

CHAPTER IV. PARKS

4.00 STATEMENTS OF PURPOSE AND AUTHORITY

It is necessary and in the best interest of the District to maintain sufficient records to

4.00.1 Statement of Purpose. It is the purpose of the Parks Department to maintain safe and attractive park and recreation areas and facilities for the enjoyment, through leisure-time activities, of the residents of Highland Park.

This department is responsible for various activities of the District, including park and open space maintenance, landscaping, building maintenance, planning, design, construction and natural areas management and restoration.

4.00.2 Statement of Authority. Park operations shall be governed by policies established by the Board.

4.01 LAND ACQUISITION

Statement of Purpose. It is the policy of the Board to consider acquiring land adjacent to existing District-owned or leased land or any piece of property that clearly is in the public's best interest to acquire.

4.02 NAMING OF PARKS

It is the responsibility of the Board of Park Commissioners to select names for new parks, buildings or facilities ("Park Property"), or when appropriate, to change the name(s) of Park Property of the District. This statement of policy is intended to define the method of naming or renaming Park Property and to outline the conditions governing the selection of names.

The Park District of Highland Park Policy for Naming or Renaming Parks, Buildings and Facilities is hereby incorporated by reference as though fully set forth herein and may be acquired from the District's administrative office.

4.03 NEIGHBORHOOD PARK ADVISORY COMMITTEES

The Board may, from time to time, authorize the formation of advisory groups to give local insight on neighborhood matters. Such groups shall be referred to as Neighborhood Park Advisory Committees. These committees are formed as single purpose groups and when that purpose is accomplished, the committee is dissolved.

4.04 PARK USE POLICY REGULATIONS

The Park District of Highland Park Criteria for Use of Outdoor Athletic Areas is hereby incorporated by reference as though fully set forth herein and may be acquired from the District's administrative office.

4.05 PICNIC PERMITS

The District has developed a Park Use Permit, which allows for enjoyment of the parks while controlling overuse of popular locations. Certain locations have been designated as permit-required picnic sites. Groups of 12 or more persons wishing to reserve a picnic site at these designated locations must acquire a park use permit in advance. Park Use Permit may be requested no earlier than March 1 of the year during which the picnic will be held. (Resident group requests shall receive priority over nonresident group requests). In addition, throughout the District there are picnic sites, which may not require a permit. Use of these sites is on a first-come, first-served basis and no reservations are taken.

4.06 POLICY GOVERNING AGREEMENTS FOR THE COMMERCIAL USE OF PARK PROPERTY

4.06.1 Statement of Philosophy. A purpose of District ownership of land and facilities is to provide public open space and recreational services. Another purpose of the District is to preserve natural features, vegetation, wildlife and landscape aesthetics for public enjoyment and the general environmental good.

4.06.2 Statement of Purpose. It is the policy of the Park District to require evidence of persons seeking permission for commercial use of District-owned, leased or controlled property ("Park Property") to show clearly that the applicant has made satisfactory arrangements to meet the various concerns of the Park District. These concerns include the following:

- A. Protection of the environment and the physical condition of park lands, vegetation and facilities, including restoration of the site if required;
- B. Minimized disruption of public use and public enjoyment;
- C. Avoidance of public safety hazards, public nuisance and public health problems, including engaging the services of park and public safety personnel during park use if necessary;
- D. Limiting the Park District's potential liability exposure; and
- E. Reimbursement to the Park District for damage to Park Property.

4.06.3 Agreements. Persons seeking to use Park Property for commercial purposes (a "Commercial User") shall submit an agreement for such use on standard forms provided by the Park District. Applications for an agreement must be completed in full, and all other documentary evidence required therein must be provided, in order for consideration to be given to the agreement. Additional information and assurances may be required, and conditions or restrictions may be placed on the Commercial User's use, by the Park District, as appropriate to the particular application.

4.06.4 Fees. Further, it is the policy of the Park District to charge fees for commercial use of Park Property. Such fees are not to be considered in any way a release from responsibility on the part of the Commercial User for repair and full redress of any and all damages, injuries or other undesirable effects experienced as a result of the permittee's use of Park Property. The fees charged for commercial use of Park Property shall be determined by the Board of Park Commissioners. These fees shall be reviewed periodically by the Board and are subject to change from time to time. Except as otherwise provided in this Manual, the entire fee must be paid prior to commencement of use.

4.06.5 Definition of Commercial Use. For purposes of this policy "commercial use" is use of Park District Property to generate income or profit, including without limitation use in giving private lessons, in the production of a film, video, still photograph or other product or item which is intended to be marketed, sold, conveyed or distributed for consideration, or which is intended to be used in connection with the sale of a product.

4.06.6 Waived or Reduced Fees. The Park District may, in the Executive Director's sole discretion, waive or reduce the required agreement and/or fee with respect to commercial use under the following circumstances:

- A. Where the use, or product derived or made from such use, is for educational or instructional purposes in Park District or local school programs;
- B. The use furthers (directly or indirectly) or the proceeds from the sale or distribution of the product derived or made from such use are used in support of public park, recreation or conservation programs or purposes, or other public purposes;
- C. The use or product of such use is made by a 501(c)(3), not-for-profit organization which is affiliated with the Park District or the majority of whose members are residents of the Park District;
- D. The use is made by a local business for the production of a commercial film or video for viewing exclusively on a local cable television station;
- E. The user donates or contributes something of at least equal value to the Park District;
- F. The waiver or reduction of fee is otherwise determined by the Park Board to be in the best interests of the Park District.

4.06.7 Additional Charges. In addition to the foregoing fees, the Park District will charge for the consumption of labor or materials, as applicable, such as electricity, labor for clean-up, required security or supervision, and rental charges for any Park District equipment required by the Commercial User, at rates established by the Park District. Further, depending on the nature/ duration of the proposed use, the Park District may require a security deposit.

4.06.8 Certificate of Insurance. Evidence of appropriate insurance which protects the District from all liabilities and damages arising in any way from the activities of the Commercial User, the Commercial User's contractors or the Commercial User's agents. The certificate of insurance shall indicate that the Commercial User, or its contractor(s) or agent(s), will have in effect during the entire period for which the permit is sought, public liability insurance of not less than \$2 million, and property damage insurance of not less than \$2 million. The insurance must be provided by a carrier acceptable to the Park District. The Park District (and, if the property is leased by the Park District, also the lessor) must be named as a primary, non-contributory, additional insured under the policy or policies of insurance. All such general liabilities policies shall contain standard separation of insured provisions.

4.06.9 Indemnification. Commercial users will be required to sign an indemnification/reimbursement agreement provision as part of the application agreement in substantially the following form:

[T]he Owner further agrees to indemnify and hold harmless and defend the Park District of Highland Park, and its former, current and future officials, agents, servants, employees, attorneys and insurers and/or successors in interest of any kind, for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterclaims, debts, dues, obligations, judgments, awards, demands, liens, expenses, attorneys' fees, costs and expenses and costs of litigation, expert witness fees and consultant fees, and liability for damages of any kind and causes of action of any kind and nature, whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Park District of Highland Park, or any of its former, current and future officials, agents, servants, employees and insurers and/or successors in interest of any kind, by any person or entity arising out of, relating to, connected with, or in any way associated with this Agreement. In the event that such a claim, action, cause of action or lawsuit is brought or filed, the Park District of Highland Park, and its former, current and future officials, employees, servants, agents, attorneys, insurers, and/or successors in interest sued thereunder, shall have the right to determine the attorney(s) of its, his, her or their choice to represent and defend their interests in any legal or administrative action, all at the Owner's expense pursuant to this Agreement.

4.07 AGREEMENTS FOR TEMPORARY CONSTRUCTION ACCESS ACROSS PARK DISTRICT PROPERTY

A purpose of District ownership of lands, beaches and water bodies is to provide public open space and recreational services. Another purpose of District ownership of lands, beaches and water bodies is to preserve natural features and natural processes, vegetation, wildlife and landscape aesthetics for public enjoyment and the general environmental good.

Portions of some properties near District property, particularly nearby lakefront properties, are difficult for their owners to reach. These owners may often be restricted from convenient access to carry out construction projects.

The District seeks to meet its public obligations in every way and also seeks to be a good neighbor where there is no conflict in meeting both aims. However, the use of park properties to reach nearby properties for construction purposes has the potential of causing environmental or public safety hazards, disrupting public use of park property, and causing damage to the facilities, lands, vegetation and other features of the particular park property or beach. Further, various design features of a park such as path surfaces, parking lots, etc., are engineered to sustain their normal public use and are not designed to withstand the weight or wear and tear typically experienced from trucks and general construction machinery.

In view of these considerations, it is the policy of the District to encourage property owners to pursue all possible other alternatives rather than consider access on or across park property for construction purposes.

4.07.1 Concerns. The District requires persons seeking permission for access on or across District-owned property to show clearly that the applicant has made full arrangements to meet satisfactorily the concerns of the District. These concerns include, among others, particularly the following:

- A. Protection of the environment;
- B. Minimal disruption of public use and public enjoyment;
- C. Protection of the physical condition of park lands, vegetation and facilities; and
- D. Avoidance of public safety hazards, public nuisance and public health problems.

4.07.2 Fees. The District charges a fee for any license or easement to use Park Property. Such fees are not to be considered in any way a release from responsibility on the part of the applicant for repair and full redress of any and all damages, injuries or other undesirable effects experienced as a result of the applicant's use of District property.

4.07.3 Testing. The applicant may be required to pay for any testing or sampling required by the District before, during or after the work where such testing and sampling is useful to give the District assurance regarding its concerns as described in Section 4.07.1.

4.07.4 Agreement Requirements. The applicant shall additionally be required to provide the District the following:

- A. Evidence of ownership of the property on which the construction is proposed.
- B. Evidence of appropriate insurance which protects the District from all liabilities and damages arising in any way from the activities of the applicant, the applicant's contractors or the applicant's agents. The easement or license agreement shall indicate that the applicant, or its contractor(s) or agent(s), will have in effect during the entire period for which the permit is sought, public liability insurance of not less than \$2 million, and property damage insurance of not less than \$2 million. The insurance must be provided by a carrier acceptable to the Park District. The Park District (and, if the property is leased by the Park District, also the lessor) must be named as a primary, non-contributory additional insured under the policy or policies of insurance. All such general liability policies shall contain standard separation of insured provisions or endorsements.
- C. A letter of credit adequate in amount to cover probable damages, which amount is arrived at according to the best estimate of District staff and, in addition to the letter of credit, the easement or license agreement shall require the applicant to cover all costs incurred to repair or replace any facilities, trees or other features of the park property being used which are any way damaged by the work or as a result of the work either during or following construction.
- D. Indemnification. Easement or license agreements will require an indemnification/reimbursement provision as part of the agreement in substantially the following form:

[T]he Owner further agrees to indemnify and hold harmless and defend the Park District of Highland Park, and its former, current and future officials, agents, servants, employees, attorneys and insurers and/or successors in interest of any kind, for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterclaims, debts, dues, obligations, judgments, awards, demands, liens, expenses, attorneys' fees, costs and expenses and costs of litigation, expert witness fees and consultant fees, and liability for damages of any kind and causes of action of any kind and nature, whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Park District of Highland Park, or any of its former, current and future officials, agents, servants, employees and insurers and/or successors in interest of any kind, by any person or entity arising out of, relating to, connected with, or in any way associated with this Agreement. In the event that such a claim, action, cause of action or lawsuit is brought or filed, the Park District of Highland Park, and its former, current and future officials, employees, servants, agents, attorneys, insurers, and/or successors in interest sued thereunder, shall have the right to determine the attorney(s) of its, his, her or their choice to represent and defend their interests in any legal or administrative action, all at the Owner's expense pursuant to this Agreement.

- E.** Written assurance from the applicant that Park Property shall in no way be used to transport across, store on or assemble on any materials, equipment or items which could pose a danger or hazard for the public health or the environment. Written evidence from other adjacent or nearby property owners to demonstrate that they have been approached and are either ready or unwilling to participate in the work proposed if such would in any way be appropriate to the work (as, for example, is often the case in lakefront projects to prevent erosion or bluff slippage). This is to help minimize the necessity of repeated use of a parcel of Park Property for similar construction projects. To further encourage such single-time use adjoining neighbors may apply together and share the fees, though separate assurances of performance and responsibility shall be required.

4.07.5 Approval of Agreement. The Executive Director may approve an agreement being applied for after careful consideration and after hearing the recommendation of District staff. The staff shall make recommendations regarding each application after adequate time and information have been provided.

Nothing in this Policy shall imply that the District is bound make an agreement regardless of the information or evidence provided by the applicant.

4.08 FRIENDS OF THE PARKS

The Friends of the Parks is an honorary association established by the Board to recognize individuals who have reliably and consistently provided outstanding voluntary service on behalf of the Park District of Highland Park.

- A.** Recognition shall be conferred by majority action of the Board of Park Commissioners.
- B.** Recognition shall be for the life of the individual unless withdrawn by two-thirds action of the Board.
- C.** Nomination shall be upon the recommendation of two or more Commissioners or upon the recommendation of the Executive Director.
- D.** Persons nominated must have given documented positive and distinct voluntary service to the parks and recreation system of the District over a period of years and have worked on one or more projects, parks or programs for the District.
- E.** Persons accepting the honor of membership in Friends of the Parks may be called upon individually or together from time to time by the Board or the Executive Director to advise or otherwise assist the District.
- F.** No monetary benefit shall accrue to individuals upon whom membership in Friends of the Parks is bestowed.

4.09 ENVIRONMENTAL POLICY

4.09.1 Statement of Philosophy. The community and the Park District are increasingly aware of the environmental issues which affect the quality of life within the District. It is the intent of the Park District of Highland Park to assume a leadership role in the development and use of sound environmental policies, practices and educational opportunities.

By incorporating the following environmental principles and practices and by prescribing to our Statement of Philosophy, the Park District of Highland Park shall set a high standard of leadership and competency in maintaining and improving the quality of the environment.

4.09.2 Environmental Principles. The Park District of Highland Park will to the greatest extent practicable:

- A.** Promote the acquisition, protection and environmentally sensitive management of open space and natural habitat areas.
- B.** Protect, enhance and interpret the historic natural resource heritage exemplified by Highland Park's lakefront, ravines, bluffs, prairie remnants and woodlands.

- C. Design, develop and maintain parks, facilities and natural areas in a manner that enhances and protects the environment through conservation of soil, water and energy; by minimizing the adverse impact on air and water quality; by reducing waste; and by utilizing utilities in the most efficient manner possible.
- D. Encourage recycling practices that utilize renewable resources and minimize the use of nonrenewable ones.
- E. Practice integrated pest management which reduces or eliminates the District's dependence on pesticides.
- F. Abide by the federal and state Endangered Species Protection Acts in order to avoid adverse impacts on endangered or threatened species during park operations.
- G. Function as a role model within the community by actively promoting public awareness and educational programs which encourage environmentally sensitive lifestyles.

4.09.3 Environmental Practices.

A. The District may develop relationships and agreements with public and private organizations and individuals in order to have open space and natural habitats preserved and/or managed. Some examples of these types of relationships are:

1. Habitat preservation and restoration at Highmoor Park with the Illinois Nature Preserves Commission and the Volunteer Stewardship Program.
2. Management and operation of public open spaces through agreements with the City of Highland Park, School District 112, and cultural and historic committees, commissions and societies.

B. The District will plan and construct, using the latest available information, new and renovated open space areas and facilities. These projects will not unduly negatively impact the environment and will conserve soil, water and energy resources and protect indoor and outdoor air quality.

C. The District has determined that it is in the best interest of the health, safety and welfare of persons using District buildings, vehicles and outdoor parks that smoking be prohibited. The prohibition on smoking in outdoor parks shall exclude areas on golf courses within the area of play.

1. Buildings. Smoking is prohibited in all buildings owned or controlled by the District, and within 15 feet of any entrance, window that opens or ventilation intake for any such building.

2. Vehicles. Smoking is prohibited in all motor vehicles owned, leased or otherwise used by the Park District of Highland Park.

3. Signs. "No Smoking" signage shall be appropriately posted in all public areas of the District.

D. The District recognizes the importance of both safe and attractive parks and open space and has established a balanced Integrated Pest Management Program. This program utilizes cultural methods that include:

1. Select appropriate plant species and their proper location.

2. Use of preventative maintenance procedures.

3. Promote early detection of problems.

4. Utilize, where possible, natural control methods.

5. Test for better application methods.

6. Minimize overall pesticide use.

Where and when pesticide use is necessary, the standardized and uniform procedures for the application and safe handling of pesticides will be adhered to.

a. Administration. The District will comply with the Federal Insecticide, Fungicide and Rodenticide Act and the Illinois Department of Agriculture regulations governing the use of pesticides. Compliance includes state certification of all employees involved with the implementation of this program.

b. Education. Staff will participate in training sessions sponsored by affiliated park professional organizations designed to improve the supervision, safe handling and application of pesticides.

c. Characteristics. Pesticides used by the District in the form of herbicides, insecticides or fungicides will be of the "General Use" classification. "Restricted Use" pesticides are prohibited.

d. Notification. Pesticide application notices will be posted 24 hours prior to the treatment and will remain up until 24 hours after completion of treatment. Posting will otherwise comply with Illinois EPA requirements for the application of pesticides.

e. Application. General use pesticides used by the District and registered with the Federal EPA will always be used according to specific label directions and procedures to ensure safe and effective application, storage and disposal.

- f. Calibration of equipment and application rates will be according to manufacturer's recommendations so that minimal amounts of pesticides are applied.
- g. Tot lots and playground areas will be excluded from herbicide application.

E. The District is committed to reducing solid waste by utilizing renewable or reusable resources as well as minimizing its dependence on nonrenewable ones.

Achievement of the following objectives will be targeted:

1. Maximize aluminum and plastic collection at all indoor facilities and expand collection to all developed parks.
2. Increase paper collection by recycling newspapers and all office paper types at indoor facilities.
3. Continue recycling of trees as wood chips and firewood.
4. Compost all leaves, grass, aluminum, plastic and other landscape materials.
5. Maximize used oil collection.
6. Incorporate glass recycling at all indoor facilities and developed parks.
7. Use recycled paper to the greatest feasible extent.
8. Use recycled products, such as Durawood, biodegradable bags, recycled paper, etc., in all feasible situations.
9. Continue the use of paper products in place of Styrofoam or plastic and phase out environmentally damaging products.
10. Recycle batteries, antifreeze and freon whenever feasible.

F. Comply with all other applicable federal, state and local regulations and guidelines.

G. The Park District will attach this Environmental Policy to all bidding documents for all contractors and commercial users engaged in business with the Park District and will be required to comply with this Policy.

H. The District has assumed and will continue an environmental leadership role for public and private agencies by participation in the Model Community Program.

I The District will encourage other park districts and affiliated agencies to adopt similar policies and become responsible environmental stewards.

4.10 OPENING AND CLOSING HOURS FOR PARKS AND PROPERTIES OWNED OR CONTROLLED BY THE PARK DISTRICT OF HIGHLAND PARK

A. District property shall be open to the public except at such time or times as provided by or determined in accordance with this paragraph. District property or any part or parts thereof shall be closed to the public during the hours and at such time or times as determined from time to time by the Board.

B. The District may close District property, or any part or parts thereof, to the public whenever the District in its judgment determines that such action is necessary to protect the public health and safety.

C. No person shall use, occupy or be or remain upon any District property or leave any personal property in or upon any District property after closing hours unless special permission therefor has first been obtained from the District.

4.10.1 Summer Season

All parks and properties owned or controlled by the Park District will open at 6:00 a.m. and will close at 9:00 p.m. during the summer season, April 1-October 31, except for the following:

Park Avenue Boating and Fishing Area: gates will remain open until 10:30 p.m. for boating and fishing activities.

Sunset and Danny Cunniff Parks will remain open until 10:30 p.m. for athletic programs.

Rosewood Beach will remain open until 10:30 p.m. for beach use.

4.10.2 Balance of the Year

All parks and properties owned or controlled by the Park District will be opened at 6:00 a.m. and will close at sunset from November 1- March 31.