

CHAPTER 28

PARKS

28-1-1 **DEPARTMENT ESTABLISHED.** There is hereby established an executive department of the City known as the Park Department. It shall be the duty of the Park Superintendent to supervise all employees of the Park Department, and he/she shall have the duties and responsibilities set forth in **Section 1-2-131** of **Division XIV** of **Article II** of **Chapter 1** of the Revised Code of the City. **(Ord. No. 1700; 01-22-19)**

28-1-2 **PARK COMMITTEE.** The City Council standing committee on Parks and Recreation shall exercise a general supervision over the affairs of the municipal parks and pool. It shall ascertain the condition and needs thereof from the Parks and Recreation Board and report the same and make recommendations to the City Council from time to time. **(Ord. No. 1565; 07-15-13)**

28-1-3 **CHESTER PARKS AND RECREATION BOARD.** The Chester Parks and Recreation Board is an Advisory Board to the City Council as follows:

(A) **Purpose.** The purpose of the Chester Parks and Recreation Board is:

- (1) to enhance the quality of community life by assisting the Recreation Director with the planning and execution of City sponsored recreation programs, events and activities for the citizens of Chester and the surrounding area and
- (2) to provide, protect, maintain and preserve area parklands for the enjoyment, education and inspiration of this and future generations.

(B) **Membership.** The Chester Parks and Recreation Board shall consist of **fifteen (15) members**; the members shall be residents from the 62233 zip code; **one (1) member** shall be the Recreation Director; **one (1) member** shall be the Cole Park Superintendent; **one (1) member** shall be the Cohen Park Superintendent, and the remaining members shall be appointed by the Mayor with the consent of the City Council. If a member fails to (1) attend one-half of the meetings during the City's fiscal year and/or (2) fails to participate in the planning and execution of one-half of the City sponsored recreation programs, events and activities, then that member shall be considered to have resigned his/her position on the Chester Parks and Recreation Board, a vacancy shall exist, and the Mayor shall appoint someone to fill said vacancy with the consent of the City Council. **(Ord. No. 1788; 03-06-23)**

(C) **Term of Office.** The members shall serve for a period of **two (2) years** and shall be appointed at the first meeting of the City Council in May. Vacancies shall be filled by appointment for the unexpired term only. All members of the Chester Parks and Recreation Board shall serve without compensation.

(D) **Procedure.** The Recreation Director shall serve as the Chairman, and the board shall elect from their members a Vice-Chairman and a Secretary. The Chester Parks and Recreation Board shall hold regular meetings on the **second (2nd) Tuesday** of each month at the City Hall with the exception of December. Special meetings of the Chester Parks and Recreation Board may be called by the Chairman or the Mayor. The Chester Parks and Recreation Board shall keep a written record of its meetings and proceedings, which shall be

open at all times for and to the inspection of the public. All meetings shall be open to the public, except such meetings as may be closed pursuant to the Open Meetings Act.

(E) **Projects.** Projects chosen by the Chester Parks and Recreation Board must be approved by the City Council.
(Ord. No. 1708; 04-15-19)

28-1-4 OFFICERS. The Chairman shall preside at all meetings of the Board. In the absence of the Chairman, the Vice-Chairman shall be the presiding officer. It shall be the duty of the Secretary to keep a record of the proceedings of the Board and to forward copies to the City Council. It shall be the duty of the City Clerk to account for all monies to be charged for the use of any of the privileges of the Parks. The Board, with the approval of the City Council shall make its own rules governing meetings of its members, but the Board shall comply with the requirements of the Open Meetings Act. **(Ord. No. 1708; 04-15-19)**

28-1-5 CLOSING TIME FOR PARKS. The closing time for the Chester Riverfront, Smith Landing, Cohen Recreation Complex (including Breezy Hill), and Cole Memorial Park (except permitted camping) shall be **Sundays through Thursdays between eleven o'clock (11:00) P.M. through six o'clock (6:00) A.M.** and on **Saturdays and Sundays between 12:01 A.M. and 6:00 A.M.** The closing time for the Chester Memorial Park, Chester Square Gazebo Park, Chester City Steps, Harnagel Park, and Segar Memorial Park shall be **9:00 P.M. to 6:00 A.M. daily.**

Any person violating **Section 28-1-5** shall, upon conviction therefor, be fined not less than **Ten Dollars (\$10.00)** nor more than **Five Hundred Dollars (\$500.00)** for each offense. **(Ord. No. 1708; 04-15-19)**

28-1-6 SUPERVISION OVER PARKS. The City Council of the City of Chester shall have the ultimate supervision and control of all public parks and any lands or lots heretofore or hereinafter acquired, devised or bequeathed to the City or Park for recreational purposes, and shall further have control, superintendence and charge of all lands owned by the City which are contiguous to the Mississippi River and the Chester Welcome Center.

The Park Board shall be an advisory Board to the City Council and as such, except as to the Chester Welcome Center, shall make recommendations to the City Council regarding: the use of any improvements to the parks and facilities; any fees charged for the use of the parks and any facilities within the parks; hours of operation; and propose to the City Council rules and regulations governing the use of the parks.

The Chester Welcome Center Committee shall act in an advisory capacity to the City Council regarding the Chester Welcome Center and as such shall make recommendations to the City Council regarding: the use of any improvements to the facility; hours of operation; and any rules and regulations governing the facility.
(Ord. No. 1700; 01-22-19)

28-1-7 LIQUOR IN PARK. It shall be unlawful for any person to sell or offer for sale any intoxicating liquor of any kind within the limits of the Parks unless the consent of the Corporate Authorities has been granted. **(Ord. No. 1798; 06-19-23)**

28-1-8 **DISORDERLY CONDUCT.** It shall be unlawful for any person within the limits of the Parks to engage in any disorderly or boisterous or unseemly conduct; or to make use of any profane, obscene or indecent language.

28-1-9 **SANCTUARY FOR ANIMALS.** The Cole Memorial Park and any and all other land of the City of Chester which heretofore and may hereafter have been so designated by the Mayor and City Council to be used for park or recreational purposes shall be sanctuaries for animals of all kind. It shall be unlawful for any person to shoot at any animal, with any kind of gun or bow and arrow, or to set any trap for the purpose of ensnaring any animal or to disturb the nest of any bird, within the limits of the Parks. The Park Superintendent shall have the discretionary power to remove any nuisance (pest) animals. **(Ord. No. 1565; 07-15-13)**

28-1-10 **SPEED LIMITS.** No person shall drive any motor vehicle or motor bicycle upon any driveways or thoroughfares within the Parks owned and managed by the City, at a rate of speed greater than **fifteen (15) miles per hour.**

28-1-11 **RECEIPTS AND EXPENSES.** The City Clerk shall account for all fees and monies associated with park facilities, and the same shall be regularly deposited into the City's General Fund. The "Park Department" shall be a separate department within the General Fund of the City, and monies shall be disbursed and paid out upon orders authorized by the City Council. The Park Board shall specifically not have the authority to incur debt, spend money, enter into contracts or supervise employees. **(Ord. No. 1565; 07-15-13)**

28-1-12 **RESERVATION OF POWER.** The Mayor and the City Council do hereby reserve unto itself the power to designate other lands which the City may hereinafter acquire for park and recreational purposes. **(Ord. No. 1565; 07-15-13)**

28-1-13 **LIST OF PARKS.** The Parks of the City of Chester are as follows:

- Chester Memorial Park
- Chester Riverfront
- Chester Square Gazebo Park
- Chester City Steps
- Cohen Recreation Complex (including Breezy Hill)
- Cole Memorial park
- Harnagel Park
- Segar Memorial Park
- Smith Landing

(Ord. No. 1708; 04-15-19)

APPENDIX "A"

LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2004, between the CITY OF CHESTER, ILLINOIS, a Municipal Corporation, of the County of Randolph, State of Illinois, hereinafter referred to as "Lessor" and WILLIAM AND ELLEN COHEN MEMORIAL PARK, an Illinois Not-for-Profit Corporation, hereinafter referred to as "Lessee".

THE PARTIES RECITE AND DECLARE THAT:

1. The Lessor is the owner of real property formerly the residence of Gordon "Bud" Cohen and his parents, William and Ellen Cohen, purchased from the Randolph County Historical Society, an Illinois Not-for-Profit Corporation.

2. The Lessee is an Illinois Not-for-Profit Corporation which is organized for the purpose of promoting, organizing and fostering civic, social, recreational and/or historical purposes or activities, and was organized for the specific purpose to direct these activities with respect to the development of recreational and park type activities upon real estate which was the former residence of Gordon "Bud" Cohen and prior to that the residence of his parents, William and Ellen Cohen.

3. The parties desire to establish an agreement to insure the proper maintenance, management, repair, upkeep and recreational and park type development usages of the Cohen property acquired by the City of Chester, Illinois. The City of Chester declares that it would be in its best interest to allow and permit a community spirited and minded organization such as the Lessee herein to maintain, manage and improve the real estate and improvements located on the real estate to be leased herein.

SECTION ONE - Legal Description of Real Estate

The real estate herein leased to the Lessee is described as follows:

Lots 1, 2, 3, 8, 9 and 10 in Block 32, Meyer and Opdyke's Addition
to the City of Chester, Randolph County, Illinois.

Address of Property: 523 West Harrison Street
Chester, IL 62233

SECTION TWO - Term

The term of this Lease shall be for **twenty (20) years**, commencing on November 20, 2004, and ending on November 20, 2024.

SECTION THREE - Consideration

The Lessor shall lease to the Lessee the real estate and improvements located thereon in consideration of Lessee's agreement to maintain, manage, restore, rehabilitate and/or repair the real estate and improvements leased herein and to utilize and develop said premises as a recreational/park type facility. At all times the premises must be utilized and developed as a public recreational/park type facility subject to the general supervisory role of the Lessor herein. The Lessee may in its own discretion determine the general overall plan and procedure for the implementation of any plans for the recreational and park type utilization and development of the premises.

In consideration of the Lessee's undertaking of the aforesaid management, maintenance and development of the leased improvements, the Lessor also agrees to pay to the Lessee the sum of \$10,000.00 annually during each and every year of this Lease, which shall be used for renovation, decorations, maintenance and upkeep of the building and grounds and operation costs. Any surplus money received from Lessor existing at the termination of this Lease shall be returned to the City of Chester, Illinois. The times and method of payment of the \$10,000.00 per year shall be made and determined in the sole and exclusive direction of the Mayor and City Council of the City of Chester, Illinois.

The Lessee agrees that it will furnish the Lessor an accounting of the use and/or expenditures of the \$10,000.00 paid it annually by the Lessor. This accounting will be furnished annually; however, it shall be furnished at any time upon request of the Lessor.

SECTION FOUR - Improvements

The Lessee shall not construct or erect any new buildings or any other type of permanent improvements on the premises without the prior express consent of the Mayor and the City Council of the City of Chester, Illinois. Any such requests for approval shall be accompanied by plans and specifications to be submitted to the Lessor for Lessor's written approval or any revisions required by the Lessor.

The Lessee shall have the right to make such alterations, improvements and changes to any building which is now on the premises or may hereafter from time to time be on the premises. The Lessee shall have the right to replace any buildings now located on the premises with a new one of at least equal value, provided that prior to making any structural alterations, improvements or changes or to replacing any such building, the Lessee shall obtain the Lessor's written approval of plans and specifications thereof.

Any new building or permanent improvement or any other type of permanent improvement constructed by the Lessee on the premises and/or alterations, improvements, changes or additions made in or to such premises shall be the property of the Lessor, and the Lessee shall have only a leasehold interest therein.

SECTION FIVE - Repairs and Destruction of Improvements

The Lessee shall throughout the term of this Lease, at its own cost and without any expense to the Lessor, keep and maintain the premises, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, including sidewalks adjacent thereto, in good, sanitary and neat order, condition and repair,

and, except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty or any other cause whatsoever. The Lessor shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the demised premises or any buildings or improvements thereon. The Lessee shall also comply with and abide by all federal, state, county, municipal or other governmental statutes, ordinances, laws and regulations affecting the demised premises, the improvements thereon or any activity or condition on or in such premises.

The Lessee represents that it has inspected the premises and agrees and understands that it accepts the lands, buildings or other improvements located thereon "AS IS". It is agreed and understood that there are no warranties either express or implied with respect to the general condition of the premises. It is agreed and understood that the Lessee assumes full responsibility for the condition of the premises whether or not any condition may be actually or apparently dangerous, or known or unknown by the Lessor or the Lessee.

SECTION SIX - Utilities

The Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the premises and all activities conducted thereon, and the Lessor shall have no responsibility of any kind for any thereof.

SECTION SEVEN - Lessee's Liability Insurance

The Lessee shall maintain in effect throughout the term of this Lease general comprehensive personal injury liability insurance covering the premises herein providing coverage to the Lessee with a type of policy which the Lessee in its own discretion may choose, provided however, that the Lessee shall be afforded at least a minimum of \$1,000,000.00 for injury to or death of any one person, and \$1,000,000.00 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of at least \$200,000.00. Such insurance shall specifically insure the Lessee against all liability assumed by it hereunder as well as liability imposed by law, and said insurance shall name the Lessor as additional insured.

SECTION EIGHT - Personal Property

It is agreed and understood that any items of personal property located on the premises herein leased or which may hereafter be received by the City of Chester shall be and remain the sole and absolute property of the City of Chester, Lessor herein. It is the intention and agreement of the parties hereto that individuals and/or organizations may donate or give property to the City of Chester, Illinois, to be utilized in connection with the premises leased herein, and such property shall be the sole and separate property of the City of Chester, Illinois, and no items of personal property, furnishings or fixtures shall be construed by anyone to be the property of the Lessee. In the event that the Lessee for some reason should acquire any personal property of its own which is used or placed upon the premises which might be used in

connection with the management or maintenance of the premises, then the Lessee and the Lessee's agents, employees, representatives, visitors or occupants shall be solely responsible for same in the event same should be lost, stolen or misplaced, and the City assumes no liability whatsoever for their safekeeping, storage or usage.

SECTION NINE - Right of Entry

The Lessor shall have the right to enter the premises at any reasonable hour for the purpose of inspection, and for purposes of making any reasonable or necessary emergency repair or maintenance type of work.

SECTION TEN - Assignment and Sublease

Any consenting of a subletting or assignment by the Lessor shall not release or relieve the Lessee from any of its obligations under this Lease whatsoever. It is agreed and understood that the Lessee may not sublet or assign any of its right or interest in this Lease whatsoever without the prior written approval of the Lessor.

SECTION ELEVEN - Destruction of Premises

If the leased premises are damaged or destroyed in whole or substantially destroyed by fire, windstorm or other casualty, then the Lessor shall have the right to determine whether or not the Lease shall then terminate or continue. The Lessor is currently a member of the Illinois Municipal Risk Management Association, a self-insured association consisting of various municipalities throughout the State of Illinois. In the event that the Lessor should receive payments from said association for such loss, then the Lessor shall determine the extent to which the proceeds of any such payments shall be used in order to make repairs or modifications. However, it is agreed and understood that in the event the premises are completely or substantially destroyed, the Lessor may elect to retain the insurance proceeds and terminate this Lease.

The Lessee also agrees and understands that with respect to any of its own items of personal property that may be destroyed or damaged, that the Lessee itself is responsible for such losses and for procuring its own insurance to cover any such type of loss.

SECTION TWELVE - Default

The Lessee shall be in default under the Lease if it: (1) abandons or vacates the premises prior to the expiration of the term without consent of the Lessor; (2) fails to perform and abide by the terms and conditions of this Lease; (3) files voluntary bankruptcy proceedings or involuntary proceedings instituted against it; (4) files for voluntary dissolution as a Not-for-Profit Corporation, or is dissolved involuntarily by the State of Illinois; (5) allows any materialman, mechanics or artisan liens to be placed upon the premises; (6) fails to keep and maintain the premises in reasonably good state of maintenance and repair taking into consideration the amount of financial assistance that has been extended to the Lessee by the

Lessor herein and resources available to the Lessee; (7) fails to keep and utilize the premises as a public facility for park and recreational facilities; (8) causes or permits the premises leased herein to be used for any type of purposes other than general park or general recreational type purposes.

In the event of any default, or breach of any provision of this Lease Agreement by the Lessee, the Lessor may declare this Lease terminated and **ten (10) days** after service of written notice by the Lessor terminating the Lease because of such default, the Lessor may reenter the premises and take possession of the premises.

LESSOR: CITY OF CHESTER, ILLINOIS
A Municipal Corporation

BY: _____
Joe L. Eggemeyer, Mayor

ATTEST:

Nancy J. Eggemeyer, City Clerk

LESSEE: WILLIAM AND ELLEN COHEN
MEMORIAL PARK, a Not-for-Profit Corporation

BY: _____
Bertha Mae Blechle, President

ATTEST:

Eileen Gordon, Secretary