fitness Room/Elevator:

- Empty and clean garbage
- Clean windows, doors, & trim 3 times week or as needed
- Wipe down fitness equipment twice a week
- Dust cobwebs 3 times a week or as needed
- Wet mop floor
- Wipe down in and out of elevator
- Mop back elevator entrance
- Complete "Exercise Room Inspection" checklist twice per week.

The following maintenance and custodial tasks will be performed three times a week or more as needed. These tasks will be completed on Monday, Wednesday and Friday.

1) Entrance and Foyer:

- Vacuum outside front entrance
- Vacuum floor in foyer
- Clean door handle and glass on doors
- Remove all dust/cobwebs from corners

2) Locker Rooms:

- Clean and polish locker room entrance doors
- Empty and clean garbage
- Dust inside of lockers when needed
- Vacuum sauna
- Clean out towel bins and sanitize
- Vacuum carpeted areas
- Clean all baseboards when needed
- Dust and damp wipe tops of lockers
- Clean sinks, counter tops
- Clean mirrors
- Clean and sanitize toilets and urinals
- Restock paper items and deodorant/spray

- Clean toilet stall partitions
- Refill soap/shampoo dispensers
- Clean and polish all chrome plumbing fixtures
- Scrub and clean shower stall
- Scrub and remove debris from drains
- s) Clean shower curtains and mats
- t) Sanitize shower room floors
- u) Remove all dust/cobwebs from corners

3) Restrooms:

- Clean and sanitize toilet bowls and sinks
- Wet mop floor
- Clean mirrors
- Empty and clean all trash
- Damp wipe door handles and doors
- Replace paper towels and toilet paper
- Check and fill soap dispenser
- Remove all dust/cobwebs from corners

4) Front Desk/Lounge Area:

- Vacuum carpet area
- Empty and clean all trash
- Clean lounge side of court windows
- Dust/Damp wipe couches, tables and benches

5) Elevator/Back Entrance:

- Vacuum in elevator & back entrance
- Polish elevator
- Mop back entrance
- Clean windows and door

6) Vending Machine Lounge Area:

- Vacuum carpet
- Damp wipe table tops and chairs
- Damp wipe sink and counter top
- Damp wipe exteriors of vending machines
- Empty and clean all trash
- Clean windows
- Remove all dust/cobwebs from corners
- Wipe & disinfect drinking fountain

7) Stairs and Hallways:

- Vacuum all stairways and hallways
- Dust and Damp wipe all handrails

- Dust and damp wipe all window sills
- Wet mop tile areas when needed
- Remove and dust/cobwebs from corners

8) Racquetball Courts:

- Sweep, dry mop corridor and observation area
- Clean and sanitize drinking fountains
- Sweep and dry mop courts
- Clean doors and handles
- Clean and sanitize phone
- Empty and clean garbage
- Remove all dust/cobwebs from corners

9) Exercise Room:

- Vacuum Carpet
- Damp wipe and disinfect equipment
- Empty and clean garbage
- Remove all dust/cobwebs from corners
- Clean and sanitize phone

10) Once a week outdoor restroom to be cleaned

Section 6.11 Parks Classifications and Maintenance Standards

Park Classifications

The Oak Brook Park District's park sites can be classified into two classifications. By identifying the class of the site, resources can be better allocated to the parks with the highest use and therefore the greatest need for frequent maintenance. Parks sites may share characteristics of both classifications; however, they are identified by their primary usage.

Class I	Moderate to heavy use on a regular or seasonal basis
Parks in Class I	Central Park
Characteristics	Parks falling into the Class I category experience moderate to high use on either a seasonal or regular basis. Examples of high use include organized athletic activities or sites with destination activities such as disc golf, ice rinks, and unique play areas.
Class II	Light to moderate use on a regular or seasonal basis
Parks in Class II	Dean Nature Sanctuary, Chillem, Saddlebrook, Forest Glen
Characteristics	Parks falling into the Class I category experience light to moderate use on either a seasonal or regular basis. Examples of light to moderate use include passive sites, neighborhood playgrounds, tennis or basketball courts, and low-use walking trails.

Park Maintenance Standards

Standardized maintenance practices are crucial in order to provide a consistent level of service to the community. Staff must work towards meeting these standards at all park sites at all times. The standards apply to both Class I and Class II sites unless otherwise noted.

Litter Collection

Litter will be collected from all park sites on Monday, Wednesday, and Fridays. This includes emptying waste receptacles as well as collecting loose litter. Staff must always wear gloves when handling litter or waste.

All OBPD vehicle key chains are equipped with keys which open the dual-stream litter receptacles.

Recycling containers should be equipped with white semi-opaque can liners and waste containers should be equipped with black heavy-duty can liners.

Collected litter may be disposed in appropriate containers located at Central Park.

**Class II parks may only require litter collection on a weekly basis during winter months.*

Landscape

Landscape should be trimmed to keep a well manicured appearance and to ensure the safety of patrons and surrounding structures.

Landscaped beds must have a natural, spaded at a depth of 3-5 inches. This is accomplished with the use of hand tools or a powered bed-edger. Landscape beds must be mulched annually with a finely ground hardwood mulch at a depth of 2 inches.

Landscape beds must be treated with a pre-emergent herbicide before March 15th each year.

In the case of emerged invasive weeds, the preferred method of removal is by way of hand weeding. In the event that hand weeding is not a reasonable option, a Glyphosate solution may be used if prepared and applied within manufacturers specifications.

Trees should be pruned at least annually to remove dead branches and those that encroach on other structures. No overhead branch should hang lower than 6 feet with the exception of certain ornamental and evergreen trees.

Turf Grass

Turf-grass mowing may be conducted by a contractor, a Parks Department staff member, or a combination of both. Turf grass should be mowed weekly to a height of 3 inches with the exception of athletic field turf which will be mowed at 2.5 inches. Mowing patterns must alternate on weekly basis.

All parks must be string trimmed weekly to a height matching the surrounding mowed areas.

Clippings may remain on the turf provided they do not interfere with the health of the living turf.

Clippings must be cleared off any hard surface area with the use of a leaf blower, broom, or other method.

The OBPD utilizes a weed control and fertilizer program consisting of spring and fall applications to all turf grass. Additional treatments may be requested in order to manage specific pests or invasive weed species.

Turf may be repaired and restored by the use of seed or sod. Seed selection must be a minimum of 98% weed free and must include a blend of Perennial or 4-way Rye and Kentucky Bluegrass. The mixture should not have less than 40% Kentucky Bluegrass. Sod must meet the same specifications although the Bluegrass concentration will likely exceed 60%.

**Class I sites must have the turf aerated annually in either the spring or the fall.*

**Class II sites must have the turf aerated every 3 years.*

Playgrounds

Playground safety is of the utmost importance. Playgrounds must be inspected on a monthly basis minimally. The inspection should be conducted and documented by a trained Parks Department staff member who has attended a playground safety workshop within the last 2 years.

Unitary surfacing must be checked for tears, holes, loose debris, and any other damage.

Engineered wood fiber surfacing must be maintained frequently to ensure that high-use “kick out” areas are raked level in order to maintain H.I.C. standards for impact attenuation.

**Class I playgrounds with engineered wood fiber surfacing must be visually checked twice per week.*

**Class II playgrounds with engineered wood fiber surfacing must be visually checked weekly.*

Snow Removal

Snow removal is a team effort and must be coordinated with staff. Staff in the Parks Department is the immediate response team for snow removal, however additional staff resources may be called in to deal with large amounts of snow or ice.

Snow plows will begin operations when accumulation measures 1.5 inches and above. First priorities include the Family Recreation Center and the Tennis Center. Staff should make every effort to clear these locations before 5:00am.

Sidewalks must be cleared by shovel or snow blower. Parking lots must be cleared using plow techniques that limit the amount of snow deposited in the highest use areas.

Ice melt products should be applied on parking lots and sidewalks in accordance with manufacturer's specifications after snow has been cleared and/or in the event of icy conditions. Ice melt products must be effective to a minimum of 10 degrees below zero. No rock salt should be used.

**Class II park sites are exempt from snow removal with the exception of the Dean Nature Sanctuary parking lot.*

Ice Rinks

The OBPD may elect to construct temporary outdoor ice rinks during the winter months. Rinks must be constructed over a level surface of sand or on a grass field. The rink perimeter should be constructed of wood or extruded plastic side boards and secured into the ground. A clear plastic liner measuring 5 feet longer and wider than the largest dimension of the finished rink serves as the containment vessel for the water. The plastic liner should be no less than .006 mil thick.

The liner should be filled to within 2 inches of the top of the side boards, and allowed to freeze solid to a depth of not less than 2.5 inches thick.

Once frozen, the finished surface should be resurfaced with a low pressure hose as needed, but not less than once per week during the open times.

Snow may be cleared from the surface using shovels, powered brooms, leaf blowers, or snow blowers.

A documented inspection must take place daily during the open times.

Outdoor Court Maintenance

The OBPD owns and maintains outdoor basketball and tennis courts. These courts should be checked as part of weekly park visits. Leaves and other foreign debris must be removed from the courts as needed. Nets should be visually checked for fraying or other disrepair, and replaced whenever necessary.

The courts are coated with an acrylic or equivalent sports surfacing. The lifespan on the coating is between 5 and 10 years depending on usage. Court surfaces must be monitored to identify any deteriorating conditions.

Athletic Field Maintenance

The athletic fields operated by the OBPD are located at Central Park and consist of one synthetic turf soccer field, natural grass soccer fields, and natural grass baseball/softball fields.

Natural grass turf on any athletic fields should be maintained according to the turf grass maintenance standards. Special care should be given to identify and repair and high traffic areas which often occur on soccer fields near goal mouths and in mid field areas.

Soccer goals can pose a hazard if not properly maintained and inspected. Goal weights or approved staking devices must be in place at all times to prevent tip-over. Goals must be visually inspected during weekly park checks and inspected/documented on a monthly basis when placed for use. Goals that are taken out of use at the end of the season should be nested together with sets facing each other, and chained together.

Baseball and softball infields require extra care to ensure playability and safe surfaces. As part of routine maintenance, clay infields should be groomed prior to games and practices using a ride-on field groomer and/or a combination of mat drags and rakes. Batters boxes and pitching areas should be hand raked and any holes or heavily worn areas should be filled in with mound clay. These areas should also be dug out and rebuilt with clay bricks set ½ inch below the finish grade on an annual basis. Clay infields should be graded to allow water to drain from the clay surface. Throughout the season the “lip” of the field where turf grass meets the infield may develop into a ridge that creates a tripping hazard and prevents proper drainage. These areas need to be monitored and removed with high pressure water or mechanical means such as raking or sweeping.

Field markings should be placed on a weekly basis on natural grass turf, preferably after a mowing. Marking paint must be used according to manufacturer’s specifications. Infields should be lined with an athletic field marking chalk prior to games using a string lining method along with a two or four wheel chalking device.

The OBPD requires that all field markings be free of defect, straight, and to the proper dimensions requested.

The synthetic field requires maintenance procedures unique to the FieldTurf brand surface.

The playing surface must be free of debris and contaminants. The infill level must be maintained through consistent grooming which includes mechanical sweeping, aerating, and broom finishing. The routine grooming is completed by way of the *GroomRight* equipment designed to be pulled by utility vehicle over the field surface.

Areas of high traffic must have infill material added as needed to maintain proper depth, fiber length, and seam protection. This can be accomplished using a drop spreader or sprinkling the infill material from a small bucket. Remove organic material, including animal waste, as soon as possible to prevent the growth of vegetation and bacterial growth.

Food, sodas, chewing gum, sunflower seeds, chewing tobacco, smoking, bicycles, dogs etc. are not permitted on the field. Only use cleaning methods and products approved by FieldTurf for removing foreign substances from the field.

Grooming Frequency:

Sweeping: every 4 weeks.

Brushing: every 6-8 weeks.

Aerating: Maximum of three times/year, ideally after every sport season, and after snow clearing, if applicable (beginning in 2nd year).

Speed: 3 mph – always make wide turns.

Vehicles and Equipment

*No vehicle or equipment should be operated by anyone other than a trained staff person.

District vehicles and equipment are to be kept in clean and working order at all times. Vehicles must be washed and interiors cleaned on a weekly basis.

Equipment such as mowers, tractors, skid steers, and other power equipment should be cleaned after use as needed.

A daily inspection must be completed and documented for vehicles, and detailed monthly inspections must be completed and documented for all high use equipment.

Approved: March 13, 2017

Drivers are qualified upon employment with the OBPD provided their job description allows for the use of vehicles or equipment. Drivers are re-qualified on an annual basis.

Routine scheduled maintenance is performed based upon manufacturer's specifications.

Custodial Duties

As part of normal care for Parks Department and public facilities, staff performs duties of custodial care including sweeping, vacuuming, mopping, wiping, and disinfecting.

The Parks Department garage should be swept on a weekly basis. Office and restrooms are cleaned on a weekly basis, preferably on Friday afternoons.

Staff must apply best practices when participating in these tasks including wearing proper PPE.

Proper cleaning agents must be used in accordance with manufacturer's specifications.

Frequency of Inspections

As part of proper risk management, the OBPD regularly conducts park, facility, and equipment inspections. These inspections may or may not be documented depending on the subject.

Subject	Classification	Frequency
Playgrounds	Class I/II	Weekly walk through, monthly documented
Parks documented	Class I/II	Weekly walk through, 3 times per year
Athletic fields	Class I	Daily walk through in season, monthly documented
Equipment	n/a	Daily and monthly documented checks
Facilities	Class I	Daily walk though, monthly documented

6.12 Maintaining Facility Licenses, Permits, and Inspections Procedures

To ensure the safety of Park District facilities, various licenses, permits, and inspections are required to be maintained. The following procedures are to be followed regarding these requirements.

The Park District is responsible for ensuring that its facilities and programs are safely operated. Staff is responsible for determining that all licenses, permits, and inspections are completed and records of these are kept on file as required by the Park District's Records Management Plan. This list shall be reviewed and updated annually by staff. The following list includes required licenses, permits, and inspections. However, as laws and requirements may change, it is the responsibility of the Oak Brook Park District to ensure that all applicable statutes are followed.

TN-Tennis Facility

MF-Maintenance Facility

FRC-Family Recreation Center

CPW-Central Park West

AF-Athletic Fields

PK-Parks

License/Permit/Inspection	Identify the Authority or Party Responsible	Identify the Associated Facility
Fire alarm	Oak Brook Fire Dept. / Total Fire Safety / TYCO	FRC, CPW, TN, MF
Fire extinguishers	Oak Brook Fire Dept. / Total Fire Safety	FRC, CPW, TN, MF
Sprinkler systems	Oak Brook Fire Dept. / Total Fire Safety	FRC, CPW, TN, MF
Preschool	Illinois Board of Education	FRC
Boiler/pressure vessels	State Fire Marshall - Traveler's Insurance	FRC
Backflow prevention	Village of Oak Brook / Taylor Plumbing	FRC, CPW, TN, MF, AF
Elevator inspections	Anderson Elevator Service	FRC, TN
AED	Oak Brook Park District	FRC, CPW, TN, MF, AF
Monthly Facility Inspections	Oak Brook Park District	FRC, CPW, TN, MF, AF, PK
Pool / Aquatics Facility General	Oak Brook Park District	FRC
Pool/ Aquatics Operations	Starfish Aquatics StarGuard Elite	FRC
Pool/Aquatics Facility Chemical	DuPage County Health Department	FRC
Pool Party Room/Kitchen	DuPage County Health Department	FRC
Park and playground	Oak Brook Park District	PK
Athletic fields	Oak Brook Park District	PK
Bleachers and soccer goals	Oak Brook Park District	PK
Personal lifts	Randall Industries	FRC, TN, MF

6.13 Assigning Maintenance and Custodial Personnel Procedures

The following procedures will be followed by all supervisors when assigning tasks to maintenance and custodial staff.

Maintenance Personnel Assignment Procedures

Tasks will be divided into broad categories corresponding to the two departments (Recreation & Facilities and Parks & Planning) within the Park District. Employees are assigned tasks in correspondence to the level of competency of the task to be completed. Tasks will be assigned by supervisors using a computerized work order system (Productive Parks^[001]), via facility and parks maintenance checklists or informally in writing or verbally depending on the situation.

All full-time and select part-time staff has been issued a unique username and password for access to submit work orders via Productive Parks. Assignments are issued at the beginning of a shift or throughout the work day, as needed. Once tasks are completed, staff is required to check Productive Parks or check-in with their supervisor to complete any additional tasks.

Superintendent of Facilities ~~Facility Managers~~ and Facility Supervisors ~~Assistant Facility Managers~~

Superintendent of Facility and ~~Assistant~~ Facility Supervisors ~~Managers~~ will assign tasks in correlation to job description to appropriate staff which may include: lighting, electrical, HVAC, plumbing and custodial. Superintendent of Facility and ~~Assistant~~-Facility Supervisors ~~Managers~~ may assign tasks to: Building Engineers, Building Technicians and Custodial Staff.

Building Engineers

-Building Engineers will assign tasks in correlation to job description to appropriate staff which may include: lighting, electrical, HVAC, plumbing and custodial. -Building Engineers may assign tasks to: Building Technicians and in some cases, Custodial Staff.

Director of Parks and Planning

The Director of Parks and Planning will assign tasks in correlation to job description to appropriate staff which may include: grounds pruning/arboriculture, playgrounds / sports courts, fencing, exterior water features, litter / trash, snow removal, mowing, ball-field grooming, lining fields, erecting/moving goals, over-seeding, aerating, top dressing, etc.

The Director of Parks and Planning may assign tasks to: Park Technicians, Park Specialists, and Landscape Specialists and in some cases, Building Engineers.

6.14 Work Order Assignments in Productive Parks Procedures

The following procedures are to be followed by all staff creating, assigning and completing work orders using Productive Parks. All full-time and select part-time staff has been issued a unique username and password for access to Productive Parks.

Productive Parks Work Assignments

Work Orders

Work orders are written records of performed maintenance. They are used to assign maintenance to the areas, equipment and vehicles (assets) in the Park District system. Work orders contain information about maintenance, such as where and how it is to be done, who is supposed to do it, and any supplies needed to complete it. Work orders can be created by using the Productive Parks shortcut available on all Park District computers.

Creating Work Orders in Productive Parks

1. Open Productive Parks via the desktop shortcut.
2. Log-in using your Park District email address and unique password.
3. Once successfully logged in, click the “Work Orders” drop down menu.
4. Click on “Create Work Request”.
5. From the “Assets” menu, select the location of where the work order is to be completed.
6. Using the drop-down menu select the type of work to be completed.
7. Enter a subject for the work order
8. In the “Explanation” field provide a description of the work to be completed and/or issue that needs to be addressed.
9. Provide a requested done by date.
10. If applicable, click on “Choose File” to attach an image to the work order.
11. Click “Submit.”

Assigning a Work Order in Productive Parks

1. Open Productive Parks via the desktop shortcut.
2. Log-in using your Park District email address and unique password.
3. Once successfully logged in, click on “New Staff Generated Work Orders” and select the work order you wish to assign.
4. Review the work order and then Click “Assign Work Order as a Task”.
5. Enter that days date and then Click, “Select Staff” and select a staff member from the drop down list.
6. Select the “Primary Task Category”.
7. Select the “Primary Task Type”.

8. Choose the "Priority Level," with 5 being the highest and 1 being the lowest.
9. If it requires use of inventory, click "Yes" under "Uses Inventory" and enter the inventory required.
10. If it has expenditure, click "Yes" under "Has Expenditure" and enter any expenditure.
11. When completed, click "Assign Task".
12. An email will then be sent to the staff chosen to complete the work order.

Completing a Work Order in Productive Parks

1. Open Productive Parks via the desktop shortcut.
2. Log-in using your Park District email address and unique password.
3. Once successfully logged in, click on "My Tasks".
4. Review the outstanding work orders assigned to you.
5. Click on the desired task.
6. From the drop-down menu, select "In Process" or "Complete".
7. Add any additional information in the "Staff Information" box.
8. Record any inventory used or expenditures occurred in respective boxes.
9. Click "Save".
10. An email will be sent to the work order assigner updating the status of the work order.

6.15 Video and Electronic Surveillance Policy and Procedure

Purpose and Principles

The Purpose of this policy is to regulate the use of security cameras on Oak Brook Park District (the "District") property.

The principles of this policy:

1. Enhance the health and safety of the District attendees and protect District property.
2. Respect the privacy of members of the District and guests.
3. Provide transparency in the use of video camera technology towards increasing safety on District property.

Security cameras will be used in a professional and ethical manner in accordance with District policy and local, state, and federal laws and regulations.

Definitions:

As used within this policy, the following terms are defined as follows:

Security Camera: a camera used for monitoring or recording public area for the purposes of enhancing public safety, monitoring restricted areas or equipment, to discourage theft and other criminal activities, and for preventing, investigating, and resolving incidents. The most common security cameras rely on closed circuit television.

Security Camera Monitoring: the real-time review or watching of security camera feeds.

Security Camera Recording: a digital or analog recording of the feed from a security camera.

Security Camera Systems: any electronic service, software, or hardware directly supporting or deploying a security camera.

Responsibility and Authority

Responsibility for the oversight of park district security cameras is assigned to the Executive Director and his/her designees. This includes:

1. Creation, maintenance, and review of the District's strategy for the procurement, deployment and use of security cameras in accordance to the park district's policy.
2. Designation of the standard security camera system or service.
3. Authorizing the placement of all security cameras
4. Authorizing the purchasing of any new security camera systems in accordance with the District's approved budget.
5. Reviewing existing security camera systems and installations and determining required changes.
6. Creating and approving campus standards for security cameras and their use.
7. Creating and approving the procedures for the use of security cameras.

Security Camera Standards and Procedures

1. Security Camera Placement

- a. The Executive Director and administrative staff may establish temporary or permanent security cameras in public areas of the District's facilities and parks.
- b. Audio recordings are prohibited.
- c. Security Cameras may not be used in private areas of the park district's facilities pursuant to law including the Illinois Criminal Code or consent. Private areas include bathrooms, shower areas, locker and changing rooms.
- d. To the maximum extent possible, security cameras shall not be directed at the windows of any private building not on District property.

2. Security Camera Monitoring and Review

- a. Review of Security Camera Recordings
 - i. The Oak Brook Police Department may monitor and review security camera feeds and recordings as needed to support investigations and to enhance public safety.
 - ii. With the approval of the Executive Director, the Information Technology staff, or other staff designated by the Executive Director may review security camera recordings for the purpose of public safety on the park district's property.
- b. Monitoring of Security Camera Feeds
 - i. Certain staff periodically monitor security camera line feeds for purposes of public safety.
 - ii. Monitoring individuals based on characteristics of race, gender, ethnicity, sexual orientation, disability, or other protected classification is prohibited.

3. Notification Requirements

All locations with security cameras will have signs displayed that provide reasonable notification of the presence of security cameras. At a minimum, this must include primary building entrances. All proposals for the deployment of security cameras will include proposed sites for the placement or notification signs and the text on the signs shall be subject to the review and approval of the Executive Director.

4. Use of Recordings

Security camera recordings are used for the purposes described in the definition of a security camera. The images produced by security camera system shall only be used for:

- a. The identification of a person or persons responsible for park district policy violations, criminal activity or actions considered disruptive to normal park district operations.
- b. To assist law enforcement agencies in accordance with applicable municipal, state and federal laws.
- c. To provide a video record of incidents that can be retained and reviewed as long as considered necessary by the Executive Director or other administrative staff.
- d. Surveillance cameras are not continuously monitored and are for security purposes only.

5. Protection, Disclosure/Security and Retention of Security Camera Recordings

- a. Any security camera recordings not in use shall be securely stored.
- b. To the best of its ability the District shall retain Security Camera Recordings in accordance with the following chart unless deemed necessary for a longer retention period which is approved by the Executive Director. Recordings are limited to the storage available on the Security Camera System. When the cameras detect an increased amount of motion due to weather or other events, the systems' hard drives can be consumed faster, which can cause less than the specified length of time the recordings are available. In addition, the system doesn't have backup power so data is not recorded when loss of power is experienced.

Location	Retention Time Period
Family Recreation Center	30 days
Tennis Center	30 days
Central Park West	30 Days
Family Recreation Center Parking Lot	5 days
Dean Nature Sanctuary	5 days

- c. Any security camera recording that has been used for the purpose of this policy shall be dated and retained.
- d. Requests for viewing security camera recordings must be made in writing to the Executive Director or the Freedom of Information Act Officer. If the request is granted, the security camera footage to be viewed will be prepared in accordance with the Freedom of Information Act to prevent the invasion of privacy and to protect the identity of non-involved individuals and children under the age of 18.
 - i. The viewing of the security camera recordings must occur in the presence of the Executive Director or other designated employee. Under no circumstance will the District's video recordings be duplicated and/or removed from District premises unless in accordance with a court order and/or subpoena.
- e. The Executive Director must authorize access to all security camera recordings.

6. Destruction or Tampering with Video Surveillance Technology.

Any person who tampers with or destroys a video surveillance camera or any part of the video surveillance system will be subject to appropriate administrative and/or disciplinary action, as well as possible criminal charges.

Approved by Board of Commissioners: September 18, 2017



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: NAMING OF NORTH FIELDS

AGENDA No.: 8 D

MEETING DATE: MARCH 15, 2021

STAFF REVIEW: Marketing & Communications Manager, Haley O'Brien:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

Central Park North, located at 1315 Kensington Road, Oak Brook, Illinois 60523, was acquired by the Oak Brook Park District in 2019 from the McDonald's Corporation, after successful passage of a multi-million-dollar referendum to fund the park's acquisition and development. Presently, the Park District is in the process of constructing a comprehensive recreational sports complex on the 35-acre site for organized sports play and tournaments, multipurpose walking/biking trails, and native planting restoration along Ginger Creek with two iconic bridges that will become meeting places for those coming from Central Park.

In addition to organized sports play and tournaments, Central Park North will be used for special events, such as the District's annual Pink 5k which draws over 1,000 participants, Cori's Kids Triathlon for children ages 5-12, and much more!

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

Staff has been working on naming rights for the North Fields and has yet to secure a contract. Staff recommends naming the fields "Founders Fields", since the community made this land for recreational use, a possibility. If naming rights come through, we will be able to change out the name on the signs, at a later time.

ACTION PROPOSED:

For Review and Discussion Only.