

AGENDA

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Agenda
- V. Matters from the Public
- VI. Direction/ Discussion Items
 - a. Channel Review
 - b. Park Police Budget Draft Revision Review
 - c. The Racket Club - American Red Cross Shelter
 - d. Haligus Silo Update
 - e. Haligus Park Design Review Update
 - f. Intergovernmental Agreement - Randall/Miller Road Trail Improvement
 - g. Seasonal Program Report
 - h. Annual Park Board and Committee of the Whole Meeting Dates
 - i. Main Beach and Spoerl Park Playground Surfacing Update
 - j. Employee Policy Manual Changes
 - i. 1.05 Non-Discrimination and Anti-Harassment
 - ii. 1.07 Pre-Employment Medical Examination
 - iii. 2.03 Personnel Files
 - iv. 3.16 Victim's Economic Security and Safety Act (VESSA)
 - v. 4.07 Bereavement Leave
 - vi. 4.10 Organ Donor/Blood Donor Leave
- VII. Matters from the Board
- VIII. Adjourn

Next Park Board Regular Meeting:
December 21, 2023
Administrative Office 6:30pm
Next Committee of the Whole Meeting:
January 4, 2022
Administrative Office 6:30pm

**The public comment portion of the meeting occurs at the time set forth on the meeting agenda. The public comment period is intended to provide an opportunity for individuals to comment on matters related to the Park District. Speakers are limited to three (3) minutes per person during the public comment portion of the meeting, unless extended by the Board at its discretion. The total amount of time allocated for public comments at a particular meeting is 30 minutes unless determined otherwise by the Presiding Officer.*

ADA: In compliance with the Americans with Disabilities Act this and all other meetings of the Crystal Lake District are located in facilities that are physically accessible to those who have disabilities. If additional reasonable accommodations are needed for persons who qualify under the Act as having a "disability", please contact the Park District during normal business hours at 815-459-0680 at least 48 hours prior to any meeting so that such accommodations can be provided.



MEMORANDUM

DATE: November 30, 2023

TO: Park Board of Commissioners

FROM: Jason Herbster – Executive Director

SUBJECT: Crystal Lake Channel Update

Due to the volume of materials received from Hey and Associates regarding the channel, all of the supporting documents from the memo that was handed out at the November 16, 2023, Board meeting were forward to the Board via e-mail.

Scott Puma, the Crystal Lake Park District's Legal Counsel from Ancel Glink, and I met to discuss what Hey provided along with additional information we have researched about the channel.

The channel topic will be discussed at the meeting.

RECOMMENDATION:
For discussion purposes

Serving the Residents of Crystal Lake and Lakewood

1 E. CRYSTAL LAKE AVE CRYSTAL LAKE IL 60014 815.459.0680 CRYSTALLAKEPARKS.ORG

EXPLORE | PLAY | EXPERIENCE



MEMORANDUM

DATE: November 27, 2023

TO: Park Board of Commissioners

FROM: Jason Herbster – Executive Director
Erik Jakubowski – Superintendent of Park Services

SUBJECT: Crystal Lake Park District Park Police Budget - Revised

Summary

At the September 7, 2023, Committee of the Whole meeting, Legal Counsel provided the results of the survey they conducted of Park Police per Park Board direction.

At the October 5, 2023, Committee of the Whole meeting, at the request of the Board, staff presented concerns to the Board about the potential dissolution of the Park Police Department and quantified the list of bullet points that was provided at the September 21, 2023, Board meeting. This presentation reviewed several functions of Park Police and what the future of these functions would look like if the Park Police Department was dissolved. Discussion also took place on the perception that Park Police are a duplication of service with municipal police and that the funds in the police budget could be dedicated to other areas of the Park District. The result of the conversation was to have staff review the Park Police budget and provide the Board with a revised budget model based on previous year's actuals that could be used moving forward.

Attached is the revised budget model for the Boards review. Pages 1-8 provide details and pages 9-16 are summary pages.

The past two years, the total police department budget activity was

- 2021-2022 (\$245,049.82)
- 2023-2024 (\$287,064.08)

The Budget for 2023-2024 is (\$435,495.00). The attached revised budget for 2024-2025 is (\$333,000.00), a reduction of \$102,495.00 over the 2023-2024 budget.

Serving the Residents of Crystal Lake and Lakewood

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Budget Areas Impacted:

Revenue:

Grants: Reduced by \$15,000

TOTAL REVENUE REDUCTION: \$15,000

Expenses:

Salaries and Wages: Reduced by \$66,795 (19.36%)

Contractual Services: Reduced by \$1,000 (2.96%)

Commodities: Reduced by \$1,500 (50%)

Uncapitalized Improvements: Reduced by \$7,000 (30.43%)*

Maintenance and Repairs: Reduced by \$1,200 (70.59%)

Other Expenses: Reduced by \$40,000 (72.73%)**

TOTAL EXPENSE REDUCTION: \$117,495

TOTAL POLICE BUDGET REDUCTION: \$102,495

*Uncapitalized Improvements include Security Equipment, Uniforms, Memberships and Training, Communication Equipment

**Other Expenses include Body Worn Camera Purchases in 2023-24. This amount was reduced to \$10,000 for 2024-25

RECOMMENDATION:

For discussion purposes



Crystal Lake Park District, IL

Budget Comparison Report Account Detail

Account Number		2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	
SubAccount: 440 - OPERATIONS INCOME								
Revenue								
Fund: 01 - CORPORATE								
01-14-00-440017	GRANTS	2,676.86	2,160.00	0.00	25,000.00	10,000.00	-15,000.00	-60.00%
Budget Detail								
Budget Code	Description		Units	Price	Amount			
2024-2025	Misc Grant		0.00	0.00	-10,000.00			
01-14-00-440021	REIMBURSEMENT	10.00	5.00	0.00	0.00	0.00	0.00	0.00%
01-14-00-440034	SPECIAL DUTY PATROL FEE	0.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00%
Total Fund: 01 - CORPORATE:		2,686.86	2,165.00	0.00	26,000.00	11,000.00	-15,000.00	-57.69%
Total Revenue:		2,686.86	2,165.00	0.00	26,000.00	11,000.00	-15,000.00	-57.69%
Total SubAccount: 440 - OPERATIONS INCOME:		2,686.86	2,165.00	0.00	26,000.00	11,000.00	-15,000.00	-57.69%

Budget Comparison Report

Account Number		2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	
SubAccount: 510 - SALARIES & WAGES								
Expense								
Fund: 01 - CORPORATE								
01-14-00-510008	CLERICAL-PART TIME	8,966.04	9,573.18	5,436.42	10,718.00	10,718.00	0.00	0.00%
Budget Detail	Description		Units	Price	Amount			
Budget Code	Police Clerical		0.00	0.00	10,718.00			
2024-2025								
01-14-00-510074	PARK POLICE CHIEF	31,800.21	29,481.45	15,760.77	31,733.00	31,733.00	0.00	0.00%
Budget Detail	Description		Units	Price	Amount			
Budget Code	Park Police Chief		0.00	0.00	31,733.00			
2024-2025								
01-14-00-510075	P.T. POLICE	54,233.37	51,103.83	26,247.20	88,895.00	60,000.00	-28,895.00	-32.50%
01-14-00-510076	F.T. POLICE	0.00	20,322.17	11,992.00	25,448.00	25,448.00	0.00	0.00%
01-14-00-510134	PARK POLICE SPECIAL DUTY	0.00	0.00	0.00	2,000.00	1,000.00	-1,000.00	-50.00%
	Total Fund: 01 - CORPORATE:	94,999.62	110,480.63	59,436.39	158,794.00	128,899.00	-29,895.00	-18.83%
Fund: 02 - RECREATION								
02-14-00-510008	CLERICAL-PART TIME	8,967.04	9,572.18	5,436.42	10,718.00	10,718.00	0.00	0.00%
Budget Detail	Description		Units	Price	Amount			
Budget Code	Police Clerical		0.00	0.00	10,718.00			
2024-2025								
02-14-00-510074	PARK POLICE CHIEF	31,800.21	29,481.45	15,760.77	31,733.00	31,733.00	0.00	0.00%
Budget Detail	Description		Units	Price	Amount			
Budget Code	Park Police Chief		0.00	0.00	31,733.00			
2024-2025								
02-14-00-510075	P.T. POLICE	54,233.37	51,103.83	26,247.20	88,895.00	60,000.00	-28,895.00	-32.50%
02-14-00-510076	F.T. POLICE	0.00	20,322.17	11,992.00	25,448.00	25,448.00	0.00	0.00%
	Total Fund: 02 - RECREATION:	95,000.62	110,479.63	59,436.39	156,794.00	127,899.00	-28,895.00	-18.43%
Fund: 20 - RACKET CLUB								
20-14-00-510008	CLERICAL-PART TIME	1,993.64	2,126.85	1,208.06	2,382.00	2,382.00	0.00	0.00%
Budget Detail	Description		Units	Price	Amount			
Budget Code	Police Clerical		0.00	0.00	2,382.00			
2024-2025								
20-14-00-510074	PARK POLICE CHIEF	3,347.54	3,103.08	1,658.92	3,341.00	3,341.00	0.00	0.00%

Budget Comparison Report

Account Number	Budget Detail Budget Code 2024-2025	Description	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
						2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	
		Park Police Chief		0.00	0.00	3,341.00			
20-14-00-510075		P.T. POLICE	12,051.69	11,355.30	5,832.70	21,005.00	13,000.00	-8,005.00	-38.11%
20-14-00-510076		F.T. POLICE	0.00	2,139.15	1,262.26	2,679.00	2,679.00	0.00	0.00%
		Total Fund: 20 - RACKET CLUB:	17,392.87	18,724.38	9,961.94	29,407.00	21,402.00	-8,005.00	-27.22%
		Total Expense:	207,393.11	239,684.64	128,834.72	344,995.00	278,200.00	-66,795.00	-19.36%
		Total SubAccount: 510 - SALARIES & WAGES:	207,393.11	239,684.64	128,834.72	344,995.00	278,200.00	-66,795.00	-19.36%

Budget Comparison Report

Account Number		2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1	Comparison 1	%
					2023-2024 2023-2024	Budget 2024-2025	to Parent Budget Increase / (Decrease)	
SubAccount: 520 - CONTRACTUAL SERVICES								
Expense								
Fund: 01 - CORPORATE								
01-14-00-520209	COMMUNICATION	2,482.68	2,097.84	986.38	3,000.00	2,000.00	-1,000.00	-33.33%
01-14-00-520225	EDUCATION/SEMINARS	89.00	8,547.60	532.60	5,000.00	5,000.00	0.00	0.00%
01-14-00-520227	PHYSICAL EXAMINATIONS	540.00	570.00	910.00	800.00	800.00	0.00	0.00%
01-14-00-520290	DISPATCH FEE	23,603.20	24,365.04	11,496.86	25,000.00	25,000.00	0.00	0.00%
	Total Fund: 01 - CORPORATE:	26,714.88	35,580.48	13,925.84	33,800.00	32,800.00	-1,000.00	-2.96%
	Total Expense:	26,714.88	35,580.48	13,925.84	33,800.00	32,800.00	-1,000.00	-2.96%
	Total SubAccount: 520 - CONTRACTUAL SERVICES:	26,714.88	35,580.48	13,925.84	33,800.00	32,800.00	-1,000.00	-2.96%

Budget Comparison Report

Account Number	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	
SubAccount: 530 - COMMODITIES							
Expense							
Fund: 01 - CORPORATE							
01-14-00-530553							
OFFICE SUPPLIES	783.58	1,199.87	313.91	3,000.00	1,500.00	-1,500.00	-50.00%
Total Fund: 01 - CORPORATE:	783.58	1,199.87	313.91	3,000.00	1,500.00	-1,500.00	-50.00%
Total Expense:	783.58	1,199.87	313.91	3,000.00	1,500.00	-1,500.00	-50.00%
Total SubAccount: 530 - COMMODITIES:	783.58	1,199.87	313.91	3,000.00	1,500.00	-1,500.00	-50.00%

Budget Comparison Report

Account Number	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	
SubAccount: 550 - UNCAPITALIZED IMPROVEMENTS							
Expense							
Fund: 01 - CORPORATE							
01-14-00-550600	SECURITY EQUIPMENT	1,573.35	600.00	141.99	3,000.00	1,500.00	-1,500.00 -50.00%
01-14-00-550601	MISCELLANEOUS SUPPLIES	142.07	145.41	111.76	500.00	500.00	0.00 0.00%
01-14-00-550602	UNIFORMS	3,688.99	3,109.49	2,076.97	4,500.00	4,000.00	-500.00 -11.11%
01-14-00-550603	MEMBERSHIP & TRAINING	3,534.90	5,923.35	1,030.00	10,000.00	7,000.00	-3,000.00 -30.00%
01-14-00-550605	COMMUNICATION EQUIPMEN	1,980.00	2,160.00	1,280.00	4,000.00	2,500.00	-1,500.00 -37.50%
	Total Fund: 01 - CORPORATE:	10,919.31	11,938.25	4,640.72	22,000.00	15,500.00	-6,500.00 -29.55%
Fund: 02 - RECREATION							
02-14-00-550603	MEMBERSHIP & TRAINING	0.00	525.00	0.00	1,000.00	500.00	-500.00 -50.00%
	Total Fund: 02 - RECREATION:	0.00	525.00	0.00	1,000.00	500.00	-500.00 -50.00%
	Total Expense:	10,919.31	12,463.25	4,640.72	23,000.00	16,000.00	-7,000.00 -30.43%
	Total SubAccount: 550 - UNCAPITALIZED IMPROVEMENTS:	10,919.31	12,463.25	4,640.72	23,000.00	16,000.00	-7,000.00 -30.43%

Budget Comparison Report

Account Number	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Comparison 1 Budget		Comparison 1 to Parent Budget		
				2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	%	
SubAccount: 560 - MAINTENANCE & REPAIRS								
Expense								
Fund: 01 - CORPORATE								
01-14-00-560604				700.00	500.00	-200.00	-28.57%	
01-14-00-560607				1,000.00	0.00	-1,000.00	-100.00%	
Total Fund: 01 - CORPORATE:	0.00	105.95	0.00	1,700.00	500.00	-1,200.00	-70.59%	
Fund: 02 - RECREATION								
02-14-00-560605				0.00	0.00	0.00	0.00%	
Total Fund: 02 - RECREATION:	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
Total Expense:	0.00	105.95	0.00	1,700.00	500.00	-1,200.00	-70.59%	
Total SubAccount: 560 - MAINTENANCE & REPAIRS:	0.00	105.95	0.00	1,700.00	500.00	-1,200.00	-70.59%	

Budget Comparison Report

Account Number	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Comparison 1 Budget		Comparison 1 to Parent Budget		
				Parent Budget 2023-2024	2024-2025	Increase / (Decrease)	%	
SubAccount: 570 - OTHER EXPENSES								
Expense								
Fund: 01 - CORPORATE								
01-14-00-570030	EQUIPMENT PURCHASE	1,925.80	194.89	11,433.65	55,000.00	15,000.00	-40,000.00	-72.73%
Budget Detail								
Budget Code	Description		Units	Price	Amount			
2024-2025	Body Cameras		0.00	0.00	10,000.00			
2024-2025	Misc		0.00	0.00	5,000.00			
Total Fund: 01 - CORPORATE:		1,925.80	194.89	11,433.65	55,000.00	15,000.00	-40,000.00	-72.73%
Total Expense:		1,925.80	194.89	11,433.65	55,000.00	15,000.00	-40,000.00	-72.73%
Total SubAccount: 570 - OTHER EXPENSES:		1,925.80	194.89	11,433.65	55,000.00	15,000.00	-40,000.00	-72.73%
Report Total:		-245,049.82	-287,064.08	-159,148.84	-435,495.00	-333,000.00	102,495.00	-23.54%

Budget Comparison Report

Group Summary

	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	
Fun...							
SubAccount: 440 - OPERATIONS INCOME							
Revenue							
01 - CORPORATE	2,686.86	2,165.00	0.00	26,000.00	11,000.00	-15,000.00	-57.69%
Total Revenue:	2,686.86	2,165.00	0.00	26,000.00	11,000.00	-15,000.00	-57.69%
Total SubAccount: 440 - OPERATIONS INCOME:	2,686.86	2,165.00	0.00	26,000.00	11,000.00	-15,000.00	-57.69%

Budget Comparison Report

Fun...	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	
SubAccount: 510 - SALARIES & WAGES							
Expense							
01 - CORPORATE	94,999.62	110,480.63	59,436.39	158,794.00	128,899.00	-29,895.00	-18.83%
02 - RECREATION	95,000.62	110,479.63	59,436.39	156,794.00	127,899.00	-28,895.00	-18.43%
20 - RACKET CLUB	17,392.87	18,724.38	9,961.94	29,407.00	21,402.00	-8,005.00	-27.22%
Total Expense:	207,393.11	239,684.64	128,834.72	344,995.00	278,200.00	-66,795.00	-19.36%
Total SubAccount: 510 - SALARIES & WAGES:	207,393.11	239,684.64	128,834.72	344,995.00	278,200.00	-66,795.00	-19.36%

Budget Comparison Report

Fun...	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	
SubAccount: 520 - CONTRACTUAL SERVICES							
Expense							
01 - CORPORATE	26,714.88	35,580.48	13,925.84	33,800.00	32,800.00	-1,000.00	-2.96%
Total Expense:	26,714.88	35,580.48	13,925.84	33,800.00	32,800.00	-1,000.00	-2.96%
Total SubAccount: 520 - CONTRACTUAL SERVICES:	26,714.88	35,580.48	13,925.84	33,800.00	32,800.00	-1,000.00	-2.96%

Budget Comparison Report

	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	
Fun...							
SubAccount: 530 - COMMODITES							
Expense							
01 - CORPORATE	783.58	1,199.87	313.91	3,000.00	1,500.00	-1,500.00	-50.00%
Total Expense:	783.58	1,199.87	313.91	3,000.00	1,500.00	-1,500.00	-50.00%
Total SubAccount: 530 - COMMODITES:	783.58	1,199.87	313.91	3,000.00	1,500.00	-1,500.00	-50.00%

Budget Comparison Report

	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	
Fun...							
SubAccount: 550 - UNCAPITALIZED IMPROVEMENTS							
Expense							
01 - CORPORATE	10,919.31	11,938.25	4,640.72	22,000.00	15,500.00	-6,500.00	-29.55%
02 - RECREATION	0.00	525.00	0.00	1,000.00	500.00	-500.00	-50.00%
Total Expense:	10,919.31	12,463.25	4,640.72	23,000.00	16,000.00	-7,000.00	-30.43%
Total SubAccount: 550 - UNCAPITALIZED IMPROVEMENTS:	10,919.31	12,463.25	4,640.72	23,000.00	16,000.00	-7,000.00	-30.43%

Budget Comparison Report

	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	
Fun...							
SubAccount: 560 - MAINTENANCE & REPAIRS							
Expense							
01 - CORPORATE	0.00	105.95	0.00	1,700.00	500.00	-1,200.00	-70.59%
02 - RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expense:	0.00	105.95	0.00	1,700.00	500.00	-1,200.00	-70.59%
Total SubAccount: 560 - MAINTENANCE & REPAIRS:	0.00	105.95	0.00	1,700.00	500.00	-1,200.00	-70.59%

Budget Comparison Report

	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)	
Fun...							
SubAccount: 570 - OTHER EXPENSES							
Expense							
01 - CORPORATE	1,925.80	194.89	11,433.65	55,000.00	15,000.00	-40,000.00	-72.73%
Total Expense:	1,925.80	194.89	11,433.65	55,000.00	15,000.00	-40,000.00	-72.73%
Total SubAccount: 570 - OTHER EXPENSES:	1,925.80	194.89	11,433.65	55,000.00	15,000.00	-40,000.00	-72.73%
Report Total:	-245,049.82	-287,064.08	-159,148.84	-435,495.00	-333,000.00	102,495.00	-23.54%

Budget Comparison Report

Fund Summary

Style.IndexOf("Account Detail") = -1
 Style.IndexOf("Group Summary") = -1
 Style.IndexOf("Both") = 0

	2021-2022 Total Activity	2022-2023 Total Activity	2023-2024 YTD Activity Through Oct	Comparison 1	Comparison 1	%
				Parent Budget	Budget	
				2023-2024 2023-2024	2024-2025 2024-2025	Increase / (Decrease)
Fund						
01 - CORPORATE	-132,656.33	-157,335.07	-89,750.51	-248,294.00	-183,199.00	65,095.00 -26.22%
02 - RECREATION	95,000.62	111,004.63	59,436.39	157,794.00	128,399.00	-29,395.00 -18.63%
20 - RACKET CLUB	17,392.87	18,724.38	9,961.94	29,407.00	21,402.00	-8,005.00 -27.22%
Report Total:	-245,049.82	-287,064.08	-159,148.84	-435,495.00	-333,000.00	102,495.00 -23.54%



Memorandum

DATE: November 30, 2023
TO: Park Board of Commissioners
FROM: Kurt Reckamp – Superintendent of Recreation Programs and Facility Services
SUBJECT: American Red Cross Disaster Shelter Site

On November 7th Staff met with representatives from the American Red Cross. The Racket Club is officially designated as a site within their National Shelter System. Information regarding the facility had not been updated in many years and the Red Cross wanted to inspect the building.

To uphold The Racket Club's standing as a potential disaster shelter site, the American Red Cross requires the submission of an updated facility use agreement, a site inspection, and the renewal of signatures. During our tour, the Red Cross expressed interest in keeping The Racket Club as a shelter site. CLPD staff are in favor of signing the updated facility use agreement but wanted to bring it to the board before moving forward.

RECOMMENDATION:
For discussion purposes.

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Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	
Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	
Chapter Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

<p>Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.</p>



Terms and Conditions

- 1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Table with 3 columns: Facility Purpose, Owner Initials, Red Cross Initials. Rows include Service Center, Storage of supplies, Parking of vehicles, and Disaster Shelter.

- 2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

- 3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's Facility/Shelter Opening/Closing Form to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

- 4. Food Services (This paragraph applies only when the Facility is used as a shelter or service center.): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

- 5. Custodial Services (This paragraph applies only when the Facility is used as a shelter or service center.): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.

- 6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

- 7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

- 8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the Shelter/Facility Opening/Closing Form, to record any damage or conditions.



Facility Use Agreement

9. **Fee** (This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.): Both parties must initial sections a and b even if the cost is zero:

- a. Owner will not charge a fee for the use of the Facility.
Owner initials: _____ Red Cross initials: _____
- b. The Red Cross will pay \$_____ per _____ for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____

10. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.*
- b. *Reasonable costs associated with custodial and food service personnel and supplies which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.*
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):*

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

11. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.



Facility Use Agreement

Digital Signature: Each party agrees that either party's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

The American National Red Cross

Owner (Legal Name)

(Legal Name)

By (Signature)

By (Signature)

Name (Printed)

Name (Printed)

Title

Title

Date

Date



MEMORANDUM

DATE: November 29, 2023
TO: Park Board of Commissioners
FROM: Amy Olson, Manager of Park Planning and Development
SUBJECT: Haligus Road Park Silo Update

Summary

We met with IDNR for direction on Silo B, the silo identified as historically significant. Due to safety concerns IDNR recommended that we propose a mitigation plan to mitigate its removal. In the discussion, IDNR suggested we include a pollinator garden and interpretive signage as part of the mitigation plan. See proposed **Haligus Road Park Silo B Mitigation Plan** below.

Recommendation

For discussion purposes.

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Haligus Road Park Silo B Mitigation Plan

There are two existing silos at Haligus Road Park. Silo A is a concrete silo and was identified as very common and not significant. Silo B is a stone and mortar silo with a later concrete block stave silo addition on top and was identified as potentially eligible for the NRHP. Stone silos such as Silo B were built until about 1920 when concrete became popular. The stone portion of Silo B appears to have been constructed using unsplit fieldstones held together with a lot of mortar. (Phase I Archaeological Survey of the 10 Acre Haligus Road Park, Crystal Lake, McHenry County, Illinois)



Silo A



Silo B

We propose to take down the two silos and reuse the metal rods from silo A, the stone on Silo B and the iron rod encircling the concrete banded top of Silo B. The fieldstone boulders will be reused to create two “council rings” for small group gathering/seating areas. One will be specific to the stone silo B location and share history of site and silo means and methods through interpretive signage. The second council ring seating area will be set closer to the walking path for ease of access. A pollinator garden planted with native plants will surround the two stone council seating areas. Fieldstones that are large enough may be used as individual stone seats, set in small clusters to provide natural seating within the garden along the pathways. Additional fieldstone from the silo will be used to frame pathways within the pollinator garden. The steel bands on

the concrete silo will be reused to create a trellis "silo" and/or archway, enhancing one's experience of space within the pollinator garden.

Photo Example of a Trellis Silo and Archways



For the interpretive signage, we propose having photos taken of both silos and develop a historical timeline on silo means and methods within McHenry County, highlighting both Silos that were original to the Haligus site. We shall include known ownership and farming history of the Haligus site and general history of farming within McHenry County.



MEMORANDUM

DATE: November 28, 2023

TO: Park Board of Commissioners

FROM: Jason Herbster – Executive Director

SUBJECT: Intergovernmental Agreement Between Crystal Lake Park District and City of Crystal Lake Relative to the Transfer of Certain Property Along Miller Road for a Bike Path

As previously discussed, the McHenry County Department of Transportation is in the process of making improvements along Randall Road that will include bike paths. A portion of the proposed bike path will connect to the Crystal Lake Park District Winding Creek bike path off Miller Road. As part of the process, the transfer of a small portion of land from the Crystal Lake Park District to the City of Crystal Lake is required to provide a right-of-way.

Attached are two items. The first is a drawing showing the proposed right-of-way in yellow. The second is an Intergovernmental Agreement (IGA) created by Crystal Lake Park District legal counsel and reviewed and accepted by City staff. The City Council intends to approve the IGA at their December 19, 2023, meeting.

The Board is asked to review the IGA and present any questions to staff at the Committee of the Whole meeting.

RECOMMENDATION:

For the Board to recommend placing the IGA on the December 21, 2023, Park Board meeting consent agenda for approval.

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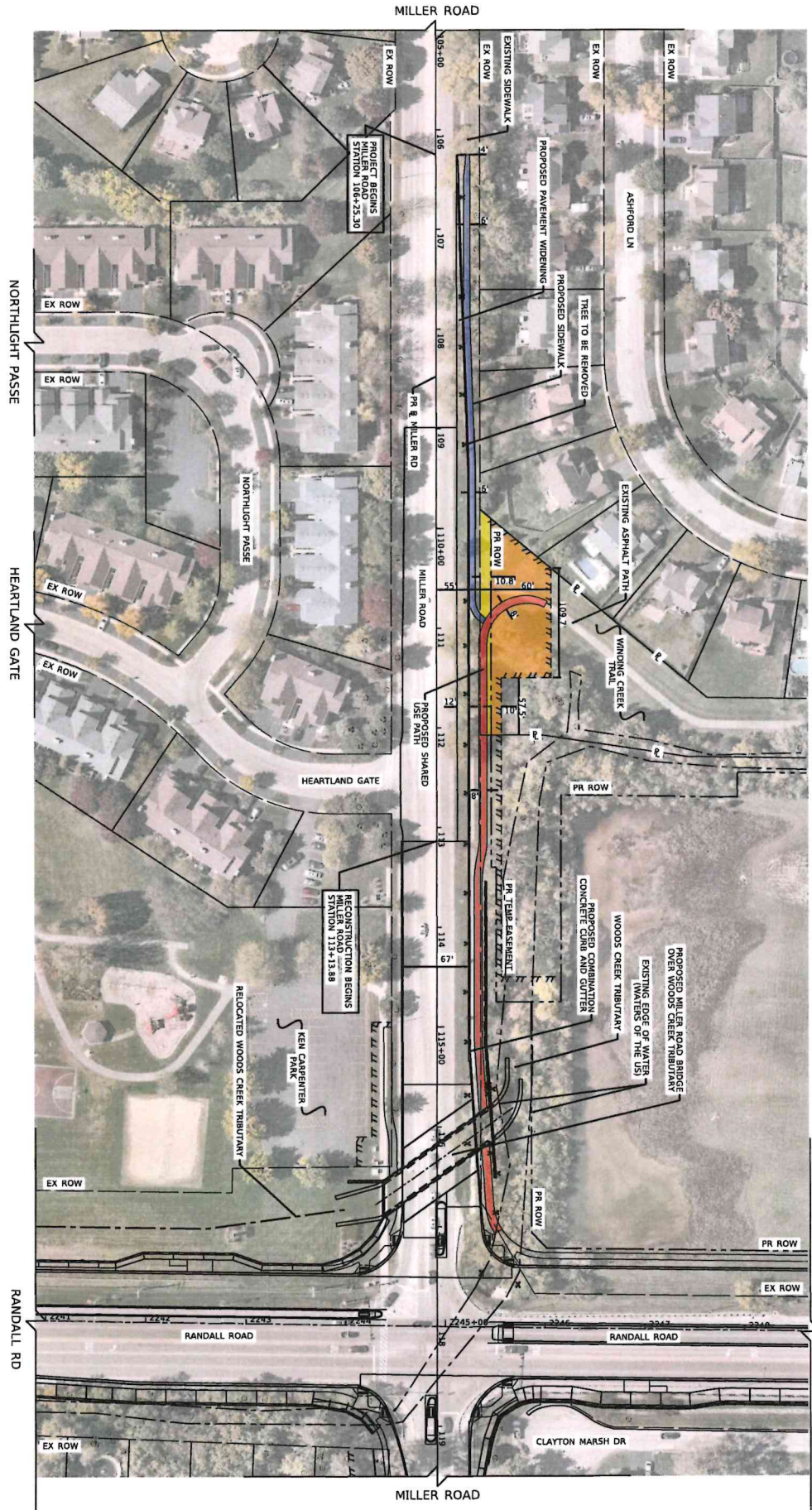
FILE NAME: 47RELE

USER NAME - J.HARRIS	DESIGNED - M.B.	REVISION -
DRAWN - J.L.V.	CHECKED - J.L.V.	REVISION -
DATE - 06/27/2013	DATE - 06/27/2013	REVISION -

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

WINDING CREEK PARK TRAIL CONNECTION
 4/0 IMPACTS

SCALE: 1" = 50'	SHEET 1 OF 1	SHEETS 57A, 103+40.00 TO 57A, 113+50.00
DATE: 06-27-2013	SECTION: 103+40.00 TO 113+50.00	COUNTY: DEKALB
PROJECT NO.: 103+40.00 TO 113+50.00	CONTRACT NO.:	TOTAL SHEETS: 1



LEGEND

- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- PROPOSED TEMPORARY EASEMENT
- PROPOSED SHARED USE PATH
- PROPOSED SIDEWALK
- PROPOSED RIGHT-OF-WAY AREA REQUIRED
- PROPOSED TEMPORARY EASEMENT AREA REQUIRED



INTERGOVERNMENTAL AGREEMENT BETWEEN THE CRYSTAL LAKE PARK DISTRICT AND THE CITY OF CRYSTAL LAKE RELATIVE TO THE TRANSFER OF CERTAIN PROPERTY ALONG MILLER ROAD FOR A BIKE PATH

THIS INTERGOVERNMENTAL AGREEMENT is entered into between the Crystal Lake Park District (“Park District”) and the City of Crystal Lake (“City”).

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, further authorize intergovernmental cooperation;

WHEREAS, the Local Governmental Property Transfer Act, 50 ILCS 605/1, *et seq.*, authorizes local governments to transfer property upon such terms as may be agreed upon by the corporate authorities of both units of local government;

WHEREAS, the Park District and the City have decided that this Intergovernmental Agreement is necessary and convenient to advance the public purposes of the City and the Park District in providing for the health, safety and welfare of their respective residents;

WHEREAS, the Park District is the owner of certain real property lying generally north of Miller Road, west of Randall Road and that part of the Winding Creek Park Bike Trail property which is legally described on Exhibit A which is attached hereto (“Park District Property”) and which is shown on the plat of survey attached hereto as Exhibit B;

WHEREAS, the County of McHenry (“County”) is undertaking the widening of parts of Randall Road and Miller Road, and as part of this project will be constructing an eight (8) foot

wide bike path (the “County Bike Path”) along the north side of Miller Road that will connect to the Winding Creek Park Bike Path;

WHEREAS, as part of the project, the County has requested, and the City and Park District agree, that the Park District will convey a portion of the Park District Property to the City as shown on the plat of survey and referred to in the survey and herein as the ROW Property, and which is legally described in Exhibit C, which is attached hereto;

WHEREAS, the parties agree that it is in the best interests of their respective residents to enter into this Agreement and to take all steps necessary to construct the County Bike path.

NOW THEREFORE, in consideration of the foregoing as well as \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Park District and the City agree as follows:

1. The City and the Park District hereby find that all recitals contained in the preamble of this Intergovernmental Agreement are complete, true and correct and hereby incorporate them into the Agreement by reference.

2. The Park District agrees to convey by quit claim deed, in the form attached hereto as Exhibit D, to the City and the City agrees to acquire from the Park District, the ROW Property. This conveyance shall be at no cost to Park District. Both parties shall bear their own attorneys’ fees incurred in the course of negotiating and implementing this Agreement and the conveyance described herein. The City shall pay all costs of recording of the quit claim deed.

3. The Park District warrants and represents, as applicable, the following:

A. The Park District has full capacity, right, power and authority to execute, deliver and perform this Agreement.

B. The Park District makes no representation about the condition of the ROW Property but asserts there are no pending, or to the best of Park District's knowledge, any anticipated suits, actions, investigations, proceedings, liens or notices from any governmental or quasi-governmental agency with respect to the ROW Property.

4. The City warrants and represents, as applicable, the following:

A. City has full capacity, right, power, and authority to execute, deliver and perform this Agreement.

B. City accepts the condition of the ROW Property.

5. The parties agree to extend whatever cooperation and perform all acts and execute all documents as are deemed necessary to affect the intent of this Agreement.

6. The Exhibits to this Agreement are incorporated by this reference.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by duly authorized officers as of the dates written below.

CRYSTAL LAKE PARK DISTRICT

CITY OF CRYSTAL LAKE

BY: _____
Eric Anderson, President

BY: _____
Haig Habelian, Mayor

Attest: _____
Jason Herbster, Secretary

Attest: _____
City Clerk

Dated: _____, 2023

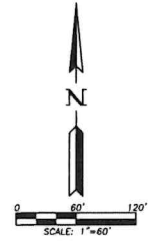
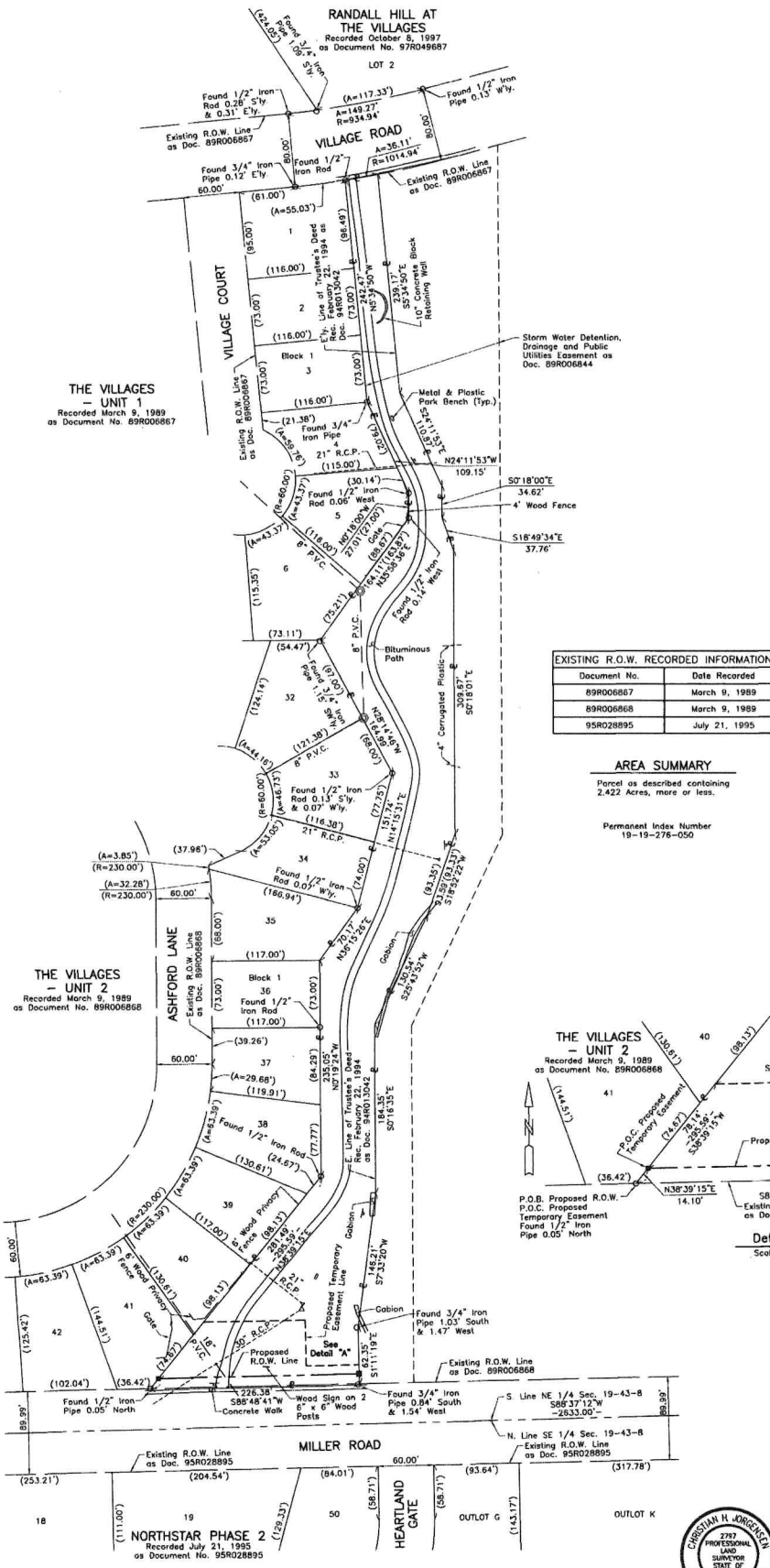
Dated: _____, 2023

EXHIBIT A
Legal Description of Park District Property

That part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, described as follows: Commencing at the northeast corner of the Northeast Quarter of said Section 19; thence South 00 degrees 04 minutes 59 seconds East, a distance of 1003.74 feet on the east line of the Northeast Quarter of said Section 19; thence South 89 degrees 55 minutes 01 seconds West, a distance of 150.00 feet to a point on the west right-of-way line of a public highway as dedicated October 31, 1969, as document number 516645; thence South 00 degrees 04 minutes 59 seconds East, a distance of 100.00 feet on the aforesaid west right-of-way line; thence South 89 degrees 55 minutes 01 seconds West, a distance of 194.00 feet to a point of curvature; thence westerly along a curve concave southerly, having a radius of 432.96 feet, an arc distance of 109.03 feet (the chord thereof bearing South 82 degrees 42 minutes 10 seconds West, a chord distance of 108.74 feet) to a point of tangency; thence South 75 degrees 29 minutes 18 seconds West, a distance of 165.00 feet to a point of curvature; thence westerly along a curve concave northerly having a radius of 1015.00 feet, an arc distance of 70.92 feet (the chord thereof bearing South 77 degrees 29 minutes 24 seconds West, a chord distance of 70.90 feet) for the place of beginning; thence continuing westerly along the last described curve having a radius of 1015.00 feet, an arc distance of 36.11 feet; thence South 05 degrees 21 minutes 49 seconds East, a distance of 242.49 feet; thence South 23 degrees 58 minutes 52 seconds East, a distance of 109.16 feet; thence South 0 degrees 04 minutes 59 seconds East, a distance of 27.00 feet; thence South 36 degrees 13 minutes 27 seconds West, a distance of 163.87 feet; thence South 27 degrees 59 minutes 54 seconds East, a distance of 165.00 feet; thence South 14 degrees 29 minutes 02 seconds West, a distance of 151.75 feet; thence South 36 degrees 27 minutes 04 seconds West, a distance of 70.17 feet; thence South 00 degrees 07 minutes 46 seconds East, a distance of 235.06 feet; thence South 38 degrees 50 minutes 51 seconds West, a distance of 295.61 feet; thence North 89 degrees 00 minutes 17 seconds East, a distance of 226.39 feet; thence North 00 degrees 59 minutes 43 seconds West, a distance of 62.35 feet; thence North 07 degrees 44 minutes 56 seconds East, a distance of 146.22 feet; thence North 00 degrees 04 minutes 59 seconds West, a distance of 184.36 feet; thence North 25 degrees 55 minutes 28 seconds East, a distance of 130.55 feet; thence North 19 degrees 09 minutes 08 seconds East, a distance of 93.35 feet; thence North 00 degrees 05 minutes 00 seconds West, a distance of 309.69 feet; thence North 18 degrees 36 minutes 33 seconds West, a distance of 37.76 feet; thence North 00 degrees 04 minutes 59 seconds West, a distance of 34.62 feet; thence North 23 degrees 58 minutes 52 seconds West, a distance of 110.88 feet; thence North 05 degrees 21 minutes 49 seconds West, a distance of 239.18 feet to the place of beginning.

Exhibit B
Plat of Survey
[to be inserted]

PLAT OF SURVEY



Bearings and Coordinates are referenced to the Illinois Coordinate System NAD 83(2011) East Zone. All dimensions are measured unless otherwise specified. Areas shown on this plot are ground. All measured and computed distances are grid not ground. To obtain ground distances, divide grid distances shown by the combined factor of 0.9999373755.

LEGEND

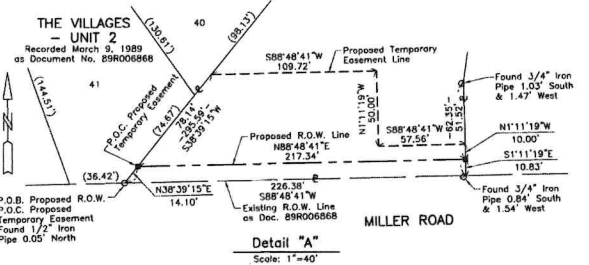
- Property (Deed) Line
- - - Existing R.O.W. Line
- - - Existing Easement Line
- - - Proposed Easement Line
- - - Proposed R.O.W. Line
- - - Quarter Section Line
- Iron Pipe or Rod (Found)
- Division of Highways Survey Marker (Set)
- 123.45' Measured Dimension
- (678.90') Record Dimension
- 987.65'(Comp.) Computed Dimension
- Fence
- ⊙ Sign
- ⊙ Storm Manhole
- ⊙ Sanitary Manhole
- △ Concrete Flared End Section with Metal Gate
- - - Storm Sewer
- - - Sanitary Sewer

EXISTING R.O.W. RECORDED INFORMATION	
Document No.	Date Recorded
89R006867	March 9, 1989
89R006868	March 9, 1989
95R028895	July 21, 1995

AREA SUMMARY

Parcel as described containing 2.422 Acres, more or less.
Permanent Index Number 19-19-276-050

NOTE:
Regarding matters of title we have relied on Wheeland Title Guaranty Company Commitment Number MW-2015LME-1754.0.
Only those Building Lines or Easements shown on a Recorded Subdivision Plat are shown hereon. Check local ordinances before building.
This Plat is Valid only with embossed seal.
Compare all points before building with same and at once report any difference before damage is done.
No dimensions shall be assumed by scale measurement from this plat.
This Plat is not transferable.
Last Date of Field Survey: July 27, 2023
Date: August 8, 2023
Job No: MC1403



State of Illinois } SS
County of Lake }
For: The Crystal Lake Park District
We, Jorgensen & Associates, Inc., an Illinois Professional Design Firm Land Surveyor Corporation, Number 184-2771, do hereby certify that a survey was made of the above described property, that this plat correctly represents the facts found at the time of the survey and that this professional service conforms to both the laws of the State of Illinois and the current applicable Illinois Professional Land Surveyors Association Standards, and that the plat hereon drawn correctly represents said survey.
Dimensions are shown in feet and decimal parts thereof and are corrected to a temperature of 68 degrees Fahrenheit.
Dated at Lake Villa, Illinois, this 08 day of August, 2023 A.D.
Illinois Professional Land Surveyor No. 35-2797
License Expiration Date: November 30, 2024
This professional service conforms to the current Illinois minimum standards for a boundary survey.
Sheet 1 of 2



PLAT OF SURVEY of

PREMISES

That part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, described as follows: Commencing at the northeast corner of the Northeast Quarter of said Section 19; thence South 00 degrees 04 minutes 59 seconds East, a distance of 1003.74 feet to the east line of the Northeast Quarter of said Section 19; thence South 89 degrees 55 minutes 01 seconds West, a distance of 150.00 feet to a point on the west right-of-way line of a public highway as dedicated October 31, 1989, as document number 816845; thence South 00 degrees 04 minutes 59 seconds East, a distance of 100.00 feet on the aforesaid west right-of-way line; thence South 89 degrees 55 minutes 01 seconds West, a distance of 194.00 feet to a point of curvature; thence westerly along a curve concave southerly, having a radius of 432.96 feet, an arc distance of 109.03 feet (the chord thereof bearing South 82 degrees 42 minutes 10 seconds West, a chord distance of 108.74 feet) to a point of tangency; thence South 75 degrees 29 minutes 18 seconds West, a distance of 165.00 feet to a point of curvature; thence westerly along a curve concave northerly having a radius of 1019.00 feet, an arc distance of 70.82 feet (the chord thereof bearing South 77 degrees 28 minutes 24 seconds West, a chord distance of 70.90 feet) for the place of beginning; thence continuing westerly along the last described curve having a radius of 1019.00 feet, an arc distance of 38.11 feet; thence South 05 degrees 21 minutes 49 seconds East, a distance of 242.49 feet; thence South 23 degrees 58 minutes 32 seconds East, a distance of 109.16 feet; thence South 0 degrees 04 minutes 59 seconds East, a distance of 27.00 feet; thence South 38 degrees 13 minutes 27 seconds West, a distance of 163.87 feet; thence South 27 degrees 59 minutes 34 seconds East, a distance of 165.00 feet; thence South 14 degrees 29 minutes 02 seconds West, a distance of 151.75 feet; thence South 38 degrees 27 minutes 04 seconds West, a distance of 70.17 feet; thence South 00 degrees 07 minutes 46 seconds East, a distance of 235.06 feet; thence South 35 degrees 50 minutes 31 seconds West, a distance of 293.61 feet; thence North 89 degrees 00 minutes 17 seconds East, a distance of 228.39 feet; thence North 00 degrees 59 minutes 43 seconds West, a distance of 62.35 feet; thence North 07 degrees 44 minutes 58 seconds East, a distance of 146.22 feet; thence North 00 degrees 04 minutes 59 seconds West, a distance of 184.36 feet; thence North 25 degrees 55 minutes 28 seconds East, a distance of 130.55 feet; thence North 19 degrees 09 minutes 08 seconds East, a distance of 93.35 feet; thence North 00 degrees 05 minutes 00 seconds West, a distance of 309.69 feet; thence North 18 degrees 38 minutes 33 seconds West, a distance of 37.76 feet; thence North 00 degrees 04 minutes 59 seconds West, a distance of 34.82 feet; thence North 23 degrees 58 minutes 32 seconds West, a distance of 110.88 feet; thence North 05 degrees 21 minutes 49 seconds West, a distance of 239.18 feet to the place of beginning.

PROPOSED R.O.W. PARCEL

That part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999373735, described as follows:

Beginning at the southeast corner of Lot 41 in The Villages Unit 2, being a subdivision of part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded March 9, 1989 as document number 89R006688, said point being also the southwest corner of the grantor, according to trustee's deed recorded February 22, 1994 as document number 94R013042; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 38 degrees 39 minutes 15 seconds East along the southeasterly line of Lot 41 in said The Villages Unit 2, being also a northwesterly line of the grantor, according to said trustee's deed, a distance of 14.10 feet; thence North 88 degrees 48 minutes 41 seconds East, a distance of 217.34 feet to an east line of the grantor according to said trustee's deed; thence South 1 degree 11 minutes 19 seconds East along an east line of the grantor, according to said trustee's deed, a distance of 10.83 feet to the north right of way line of Miller Road recorded March 9, 1989 as document number 89R006688; thence South 88 degrees 48 minutes 41 seconds West along the said north right of way line of Miller Road, a distance of 226.38 feet to the point of beginning;

Said parcel containing 0.055 acres, more or less.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT

That part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999373735, described as follows:

Commencing at the southeast corner of Lot 41 in The Villages Unit 2, being a subdivision of part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded March 9, 1989 as document number 89R006688, said point being also the southeast corner of the grantor, according to trustee's deed recorded February 22, 1994 as document number 94R013042; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 38 degrees 39 minutes 15 seconds East along the southeasterly line of Lot 41 in said The Villages Unit 2, being also a northwesterly line of the grantor, according to said trustee's deed, a distance of 14.10 feet; thence North 88 degrees 48 minutes 41 seconds East, a distance of 217.34 feet to an east line of the grantor according to said trustee's deed; thence South 1 degree 11 minutes 19 seconds West along an east line of the grantor, according to said trustee's deed, a distance of 10.83 feet; thence South 88 degrees 48 minutes 41 seconds West, a distance of 37.56 feet; thence North 1 degree 11 minutes 19 seconds West, a distance of 50.00 feet; thence South 88 degrees 48 minutes 41 seconds West, a distance of 109.72 feet to a northwesterly line of the grantor, according to said trustee's deed, being also the southeasterly line of Lot 40 in said The Villages Unit 2; thence South 38 degrees 39 minutes 15 seconds West along a northwesterly line of the grantor, according to said trustee's deed, being also the southeasterly line of Lots 40 and 41 in said The Villages Unit 2, a distance of 78.14 feet to the point of beginning.

Said temporary easement 0.199 acres, more or less.

Exhibit C

Legal Description of ROW Property

That part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999373735, described as follows:

Beginning at the southeast corner of Lot 41 in The Villages Unit 2, being a subdivision of part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded March 9, 1989 as document number 89R006868, said point being also the southwest corner of the grantor, according trustee's deed recorded February 22, 1994 as document number 94R013042; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 38 degrees 39 minutes 15 seconds East along the southeasterly line of Lot 41 in said The Villages Unit 2, being also a northwesterly line of the grantor, according to said trustees deed, a distance of 14.10 feet; thence North 88 degrees 48 minutes 41 seconds East, a distance of 217.34 feet to an east line of the grantor according to said trustee's deed; thence South 1 degree 11 minutes 19 seconds East along an east line of the grantor, according to said trustee's deed, a distance of 10.83 feet to the north right of way line of Miller Road recorded March 9, 1989 as document number 89R006868; thence South 88 degrees 48 minutes 41 seconds West along the said north right of way line of Miller Road, a distance of 226.38 feet to the point of beginning;

Said parcel containing 0.055 acre, more or less.

EXHIBIT D

QUIT CLAIM DEED

MAIL TO and

NAME AND ADDRESS OF TAXPAYER:

City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014

THE GRANTOR, Crystal Lake Park District, an Illinois Park District, for and in consideration of TEN and NO/100 dollars (\$10.00), in hand paid, CONVEY and QUIT CLAIMS to the City of Crystal Lake Park District, a municipal corporation, of the County of McHenry, in the State of Illinois, to wit:

That part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999373735, described as follows:

Beginning at the southeast corner of Lot 41 in The Villages Unit 2, being a subdivision of part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded March 9, 1989 as document number 89R006868, said point being also the southwest corner of the grantor, according trustee's deed recorded February 22, 1994 as document number 94R013042; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 38 degrees 39 minutes 15 seconds East along the southeasterly line of Lot 41 in said The Villages Unit 2, being also a northwesterly line of the grantor, according to said trustees deed, a distance of 14.10 feet; thence North 88 degrees 48 minutes 41 seconds East, a distance of 217.34 feet to an east line of the grantor according to said trustee's deed; thence South 1 degree 11 minutes 19 seconds East along an east line of the grantor, according to said trustee's deed, a distance of 10.83 feet to the north right of way line of Miller Road recorded March 9, 1989 as document number 89R006868; thence South 88 degrees 48 minutes 41 seconds West along the said north right of way line of Miller Road, a distance of 226.38 feet to the point of beginning;

Said parcel containing 0.055 acre, more or less.

Subject to: General real estate taxes not due and payable at the time of closing; covenants, conditions, and restrictions of record; building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the real estate.

THIS IS NOT HOMESTEAD PROPERTY.

Vacant land north of Miller Road, Crystal Lake, IL 60014.

Permanent Index Number: part of 19-19-276-050

DATED this ____ day of _____, 2023.

Crystal Lake Park District

By: _____
Eric Anderson, President

Attest:

Jason Herbster, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Eric Anderson and Jason Herbster, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this ____ day of _____, 2023.

NOTARY PUBLIC

McHenry COUNTY - ILLINOIS TRANSFER
STAMP

NAME and ADDRESS OF PREPARER:

Scott A. Puma
Ancel, Glink., P.C.
175 E. Hawthorn Parkway, Suite 145
Vernon Hills, Illinois 60061-1493

EXEMPT UNDER PROVISIONS OF
PARAGRAPH (b) , SECTION 4,
REAL ESTATE TRANSFER ACT
DATE: _____, 2023

Signature of Buyer, Seller or Representative



Memorandum

DATE: November 30, 2023

TO: Park Board of Commissioners

FROM: Kurt Reckamp – Superintendent of Recreation Programs and Facility Services

SUBJECT: 2023/24 Second Quarter Program Report

Attached is a report detailing program enrollment and financial statistics from the second quarter of this fiscal year. The report encompasses programs taking place from August 1st to October 31st. Please note that any enrollment comparison numbers are for recreation programs and not specific facilities such as the Racket Club, Nature Center, Lippold Park Family Golf Center, concessions, or any building rentals.

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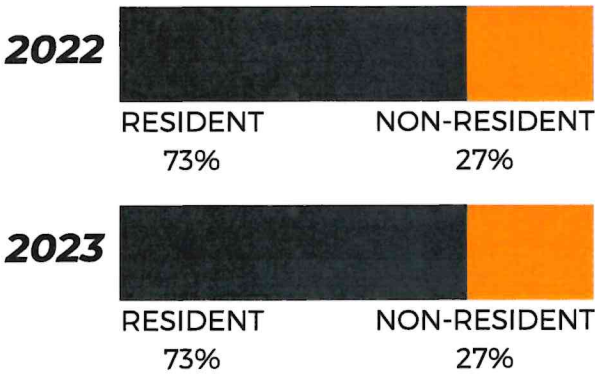
QUARTERLY REPORT



QUARTER 2 | AUGUST 1, 2023 - OCTOBER 31, 2023

ENROLLMENT

BY RESIDENCY:



BY AGE:

2022

0-5	11%
6-10	61%
11-15	23%
16-20	0%
21-30	1%
31-40	1%
41-50	2%
51-60	1%
61-70	0%
71-80	1%
80+	0%

2023

0-5	23%
6-10	41%
11-15	8%
16-20	0%
21-30	2%
31-40	3%
41-50	4%
51-60	4%
61-70	7%
71-80	6%
80+	2%

FINANCES

2022

FUNDS	AUG.	SEPT.	OCT.	TOTAL
RECREATION	\$268,007	\$972,785	\$276,606	\$1,517,398
NATURAL HISTORY	\$6,306	\$121,880	\$7,181	\$135,367
AQUATICS	\$27,912	\$4,763	\$5,245	\$37,920
FOOD SERVICE	\$15,539	\$8,303	\$16,933	\$40,775
DRIVING RANGE	\$26,760	\$12,688	\$359	\$39,807
RACKET CLUB	\$101,498	\$105,838	\$117,970	\$325,306
TOTALS	\$446,022	\$1,226,257	\$424,294	\$2,096,573

2023

FUNDS	AUG.	SEPT.	OCT.	TOTAL
RECREATION	\$235,268	\$1,045,989	\$245,576	\$1,526,833
NATURAL HISTORY	\$8,479	\$137,182	\$6,708	\$152,369
AQUATICS	\$31,153	\$19,509	\$6,622	\$57,284
FOOD SERVICE	\$15,206	\$10,421	\$533	\$26,160
DRIVING RANGE	\$41,630	\$17,134	\$422	\$59,186
RACKET CLUB	\$126,357	\$121,764	\$129,927	\$378,048
TOTALS	\$458,093	\$1,351,999	\$389,788	\$2,199,880

TOP 10

GROSS REVENUE AREAS

1	RACKET CLUB	\$378,049
2	EXTENDED TIME	\$281,133
3	SUMMER CAMP	\$98,576
4	FACILITY RENTALS	\$58,961
5	DRIVING RANGE	\$58,764
6	AQUATICS	\$57,285
7	PRESCHOOL	\$42,889
8	SOFTBALL	\$37,121
9	YOUTH ATHLETICS	\$29,879
10	CONCESSIONS	\$26,161

PROGRAM

PARTICIPANTS

2022 2023

	2022	2023
ACTIVE ADULT	70	115
AQUATICS	18	18
ART	55	57
ATHLETICS	1,171	1,085
CAMP	773	580
DANCE	155	243
EARLY CHILDHOOD	60	95
EXTENDED TIME	510	501
FITNESS	332	433
MARTIAL ARTS	118	80
NATURE	51	15
PALMER HOUSE	34	24
PRESCHOOL	86	92
TENNIS	127	133
THEATER	19	57
TRIPS	98	173
VARIED INTEREST	120	113
YOUTH INTEREST	91	77
TOTAL	5,910	5,914

Q2 HIGHLIGHTS



- Free Positivity Pebbles continued through Labor Day.



- Hosted a weekly Free Lunch Program at Ladd Park.



- Hosted the Kingpins (drumming group with NISRA) at a Tuesday Night Concert.



- 45 Wagon Rides booked and completed by Parks Services.



- Over 700 attended our adults-only movie in the park this August for a viewing of Caddyshack.



- 62 teams registered for Fall Softball.



- Truck or Treat brought over 2,000 participants.



- Our oldest program participant was 95 years old.



- Resident beach admission increased 18%. Non-Resident beach admission increased by 32%.



- Girls Basketball has 120 participants.



- 4,948 total visits to the Nature Center and the Colonel Palmer House.



MEMORANDUM

DATE: November 21, 2024

TO: Park Board of Commissioners

FROM: Jason Herbster – Executive Director

SUBJECT: Approval of Annual Board Meeting Dates

Summary

According to the Open Meetings Act and Illinois Compiled Statute 5 ILCS120/2.03, at the beginning of each calendar or fiscal year, the Crystal Lake Park District must give public notice of the schedule of its regular meetings and must state the regular dates, times and places of these meetings. Below is a list of meeting dates and times for the 2024 calendar year. All meetings will take place at the Crystal Lake Park District Administrative Building, 1 E. Crystal Lake Avenue, Crystal Lake, IL. The first Thursday in July is Independence Day, so the proposed date is Tuesday, July 2, 2024.

<u>Regular Board Meetings</u>	<u>Committee of the Whole Meetings</u>
January 18, 2024, 6:30pm	January 4, 2024, 6:30pm
February 15, 2024, 6:30pm	February 1, 2024, 6:30pm
March 21, 2024, 6:30pm	March 7, 2024, 6:30pm
April 18, 2024, 6:30pm	April 4, 2024, 6:30pm
May 16, 2024, 6:30pm	May 2, 2024, 6:30pm
June 20, 2024, 6:30pm	June 6, 2024, 6:30pm
July 18, 2024, 6:30pm	<u>TUESDAY July 2, 2024, 6:30pm</u>
August 15, 2024, 6:30pm	August 1, 2024, 6:30pm
September 19, 2024, 6:30pm	September 5, 2024, 6:30pm
October 17, 2024, 6:30pm	October 3, 2024, 6:30pm
November 21, 2024, 6:30pm	November 7, 2024, 6:30pm
December 19, 2024, 6:30pm	December 5, 2024, 6:30pm

Recommendation

Staff recommends that the Park Board of Commissioners place the 2024 Regular Board Meeting and Committee of the Whole Meeting dates on the consent agenda for approval at the December Park Board meeting.

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MEMORANDUM

DATE: November 28, 2023

TO: Park Board of Commissioners

FROM: Amy Olson, Manager of Park Planning and Development

SUBJECT: Main Beach and Spoerl Park Playground Surfacing

Summary

We have budgeted \$ 300,000 for replacing the engineered wood fiber playground mulch with rubber surfacing or artificial turf surfacing at Main Beach and \$ 150,000.00 for Spoerl Park. Initial cost estimates came under budget when we were in the budgeting process last year. Due to cost increases in materials and labor, Hitchcock has provided updated opinions of cost that are higher than the budgeted amount for Main Beach and within budget for Spoerl Park.

Main Beach Playground Surfacing Opinions of Cost:

The preferred option of PIP rubber surfacing is estimated at \$ 430,000.00, \$130,000 over budget.

The option for artificial turf, solid green color, is estimated at \$ 375,000.00, \$75,000 over budget.

Spoerl Park Playground Re-Surfacing Opinion of Cost:

Due to the age and condition of the rubber surfacing, the existing surfacing and base would be removed and replaced before installing the artificial turf. Estimated costs with base replacement is estimated at \$ 145,000.00, \$ 5,000.00 under budget.

Optionally, if the existing rubber surfacing can be used as the base for the new artificial turf (assuming the existing surfacing passes safety testing for fall-attenuation), there would be a cost savings in both labor and material

The option for artificial turf overlaid on top of the existing surfacing, solid green color is estimated at \$ 75,000.00, \$ 75,000.00 under budget,

Recommendation

For discussion purposes.

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MEMORANDUM

DATE: December 1, 2023

TO: Crystal Lake Park District Board of Commissioners

FROM: Rocio Arreola-Escutia, Human Resources Manager

SUBJECT: Employee Policy Manual Revisions and Updates

Summary

Attached, please find revisions and updates to the Employee Policy Manual due to employment law changes, with some taking effect on January 1, 2024. Below is a brief description of the changes.

1.05 Non-Discrimination and Anti-Harassment- Updated policy to include the IL Human Rights Act definition of "race". This includes "traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists."

1.07 Pre-Employment Medical Examination- Updated policy to be in compliance with Genetic Information Privacy Act.

2.03 Personnel Files- Updated policy to be in compliance with IL Personnel Record Review Act.

3.16 Victim's Economic Security and Safety Act (VESSA)- Updated policy to be in compliance with changes made to HB 2493, which amends VESSA, effective 1/1/2024.

4.07 Bereavement Leave- Include Family Bereavement Leave Act, which went into effect on 1/1/2023 and the Child Extended Bereavement Leave Act, effective 1/1/2024.

4.10 Organ Donor/Blood Donor Leave- Update the policy to include paid organ donation of up to 10 days in a rolling 12-month period. Employee Blood and Organ Donation Leave Act (previously the Employee Blood Donation Leave Act) will take effect on 1/1/2024.

Recommendation

For the Board to place the changes to the policies presented on the consent agenda for approval at the December Park Board meeting.

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Crystal Lake Park District
Employee Policy Manual

Policy Number: 1.05

Date Adopted: 10/20/2005

Policy Name: ~~Non-Discrimination~~Non-Discrimination and Anti-Harassment Last Revision: 4/18/2019
01/01/2024

The Park District is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that prohibits discriminatory practices, including harassment. Therefore, the Park District expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

It is the responsibility of each and every employee, intern, officer, official, park commissioner, agent, volunteer, and vendor of the Park District, as well as anyone using the Park District's facilities, to refrain from sexual and other harassment. The Park District will not tolerate sexual or any other type of harassment of or by any of its employees, interns and elected officials. Actions, words, jokes or comments based on an individual's sex, sexual orientation or identity, civil union partnership, race or traits associated with race, including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated.

This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, sexual orientation or identity, civil union partnership, or any other protected characteristic, from participating in business or work-related social activities or discussion in order to avoid allegations of harassment. The law and policies of the Park District prohibit disparate treatment on the basis of sex, sexual orientation or identity, civil union partnership, or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibition against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

Definition of Sexual Harassment

Sexual harassment is a form of discrimination prohibited by Title VII of the U. S. Civil Rights Act of 1964, as amended, the Illinois Human Rights Act, and the State Officials and Employees Ethics Act.

It is the responsibility of each individual employee and elected or appointed officer or official to refrain from sexual harassment and it is the right of each individual employee and elected or appointed officer or official to work in an environment free from sexual harassment.

Under the Illinois State Officials and Employees Ethics Act, sexual harassment is defined as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. For purposes of this definition, the phrase "working environment" is not limited to a physical location where an employee is assigned to perform his or her duties and does not require an employment relationship.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail, cell phones or other electronic devices); and other physical, verbal or visual conduct of a sexual nature.

Other Forms of Harassment

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation or identity, civil union partnership, age, national origin, disability or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail). To avoid any perceptions of a sexually hostile environment, the Park District shall not allow any posters, calendars, magazines or other material of a sexual nature on Park District premises or in Park District vehicles and it shall be the responsibility of supervisors to carry out this policy.

Consequences of Engaging in Harassment

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings and business-related social events.

Employees who believe they are experiencing sexual harassment should report the alleged conduct immediately to the Manager of Human Resources or the Executive Director. A confidential investigation of any complaint will be undertaken promptly.

Any employee/intern or elected official engaging in practices or conduct constituting sexual harassment, discrimination or harassment of any kind shall be subject to disciplinary action, up to and including termination. Each case will be reviewed on an individual basis.

Retaliation Is Prohibited

The Park District prohibits retaliation against any individual who reports discrimination or harassment, participates in an investigation of such reports, or files a charge of discrimination or harassment. Retaliation against an individual for reporting harassment or discrimination, for participating in an investigation of a claim of harassment or discrimination, or for filing a charge of discrimination or harassment is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination. Persons who report allegations of sexual harassment also may have whistleblower protections under the State Officials and Employees Ethics Act, the Illinois Whistleblower Act, and the Illinois Human Rights Act.

Reporting Procedure

The Park District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment or discrimination. Therefore, while no fixed reporting period has been established, the Park District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassing or discriminatory conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

If you experience or witness harassment or discrimination of any kind, you should deal with the incident(s) as directly and firmly as possible by clearly communicating your position to the offending person, your immediate supervisor, your department head, Manager of Human Resources and/or the Executive Director. You should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Written records such as letters, notes, memos, e-mails, and telephone messages can strengthen documentation. It is not necessary that the harassment be directed at you to make a complaint.

Direct Communication with Offender:

If there is a harassing or discriminatory behavior in the workplace, you should directly and clearly express your objection to the offending person(s) regardless of whether the behavior is directed at you. If you are the harassed employee, you should clearly state that the conduct is unwelcome and the offending behavior must stop. However, you are not required to directly confront the person who is the source of your report, question, or complaint before notifying any of the individuals listed below. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed they should be put in writing.

Report to Supervisory and Administrative Personnel:

At the same time direct communication is undertaken, or in the event you feel threatened or intimidated by the offending person, you should promptly report the offending behavior to your immediate supervisor, department head, Executive Director or Human Resources Manager. If you feel uncomfortable doing so, or if your immediate supervisor and/or department head is the source of the problem, condones the problem or ignores the problem, report directly to the Executive Director. If the Executive Director is the source of the problem, condones the problem, or ignores the problem, you should contact the President of the Board of Park Commissioners.

Report to the Executive Director/President of the Board of Park Commissioners:

An employee/intern may also report incidents of harassment or discrimination directly to the Executive Director. The Executive Director or his designee will promptly investigate the facts and take corrective action when an allegation is determined to be valid. If your complaint alleges harassment by the Executive Director, or if the Executive Director condones the problem or ignores the problem, you should immediately report the incident or incidents in writing directly to the President of the Board of Park Commissioners. An investigation will be conducted and appropriate action will be taken when an allegation is determined to be valid. At no time will personnel involved in the alleged harassment conduct the investigation.

Harassment Allegations against Non-Employees/Third Parties:

If you make a complaint alleging harassment or discrimination against an agent, vendor, supplier, contractor, volunteer or person using Park District programs or facilities, the Executive Director will investigate the incident(s) and determine the appropriate action, if any. The Park District will make reasonable effort to protect you from further contact with such persons. Please recognize, however, that the Park District has limited control over the actions of non-employees.

Important Notice to all Employees:

Employees/unpaid interns who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this reporting procedure. An employee/unpaid intern's failure to fulfill this obligation could affect his or her rights in pursuing legal actions.

Responsibilities of Supervisors and Witnesses:

Any supervisor who becomes aware of any possible sexual or other harassment or discrimination of or by any employee/unpaid intern should immediately advise the Executive Director or Human Resources Manager who will investigate the conduct and resolve the matter as soon as possible. All employees/unpaid interns are strongly encouraged to report incidents of harassment, regardless of who the offender may be or whether or not you are the intended victim.

The Investigation:

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The Park District will make every reasonable effort to conduct an investigation in a responsible and confidential manner. *However, it is impossible to guarantee absolute confidentiality.* The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. The Park District reserves the right and hereby provides notice that third parties may be used to investigate claims of harassment, including Park District attorneys. One must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to and including termination.

Responsive Action:

The Park District will determine what constitutes harassment, discrimination or retaliation based on a review of the facts and circumstances of each situation. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the Park District believes appropriate under the circumstances.

False and Frivolous Complaints:

Given the possibilities of serious consequences for an individual accused of sexual harassment, complaints made in bad faith or otherwise false and frivolous charges are considered severe misconduct and may result in disciplinary action, up to and including termination. False and frivolous complaints refer to cases in which an accuser is using a harassment complaint to accomplish some end other than stopping the harassment. The term does not refer to charges made in good faith that cannot be proven.

While we hope to be able to resolve any complaints of harassment within the Park District, we acknowledge your right to contact the Illinois Department of Human Rights (IDHR) at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100 Chicago, Illinois 60601, (312) 814-6200, about filing a formal complaint, and, if it determines that there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor, (312) 814-6269. If the IDHR does not complete its investigation within 365 days, you may file a complaint directly with the HRC between the 365th and the 395th day.

This policy revises and replaces policy revision date 4/18/2019+2/2017

Crystal Lake Park District
Employee Policy Manual

Policy Number: 1.07
Policy Name: Pre-Employment Medical Examination

Date Adopted: 10/20/2005
Last Revision: ~~1/1/2024~~10/2005

~~The Park District requires all full-time employees and some part-time employees, to successfully complete a medical examination and back screen after a conditional offer of employment has been made to an applicant, but prior to the applicant starting employment. This medical examination and back screen are necessary to determine if the employee can perform the essential functions of the job offered to him or her. Successful applicants for employment may be required, as a condition of employment, to take a medical examination to establish their fitness to perform the jobs for which they have applied without endangering the health and safety of themselves or others. If management determines that an examination is appropriate to a particular position, all applicants for the job to whom a conditional offer of employment has been made should be examined.~~ The Park District will also require drug testing for all applicants offered a full-time position as well as some part-time positions with the Park District. All Park Police applicants are also required to take and pass a psychological test in addition to meeting all other requirements of the Illinois Police Training Act 50 ILCS 705/1 E.T. SEQ.

A physician of the Park District's choice and at the Park District expense will perform the examination. Employees must consent to the disclosure of the physician's findings, conclusions, and opinions to the Park District. Your medical records will be maintained in a separate confidential file. Information contained in your medical file will not be released or disclosed without your written consent, by court order, or except to persons with a lawful right or need to know.

Employees may be required to undergo subsequent medical examinations when such examinations are job-related and consistent with business necessity. Such examinations will be conducted under the same procedures and guidelines as outlined above for pre-employment medical examinations.

If an applicant does not pass the pre-employment medical examination and back screen or fails the drug test or psychological test, the conditional offer of employment may be rescinded, ~~in~~at the Park District's sole discretion.

Crystal Lake Park District
Employee Policy Manual

Policy Number: 2.03
Policy Name: Personnel Files
01/01/202404/18/2019

Date Adopted: 10/20/2005
Last Revision:

A personnel file will be established for each employee. All pertinent employment information and forms, including without limitation, employment application, references, evaluations, recommendations, disciplinary actions, and other employment records will be contained in this file. Medical and benefit records will be maintained in a separate file. Information contained in personnel files will not be released or disclosed without the employee's written consent, except to persons with a lawful right or need to know, including without limitation, pursuant to a court order.

Employees may review their personnel file in accordance with applicable law and established Park District procedures. If an employee wishes to review their personnel file, they should contact the Accounting Department or Human Resources to complete the Request to Inspect Personnel File form. Personnel files are to be reviewed in the Accounting Department or Human Resources Office. An employee may request a photocopy or an electronic copy of their personnel file.

Personnel files may not be taken out of the Accounting Department or Human Resources Office. Personnel file access by current employees and former employees upon request will be permitted within 24 hours of the request.

It is to an employee's advantage to see that all of their personnel records are accurate and up-to-date. Employees are responsible for and must promptly advise the Park District of any changes in:

- Name and/or marital status
- Address and/or telephone number
- # of eligible dependents
- W-4 deductions
- Person(s) to contact in case of emergency
- Other personal information that the Park District needs to know to contact the employee or properly administer its benefits programs or general operational concerns
- Immigration status (eligibility for employment in the United States is affected).

EMPLOYEES SHOULD IMMEDIATELY NOTIFY THE ACCOUNTING DEPARTMENT OF ANY CHANGES IN PERTINENT INFORMATION.

This policy revises and replaces policy revision date: 4/18/2019/19/2005

Crystal Lake Park District
Employee Policy Manual

Policy Number: 3.16
Policy Name: Victim's Economic Security and Safety Act (VESSA)
~~01/01/2024+0/2005~~

Date Adopted: 10/20/2005
Last Revision:

The VESSA provides employees with up to 12 workweeks of unpaid leave during a 12-month period who are victims of domestic, gender, sexual violence, or any crime of violence, or whose family or household member is a victim ~~of address the consequences of domestic violence or sexual violence to themselves or their family or household member who is a victim of domestic violence or sexual violence.~~

Basis of Leave

~~Eligible employees are entitled to unpaid leave under VESSA for one or more of the following reasons: The Park District will provide up to twelve (12) weeks of unpaid leave from work on an intermittent or reduced work schedule basis to an employee who is a victim of domestic or sexual violence (or who has a family or household member who is a victim of domestic or sexual violence) if the employee is:~~

- (A) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic, gender, or sexual violence to the employee or the employee's family or household member;
- (B) Obtaining services from a victim services organization for the employee or the employee's family or household member;
- (C) Obtaining psychological or other counseling for the employee or the employee's family or household member;
- (D) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic, gender, or sexual violence or ensure economic security; or
- (E) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic, gender, or sexual violence.
- (F) Attending funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence.
- (G) Making arrangements necessitated by the death of a family or household member who is killed in a crime of violence.
- (H) Grieving the death of a family or household member who is killed in a crime of violence.
- (E)

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"Family or household member" means a spouse, civil union partner, parent, grandparent, child, grandchild, sibling, or any other individual whose close association with the employee is equivalent of a family relationship as determined by the employee, and persons jointly residing in the same household. son, daughter, and persons jointly

~~residing in the same household whose interests are not adverse to the employee as it relates to the domestic or sexual violence.~~

~~“Parent” means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter. “Son or daughter” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of mental or physical disability.~~

Period of Leave

~~Employee~~ Full time and part time employees shall be entitled to a total of 12 workweeks of unpaid leave during a rolling any 12 month period measured forward from the date leave is taken and continuous with each additional leave day taken. An employee may take leave intermittently or on a reduced leave schedule. This policy does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to, the unpaid leave time permitted by the federal Family and Medical Leave Act or the Family Bereavement Leave Act.

Substitution of Time Off Existing Leave

~~An employee may elect to substitute accrued paid vacation, sick, or personal time, or any other applicable paid time off, for any part of VESSA leave. Such substitution will not extend the employee’s total allotment of time off under this policy. The employee may use any available paid or unpaid leave from employment, in substitution for any period of such leave for an equivalent period of leave.~~

Notice

The employee shall provide the Employer with at least forty-eight (48) hours advance notice of the employee’s intention to take the leave, unless such notice is not practicable.

When an unscheduled absence occurs, the Park District will not take any action against the employee if the employee, within a reasonable period of time (generally defined herein as 15 days) provides certification as shown under the next section.

Certification

The Park District may require the employee to provide certification to the Park District that:

- A. The employee or the employee’s family or household member is a victim of domestic, ~~gender, or of~~ sexual violence; and
- B. The leave is for one of the purposes enumerated in the above “Basis” paragraph.

The employee shall provide such certification to the Park District within a reasonable period after the Park District requests certification.

An employee may satisfy the above certification requirement by providing to the Park District a signed and dated document of the employee, and upon obtaining such documents the employee shall provide:

- A. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee’s family or household member has sought assistance in addressing domestic, ~~gender,~~ or sexual violence and the effects of the violence;
- ~~B.~~ ~~C.~~ A police or court record; or
- ~~C.~~ ~~D.~~ A death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency documenting that a victim was killed in a crime of violence; or
- ~~D.~~ Other corroborating evidence.

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Confidentiality

All information provided to the Park District, including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this policy, shall be retained in the strictest confidence by the Park District, except to the extent that disclosure is: 1. Requested or consented to in writing by the employee; or 2. Otherwise required by applicable Federal or State law.

Restoration of Position

In general, an employee who takes leave under this policy shall be entitled on return from such leave;

- (1) To be restored by the Park District to the position the employee held by the employee when the leave commenced; or
- (2) To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

Loss of Benefits

The taking of leave under this policy shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. However, the employee is not entitled to:

- The accrual of any seniority or employment benefits during the period of unpaid leave; or
- Any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

Reporting to the Park District

The Park District may require an employee on leave under this policy to report periodically to the Park District on the status and intention of the employee to return to work.

Maintenance of Health Benefits

Except as provided under "Loss of Benefits," during any period that an employee takes leave under this policy, the Park District shall maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

Failure to Return From Leave

The Park District may recover the premium that the Park District paid for maintaining coverage for the employee and employee's family or household member under such group health plan during any period of leave under this policy if:

- (1) The employee fails to return from leave under this policy after the period of leave to which the employee is entitled has expired; and
- (2) The employee fails to return to work for a reason other than:
 - a. The continuation, recurrence, or onset of domestic or sexual violence that entitles the employee to leave;
 - or
 - b. Other circumstances beyond the control of the employee.

The ~~Park District~~ Park District may require an employee who claims that the employee is unable to return to work because of reason described in (1) or (2) above to provide, within a reasonable period after making the claim, certification to the Park District that the employee is unable to return to work because of that reason.

~~An employee may satisfy the certification requirement of clause by providing to the Park District:~~

- ~~• A sworn statement of the employee;~~
- ~~• Documentation from an employee, agent, or volunteer of the victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing domestic or sexual violence and the effects of that violence;~~
- ~~• A police or court record; or~~
- ~~• Other corroborating evidence.~~

Reasonable Accommodation

The Crystal Lake Park District supports VESSA and will provide reasonable accommodations to qualified individuals who are entitled to protection under this Act in a timely fashion, unless such accommodations would present an undue hardship for the Organization.

Reasonable accommodation applies to applicants and employees and may include adjustment to a job structure, workplace facility, or work requirement, transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure or assistance in documenting domestic, sexual, or gender violence, or any other crime of violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic, sexual, or gender violence, or any other crime of violence.

A qualified individual is an individual who, but for being a victim of domestic, sexual, or gender violence, or any other crime of violence, or with a family or household member who is a victim of domestic, sexual, or gender violence, or any other crime of violence, can perform the essential functions of the employment position that such individual holds or desires.

Should you wish to request a reasonable accommodation pursuant to this policy, you should contact Human Resources.

The Park District will not fail to hire, refuse to hire, discharge, or harass any individual exercising their rights under this policy or otherwise discriminate against any individual exercising their rights under this policy with respect to the compensation, terms, conditions, or privileges of employment of the individual, or retaliate against an individual in any form or manner for exercising their rights under this policy.

Crystal Lake Park District
Employee Policy Manual

Policy Number: 4.07
Policy Name: Bereavement Leave
01/01/2024/04/18/2019

Date Adopted: 10/20/2005
Last Revision:

Bereavement Leave

Full-time ~~Employees~~ ~~I~~ ~~am~~ ~~eligible~~ ~~for~~ ~~may~~ ~~use~~ up to three paid days in the event of a death in the immediate family member. Immediate family consists of spouse, ~~father-in-laws~~, ~~mother-in-law~~, stepparents, children, parents, ~~mother~~, ~~father~~, siblings, sister, brother, and grandparents and grandchildren. Vacation days, sick days or personal days may be used if additional time off is needed. For extended family and friends, sick days, vacation days or personal days may be used. Proof of the death and relationship to the deceased may be required.

Family Bereavement Leave Act~~Child Bereavement Leave Act (adopted 11/2016)~~

In compliance with Illinois State Statute (820 ILCS 154) Eligible employees as defined by ~~the those that are eligible for~~ Family Medical Leave Act (FMLA), are eligible for up to 10 workdays of unpaid leave annually to grieve the death of any family member. A family member is defined as an employee's "child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent." The law defines "domestic partners" broadly to include adults who are in a committed relationship, and they are not limited to legally recognized partnerships. Events covered under the Act include: who have a son, daughter, biological, adopted, or a foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis shall be entitled to use a maximum of 2 weeks (10 work days) of unpaid bereavement leave to:

- ~~Attend~~ the funeral or alternative to a funeral of a family member~~child~~;
- ~~Make~~ arrangements necessitated by the death of a family member~~the child~~; or
- ~~Grieve~~ the death of a family member~~the child~~.
- ~~3-4~~ Absences due to miscarriage, unsuccessful IVF, failed adoption match, failed surrogacy agreement, diagnosis that negatively impacts pregnancy, fertility, or stillbirth

Leave must be completed within 60 days after the date of which the employee receives notice of the death of the family member~~child~~. An employee is entitled to take paid or unpaid leave including sick days, vacation days, personal days and paid time off. Supporting documentation to verify the need for the leave may be requested such as a death certificate, published obituary, and/or documentation from health care provider.

In the event of the death of more than one family member ~~child~~ in a rolling 12-month period, an employee is entitled to up to a total of 6 weeks of bereavement leave during the 12-month period. This act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by Family Medical Leave Act (FMLA).

Child Extended Bereavement Leave Act

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Employees who have lost a child to suicide or homicide are eligible for an additional 6 weeks of unpaid leave. The leave may be taken either continuously or on an intermittent basis of no less than four (4) hours. The leave must be taken within one (1) year of the employee notifying the Crystal Lake Park District of the loss. The Crystal Lake Park District may request reasonable documentation to support the leave.

This policy revises and replaces policy dated 1/2014, 11/2016, ~~04/2019~~

Crystal Lake Park District
Employee Policy Manual

Policy Number: 4.10
Policy Name: Organ Donor/Blood Donor Leave
~~01/01/2024~~10/2005

Date Adopted: 10/20/2005
Last Revision:

It is the policy of the Crystal Lake Park District to comply with the Employee Blood and Organ Donation Leave Act 820 ILCS 149/1 ET SEQ and. Upon request and approval from your Department Head and/or Executive Director, a full-time or part-time employee who has been employed by the District for a period of 6 months or more and who donates blood or an organ may be entitled to ~~organ donor and/or blood donor~~ leave with pay as follows:

- Up to one hour to donate blood every fifty-six (56) days ~~in compliance with the Employee Blood Donation Leave Act. Medical documentation to substantiate the use of leave time for this purpose may be required.~~
- Up to 10 days of paid leave in a rolling 12-month period to donate an organ.

A full-time employee will not be required to use accumulated sick or vacation leave time before being eligible for leave under this subsection. Medical documentation to substantiate the use of leave time for these purposes may be required. ~~Part-time and seasonal employees who donate blood in a Park District sponsored blood drive will be paid for one hour.~~