

PUBLIC HEARING FOLLOWED BY A SPECIAL BOARD MEETING

BRESNAN MEETING CENTER

706 Kenwood Road, Champaign, Illinois Wednesday, July 27, 2016 5:30 p.m.

PUBLIC HEARING

A. ORDINANCE NO. 609, THE BUDGET AND APPROPRIATION ORDINANCE

The Public Hearing is to discuss and receive public comments on the Budget and Appropriation Ordinance for FY16-17. A Notice of Public Hearing was published in *The News-Gazette* on July 18, 2016.

- **B. PUBLIC COMMENTS**
- C. CLOSE THE PUBLIC HEARING

SPECIAL BOARD MEETING

- A. CALL TO ORDER
- **B. COMMENTS FROM THE PUBLIC**
- C. NEW BUSINESS
 - Approval of Ordinance No. 609: Budget and Appropriation Ordinance
 Staff recommends adoption of Ordinance No. 609, the Budget and Appropriation Ordinance for FY 16-17 in the amount of \$17,167,520.00. (ROLL CALL VOTE REQUIRED)
 - 2. <u>Approval of the FY16-17 Annual Budget</u> Staff recommends approval of the FY16-17 Annual Budget.
 - 3. Approval of an Addendum to the Agreement for Independent Contractor Services at the Virginia
 Theatre

Staff recommends approval of an Addendum to the Independent Contract Services at the Virginia Theatre between the Park District and Michael Frederick to extend the contract from July 31, 2016 to September 30, 2016.

4. Approval of an Extension of the Internet Ticketing Services Agreement with SeatAdvisor, Inc. Staff is requesting approval to enter into an Internet Ticketing Services Agreement with SeatAdvisor, Inc. to provide ticketing for the Virginia Theatre and other Park District events for a three-year period and authorization for the Executive Director to execute the agreement subject to further legal review.

D. DISCUSSION ITEMS

- 1. Policies
 - a. Acknowledgement of Gifts and Donations Policy
 - b. Distribution of Board Policy Manual
 - c. Distribution of Employment Policies and Procedures Manual

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- d. District Wide Comprehensive/Strategic Plan Policy
- e. Employment of Certified/Professionally Trained Staff
- f. Intergovernmental Cooperation Policy
- g. Media Policy
- h. Meeting Agenda Format Policy
- i. Overtime and Compensatory Time Policy
- j. Payment of Employee Wages Policy
- k. Program Evaluations Policy

E. COMMENTS FROM COMMISSIONERS

D. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Par. 120/2(c)(2) collective negotiating matters involving the public body; (c)(5) for the purchase or lease of real property for the use of the public body; and (c)(6) for the setting of a price for sale or lease of property owned by the public body.

- E. RECONVENE INTO OPEN SESSION
- F. ACTION ITEMS FROM EXECUTIVE SESSION, IF ANY
- G. ADJOURN

ORDINANCE #609

BUDGET AND APPROPRIATION ORDINANCE For Fiscal Year 2016-2017

AN ORDINANCE ADOPTING THE COMBINED ANNUAL BUDGET AND APPROPRIATION OF FUNDS FOR THE CHAMPAIGN PARK DISTRICT CHAMPAIGN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE FIRST (1st) DAY OF MAY 2016, AND ENDING ON THE THIRTIETH DAY (30TH) OF APRIL 2017

BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS:

SECTION 1. It is hereby found and determined:

- (a) This Board has heretofore caused to be prepared a combined Annual Budget and Appropriation in tentative form, which Ordinance will be conveniently available for public inspection for at least 30 days prior to final action thereon; and
- (b) A public hearing will be held at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, on the 27th day of July 2016 on said Ordinance, notice of said hearing having been given by publication in the Champaign News Gazette, being a newspaper published within the District, at least one week prior to such hearing; and
- (c) That all other legal requirements for the adoption of the Annual Budget and Appropriation of this Park District for the fiscal year beginning May 1, 2016 and ending April 30, 2017 have heretofore been performed.

SECTION 2. The following sums of money, or so much thereof as may be authorized by law for the following objects and purposes, be and the same are hereby budgeted and appropriated for the fiscal year beginning the first (1st) day of May 2016 and ending the thirtieth (30th) day of April 2017.

Each of said sums of money and the aggregate thereof are deemed necessary by this Board to defray the necessary expenses and liabilities of this District during the fiscal year beginning May 1, 2016 and ending April 30, 2017 for the respective purposes set forth.

All unexpended balances of the appropriations for the fiscal year ended April 30, 2016 and prior years are hereby specifically re-appropriated for the same general purposes for which they were originally made and may be expended in making up any insufficiency of any other items provided in this appropriation ordinance, in making this appropriation in accordance with applicable law.

The receipts and revenues of said District derived from sources other than taxation and not specifically appropriated, shall constitute the general corporate fund and shall first be placed to credit of such fund.

SECTION 3. The following determinations have been made and are hereby made a part of the aforesaid budget:

- (a) An estimate of the cash on hand at the beginning of the fiscal year is expected to be \$19,731,950.
- (b) An estimate of the cash expected to be received during the fiscal from all sources is \$17,295,070.
- (c) An estimate of the expenditures and transfers contemplated for the fiscal year is \$17,167,510.
- (d) An estimate of the cash expected to be on hand at the end of the fiscal year is \$19,859,510.

(e) An estimate of the amount of taxes to be received during the fiscal year is \$11,550,360.

SECTION 4. The receipts and revenues of the Champaign Park District derived from sources other than taxation and not specifically appropriated, and all unexpended balances from the preceding fiscal year not required for the purposes for which they were appropriated and levied, shall constitute the General Corporate Fund and shall first be placed to credit of such fund.

SECTION 5. All ordinances or parts of ordinances conflicting with any of the provisions of this ordinance be, and the same are hereby, repealed to the extent of such conflict. If any item or portion thereof of this budget and appropriation ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of such items or the remaining portion of this ordinance.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage.

PASSED this 27 th day of July, 2016.	
AYES:	
NAYS:	
ABSENT:	
ABSTAIN:	
[SEAL]	CHAMPAIGN PARK DIST By Timothy P. McMahon, Board President
ATTEST:	
Cindy Harvey, Board Secretary STATE OF ILLINOIS)S.S.	
COUNTY OF CHAMPAIGN)	
District in the county and state aforesaid, and as suc Board of Commissioners of the Park District. I do for complete copy of the "Combined Annual Budget an Champaign County, Illinois for the Fiscal Year beginning."	y qualified and acting Secretary of the Champaign Park th Secretary, I am the keeper of the records and files of the urther certify that the attached and foregoing is a true and ad Appropriation Ordinance of the Champaign Park District, inning May 1, 2016 and ending April 30, 2017 as adopted by invened meeting to be held on the 27th of July 2016, as appears strict in my care and custody.
	Cindy Harvey, Board Secretary

,	2016-17
FINAL	BUDGET

		2016-17		
ACCOUNT	DESCRIPTION	FINAL BUDGET	APPROPRIATIONS	TOTAL
Fund 01 - GENERAL				
SALARIES AND WAG	=9			
		120 110	400 700	
70001	EXECUTIVE DIRECTOR	129,410	129,700	
70101	DEPARTMENT HEAD	370,200	370,900	
70301	OFFICE STAFF/SUPPORT	297,970	298,600	
70501	MANAGERS/SUPERVISORS	351,900	352,600	
70601	OPERATIONS STAFF	800,540	802,100	
70602		820	800	
	OPERATIONS STAFF OT			
70901	BUILDING SERVICE WORKER	29,250	29,300	
71001	PROGRAM/FACILITY DIR.	43,750	43,800	
80303	PT OFFICE STAFF/SUPPORT	78,590	78,700	
80903	PT BUILDING SERVICE WORKER	300	300	
82703	PT SEASONAL STAFF	463,670	510,000	
82704	PT SEASONAL	1,200	1,300	
SALARIES AND WAC	BES	2,567,600	2,618,100	
FRINGE BENEFITS				
53132	DENTAL INSURANCE	14,420	15,900	
53133	MEDICAL HEALTH INSURANCE	300,880	331,000	
53134	LIFE INSURANCE	5,920	6,500	
53137	EMPLOYEE ASSISTANCE PROGRAM	1,500	1,700	
83003	ALLOWANCES/REIMBURSEMENTS	62,840	69,100	
FRINGE BENEFITS		385,560	424,200	
		223,000	,	
CONTRACTUAL				
CONTRACTUAL	DOOTA OF AND MAIL ING	5 000	5 000	
54201	POSTAGE AND MAILING	5,360	5,900	
54202	PRINTING AND DUPLICATING	10,450	11,500	
54204	STAFF MEETINGS	3,570	3,900	
54205	LEGAL PUBLICATIONS/NOTICES	13,720	15,100	
54206	ADVERTISING/PUBLICITY	22,700	25,000	
		17,120		
54207	STAFF TRAINING		18,800	
54208	MEMBERSHIPS, DUES AND FEES	15,800	17,400	
54209	CONFERENCE AND TRAVEL	26,150	28,800	
54210	BOARD EXPENSE	15,000	16,500	
54212	ATTORNEY FEES	98,000	107,800	
54214	ARCHITECT AND ENGINEERING FEES	125,000	137,500	
54215	PROFESSIONAL FEES	137,650	151,400	
		·		
54234	LANDFILL FEES	30,100	33,100	
54236	AUTO ALLOWANCE	500	600	
54240	OFFICE EQUIPMENT REPAIRS	1,000	1,100	
54241	VEHICLE REPAIR	14,400	15,800	
54242	EQUIPMENT REPAIR	8,050	8,900	
54245	BUILDING REPAIR		18,200	
		16,500	·	
54250	EQUIPMENT RENTAL	14,250	15,700	
54253	PEST CONTROL	1,520	1,700	
54254	SERVICE CONTRACTS	41,840	46,000	
54255	LICENSE AND FEES	21,840	24,000	
54260	SERVICE CONTRACTS - FACILITIES	7,000	7,700	
54261	SERVICE CONTRACTS	46,850	51,500	
54263	CONTRACTUAL MOWING	126,000	138,600	
54264	CELL PHONE EXPENSE	5,600	6,200	
54265	SUBSCRIPTIONS	1,260	1,400	
54270	PERSONNEL COSTS	22,620	24,900	
54275	HEALTH AND WELLNESS	6,650	7,300	
54280	OTHER CONTRACTUAL SERVICES	47,750	52,500	
54281	CONTRACTUAL PERSONNEL	200	200	
54282	INTERN STIPEND	4,700	5,200	

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ACCOUNT	DESCRIPTION	FINAL BUDGET	APPROPRIATIONS	TOTAL
54285	CONTRACTUAL ENTERTAINMENT	500	600	
54291	PARK AND RECREATION EXCELLENCE	10,500	11,600	
59412	PROPERTY/SALES TAX	500	600	
59414	CREDIT CARD FEES	1,500	1,700	
CONTRACTUAL		922,150	1,014,700	
00111101010112		022,100	1,011,700	
COMMODITIES/SUPP	<u>LIES</u>			
55301	OFFICE SUPPLIES	16,670	18,300	
55302	ENVELOPES AND STATIONARY	1,750	1,900	
55303	DUPLICATING SUPPLIES	3,500	3,900	
55304	CHECKS AND BANK SUPPLIES	2,000	2,200	
55305	PHOTOGRAPHIC SUPPLIES	1,110	1,200	
55307	BOOKS AND MANUSCRIPTS	1,410	1,600	
55308	FIRST AID/MEDICAL SUPPLIES	5,000	5,500	
55309	SAFETY SUPPLIES	6,900	7,600	
55315	STAFF UNIFORMS	28,350	31,200	
55316	PARTICIPANT UNIFORMS	3,000	3,300	
55320	BUILDING MAINTENANCE SUPPLIES	32,650	35,900	
55321	LANDSCAPE SUPPLIES	40,300	44,300	
55322	CLEANING /JANITORIAL SUPPLIES	6,600	7,300	
55323	PLAYGROUND MAINTENANCE SUPPLIE	10,000	11,000	
55324	PRESCRIBED BURN SUPPLIES	1,500	1,700	
55325	EQUIPMENT AND TOOLS	24,000	26,400	
55326	SHOP EQUIPMENT AND SUPPLIES	8,000	8,800	
55327	VEHICLE/EQUIPMENT REPAIR PARTS	48,900	53,800	
55328	AMENITY MAINTENANCE SUPPLIES	10,000	11,000	
55329	OFFICE/ EQUIPMENT VALUE <\$10000	42,000	46,200	
55330	GAS,FUEL,GREASE AND OIL	80,500	88,600	
55331	CHEMICALS	29,600	32,600	
55332	PAINTS	2,000	2,200	
55333	PLANT MATERIALS	130,920	144,000	
55348	FLOWERS AND CARDS	500	600	
55349	PLAQUES, AWARDS AND PRIZES	8,000	8,800	
55350	RECREATION/PROGRAM SUPPLIES	4,760	5,200	
55352	FISH RESTOCKING	3,040	3,300	
55354	FOOD SUPPLIES	2,100	2,300	
COMMODITIES/SUP	PLIES	555,060	610,700	
LITHITIES				
<u>UTILITIES</u>	CANITADY FEEC AND CHARGE	22.700	22.000	
56230	SANITARY FEES AND CHARGES	22,700	23,800	
56231	GAS AND ELECTRICITY	46,000	48,300	
56232	WATER	62,100	65,200	
56233	TELECOMM EXPENSE	23,790	25,000	
UTILITIES		154,590	162,300	
DOLITINE/DEDIODIC	MAINTENIANICE			
ROUTINE/PERIODIC I		05.000	404.500	
58001	PERIODIC MAINTENANCE	95,000	104,500	
58002	ROUTINE MAINTENANCE	130,000	143,000	
ROUTINE/PERIODIC	MAINTENANCE	225,000	247,500	
CAPITAL OUTLAY				
	DADK CONSTRUCTION/MARRON/EMENT	10.000	11 000	
61508	PARK CONSTRUCTION/IMPROVEMENT	10,000	11,000	
CAPITAL OUTLAY		10,000	11,000	
TRANSFERS TO OTH	IER FUNDS			
59409	TRANSFERS TO OTHER FUNDS	100,000	100,000	
TRANSFERS TO OT		100,000	100,000 \$	5,188,500
.10.0401 E100 10 011		100,000	100,000 •	3,133,000
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MAY 1, 2016 THROUGH APRIL 30, 2017				
		2016-17		
ACCOUNT	DESCRIPTION	FINAL BUDGET	APPROPRIATIONS	TOTAL
Fund 02 - RECREATIO				
SALARIES AND WAGE				
70101	DEPARTMENT HEAD	41,000	41,300	
70301	OFFICE STAFF/SUPPORT	58,220	58,700	
70501	MANAGERS/SUPERVISORS	99,510	100,300	
70601	OPERATIONS STAFF	36,700	37,000	
70901	CUSTODIAL	40,360	40,700	
71001	PROGRAM/FACILITY DIR.	364,510	367,400	
80303	PT OFFICE STAFF/SUPPORT	155,370	156,100	
80903	PT BUILDING SERVICE WORKER	31,500	34,700	
81003	PT PROGRAM DIRECTOR\SUPERVISOF	83,800	92,200	
81103	PT SPORTS OFFICAIL	64,740	71,200	
81303	PT ASSISTANT DIRECT SUPRVISOR	95,780	105,400	
81403	PT INSTRUCTOR	169,930	186,900	
81503	PT GENERAL STAFF	102,740	113,000	
81703	PT DAY CAMP STAFF/LIFE GUARD	395,470	435,000	
81803	PT SITE SUPERVISORS	38,890	42,800	
81903	PT BUILDING/PARK OPENERS	2,640	2,900	
82703	PT SEASONAL STAFF	51,180	56,300	
SALARIES AND WAG	GES	1,832,340	1,941,900	
FRINGE BENEFITS				
53132	DENTAL INSURANCE	5,680	6,200	
53133	MEDICAL HEALTH INSURANCE	121,080	133,200	
53134	LIFE INSURANCE	2,230	2,500	
53137	EMPLOYEE ASSISTANCE PROGRAM	620	700	
83003	ALLOWANCES/REIMBURSEMENTS	22,030	24,200	
FRINGE BENEFITS		151,640	166,800	
CONTRACTION				
CONTRACTUAL	DOCTAGE AND MAILING	04.000	04.000	
54201	POSTAGE AND MAILING	21,960	24,200	
54202	PRINTING AND DUPLICATING	30,340	33,400	
54204	STAFF MEETINGS	2,250	2,500	
54205	LEGAL PUBLICATIONS/NOTICES	300	300	
54206	ADVERTISING/PUBLICITY	10,530	11,600	
54207	STAFF TRAINING	16,580	18,200	
54208	MEMBERSHIPS, DUES AND FEES	3,720	4,100	
54209	CONFERENCE AND TRAVEL	7,500	8,300	
54215	PROFESSIONAL FEES	7,500	8,300	
54234	LANDFILL FEES	4,320	4,800	
54236	AUTO ALLOWANCE	1,300	1,400	
54240	OFFICE EQUIPMENT REPAIRS	350	400	
54241	VEHICLE REPAIR	1,000	1,100	
54242	EQUIPMENT REPAIR	14,170	15,600	
54245	BUILDING REPAIR	32,650	35,900	
54250	EQUIPMENT RENTAL	10,880	12,000	
54251	RENTAL FACILITIES	8,270	9,100	
54253	PEST CONTROL	3,750	4,100	
54254	SERVICE CONTRACTS	14,590	16,000	
54255	LICENSE AND FEES	1,550	1,700	
54260	SERVICE CONTRACTS-FACILITIES	63,030	69,300	
54261	SERVICE CONTRACTS-GROUNDS	10,000	11,000	
54264	CELL PHONE EXPENSE	850	900	
54265	SUBSCRIPTIONS	1,160	1,300	

11,530

19,150

OTHER CONTRACTUAL SERVICES

CONTRACTUAL PERSONNEL

54280

54281

12,700

21,100

2016-17
BUDGET
3 600

ACCOUNT	DESCRIPTION	FINAL BUDGET	APPROPRIATIONS	TOTAL
54282	INTERN STIPEND	3,600	4,000	
54285	CONTRACTUAL ENTERTAINMENT	2,900	3,200	
54299	FIELD/SPECIAL TRIPS	73,840	81,200	
59412	PROPERTY/SALES TAX	11,160	12,300	
59414	CREDIT CARD FEES	32,500	35,800	
CONTRACTUAL		423,230	465,800	
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COMMODITIES/SUP		4 220	1 600	
55301	OFFICE SUPPLIES	4,220	4,600	
55302	ENVELOPES AND STATIONARY	200	200	
55303	DUPLICATING SUPPLIES PHOTOGRAPHIC SUPPLIES	2,370	2,600 200	
55305 55307		200		
55307	BOOKS AND MANUSCRIPTS	2,030	2,200	
55308 55345	FIRST AID/MEDICAL SUPPLIES	2,710	3,000	
55315	STAFF UNIFORMS	14,970	16,500	
55316	PARTICIPANT UNIFORMS	30,730	33,800	
55320	BUILDING MAINTENANCE SUPPLIES	52,400	57,600	
55321	LANDSCAPE SUPPLIES	13,500	14,900	
55322	CLEANING /JANITORIAL SUPPLIES	15,170	16,700	
55325	EQUIPMENT AND TOOLS	5,320	5,900	
55327	VEHICLE/EQUIPMENT REPAIR PARTS	5,300	5,800	
55329	OFFICE/ EQUIPMENT VALUE <\$10000	7,000	7,700	
55330	GAS,FUEL,GREASE AND OIL	8,700	9,600	
55331	CHEMICALS	39,000	42,900	
55332	PAINTS	10,600	11,700	
55333	PLANT MATERIALS	4,000	4,400	
55348	FLOWERS AND GIFTS	130	100	
55349	PLAQUES, AWARDS AND PRIZES	16,070	17,700	
55350	RECREATION/PROGRAM SUPPLIES	71,980	79,200	
55354	FOOD SUPPLIES	25,330	27,900	
55360	MERCHANDISE FOR RESALE	49,080	54,000	
COMMODITIES/SUI	PPLIES	381,010	419,200	
UTILITIES				
56230	SANITARY FEES AND CHARGES	12,090	13,300	
56231	GAS AND ELECTRICITY	240,000	264,000	
56232	WATER	87,840	96,600	
56233	TELECOMM EXPENSE	33,680	37,000	
UTILITIES	_	373,610	410,900	
		2.2,2.2	,	
ROUTINE/PERIODIC	_	40.000	44.000	
58002	ROUTINE MAINTENANCE	10,000	11,000	
ROUTINE/PERIODI	C MAINTENANCE	10,000	11,000	
CAPITAL OUTLAY				
61504	VEHICLES / EQUIPMENT	10,000	11,000	
CAPITAL OUTLAY		10,000	11,000 \$	3,426,600
		•	,	, ,
Fund 03 - MUSEUM				
SALARIES AND WA	<u>GES</u>			
70101	DEPARTMENT HEAD	102,340	103,200	
70301	OFFICE STAFF/SUPPORT	52,640	53,100	
70501	MANAGERS/SUPERVISORS	96,470	97,200	
70901	CUSTODIAL	35,440	35,700	
70902	CUSTODIAL OT	70	100	
71001	PROGRAM/FACILITY DIR.	142,630	143,800	
		2,000	5,555	

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		2016-17		
ACCOUNT	DESCRIPTION	FINAL BUDGET	APPROPRIATIONS	TOTAL
80303	PT OFFICE STAFF/SUPPORT	61,600	64,700	
80903	PT BUILDING SERVICE WORKER	9,500	10,000	
81003	PT PROGRAM DIRECTOR/SUPERVISOF	36,140	39,800	
81303	PT ASSISTANT DIRECT SUPRVISOR	18,650	20,500	
81403	PT INSTRUCTOR	49,430	54,400	
81503	PT GENERAL STAFF	47,650	52,400	
81703	PT DAY CAMP STAFF/LIFE GUARD	49,000	53,900	
82503	PT VT HOUSE STAFF	22,800	25,100	
82603	PT VT RENATL STAFF	40,200	44,200	
82604	PT VT RENTAL STAFF OT	13,500	14,900	
SALARIES AND WAC	jE8	778,060	813,000	
FRINGE BENEFITS				
53132	DENTAL INSURANCE	2,440	2,700	
53133	MEDICAL HEALTH INSURANCE	85,150	93,700	
53134	LIFE INSURANCE	1,160	1,300	
83003	ALLOWANCES/REIMBURSEMENTS	11,360	12,500	
FRINGE BENEFITS	ALLOWANOLO/INLIMBOROLIMENTO	100,110	110,200	
FRINGE BENEFITS		100,110	110,200	
CONTRACTION				
CONTRACTUAL	DOOTAGE AND MAILING	47.400	40.000	
54201	POSTAGE AND MAILING	17,120	18,800	
54202	PRINTING AND DUPLICATING	38,840	42,700	
54204	STAFF MEETING	910	1,000	
54205	LEGAL PUBLICATIONS/NOTICES	250	300	
54206	ADVERTISING/PUBLICITY	34,410	37,900	
54207	STAFF TRAINING	2,280	2,500	
54208	MEMBERSHIPS, DUES AND FEES	1,920	2,100	
54209	CONFERENCE AND TRAVEL	4,100	4,500	
54215	PROFESSIONAL FEES	700	800	
54220	INSURANCE EXPENSE	1,750	1,900	
54234	LANDFILL FEES	11,750	12,900	
54236	AUTO ALLOWANCE	900	1,000	
54240	OFFICE EQUIPMENT REPAIRS	100		
			100	
54241	VEHICLE REPAIR	500	600	
54242	EQUIPMENT REPAIR	6,390	7,000	
54245	BUILDING REPAIR	21,900	24,100	
54250	EQUIPMENT RENTAL	114,190	125,600	
54251	RENTAL FACILITIES	35,940	39,500	
54253	PEST CONTROL	1,370	1,500	
54254	SERVICE CONTRACTS	5,160	5,700	
54255	LICENSE AND FEES	10,060	11,100	
54260	SERVICE CONTRACTS-FACILITIES	13,100	14,400	
54264	CELL PHONE EXPENSE	550	600	
54265	SUBSCRIPTIONS	160	200	
54280	OTHER CONTRACTUAL SERVICES	72,010	79,200	
54281	CONTRACTUAL PERSONNEL	61,370	67,500	
54282	INTERN STIPEND	3,600	4,000	
54285	CONTRACTUAL ENTERTAINMENT	257,800	283,600	
54299	FIELD/SPECIAL TRIPS	5,710	6,300	
59412	PROPERY/SALES TAX	7,200	7,900	
59414	CREDIT CARD FEES	32,480	35,700	
CONTRACTUAL	_	764,520	841,000	
30		. 0 1,020	3.1,000	
COMMODITIES/SUPP	LIES			
55301	OFFICE SUPPLIES	2,520	2 000	
			2,800	
55302	ENVELOPES AND STATIONARY	200	200	
55303	DUPLICATING SUPPLIES	1,050	1,200	

	MAY 1, 2016 THROUGH	APRIL 30, 2017		
		2016-17		
ACCOUNT	DESCRIPTION	FINAL BUDGET	APPROPRIATIONS	TOTAL
55305	PHOTOGRAPHIC SUPPLIES	10	100	
		_		
55307	BOOKS AND MANUSCRIPTS	250	300	
55308	FIRST AID/MEDICAL SUPPLIES	1,200	1,300	
55315	STAFF UNIFORMS	1,700	1,900	
55316	PARTICIPANT UNIFORMS	3,210	3,500	
55320	BUILDING MAINTENANCE SUPPLIES	25,800	28,400	
55321	LANDSCAPE SUPPLIES	300	300	
55322	CLEANING /JANITORIAL SUPPLIES	7,600	8,400	
55327	VEHICLE/EQUIPMENT REPAIR PARTS	910	1,000	
55330	GAS,FUEL,GREASE AND OIL	990	1,100	
55348	FLOWERS AND CARDS	70	100	
55349	PLAQUES, AWARDS AND PRIZES	5,290	5,800	
55350	RECREATION/PROGRAM SUPPLIES	54,180	59,600	
55351	ANIMAL SUPPLIES	2,900	3,200	
55354	FOOD SUPPLIES	11,410	12,600	
55355	ANIMAL FEED	10,000	11,000	
55360	MERCHANDISE FOR RESALE	42,000	46,200	
COMMODITIES/SUPI	PLIES	171,590	189,000	
<u>UTILITIES</u>				
56230	SANITARY FEES	2,930	3,200	
56231	GAS AND ELECTRICITY	85,800	94,400	
56232				
	WATER	12,950	14,200	
56233	TELECOMM EXPENSE	13,810	15,200	
UTILITIES		115,490	127,000 \$	2,080,200
Fund 04 - LIABILITY II	NSURANCE			
SALARIES AND WAG				
70501		42.940	44 200	
	MANAGERS/SUPERVISORS	43,840	44,200	
SALARIES AND WAG	DES	43,840	44,200	
FRINGE BENEFITS				
53132	DENTAL INSURANCE	350	400	
53133	MEDICAL HEALTH INSURANCE	7,470	8,200	
53134	LIFE INSURANCE	150	200	
83003	ALLOWANCES/REIMBURSEMENTS	840	900	
	ALLOWANCES/REINIBURSEINENTS			
FRINGE BENEFITS		8,810	9,700	
CONTRACTUAL				
54207	STAFF TRAINING	3,040	3,300	
54209	CONFERENCE AND TRAVEL	1,200	1,300	
54255	LICENSE AND FEES	1,370	1,500	
54281	CONTRACTUAL PERSONNEL	4,540	5,000	
	CONTRACTOAL PERSONNEL			
CONTRACTUAL		10,150	11,100	
COMMODITIES/SUPP	<u>LIES</u>			
55307	BOOKS AND MANUSCRIPTS	1,400	1,500	
55309	OA FETY OURDUIS	0.500	7 000	
	SAFETY SUPPLIES	6,500	7,200	
COMMODITIES/SUPI		7,900	8,700	

	,	2016-17		
ACCOUNT	DESCRIPTION	FINAL BUDGET	APPROPRIATIONS	TOTAL
INSURANCE				
57131	WORKERS COMPENSATION	69,720	76,700	
57137	UNEMPLOYMENT PREMIUM	10,000	11,000	
57220	LIABILITY INSURANCE	33,060	36,400	
57222	EMPLOYMENT PRACTICES	15,700	17,300	
57224	PROPERTY INSURANCE	69,000	75,900	
INSURANCE	-	197,480	217,300	
CAPITAL OUTLAY				
61515	REPAIR PROJECTS AND EQUIPMENT	35,000	38,500	
CAPITAL OUTLAY	=	35,000	38,500 \$	329,500
Fund 06 - IMRF FUND FRINGE BENEFITS				
53135	IMRF PAYMENTS	358,770	394,600	
FRINGE BENEFITS	IIIIII I ATMENTS	358,770	394,600 \$	394,600
TRINGE BENEFITS	_	330,770	594,000\$	394,000
Fund 08 - AUDIT FUNI	1			
CONTRACTUAL	2			
54217	AUDIT EXPENSES	20,000	22,000	
CONTRACTUAL	-	20,000	22,000 \$	22,000
Fund 09 - PAVING ANI ROUTINE/PERIODIC N 58002 ROUTINE/PERIODIC	MAINTENANCE ROUTINE MAINTENANCE	78,000 78,000	85,800 85,800 \$	85,800
ROOTINE/I ERIODIO		70,000	00,000	00,000
Fund 11 - ACTIVITY A	ND AFFILIATES FUND			
COMMODITIES/SUPPL				
55309	SAFETY SUPPLIES	3,000	3,300	
55348	FLOWERS AND CARDS	200	200	
55349	PLAQUES, AWARDS AND PRIZES	2,500	2,800	
55350	RECREATION/PROGRAM SUPPLIES	170	200	
55354	FOOD SUPPLIES	3,280	3,600	
COMMODITIES/SUPF	PLIES	9,150	10,100 \$	10,100
- 140 ODFOIN DA				
Fund 12 - SPECIAL DO	DNATIONS FUND			
CONTRACTUAL	OOLIOLA DOLUDO	50.400	57.000	
54292 CONTRACTUAL	SCHOLARSHIPS	52,100	57,300	E7 200
CONTRACTUAL	-	52,100	57,300 \$	57,300
Fund 14 - SOCIAL SEC	CURITY FUND			
FRINGE BENEFITS				
53136	FICA PAYMENTS	374,610	412,100	
FRINGE BENEFITS	_	374,610	412,100 \$	412,100

2	n	1	6-	1
_	v		u-	- 1

ACCOUNT	DESCRIPTION	FINAL BUDGET	APPROPRIATIONS	TOTAL
Fund 15 - SPECIAL R				
SALARIES AND WAG	<u>ES</u>			
70301	OFFICE STAFF/SUPPORT	31,200	32,100	
70501	MANAGERS/SUPERVISORS	47,160	48,600	
71001	PROGRAM/FACILITY DIRECTOR	111,620	115,000	
80303	PT OFFICE STAFF/SUPPORT	7,500	7,700	
80903	PT BUILDING SERVICE WORKER	3,750	3,900	
81003	PT PROGRAM DIRECTOR\SUPERVISOF	25,280	27,800	
81403	INSTRUCTORS/OVERNIGHT STAFF	5,790	6,400	
81503	PT GENERAL STAFF	58,500	64,400	
81703	PT DAY CAMP STAFF/LIFE GUARD	156,760	172,400	
81903	PT BUILDING/PARK OPENER	300	300	
SALARIES AND WA	GES	447,860	478,600	
EDINICE DENIETITS				
FRINGE BENEFITS 53132	DENTAL INSURANCE	1,050	1,200	
53133	MEDICAL HEALTH INSURANCE	33,410	36,800	
53134	LIFE INSURANCE	630	700	
		16,750		
53135	IMRF PAYMENTS		18,400	
53136	FICA PAYMENTS	33,000	36,300	
53137	EMPLOYEE ASSISTANCE PROGRAM	160	200	
83003	ALLOWANCES/REIMBURSEMENTS	4,000	4,400	
FRINGE BENEFITS		89,000	98,000	
CONTRACTUAL				
54201	POSTAGE AND MAILING	1,700	1,900	
54202	PRINTING AND DUPLICATING	5,940	6,500	
54204	STAFF MEETING	800	900	
54206	ADVERTISING/PUBLICITY	8,500	9,400	
54207	STAFF TRAINING	3,020	3,300	
54208	MEMBERSHIPS, DUES AND FEES	5,980	6,600	
54209	CONFERENCE AND TRAVEL	4,320	4,800	
54215	PROFESSIONAL FEES	1,250	1,400	
54236	AUTO ALLOWANCE	1,440	1,600	
54241	VEHICLE REPAIR	2,000	2,200	
54245	BUILDING REPAIR	200	200	
54250	EQUIPMENT RENTAL	250	300	
54251	RENTAL FACILITIES	30,630	33,700	
54253	PEST CONTROL	360	400	
54254	SERVICE CONTRACTS	1,680	1,800	
54255	LICENSE AND FEES	100	100	
54264	CELL PHONE EXPENSE	320	400	
54265	SUBSCRIPTIONS	700	800	
54280	OTHER CONTRACTUAL SERVICES	3,240	3,600	
54281	CONTRACTUAL PERSONNEL	5,690	6,300	
54282	INTERN STIPENDS	6,600	7,300	
54285	CONTRACTUAL ENTERTAINMENT	300	300	
54299	FIELD/SPECIAL TRIPS	23,990	26,400	
59414	CREDIT CARD FEES	1,500	1,700	
CONTRACTUAL	_	110,510	121,900	
COMMODITIES/SUPF	PLIES			
55301	OFFICE SUPPLIES	900	1,000	
55302	ENVELOPES AND STATIONARY	400	400	
55303	DUPLICATING SUPPLIES	400	400	
55315	STAFF UNIFORMS	4,630	5,100	
55316	PARTICIPANT UNIFORMS	4,630 1,840		
JJJ 10	I ANTIGIFANT UNIFURNIS	1,040	2,000	

	MAY 1, 2016 THROUGH A	APRIL 30, 2017		
		2016-17		
ACCOUNT	DESCRIPTION	FINAL BUDGET	APPROPRIATIONS	TOTAL
55320	BUILDING MAINTENANCE SUPPLIES	550	600	
55322	CLEANING/JANITORIAL SUPPLIES	670	700	
55327	VEHICLE/EQUIPMENT REPAIR PARTS	1,200	1,300	
55329	OFFICE/ EQUIPMENT VALUE <\$10000	3,000	3,300	
55330	GAS,FUEL,GREASE AND OIL	6,000	6,600	
55348	FLOWERS AND CARDS	50	100	
55349	PLAQUES, AWARDS AND PRIZES	3,410	3,800	
55350	RECREATION/PROGRAM SUPPLIES	6,380	7,000	
55354	FOOD SUPPLIES	17,270	19,000	
COMMODITIES/SUP	PLIES	46,700	51,300	
LITULTIES				
UTILITIES 50004	CAC AND ELECTRICITY	2.700	4.400	
56231	GAS AND ELECTRICTIY WATER	3,700	4,100	
56232 56233	TELECOMM EXPENSE	750 4 070	800	
	TELECOMINI EXPENSE	1,870	2,100	
UTILITIES		6,320	7,000	
INSURANCE				
57131	WORKERS COMPENSATION	2,200	2,400	
57220	LIABILITY INSURANCE	2,400	2,600	
57222	EMPLOYMENT PRACTICES	800	900	
57224	PROPERTY INSURANCE	4,600	5,100	
INSURANCE		10,000	11,000	
		. 0,000	,	
CAPITAL OUTLAY				
61508	CPD - ADA	671,650	738,800	
61509	UPD CAPITAL ADA	92,920	106,900	
CAPITAL OUTLAY		764,570	845,700 \$	1,613,500
	_			1,010,000
	IPROVEMENTS FUND			
CAPITAL OUTLAY				
61502	TECHNOLOGY EQUIP REPLACEMENT	20,000	22,000	
61504	VEHICLES / EQUIPMENT	326,000	358,600	
61508	PARK CONSTRUCTION/IMROVEMENTS	1,898,560	2,088,400	
CAPITAL OUTLAY		2,244,560	2,469,000 \$	2,469,000
Fund 19 - POLICE PR	OTECTION			
CONTRACTUAL	<u>OTEOTION</u>			
54281	CONTRACTUAL PERSONNEL	20,430	22,500	
CONTRACTUAL		20,430	22,500 \$	22,500
JONINACIOAL		20,430	ZZ, JUU_ \$	22,500
Fund 21 - BOND AMO				
TRANSFERS TO OTH	ER FUNDS			
59409	TRANSFERS TO OTHER FUNDS	1,100,500	1,100,500	
TDANISEEDS TO OT	LED ELINDS	1 100 500	1 100 500 🕏	1 100 500

1,100,500

TRANSFERS TO OTHER FUNDS

1,100,500 **\$ 1,100,500**

2016-17

ACCOUNT	DESCRIPTION	FINAL BUDGET	APPROPRIATIONS	TOTAL
Fund 22 - BOND PRO	CEEDS FUND			
CONTRACTUAL				
54205	LEGAL PUBLICATIONS/NOTICES	60	100	
54215	PROFESSIONAL FEES	3,600	4,000	
CONTRACTUAL		3,660	4,100	
CAPITAL OUTLAY				
61504	VEHICLES / EQUIPMENT	45,000	49,500	
61508	PARK CONSTRUCTION/IMPROVEMENT	515,000	566,500	
CAPITAL OUTLAY		560,000	616,000	
DEBT SERVICE PRINC	<u>CIPAL</u>			
59405	BOND REDEMPTION	410,000	451,000	
DEBT SERVICE PRIN	ICIPAL	410,000	451,000	
DEBT SERVICE INTER	REST/FEES			
59407	INTEREST EXPENSE	126,030	138,600	
DEBT SERVICE INTE	REST/FEES	126,030	138,600 \$	1,209,700
APPROPRIATIONS - A	LL FUNDS	17,167,510	18,421,900 \$	18,421,900

2016-17 PROPOSED FINAL

		PROPOSED FINAL	
FUND	DESCRIPTION	BUDGET	APPROPRIATIONS
			_
01	GENERAL	\$ 4,919,960	\$ 5,188,500
02	RECREATION	3,181,830	3,426,600
03	MUSEUM	1,929,770	2,080,200
04	LIABILITY INSURANCE	303,180	329,500
06	IMRF FUND	358,770	394,600
08	AUDIT FUND	20,000	22,000
09	PAVING AND LIGHTING FUND	78,000	85,800
11	ACTIVITY AND AFFILIATES FUND	9,150	10,100
12	SPECIAL DONATIONS FUND	52,100	57,300
14	SOCIAL SECURITY FUND	374,610	412,100
15	SPECIAL RECREATION FUND	1,474,960	1,613,500
16	CAPITAL IMPROVEMENTS FUND	2,244,560	2,469,000
19	POLICE PROTECTION	20,430	22,500
21	BOND AMORTIZATION FUND	1,100,500	1,100,500
22	BOND PROCEEDS FUND	1,099,690	1,209,700
APPROPR	IATIONS - ALL FUNDS	\$ 17,167,510	\$ 18,421,900

CERTIFICATION OF ESTIMATE OF REVENUE FISCAL YEAR 2016-2017

I, Gary G. Wackerlin, do hereby certify that I am the duly qualified Treasurer of the Champaign Park District and the Chief Fiscal Officer of said Park District. As such officer I do further certify that the revenues, by source, anticipated to be received by the Park District in the fiscal year beginning May 1, 2016 and ending on April 30, 2017 are estimated to be as follows:

ESTIMATE OF REVENUE

SOURCE	AMOUNT
Real Estate Taxes (Includes Urbana Park District portion for CUSR)	\$11,762,740
Personal Property Replacement Tax	293,400
Interest Earned	58,020
Sponsorships/Scholarships	131,670
Concessions	223,770
Program Fees	2,919,030
Rental Fees	222,750
Bond Receipts (Reflected as Transfer)	1,100,500
Grant Proceeds	326,000
Special Receipts/Other	157,190
Transfers To Other Funds	100,000
Total	\$17,295,070

IN WITNESS WHEROF, I have hereunto set my hand and affixed the seal of the Champaign Park District this 27th day of July, 2016.

SEAL

Gary G. Wackerlin, Treasurer, Chief Financial Officer



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: July 22, 2016

SUBJECT: Approval of FY16-17 Budget Book

Background

The formal FY16-17 budget book is presented to the Board for approval prior to submitting it to the Government Finance Officers Association (GFOA) for the distinguished budget award, due within 30 days of adoption of the budget. The totals reflected in the formal budget book are reflective of the Budget and Appropriation Ordinance No. 609 for FY16-17 as revised and presented for approval on July 27, 2016. This document meets the criteria of the GFOA budget award program and this will be the document submitted for consideration this year. The District first applied and received this award in FY2005 and has received annually since then.

Prior Board Action

On May 11, 2016, the Board set a date for the public hearing on the budget and appropriation ordinance. Ordinance No. 609: Budget and Appropriation Ordinance for FY16-17 was presented for approved at the July 27, 2016 special meeting and will be filed with the Champaign County Clerk no later than July 29, 2016 as required.

Budget Impact

Prepared by:

The Champaign Park District sets total expenditures/transfers in the amount of \$17,167,510 for the period beginning May 1, 2016 through April 30, 2017.

Reviewed by:

Recommended Action

Staff recommends the Board approve the FY16-17 budget book.

Andrea N. Wallace	Joe DeLuce, CPRP
Director of Finance	Executive Director



REPORT TO PARK BOARD

FROM:

Joe DeLuce, Executive Director

DATE:

July 20, 2016

SUBJECT: Addendum to Agreement for Independent Contractor Services at the Virginia Theatre

Background

From 2004 through 2014, and from 2015 to 2016, Michael Frederick (Frederick) has filled the role of technical manager at the Virginia Theatre (Theatre) as an independent contractor with the Park District, doing consistent, excellent work throughout his tenure. An experienced theatre professional with three decades in the field, Frederick has been able to serve the technical needs of travelling and resident attractions at the Theatre. His professionalism and skill has resulted in repeat business for the facility, and he has been an invaluable resource for the theatre's directors.

Frederick's current agreement with the Park District expires July 31, 2016. He is planning to leave the community this fall to pursue other opportunities.

With Frederick's departure, staff have recommended the replacement of the independent contractor role at the Theatre with a full-time, exempt technical manager position, filling the job last held, in 2015, by Andrew Hall.

On May 11, 2016, the Park District began seeking applicants for the position of technical manager. To date, the role remains unfilled, however, staff continue to interview candidates with the expectation that a successful hire is forthcoming.

Frederick has indicated that he is able to continue offering his services as technical manager and to offer training to a new staff member hired to do the job in the coming weeks. He would be available to contract for this work in the months of August through September, 2016.

Prior Board Action

None.

Budget Impact

In the absence of an exempt, full-time staff technical manager at the Virginia, Frederick's agreement represents a monthly savings of from \$200 to \$1,000.00 (plus non-wage expense), over the cost of a staff member filling the role. Once a staff member is hired, Frederick's monthly contract expense of \$2,955.00 would be in addition to the staff salary for that period. This amount, while not budgeted, should be offset by the savings to the Park District for his agreement during the months of May through July, 2016.

Recommended Action

Staff recommends that the Board authorize the Executive Director to execute an Addendum to the Agreement for Independent Contract Services with Michael Frederick to provide technical management services and training at the Theatre for the months of August and September 2016.

Prepared by:

Reviewed by:

Steven Bentz Director of the Virginia Theatre

Joe DeLuce, CPRP Executive Director

ADDENDUM TO AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

WHEREAS, an Agreement was entered into effective as of July 31, 2015 by and between the CHAMPAIGN PARK DISTRICT, an Illinois municipal corporation, with the principal address of 706 Kenwood Road, Champaign, Illinois 61821 (hereinafter referred to as "PARK DISTRICT") and MICHAEL FREDERICK whose principal address is 1007 North Cunningham Avenue, Urbana, Illinois 61802 (hereinafter referred to as "FREDERICK").

RECITALS

WHEREAS, PARK DISTRICT is a municipal corporation which owns the Virginia Theatre;

WHEREAS, FREDERICK is an individual experienced in the equipment used for theatrical performances, including lighting, audio-visual equipment, fly system, film projection and other services and equipment related thereto; and

WHEREAS, PARK DISRICT and FREDERICK entered into an agreement whereby FREDERICK will provide services to PARK DISTRICT as an independent contractor for theatrical and other events at the Virginia Theatre and other venues as may from time to time be designated by PARK DISTRICT.

WHEREAS, the original term of the Agreement was from August 1, 2015 to July 31, 2016, unless such period is extended by written agreement of both parties.

- **NOW, THEREFORE,** for and in consideration of the mutual promises, covenants and agreements herein set forth, **PARK DISTRICT** and **FREDERICK** hereby agree to amend the Agreement according to the following terms and conditions:
- **5.** <u>COMPENSATION</u>. As consideration for such further services rendered by **FREDERICK** pursuant to this Addendum to Agreement, **PARK DISTRICT** shall pay **FREDERICK** the sum of Five Thousand Nine Hundred Ten Dollars and no cents, payable in two (2) equal installments, commencing August 1, 2016.
- 6. TERM AND TERMINATION. The term of this Addendum to Agreement shall be from July 31, 2016 to September 30, 2016 for FREDERICK to perform the services as set forth in the Agreement. FREDERICK shall also assist with training a new staff member during the extended term. Either PARK DISTRICT or FREDERICK may terminate this Addendum to Agreement at any time upon twenty-four (24) hours written notice to the other Party with or without cause. If this Addendum to Agreement is terminated by either Party, FREDERICK's compensation will end and be prorated as of the termination date.

All other terms and conditions of the Agreement and Attachment A as set forth therein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to the Agreement to be executed this ____ day of July 2016.

CHAMPAIGN PARK DISTRICT A municipal Corporation By: ______ Its Executive Director MICHAEL FREDERICK MICHAEL FREDERICK MICHAEL FREDERICK MICHAEL FREDERICK

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement is made and entered into effective the 31⁵ day of 50 y, 20 15 by the CHAMPAIGN PARK DISTRICT, an Illinois municipal corporation, with the principal address of 706 Kenwood Road, Champaign, Illinois 61821 (hereinafter referred to as "PARK DISTRICT") and MICHAEL FREDERICK whose principal address is 1007 North Cunningham Avenue, Urbana, Illinois 61802 (hereinafter referred to as "FREDERICK").

RECITALS

WHEREAS, PARK DISTRICT is a municipal corporation which owns the Virginia Theatre;

WHEREAS, FREDERICK is an individual experienced in the equipment used for theatrical performances, including lighting, audio-visual equipment, fly system, film projection and other services and equipment related thereto; and

WHEREAS, PARK DISRICT and FREDERICK desire to enter into a contract whereby FREDERICK will provide services to PARK DISTRICT as an independent contractor for theatrical and other events at the Virginia Theatre and other venues as may from time to time be designated by PARK DISTRICT.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein set forth, PARK DISTRICT and FREDERICK agree as follows:

- 1. <u>PROFESSIONAL SERVICES</u>: FREDERICK shall provide professional theatrical technical and film projection and related services as may be directed from time to time by the Virginia Theatre Director; provided that with the exception of requiring services to be performed on or by certain dates and times, neither the PARK DISTRICT nor any of its employees shall have control over the manner or method by which FREDERICK performs the services pursuant to this Agreement. The services to be provided by FREDERICK shall include, without limitation, the following:
 - a. Facilitate and coordinate the use of technical equipment at the Virginia Theatre.
 - b. Assist the Virginia Theatre Director with determining the cost of rental for technical aspects of all events booked at the theatre.
 - c. Advise and assist the Virginia Theatre Director in the scheduling of stage and technical crews for productions at the theatre.
 - d. Act as a liaison among performers, artists, technicians and production staff.
 - e. Coordinate all loading (in and out), technical rehearsals, performances and other theatre events.
 - f. Coordinate with Virginia Theatre Director to maintain and update as needed, with no financial responsibility to FREDERICK, the lighting, audio-visual, rigging, flying and film projection areas of the theatre.
 - g. Advise and assist the Virginia Theatre Director in the purchase and rental of technical equipment for the theatre. FREDERICK shall advise and assist the Virginia Theatre Director in acquiring quotes acceptable to the PARK DISTRICT for additional equipment needed for rentals and PARK DISTRICT sponsored events.
 - h. At all times deal with clients, PARK DISTRICT employees, volunteers, and patrons of

PARK DISTRICT Initial FREDERICK Initial

the theatre in a professional and courteous manner.

- i. Operate the technical equipment and related aspects of the license described herein in a professional manner.
- j. Exercise appropriate good judgment in dealing with theatre safety matters, including, without limitation, adherence to Occupational Safety and Health Administration (OSHA) regulations and other pertinent federal, state and local laws, regulations, and ordinances.
- k. Demonstrate ability to operate any and all pertinent equipment during performances or events at the theatre.
- I. Resolve differences of opinion about issues that arise concerning technical aspects of performances.
- m. At the request of the Virginia Theatre Director, make suggestions regarding budgetary expenditures.
- n. Notwithstanding any other provisions of this Agreement, in the event that Virginia Theatre is closed by the Park District for renovation or repairs, FREDERICK shall not be compensated for such period of time.
- o. Design and conduct classes focusing on stage craft and other technical aspects of theatre for the PARK DISTRICT. The times, dates, and content of such classes will be mutually agreed to by FREDERICK and the Virginia Theatre Director.
- p. Assist the PARK DISTRICT in building a working relationship with the technical union staff and supervisors.

PARK DISTRICT shall provide FREDERICK with such facilities and support as may be necessary to carry out his responsibilities hereunder.

- 2. <u>TIMING OF PERFORMANCE OF SERVICES</u>. FREDERICK shall perform the above listed professional services to assure preparation and operation of all events at the theatre in a professional manner, which may entail working days and hours beyond a normal, recognized workweek. FREDERICK shall also be available to work according to the terms hereof on weekends, evenings, and holidays, as needed.
- 3. <u>WORK LOCATION</u>. All work performed by FREDERICK hereunder shall take place at PARK DISTRICT facilities, with the majority of that work taking place at the Virginia Theatre.
- 4. <u>CONTROL OF WORK</u>. FREDERICK shall at all times have sole control over the manner, means and methods of completing the work and services required by the Agreement according to his independent judgment; provided that, his conduct shall not be contrary to this Agreement, policies, and procedures of PARK DISTRICT. Furthermore, he shall be solely responsible for the direction of his employees or agents. FREDERICK acknowledges that he will devote sufficient time and effort as is necessary to carry out the terms of this Agreement in a professional manner in order to complete the tasks assigned for the purposes of carrying out the performances and events scheduled from to time at the theatre.
- 5. <u>COMPENSATION</u>. As consideration for the services rendered by FREDERICK pursuant to this Agreement, PARK DISTRICT agrees to pay FREDERICK the sum of Thirty Five Thousand Four Hundred Sixty Five Dollars and no cents \$35,465.00, payable in twelve (12) equal monthly installments, commencing <u>August</u> 1, 2015; provided that, there shall be no compensation paid for the months when the Virginia Theatre is closed for renovations and repairs. The PARK DISTRICT will undertake no

PARK DISTRICT Initial FREDERICK Initial

withholdings for taxes, social security benefits or any other obligations of any kind or character whatsoever, as the relationship between the parties is one of independent contractor. FREDERICK shall be responsible for all withholdings and reporting of wages and income to the federal and state authorities. FREDERICK acknowledges and understands that he is not entitled to any benefits or protections afforded employees of PARK DISTRICT. FREDERICK acknowledges that he will be responsible for paying any unemployment insurance and workers compensation insurance on behalf of himself and any of his employees. FREDERICK shall be solely responsible for any employees' or agents' actions in performing the work or services to be provided pursuant to the terms of this Agreement. FREDERICK will provide PARK DISTRICT with his Social Security Number. FREDERICK acknowledges that he shall be solely responsible for the acts or omissions of his employees or agents in performing the work or services pursuant to this Agreement. PARK DISTRICT shall issue a form 1099 to FREDERICK reflecting compensation pursuant to the terms of this Agreement.

- 6. TERM AND TERMINATION. The term of this Agreement shall be from August), 2015 to 101, 20, subject to the following termination provision. The PARK DISTRICT or FREDERICK may terminate this Agreement at any time upon 60 days written notice with or without cause. If the contract is terminated by either party, FREDRICK'S compensation will end and be prorated as of the termination date.
- 7. <u>COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS</u>. PARK DISTRICT and FREDERICK shall comply with all applicable federal, state and local statutes, rules, regulations, ordinances and licenses regarding the performance and carrying out the terms of this Agreement.
- 8. INSURANCE. FREDERICK shall keep in full force and effect at all times during the term of this Agreement the following insurance coverages: comprehensive general liability insurance, including contractual liability coverage, with minimum limits of not less than One Million Dollars (\$1, 000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate; property damage insurance; full worker's compensation insurance equal to the statutory amount required; and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000.00). All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best & Co. and satisfactory to PARK DISTRICT in its sole discretion. All certificates of insurance, including endorsements and/or riders in connection herewith shall be furnished to the PARK DISTRICT no later than seven (7) days prior to the commencement date of this Agreement. All insurance coverage provided by FREDERICK shall be primary coverage as to PARK DISTRICT. Any insurance or self-insurance maintained by PARK DISTRICT shall be in excess of FREDERICK'S insurance and shall not contribute with it. The PARK DISTRICT, its commissioners, officers, employees, agents, and volunteers shall be covered and named as additional insured's under the general liability coverage and shall contain no special limitation on the scope of protection afforded to' the additional insured's. The policy and/or coverage shall also contain a "contractual liability" clause. Said insurance policies shall not be canceled or amended without thirty (30) days prior written notice having been given to the PARK DISTRICT. Such cancellation shall be grounds for the PARK **DISTRICT** to immediately cancel this Agreement.
- 9. <u>INDEMNIFICATION</u>. FREDERICK shall indemnify, save, defend, and hold harmless PARK DISTRICT, including its commissioners, officers, employees, agents, and volunteers (hereinafter collectively referred to as "PARK DISTRICT") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney and paralegal fees) for which PARK DISTRICT may become obligated or alleged to be liable by reason of any accident, bodily injury or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, arising directly or indirectly in connection with, under, or as a result of this Agreement.
- 10. <u>REPRESENTATIONS AND WARRANTIES</u>. FREDERICK represents and warrants that he has the skills and knowledge necessary to perform the terms of this Agreement in a safe, proper, efficient, thorough and satisfactory manner and understands that **PARK DISTRICT** is relying on such representation in contracting with him. **FREDERICK** will comply with all Occupational Safety and Health Administration regulations.

PARK DISTRICT Initial PREDERICK Initial

- 11. ASSIGNMENT. This Agreement shall not be assigned or delegated by either party to any subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of the other party, which shall not be unreasonably withheld. If PARK DISTRICT permits the assignment of the services provided for hereunder at any one or more times, such assignment shall not be deemed permission to assign the performance of this Agreement at any other time or times.
- 12. <u>APPLICABLE LAW AND VENUE</u>. The parties agree that the laws of the State of Illinois shall govern the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.
- 13. <u>SEVERABILITY</u>. In the event one or more of the provisions contained in this Agreement shall be determined by the Court of law having appropriate jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement and the validity, legality or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in effect.
- 14. <u>WAIVER</u>. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall be deemed a waiver of that term, covenant or condition, nor shall a failure to insist upon strict compliance with any right or power at any one time or times be deemed a waiver or relinquishment of any such term, covenant, condition or right or power at any other time or times.
- **15.** <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
- 16. <u>NOTICE</u>. All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given on the date and at the time they are sent by certified mail, return receipt requested, to the respective party at the addresses set forth below, or at such other place address as the parties shall provide to each other in writing. In addition, any such notice shall be sent by the first class regular U.S. Mail to:

CHAMPAIGN PARK DISTRICT Attention: Mr. Joseph DeLuce Executive Director 706 Kenwood Road Champaign, IL 61821 MICHAEL FREDERICK 1007 North Cunningham Avenue Urbana, IL 61802

- 17. <u>TIME OF THE ESSENCE</u>. Time is of the essence of this Agreement. It shall be binding upon the personal representatives, successors and permitted assigns of the parties hereto.
- 18. <u>ENTIRE AGREEMENT AND AMENDMENT</u>. This Agreement and any terms or specifications attached hereto or otherwise referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings either oral or written of the parties in connection herewith. No modification of this Agreement shall be effective unless made in writing, signed by both parties and dated after the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

CHAMPAIGN PARK DISTRICT

A municipal Corporation

Its Executive Director

Its Secretary

MICHAEL FREDERICK

MICHAEL FREDERICK

PARK DISTRICT Initial
FREDERICK Initial



REPORT TO PARK BOARD

FROM:

Joe DeLuce, Executive Director

DATE:

July 27, 2016

SUBJECT: Renewal of Virginia Theatre Ticketing Service Contract

Background

The Virginia Theatre uses a cloud-based ticketing software platform called Seat Advisor Box Office under a three-year agreement originally signed in 2013. That year, the Park District came to the end of a previous three-year agreement with another company, Choice Ticketing, for use of its software at the Virginia. In the opinion of staff, Choice had been an unreliable product that was prone to crashes and was also inflexible, slow, and difficult to operate. After reviewing a wide variety of different ticketing systems during fiscal year 2012-2013, the Park District signed the current agreement with Seat Advisor—which expires August 14, 2016.

In the past three years, staff has found Seat Advisor to be a reliable, feature-rich, affordable ticketing platform for the Virginia Theatre. Software crashes have been rare, and the sales interface is intuitive and easy to use for both patrons shopping online and for staff working in the box office. The company has also been responsive to requests for technical support, providing strong customer service and being open to suggestions for improvements to the software.

The Seat Advisor contract (both the current agreement and the proposed renewal) contains an open-ended "walk-away" clause that allows the Park District to terminate the agreement at any time, without penalty.

Prior Board Action

None.

Budget Impact

The current (FY17) proposed budget includes funds allocated for the payment of ticketing service charges (fees) at the Virginia. Since those fees were projected at the rate currently charged to the Park District by Seat Advisor, there is no budget impact from renewing the agreement with Seat Advisor for the use of its Seat Advisor Box Office software.

Recommended Action

Staff recommends that the Board authorize the Executive Director to enter into a contract with Seat Advisor, San Diego, CA, to furnish ticketing software at the Virginia Theatre for three years beginning August 15, 2016.

Prepared by:

Reviewed by:

Steven Bentz Director of the Virginia Theatre

Joe DeLuce, CPRP Executive Director

INTERNET TICKETING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of *August 15*, **2016**, by and between the Champaign Park District, an Illinois municipal corporation (hereinafter referred to as, "CPD"), with a principal address of 706 Kenwood Road, Champaign, Illinois, and SeatAdvisor Inc., a California corporation (hereinafter referred to as, "SA" or "SeatAdvisor", as the case may be), with aprincipal address of 2655 Camino Del Rio North, Suite 470, San Diego, California.

Whereas, the CPD, wants to engage the services of a company to provide internet based ticketing for the Virginia Theatre and other CPD events;

Whereas, SA is engaged in the business of internet based ticketing, and wants to provide such services to the CPD; and

Whereas, CPD and SA want to enter into a contract whereby SA will provide certain internet based ticketing services according to the terms and conditions stated herein.

For and in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CPD and SA hereby agree to the following terms and conditions.

- 1. <u>General Purpose</u>. The purpose of this Agreement is for CPD to obtain internet based ticketing services by utilizing SA's SeatAdvisor Box Office TM system (hereinafter referred to as, "SABO"), pursuant to the terms and conditions stated herein.
 - 1.1. SA shall provide SABO to CPD pursuant to the terms and conditions set forth in this Agreement and the fee structure set forth in Exhibit A, which is attached hereto, made a part hereof and incorporated by reference herein.
- 2. Definitions. For purposes of this Agreement, the following definitions shall apply:
 - 2.1. Patron: A purchaser of a Ticket to an Event at the Venue(s) and/ or individuals and entities whose personal information is added or transferred into SABO.
 - 2.2. <u>Patron Data:</u> Personal information about Patrons, including, but not limited to, their names, addresses, phone numbers, ticket purchases history and patterns, credit card numbers and donation information.
 - 2.3 <u>SeatAdvisor Box Office System (SABO)</u>: The Internet-based box office management system and related procedures established and maintained by SA for the purpose of managing event creation, facilitating ticket inventory management, handling subscription and single ticket sales in CPD's Ticket Office, handling single ticket sales on the Internet, managing the creation of ticket subscription packages, printing tickets, tracking Patron data, and related other features, and subsequent versions thereof.
 - 2.4 Venues: CPD's Virginia Theatre and other locations as determined by CPD.

1	CLIENT	Initials	
	SA	Initials	

- 3. Term of Agreement. The Term of this Agreement shall commence on the date set forth herein and continue in full force and effect for a period of three (3) years. Either party mayterminate this Agreement at any time without cause upon thirty (30) days written notice. Upon such termination, SA shall remove any of CPD's ticket data and Patron Data from SABO, and CPD shall remit any sums owing to SA pursuant to Paragraph 8 and Exhibit A. It will be CPD's responsibility to obtain any reports needed prior to the termination of the Agreement in order to obtain any data needed.
- 4. <u>Compensation</u>. Consideration and compensation to be paid by CPD to SA for use of SABO according to the terms of this Agreement is as set forth in Exhibit A.
- 5. Central Computer Facility. SeatAdvisor shall, at its sole expense, provide a central computer facility for the operation of SABO. Barring unforeseen technical difficulties, acts of God or other events beyond the control of SeatAdvisor, the central computer facility serving CPDwill be in operation 24 hours each a day/ seven days per week, except for scheduled downtime not to exceed 4 (four) hours per week for the purpose of routine maintenance. The central computer facility will be adequately staffed to perform all of SA's services underthis Agreement. SA shall not be responsible for any errors made by CPD in undertakingevent set up activities. In the event the central computer facility is not operational for morethan 8 hours, SA will provide a fully functional backup system.

SA will establish and maintain an organizational process (backup system) to provide support for SABO under this Agreement. Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of SABO. SA will provide telephone support on a business day basis. Business day is defined as 9:00 a.m. through 5:00 p.m. pacific standard time, excluding holidays and weekends. In addition, SA will provide an internet based support system generally available seven (7) days a week, twenty-four (24) hours a day. SA will use its best efforts to cure, as described below, reported and reproducible errors in SABO. SA shallutilize the following four (4) severity levels to categorize reported problems:

- SEVERITY 1 CRITICAL BUSINESS IMPACT. The impact of the reported deficiency is such that CPD is unable to either use SABO or reasonably continue work using SABO. SA will commence work on resolving the deficiency within one (1) hour of notification and will engage staff during business hours until an acceptable resolution is achieved.
- ii. SEVERITY 2 SIGNIFICANT BUSINESS IMPACT. Important features of SABO are not working properly and there are no acceptable, alternative solutions. While other areas of SABO are not impacted, the reported deficiency has created a significant, negative impact on the productivity or service level. SA will commence work on resolving the deficiency within two (2) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.
- 111. SEVERITY 3 SOME BUSINESS IMPACT. Important features of SABO are unavailable, but an alternative solution is available or non-essential features of SABO are unavailable with no alternative solution. The impact on CPD, regardless of product usage, is minimal loss of operational functionality or implementation

resources. SA will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

Iv. SEVERITY 4 - MINIMAL BUSINESS IMPACT. CPD submits an information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of SABO by CPD is continuing and there is no negative impact on productivity. SA will provide an initial response regarding the request within one (1) business week.

With respect to Severity 1 reported deficiencies, SA may, with the concurrence of CPD, elect to send support or development staff to CPD location to accelerate problem resolution.

MAINTENANCE. During the term of this Agreement, SA will provide CPD with patches, updates, releases and new versions of SABO along with other generally available technical material for its utilization. All patches, updates, release and new versions shall be subject to the terms of this Agreement.

- 6. Event Set-Up. CPD shall have the sole responsibility for the operation of the venue and all events at any such venue, including without limitation, the ticket pricing structure, providing ticket text, event description, and all other information necessary for the sale of event tickets. SA shall not be responsible for inserting any of the foregoing informationinto SABO. SA shall not be responsible for any errors made by CPD in performing theevent set-up, but SA shall be responsible for its own conduct and any errors arising thereunder.
- 7. Treatment of Patron Data. SA recognizes that the Patron Data is a significant asset of CPD and not an asset of SA. Accordingly, SA shall not share, sell, disseminate or otherwise dispose of or provide such data to any third party without the express written permission of CPD. SA shall not utilize the Patron Data for any purpose, except as requested or permitted in writing by CPD, or for the purposes such as the following, determining the number of Patron Data records stored in SABO, for the purpose of fulfilling its duties under this Agreement, or as may be required by law. Notwithstanding the foregoing, if any of CPD's Patrons purchase tickets through more than one SABO client, then such other SABO client shall retain the right to access the pertinent Data for that Patron.
- 8. Accounting Procedures. CPD shall either utilize CPD's own credit card merchant account, integrated with the SABO online credit card transaction processing system, or use SA's merchant account for the purpose of accepting credit card orders for tickets on the Internet or in the ticket office. In the event CPD uses its own merchant account information, SA will provide CPD with a monthly invoice for amounts owed by CPD pursuant to Exhibit A of this Agreement. CPD shall pay SA within thirty (30) days of receipt of a proper invoice for amounts due. In the event CPD is approved for and uses SA's merchant account, SA will inform CPD when funds will be remitted by SA for sales minus any fees provided for in Exhibit A. Any past due amounts will be charged a one percent (1%) finance charge per month (twelve percent (12%) per annum).
- 9. <u>CPD's Default</u>. The continuation of any of the following events for 30 days after receipt by CPD of written notice thereof and its failure to cure such a default shall, at SA's option,

constitute a default and entitle SA to immediately terminate this Agreement, including CPD's right to effectuate the sales of tickets through SABO and CPD will pay the full retail pricefor any equipment provided by SA if CPD has not yet paid SA for at least 70,000 sold tickets; provided that, upon the sale of 70,000 billable tickets, the Hardware and Equipmentdescribed herein shall be owned by CPD (See "Hardware Provided to CPD" in Exhibit A):

- 9.1. CPD's breach of any material term, covenant, condition, representation or warranty stated in this Agreement, and
- 9.2. Provided that, failure of CPD to pay SA any invoice for sums due under this Agreement in accordance with Section 8 for more than seven (7) days following receipt by CPD of a written notice of such default and failure to cure it.

In the event of such a default, CPD shall without demand, immediately pay to SA all amounts due and owing under this Agreement. SA may, without notice to or demand upon CPD, terminate access to SABO, institute litigation for the recovery of all damages resulting from CPD's failure to perform its obligations under this Agreement and terminate this Agreement. All remedies pursuant to this Agreement shall be cumulative and in addition to any other remedy available to SA at law or in equity.

- 10. <u>SA's Default</u>. The occurrence of any of the following events for thirty (30) days after receipt by SA of written notice thereof and its failure to cure such a default shall, at CPD's option, constitute a default and entitle it to immediately terminate this Agreement and SA's rightshereunder:
 - 10.1. SA's breach of any material term, covenant, condition, representation or warranty in this Agreement; and
 - 10.2. Failure of SA to provide the services agreed to herein in a proper, timely and effective manner so as to allow CPD Patrons to purchase event tickets via the Internet, upon a seven (7) days written notice by CPD and SA's failure to cure the same;

In the event of such a default, SA shall without demand, immediately pay to CPD any and all amounts due and owing under this Agreement, and CPD may, without notice to or demand upon SA, terminate this Agreement and institute litigation for the recovely of all damages resulting from SA's failure to perform its obligations under this Agreement. All remedies pursuant to this Agreement shall be cumulative and in addition to any other remedy available to CPD at law or in equity.

11. CPD's Representations and Warranties. CPD has identified for SA agreements it has for substantially identical services with another entity through November 18, 2013. Except for those agreements, CPD represents and warrants to SA that the entering into and performance of this Agreement will not violate any other agreement, contract, judgment, order, law or regulation applicable to CPD for any provision of CPD's authority to act, or result in any breach of, default under, or creation of, any lien, charge, security interest or other encumbrance upon any assets of CPD or upon the equipment provided by SA,

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pursuant to any agreement or instrument to which CPD is a party with any third party or by which it or its assets may be bound. CPD represents and warrants to SA that it is the owner of each venue at which any of its events are held, and is duly authorized as owner to execute this Agreement.

- 12. SA's Representations. SA represents and warrants that it has not infringed upon, unlawfully acquired, breached, confiscated or in any manner whatsoever interfered with or obtained for its use or benefit under this Agreement any intellectual property rights, patents, copyrights or otherwise which might give rise to any claims against it or CPD arising out of the use of SABO or any of its related software, hardware, equipment or intellectual property. Furthermore, SA shall indemnify, defend and hold harmless CPD and any of its commissioners, officers, employees, agents and representatives from and against any and all liability, loss, costs, cause of action, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form they may take, with respect to any claim made against CPD that arises from any act, failure or omission on the part of SA or any of its directors, officers, employees, agents and representatives related to providing SABO to CPD; it being understood that CPD does not have the expertise or wherewithal to investigate and make an independent determination about the conduct of SA with regard to the development, use and dissemination of SABO.
- 13. Termination Due to Bankruptcy. In the event a party: (i) declares its intent to seek bankruptcy protection; (ii) becomes insolvent; (iii) voluntarily files or has filed against it a petition under applicable bankruptcy or insolvency laws which such partyfails to have dismissed within thirty (30) days after filing; (iv) proposes any dissolution, composition or financial reorganization with creditors or if a receiver, trustee, custodian orsimilar agent is appointed or takes possession with respect to all or substantially all property or business of such party; or (v) such party makes a general assignment for the benefit of creditors, the other party may terminate this Agreement by giving a termination notice, which termination shall become effective ten (10) days after mailing such notice.
- 14. EXCLUSION OF WARRANTIES. CPD HEREBY ACKNOWLEDGES THAT SEATADVISOR HAS NO CONTROL OVER INTERNET-RELATED AND SERVER CONDITIONS (INCLUDING WITHOUT LIMITATION INTERNET ACCESS, SPEED AND NETWORK SERVICE INTERRUPTIONS). CPD HEREBY ACKNOWLEDGES THAT SEATADVISOR HAS MADE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO: (I) THE SUITABILITY OF ITS SERVICES FOR THE PURPOSES OR USES OF CPD, OR (II) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SEATADVISOR SHALL NOT BE LIABLE TO CPD FOR, AND CPD HEREBY ASSUMES ALL RISK OF AND WAIVES ALL CLAIMS AGAINST SEATADVISOR. IN RESPECT OF ANY DAMAGE WHATSOEVER IN CONNECTION WITH CPD'S USE OF SABO (WHETHER BASED UPON CONTRACT, TORT, NEGLIGENCE, WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY, AND/OR OTHERWISE AND WHETHER OR NOT SEATADVISOR HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE) RESULTING FROM, OR ARISING OUT OF, SEATADVISOR'S SERVICES OR CPD'S USE OF SABO.

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- 15. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Illinois, irrespective of Illinois 's conflict of law or choice-of-law principles. In the event of any claim or loss regarding this Agreement, the Circuit Court of ChampaignCounty, Illinois, or in the event of federal jurisdiction, the United States District Court for the Central District of Illinois, shall be the appropriate venue for any such claim or suit.
- 16. Entire Agreement. This Agreement and all docU1nents specifically referred to and executed in connection with this Agreement: (a) contain the entire and final Agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and (b) supersede all negotiations, stipulations, understandings, Agreements, representations and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement. This Agreement may be changed, modified or amended only by mutual written agreement executed by the Parties.
- 17. Compliance with Applicable Laws, Rules and Regulations. The Parties, and any subcontractor with which a Party may enter into any related Agreement shall comply with all applicable Federal, State and Local statutes, rules, regulations, ordinances and licensing requirements regarding the performance and carrying out of the terms of this Agreement.
- 18. <u>Independent Contractors</u>. Notwithstanding any other provision of this Agreement, the relationship between CPD and SA is, and shall remain, one of independent contractors. Nothing in this Agreement shall be constlued to establish a relationship of employer/employee, partners or joint ventures between the Parties.
- 19. Assignment. This Agreement shall not be assigned or delegated by either Party to any subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of the other Party, which shall not be unreasonably withheld. If CPD permits assignment of the services provided for hereunder at any one or more times, such assignment shall not be deemed permission to assign the performance of this Agreement at any other time or times.
- 20. Severability. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall therefore remain in effect.
- 21. <u>Waiver.</u> Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.
- 22. Counterparts. This Agreement shall be executed in any nU1nber of counterparts, each of which shall be deemed an original.
- 23. Attorney's Fees. The prevailing party(ies) in any litigation, arbitration, bankruptcy, insolvency or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement may recover from the unsuccessful party(ies) all costs, expenses, and actual attorney's fees (including expert witness and other consultants' fees and costs) relating

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SA Initials	

to or arising out of (a) the Proceeding (regardless of whether the Proceeding results in a judgment), and (b) any post-judgment or post-award proceeding including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding. All such judgments and awards shall contain a specific provision for the recovery of all such incurred costs, expenses, and actual attorney's fees.

24. Notices. Each notice and other communication required or permitted to be given under this Agreement ("Notice") must be in writing. Notice is deemed to be duly given to anotherparty upon: (a) hand delivery to the other party, (b) receipt by the other party when sent byfacsimile to the address and number for such party set forth below (provided, however, thatthe Notice sent in this manner is not effective unless a duplicate copy of the facsimile Noticeis promptly given by one of the other methods permitted under this paragraph), (c) four (4) business days after the Notice has been deposited with the United States postal service asfirst class certified mail, return receipt requested, postage prepaid, and addressed to the partyas set forth below, or (d) the next business day after the Notice has been deposited with areputable overnight delivery service, postage prepaid, addressed to the party as set forth below with next-business-day delivery guaranteed, provided that the sending party receives aconfirmation of delivery from the delivery-selvice-provider.

Each party shall make a reasonable, good faith effort to ensure that it will accept or receive Notices to it that are given in accordance with this paragraph. A party may change its address for purposes of this paragraph by giving the other party(ies) written notice of a new address in the manner set forth above.

To: SEATADVISOR INC.
2655 Camino Del Rio North
Suite 470
San Diego, CA 92108
(714) 442-2627 -- fax

To:

CHAMPAIGN PARK DISTRICT Attention: Executive Director 706 Kenwood Road Champaign, IL 61821 (217) 355-8421 -- fax

SeatAdvisor's Initials: Client's Initials:	
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SEATADVISOR, INC., a California Corporatio
Ву:
Brent Miller, President and CEO

CLIENT Initials_____SA Initials_____

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EXHIBIT A

Box Office Processing Fee

\$0.50 per ticket

CPD shall pay to SeatAdvisor a Box Office Ticket Processing Fee, which will be calculated based on the net tickets processed by Client using SABO. "Net tickets" is defined as [number of tickets soldless refunds, exchanges and up to 10% Complementary tickets per month]. Complementary tickets are defined as tickets sold at \$0. CPD shall be allotted 10% of its monthly ticket sales for Complementary tickets available for it to use at its discretion. Any Complementary tickets in excessof such 10% monthly allotment shall be charged \$0.50 per ticket Processing Fee.

CPD shall be charged a \$0.50 per ticket processing charge for Festival Passes sold through SABO. In the future, SeatAdvisor may enhance its subscription management functionality, and CPD shallhave the right to continue to utilize pass functionality as currently exists, or to create passes, whichmay contain more than one ticket, and be billed a processing fee commensurate with the number oftickets contained in the pass.

Credit Card Processing Fee-SeatAdvisor Merchant Account

If CPD uses SeatAdvisor's credit card merchant account for any Ticket sales, CPD shall pay SeatAdvisor 5% of the gross amount of all tickets and CPD extra charges/ fees (if any) processed.

Credit Card Processing Fee - Client Merchant Account

Charge-backs

In the event of a Patron credit card charge-back in connection with any order processed through SeatAdvisor's merchant account, SeatAdvisor will use reasonable efforts to resolve the charge-back issue. If SeatAdvisor is unable to reverse the Patron charge-back within five (5) days of receiving notification of such charge-back, SeatAdvisor is authorized to deduct the amount of any such charge-back from CPD's next payment, less any fees collected by SeatAdvisor in connection with such Patron order. If such funds are insufficient to cover all such chargebacks, CPD shall deliver the amount of the deficiency to SeatAdvisor within seventy-two (72) hours after notice by SeatAdvisor to CPD of the amount of the deficiency verified supporting documentation. In addition, SeatAdvisor will charge CPD a \$20 processing fee per chargeback occurrence. This processing fee will be assessed regardless of whether the charge back is reversed.

Training Fee

CPD shall pay SeatAdvisor \$0.00 for training. The training fee is waived. SeatAdvisor will provide CPD with:

- Up to 9 hours telephone training by a SeatAdvisor CPD Services representative to be used during the first year of this Agreement
- Import of CPD-supplied Patron Data list into SABO, provided such data is supplied in SeatAdvisor-specified format

Per Venue Setup Fee

\$50 General admission \$300 For SeatMap up to 500 seats \$600 For SeatMap up to 1,500 seats Over 1,500 seats: \$600 plus \$0.15 per seat over 1,500

Additional map layouts or changes for the same venue will be charged at 50% of the above prices.

50% surcharge on all rush maps.

Service and Support

CPD shall be solely responsible for all selvice, maintenance and support-related costs for its own computers, printers, CPD Internet connection(s), and any other CPD-owned hardware and software utilized to access and use SABO. SeatAdvisor will provide CPD with telephone and email support specifically related to the use of the SABO system. After the completion of the Set Up and Training services set forth in this Exhibit A, CPD shall maintain its own qualified personnel (or contract with a third-party service provider) who are trained in the operation of SABO for the purpose of on-going staff training, answering staff "how-to" questions, and addressing any other SABO usage-related issues; provided that, CPD can contact SeatAdvisor and obtain from it support.

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SA	Initials	

as needed. After the initial setup and training, any additional training will be billed at \$100/hr. or a full training can be scheduled for \$500.

Other Costs.

All costs and e:is'. Penses to be paid by CPD under this Agreement shall be due and payable within thirty (30) days after receipt of an invoice from SA.

INFORMATION CONTAINED IN THIS DOCUMENT IS INTENDED SOLELY FOR USE OF THE RECIPIENT(S) NAMED ABOVE AND IS CONFIDENTIAL. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE DO NOT READ, DISTRIBUTE, OR REPRODUCE THIS DOCUMENT. YOU ARE ADVISED THAT UNAUTHORIZED USE OF THIS INFORMATION BY ANY UNINTENDED RECIPIENT MAY BE UNLAWFUL AND COULD SUBJECT THE USER TO CIVIL DAMAGES AND OTHER PENALTIES.

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SA Initials_____



REPORT TO PARK BOARD

FROM:

Joe DeLuce, Executive Director

DATE:

July 20, 2016

SUBJECT: Distinguished Accreditation Program

Background

The Champaign Park District participates in the Illinois Distinguished Agency program which is sponsored by the Illinois Association of Park Districts and the Illinois Park and Recreation Association. The goal of the Illinois Distinguished Accreditation program is to improve the delivery of recreation services to the residents of Illinois through a voluntary comprehensive evaluation process. The desired result is to improve the quality of life for Illinois residents and to recognize those agencies that provide this quality service.

The Champaign Park District went through the initial accreditation in 1999 and was recognized as a distinguished agency from 2000 to 2005; recertified from 2006-2011; and recognized in the new accreditation process from 2012-2017. Now the Park District involved in the accreditation process for 2017-2022.

The process to apply for accreditation requires an application and a long list of standards which need to be met in order to be approved. As part of this process the Park Commissioners will be asked to review and approve numerous policies which need to be revised, updated or be created to meet the various standards.

Staff has revised the following Board policies:

- Acknowledgement of Gifts and Donations Policy
- Distribution of Board Policy Manual
- Distribution of Employment Policies and Procedures Manual
- District Wide Comprehensive/Strategic Plan Policy
- Employment of Certified/Professionally Trained Staff
- Intergovernmental Cooperation Policy
- Media Policy
- Meeting Agenda Format Policy
- Overtime and Compensatory Time Policy
- Payment of Employee Wages Policy
- Program Evaluations Policy

Prior Board Action

The Park Commissioners renewed numerous policies in 2011 and have periodically reviewed policies over the past few years.

Budget Impact

None.

Recommended Action

For discussion only.

Prepared by:

Reviewed by:

Cindy Harvey

Assistant to the Executive Director

Joe DeLuce, CPRP Executive Director

Acknowledgment of Gifts and Donations Policy

The purpose of this policy is to provide guidelines for recognizing gifts and donations.

The Park District may directly receive gifts and donations. All gifts and donations to The Champaign Parks Foundation shall be for the benefit of the Park District receive donations, when possible, on behalf of the Champaign Park District in accordance with the Foundation's Gift Acceptance and Disclosure Policies.

Scope

- 1. Acknowledgement of park amenities, such as trees and benches.
- 2. Acknowledgement of donated land, facilities or funds for land or facility construction.
- 3. Acknowledgement of donated funds for any Ppark Ddistrict programs or endeavor.

Procedure

- 1. Acknowledgement of park amenities shall be recognized by <u>installation of</u> a plaque if requested by the donor, and included in the <u>price value</u> of the amenity.
- 2. Acknowledgement of donated land or facilities or a majority of funds for land or facility construction shall be acknowledged by <u>installation of</u> a plaque and may <u>also</u> be acknowledged by naming the park or facility-<u>after as suggested by</u> the donor; <u>provided that</u>, <u>park naming shall be</u> (in accordance with the <u>District's</u> Park Naming Policy).
- 3. Acknowledgement of all donated funds, shall be acknowledged by with a thank you letter and accompanied by tax identification information unless otherwise approved by the Park Board of Commissioners and the Champaign Parks Foundation Board of Directors. For example: Naming opportunities for renovation of the Virginia Theatre.

Approved by Board of Commissioners
Revised by Board of Commissioners
Revised by Board of Commissioners
Revised by Board of Commissioners
August 10, 2016

<u>Timothy P. McMahon</u>Newton H. Dodds, President Director

Joseph C. DeLuceBobbie Herakovich, Executive

Distribution of Board Material Policy

Board <u>of Commissioners</u> meeting material shall be mailed, <u>emailed</u> or <u>delivered to Board members the</u> Friday before the Board meeting to allow time for study of items on the agenda.

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The material shall include the minutes of <u>previous</u>, meetings, the agenda for the coming meeting, and reports and proposals that will need advance study.

Delete

Upon request, local news media representatives and citizens may also obtain copies of Board materials from the Executive Director's office.

Approved by Board of Commissioners

September 14, 2005

Revised by Board of Commissioners

July 13, 2011

Revised by Board of Commissioners August 10, 2016

Timothy P. McMahon, President

Joseph C. DeLuce, Executive Director

Delete

District Wide Comprehensive/Strategic Plan Policy

The Board of Commissioners (Board) shall adopt and maintain at all times either a current District Wide Comprehensive Plan or Strategic Plan-at all times. The Plan shall be developed based on Board commissioner, staff and citizen assessments of the Park District's current and future park, cultural art, facility, and recreational needs. The Plan shall include, but not be limited to, a community profile and trends assessment, citizen input, Park District profile, mission statement, goals, objectives, capital projects and financial analysis. The Plan shall be updated at lease a minimum of every five (5) years and shall be published for public accessreview.

Approved by Board of Commissioners Revised by Board of Commissioners Revised by Board of Cmmissioners November 9, 2005 June 8, 2011 August 10, 2016

<u>Timothy P. McMahon</u>Newton H. Dodds, President

Joseph C. DeLuceBobbie Herakovich, Executive Director

Employment of Certified/Professionally Trained Staff

It shall be the policy of the Board of Commissioners of the Champaign-Park District that employee and staff recruitment be done-undertaken in accordance with appropriate guidelines that comply with all federal, state and Park District, state and federal requirements. The Board of Commissioners encourages the hiring of management and supervisory staff that are certified or professionally trained for their respective positions as recognized by standard professional associations for their individualin that field of work.

Approved by Board of Commissioners Revised by Board of Commissioners Revised by Board of Commissioners

Revised by Board of Commissioners

October 13, 1999 September 14, 2005

July 13, 2011 August 10, 2016

<u>Timothy P. McMahon, Newton H. Dodds</u>, President

<u>Joseph C. DeLuce,</u> <u>Bobbie Herakovich,</u> Executive Director

Intergovernmental Cooperation Policy

Intergovernmental Cooperation

To In order to promote and enhance efficient use of tax dollars and effective delivery of park, facility and recreation services, the Board of Commissioners and staff shall strive to develop intergovernmental cooperation agreements with local, state and federal government agencies.

Lending of Equipment

Lending and borrowing of equipment are common among governmental entities such as, <u>park</u> <u>Dd</u>istricts, <u>Ccities and Sschool Ddistricts</u>.

The Administrative staff will be empowered to both lean-lend and/or borrow equipment when determined it is deemed necessary by Administrative staff and approved by the Executive Director. The Administrative staff and Executive Director are similarly empowered to establish a-fair and equitable rate encharges for lending specialized pieces of equipment erand authorized to lend to loan such equipment with the exception of notwithout charging the requesting agencygovernmental entity, which in turn, will should reciprocate on a like basis at a later date.

Approved by Board of Commissioners

Revised by Board of Commissioners

November 9, 2005

July 13, 2011

Revised by Board of Commissioners

August 10, 2016

Newton H. Dodds Timothy P. McMahon, President

Bobbie Herakovich Joseph C. DeLuce, Executive Director

Meeting Agenda Format Policy

The Executive Director shall be responsible for preparing the agenda for each meeting, in cooperation with the President of the Board of Commissioners. When possible, copies of the agenda, minutes of previous meetings, and relevant supplementary information shall be mailed, emailed or delivered to each Board member the Friday before the board meeting.

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Agenda changes shall be made by formal request from the Executive Director, after conferring with the Board President; no additions may be made in the agenda later than forty-eight (48) hours before the Board meeting, except in cases of emergency.

Approved by Board of Commissioners

September 15, 2005

Revised by Board of Commissioners Revised by Board of Commissioners

July 13, 2011 August 10, 2016

Timothy P. McMahon, President

Joseph C. DeLuce, Executive Director

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Media Policy

The Champaign Park District seeks to establish and maintain a high level of public confidence and support in the conduct of its activities., and pProviding clear communications through the media is essential for sharing information with our-citizens. Long term success requires the Park District to provide complete, accurate, and timely information to ourthe public through the media. We firmly The Park District believes that the best communication occurs when staff is well-trained and encouraged to openly respond to appropriate questions from the media inquiries., at their appropriate level of responsibility and accountability.

The Park District's Executive Director is the official spokesperson for the Champaign Park District. In his or her their absence the unless suitably delegated toor at his or her direction, the Director of Marketing and Communications Marketing and Development Director or President of the Board of Commissioners shall shall respondfulfill this roll. If a reporter In the event a media representative approaches other staff, they are to respond withas follows: "I'm sorry but I am not the best person to answer that question. You may want to speak discuss this with the Park District's Executive Director, President of the Board of Commissioners or Director of Marketing and Communications Marketing & Development Director".

Approved by Board of Commissioners June 8, 2011
Revised by Board of Commissioners August 10, 2016

<u>Timothy P. McMahon</u>Newton H. Dodds, President Herakovich, Executive Director

Joseph C. DeLuce-

Bobbie

Overtime and Compensatory Time Policy

The Park District compensates all employees in accordance with the Fair Labor Standards Act (FLSA). In calculating overtime, wethe Park District exceeds the FLSA requirements.

Definitions:

Exempt Employee - An employee to whom the overtime provisions of the <u>FLSA</u>Fair Labor Standards Act do not apply.

Non-Exempt Employee - An employee subject to the overtime provisions of the <u>FLSA</u>Fair Labor Standards Act.

Workweek - The workweek begins at 12:01 am Monday and ends at 12:00 midnight the following Sunday.

Eligibility:

Non-exempt employees are entitled to overtime compensation or compensatory time off at the rate of one and one-half times their established pay rate, for work in excess of 40 hours in a single workweek. The FLSA does not require any leaves of absence such as vacation leave or sick leave to be considered as hours

worked for overtime purposes. Exempt employees are not eligible for overtime pay.

Overtime Obligations and Approval

Because of the nature of the Pparks and Rrecreation occupationsfield and the public services to be rendered, employeesyou may be required to work more than a number of your standard hours per workweek. Depending on the Park District's work needs, employees may be required to work overtime. Employees are required to work overtime when necessary, and any employee's unwillingness or refusal to do so may be cause for disciplinary action, up- uto and including termination.

For all non-exempt employees, prior approval of the employee's immediate supervisor is required before any non-exempt employee works overtime. Employees working overtime without approval may be subject to disciplinary action.

Approved by Board of Commissioners February 9, 2011
Revised by Board of Commissioners August 10, 2016

Timothy P. McMahonJane L. Solon, President

<u>Joseph C. DeLuce</u>Bobbie Herakovich, Executive Director

Payment of Employee Wages Policy

It shall be the policy of the Board of Commissioners (Board) to paycompensate Park District staffemployees with fair and competitive wages on a timely basis. The Executive Director shall prepare for the Board consideration and action-approval an annual guideline of wage and salary ranges from which the Board shall make such determination and appropriation staff shall be paid. Salary ranges for full-time and regular part-time employees shall be reviewed every two years.

Approved by Board of Commissioners
Revised by Board of Commissioners

October 13, 1999 September 14, 2005

Revised by Board of Commissioners
Revised by Board of Commissioners

July 13, 2011 June 22, 2016

<u>Timothy P. McMahon</u>Newton H. Dodds, President

<u>Joseph C. DeLuce</u>Bebbie Herakovich, Executive Director

Program Evaluations Policy

In order to <u>fulfillensure</u> the <u>Champaign</u>-Park District's is <u>fulfilling its</u>-purpose of providing quality programs, activities, and events for <u>theits</u>-community, the recreation department will conduct written program evaluations for all programs, activities and events.

Staff will <u>seek and</u> receive input from participants and/or parents of all programs, activities, and events <u>through evaluations</u>. Each program coordinator will add their comments and suggestions to the evaluations. The evaluations will be reviewed by the supervising program manager and forwarded to the Director of Recreation.

All program evaluations are to be submitted to the Director of Recreation at the end of each program brochure <u>period</u>session (fall, winter/spring and summer). The evaluations must be submitted within two weeks of the end of each program brochure <u>period</u>session and summarized in each <u>period</u>semester report.

Approved by Board of Commissioners Revised by Board of Commissioners Revised by Board of Commissioners Revised by Board of Commissioners August 11, 1999 November 9, 2005 June 8, 2011 August 10, 2016

Timothy P. McMahonNewton H. Dodds, President

Joseph C. DeLuceBobbie Herakovich, Executive Director