



**CHAMPAIGN
PARK DISTRICT**

AGENDA

**REGULAR BOARD MEETING
BRESNAN MEETING CENTER
706 Kenwood Road, Champaign, Illinois
Wednesday, March 8, 2017
7:00 p.m.**

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC

C. COMMUNICATIONS

The public has the opportunity to express views or make comments to the Board on agenda items or any other Park District issue. Comments must be limited to not more than three (3) minutes.

D. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of February 2017

E. EXECUTIVE DIRECTOR'S REPORT

1. Volunteer of the Month
2. Project Updates
3. General Announcements

F. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

G. REPORT OF OFFICERS

1. Attorney's Report
2. President's Report

H. CONSENT AGENDA

All items appearing below are considered routine by the Board and shall be enacted by one motion. If discussion is desired, that item shall be removed and discussed separately.

1. Minutes of the CPD/UPD Joint Board Meeting, December 1, 2016
2. Minutes of the Study Session, January 25, 2017
3. Minutes of the of the Regular Board Meeting, February 8, 2017
4. Minutes of the Executive Session, February 8, 2017
5. Minutes of the Study Session, February 22, 2017
6. Minutes of the Executive Session, February 22, 2017

I. NEW BUSINESS

1. Approval of Disbursements as of February 8, 2017
Staff recommends approval of disbursements for the period beginning February 8, 2017 and ending March 7, 2017. **(Roll Call Vote)**
2. Approval Naming the Park Area North of Trails of Abbey Fields as "Commissioners Park"
Staff recommends naming the park north of Trails at Abbey Fields "Commissioners Park".

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

3. Approval of Dental and Life Insurance Plans
Staff recommends approval of continuing dental and life insurance benefits at the current cost with The Principal Financial Group beginning May 1, 2017 and ending April 30, 2018.
4. Approval of the Adoption of Ordinance No. 619, an Ordinance Regulating Travel Reimbursements
Staff recommends approval adopting Ordinance No. 619, an ordinance regulating the reimbursement of all travel, meal, and lodging expenses of commissioners, officers and employees of the Champaign Park District in accordance with the Local Government Travel Control Act (Public Act 099-0604).
5. Approval of the Community Survey Questions
Staff recommends approval of the community survey questions as prepared by the U of I Office of Recreation and Park Resources.
6. Approval of an Amendment to the Agreement with Farnsworth Group for the Shop and Yard Expansion Project
Staff recommends the Board to approve the proposed contract amendment with Farnsworth Group and direct the Executive Director to sign the amended contract.
7. Approval Authorizing the Executive Director to Accept a Bid and Execute a Contract for the Lowest Electricity Rate from Bids
Staff recommends approval authorizing the Executive Director to accept the lowest electricity rate from bids received and enter into a contract which will be presented to the Board for approval and ratification at the April Board meeting.
8. Approval of an Agreement with Development Services Center for Park Walkers
Staff recommends the Board approve the agreement, with proposed changes including setting the pay rate increase at the base rate of \$12.94 per hour in 2017 and \$13.33 per hour in 2018, not to exceed \$20,000.00 for each fiscal year; setting the term of the agreement in 2017 to begin April 1 and 2018 to begin March 1, expiring October 31, 2018; increasing the pickup frequencies in Centennial Park during the months of June, July and August, Monday through Friday; and the revised language as recommended by PDRMA and Attorney Hall, and authorize the Executive Director to execute the agreement with DSC for an amount not to exceed \$20,000 for the 2017 and 2018 fiscal years.
9. Approval of a Bid for Eddie Albert Water Line Replacement
Staff recommends awarding the bid for the water line replacement in the Eddie Albert Garden in Dodds Park to the lowest responsible bidder that meets all required specifications, Vogelsang-Zindars Plumbing, Gifford, IL, at the bid amount of \$24,100 and authorize the Executive Director to enter into a contract for the work.
10. Approval of a Bid for Removal of the 3-Plex Light Poles
Staff recommends accepting the lowest responsible bid from Waters Electrical Contracting in the amount of \$32,895 and authorizing the Executive Director to enter into a contractual agreement for the work.
11. Approval to Sell Alcohol at the Major Midwest Cornhole Tournament
Staff recommends the Board approve the sale of alcohol at the Dodds Tennis Center during the Midwest Regional Cornhole (bags) Tournament at the Dodds Tennis Center on October 20 & 21, 2017.

12. Approval of an Agreement between the Park District and Game Day USA

Staff recommends approval of an agreement between the Park District and Game Day USA for the use of ball fields for tournament play for a period of three (3) years.

J. DISCUSSION ITEMS

K. COMMENTS FROM COMMISSIONERS

L. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Park. 120/2(c)(1) for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body; (c)(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired; and (c)(11) to address litigation that is probable and imminent.

M. RETURN TO REGULAR MEETING

N. ADJOURN

**URBANA PARK DISTRICT BOARD OF COMMISSIONERS
 MINUTES – CHAMPAIGN-URBANA SPECIAL RECREATION JOINT BOARD MEETING
 JOINT MEETING WITH CHAMPAIGN PARK DISTRICT BOARD
 THURSDAY, DECEMBER 1, 2016
 5:30 PM
 HAYS RECREATION CENTER
 1311 W. CHURCH
 CHAMPAIGN, IL 61821**

The Champaign-Urbana Special Recreation (CUSR) Joint Board Meeting of the Urbana Park District Board of Commissioners and Champaign Park District Board of Commissioners was held Thursday, December 1, 2016 at the Hays Recreation Center, 1311 W. Church, Champaign, IL at 5:30 pm. The notice and agenda of the meeting were posted at the park district administrative office and at the location of the meeting. Copies of the notice and agenda were received by each commissioner of the district and by local newspapers, radio, and television stations at least forty-eight hours before the meeting in compliance with the Open Meetings Act of the State of Illinois. A copy of the notice and agenda is attached to the minutes.

UPD COMMISSIONERS	PRESENT	ABSENT
President Michael Walker	X	
Vice-President Nancy Delcomyn	X	
Commissioner Lashaunda Cunningham	X	
Commissioner Bob Stewart	X	
Commissioner Meredith Blumthal	X	

CPD COMMISSIONERS	PRESENT	ABSENT
President Tim McMahon		X
Vice-President Craig Hays	X	
Commissioner Jane Solon		X
Commissioner Barbara Kuhl		X
Commissioner Alvin Griggs		X

Also present were:
 Tim Bartlett, Executive Director, UPD;
 Corky Emberson, Recreation Superintendent, UPD;
 Joe DeLuca, Executive Director, CPD;
 Caitlin Kost, Adult Coordinator, CUSR;
 Grace Rolnicki, Inclusion Coordinator, CUSR;
 Shelbie Kearfott, Athletics Coordinator, CUSR;
 Allison Jones served as Recorder.

A. Call to Order

President Walker and Vice-President Craig Hays co-chaired the meeting and called the meeting to order at 5:35 pm.

B. Introductions

1. Introduction of CUSR staff
2. Introduction of Board Members

Champaign Urbana Special Recreation, Urbana Park District, and Champaign Park District staff and Board members introduced themselves.

C. CUSR Year in Review Presentation and Awards

CUSR staff reviewed the 2016 Award Winners:

- Kaleb Bochantine – Youth Participant of the Year
- Cassie Stephens – Youth and Teen Staff of the Year
- CU-Able – Friend of the Year
- Anthony Schomburg – Adult Participant of the Year
- Vicki Politzer – Adult Staff of the Year
- Cory Wilson – Inclusion Staff of the Year
- Sophia Tomaso – Female Athlete of the Year
- Patrick Tessene – Male Athlete of the Year
- Sean O’Keefe – Athletics Staff of the Year
- Alpha Kappa Psi – Volunteer of the Year

Staff also reviewed highlights from 2016, including sports and athletics, Special Olympics, inclusion efforts, camps, special events, after school, adult programming, overnight trips, volunteers, partnerships, highlights from the Strategic Plan, grants, scholarships, participant numbers, new programs, program information, and transportation information.

D. Public Comments

There were no comments made from members of the public.

E. New Business

1. Approval of setting the 2017 Joint Meeting Date as Thursday, December 7, 2017 at 5:30 p.m.

COMMISSIONER BLUMTHAL MADE A MOTION WITH A SECOND BY COMMISSIONER STEWART TO ACCEPT THE PROPOSED MEETING DATE FOR THE JOINT CUSR MEETING IN 2017. ALL SAID “AYE”, MOTION CARRIED.

The Champaign Park District will consider the date at their next Board Meeting.

F. Comments from Commissioners

Commissioner Delcomyn noted CUSR’s success in 2016 at reaching more participants. Commissioner Stewart stated he was pleased to see more Urbana resident participation in particular.

President Walker and Commissioner Delcomyn noted the benefits and success of CUSR's inclusion efforts.

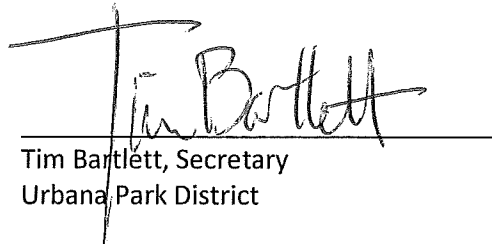
G. Adjourn

President Walker and Vice-President Craig Hays adjourned the meeting at 6:33 pm.

URBANA PARK DISTRICT



Michael W. Walker, President
Urbana Park District



Tim Bartlett, Secretary
Urbana Park District

Date Approved: 1/10/17

CHAMPAIGN PARK DISTRICT

Tim McMahon, President
Champaign Park District

Cindy Harvey, Secretary
Champaign Park District

Date Approved: _____

**CHAMPAIGN PARK DISTRICT
MINUTES OF STUDY SESSION
BOARD OF COMMISSIONERS**

January 25, 2017

The Champaign Park District Board of Commissioners held a Study Session on Wednesday, January 25, 2017 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Timothy P. McMahon presided over the meeting.

Present: President Timothy P. McMahon, Vice President Craig W. Hays, Commissioners Alvin S. Griggs, Barbara J. Kuhl and Jane L. Solon, Treasurer Gary Wackerlin, and Attorney Guy Hall.

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Kevin Crump, Director of Operations and Planning, Jameel Jones, Director of Recreation, Tammy Hoggatt, Director of Human Resources, and Andrew Weiss, Park Planner.

Kevin Miller, Park Board candidate, was in attendance.

Call to Order

President McMahon called the meeting to order at 5:30 p.m.

Comments from the Public

There were no comments from the public.

Introduction of Staff

Mr. Weiss, Park Planner, introduced park planners, Phil Burke and Bridgette Moen. He updated the Board on the planning staff's duties and responsibilities, completed projects and upcoming projects.

Discussion

Community Survey

Mr. DeLuce introduced Messrs. Robin Hall and Jarrod Scheunemann of the Office of Recreation and Park Resources (ORPR) at the University of Illinois, who will conduct the Park District's community-wide survey. Mr. DeLuce indicated that the Park District wants to focus on Spalding Park, however, solicit feedback from the entire community.

Mr. Scheunemann and Mr. Robin Hall discussed the methods and process for compiling and conducting a community-wide survey. The survey will emphasize Spalding Park, it will include the rest of the community to continue building upon benchmarks received from previous surveys. Mr. Scheunemann reported that the focus tonight is to receive Board's ideas and questions about amenities and other items specifically related to Spalding Park and possibly Human Kinetics Park.

Mr. Robin Hall stated that interviews are held with individual commissioners and meetings with staff to gather input. The last survey was conducted in 2011 and ORPR will use many of the questions from that survey for historical purposes with the new survey. The process includes hiring a professional firm to draw a random sampling of the community. Potential respondents will receive a postcard information them about the upcoming survey which will follow three to four days later. The survey response can be returned either by hard copy or online. ORPR will assure that all Spalding Park neighbors receive a survey.

Mr. DeLuce discussed the types of questions that Board feedback is desired on, including whether there is a need for a community center in Spalding Park and types of amenities. Those are the types of questions that ORPR needs feedback on and input from the residents.

Commissioner Kuhl stated that she reviewed the survey from 2011. She thinks that it is important to stay in the context of what the Board's missions and goals are now. She does not feel that it is necessary to include questions about Douglass Park, Sholem Aquatics Center or a referendum in the survey. She would prefer to see a question about whether residents would like to see an indoor or outdoor pool and specific questions addressing amenities that the Board has already given some thought to in order to gauge community survey.

Vice President Hays concurred with Commissioner Kuhl. He asked about the questions for the survey and a number of pertinent details, including typical response rates.

Mr. Scheunemann reported that the typical response rate is 12 to 15%. Approximately 3,000 to 4,000 survey are sent out and normally 350 to 500 responses are received. Mr. Scheunemann also discussed conducting an e-mail sampling. He reported that 385 responses are required to generalize the population. He also reported that it is possible to distinguish the Spalding residents by using a specific identifier in a code.

Mr. Robin Hall also stated that although the Board may not want to have a question about a referendum, he encourage the Board to give some thought about including questions about paying for desired amenities.

Commissioner Solon commented regarding past survey methodologies. Commissioner Griggs stated that he would like to stay away from the issue of a tax referendum.

President McMahon inquired about how the survey questionnaire will be compiled, the type of questions, length of time it will take to complete the survey, how many pages it will be, and turnaround time for the survey. He also asked what happens if less than the total desired responses are received. Mr. Scheunemann responded that the survey questionnaire will be six pages or less. The survey will include various types of questions as well as an opportunity to respond with open answers. It will take 10 to 15 minutes to complete the survey. He stated that the survey process from beginning to end takes about 16-20 weeks to complete. The targeted completion date is the beginning of May 2017. If an undesired response rate is received, ORPR will follow up with residents the initial survey was sent to and, if needed, send out more surveys. That could add two to four weeks to the completion schedule.

Commissioner Kuhl asked if the Board would get the opportunity to review the survey before it goes out. Mr. Robin Hall responded, "yes," The Board will approve the survey before it goes out.

The Board thanked Mr. Hall and Mr. Scheunemann for the presentation.

Health Insurance for Employees Update

Mr. Hoggatt presented the report. She reported that this item will be presented to the City Council for approval at its February 6, 2017 City Council meeting. Mr. DeLuce stated that staff is seeking consensus to move this item forward for Board approval.

It was the consensus of the Board to place this item on a future agenda.

Revision and Amendment to the Bereavement Policy in the Employment Policies and Procedures Manual

Mr. DeLuce presented the staff report. The state law changed. Discussion ensued. Commissioner Kuhl suggested change to the placement of the language where a child's association with the employee is defined.

It was the consensus of the Board to place this item on a future agenda.

Website Privacy Policy

Ms. Hoggatt presented the report. She stated that this was suggested by the maintenance handling out website.

It was the consensus of the Board to place this item on a future agenda.

Resolution to Commitment Excess Reserves for the Future Development of a Park North of Trails at Abbey Fields Subdivision

Ms. Wallace presented the staff report. She reported that this act is to have the Board formally make a commitment to reserve the funds to set aside and have available when the trails project gets underway. Discussion ensued.

It was the consensus of the Board to place this item on future agenda.

Presentation

Tatyana McFadden

Mr. DeLuce reported that Ms. McFadden was unable to attend the October 1, 2017 event to induct local Olympic and Paralympic athletes to the Olympic Tribute at Dodds Park. Ms. McFadden attended this meeting.

President McMahon read a brief biography of Ms. McFadden's accomplishments. He concluded by stating that the Park District is delighted to be able to honor her achievements to the Dodds Park Tribute for Olympic and Paralympic Athletes.

Olympian Mark Johnson presented the award to Ms. McFadden. Ms. McFadden thanked the Park District for the recognition especially for the Paralympian Athletics and made briefing remarks thanking the Park District for all it does.

FY18 – FY23 Capital Improvement Plan

Mr. DeLuce presented the report. He stated that this is a continuation of the discussion held at prior meetings. Discussion ensued about whether to fund certain projects with new money or reserve funds; classification of projects; balancing and shifting funds; prioritization of projects; how funds are determined for various projects; unbudgeted large capital project; and other matters related to the capital plan. After discussion, it was the consensus of the Board to move forward with the version 3 of the capital plan and include the \$98,000 of items.

Discussion ensued about the following large capital projects: Spalding Park improvements, Operations and Shop Expansion, Greenbelt Bikeway connection, and lights for the 3-plex. It was the Board recommendation to postpone moving forward with improvements to Spalding Park, expansion of the Operations and Shop Expansion and Greenbelt Bikeway connection. It was the consensus of the Board to move forward with \$525,000 for lights at the 3-plex in Dodds Park. Commissioner Kuhl expressed concern about the projected cost of the Operations and Shop expansion.

Comments from Commissioners

Commissioner Kuhl commented that the 2017 IAPD/IPRA Annual Conference was great. She learned new things, and enjoyed the opportunity to spend time with staff. Commissioner Griggs noted that the Park District received several awards during conference.

Mr. DeLuce updated the Board on the safety plan for the upcoming Ricky Skaggs concert at the Virginia Theatre.

Adjourn

There being no further items to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Commissioner Griggs. The motion passed 5-0 and the meeting was adjourned at 6:55 p.m.

Timothy P. McMahon, President

Cindy Harvey, Secretary

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE REGULAR BOARD MEETING
BOARD OF PARK COMMISSIONERS**

February 8, 2017

The Champaign Park District Board of Commissioners held a Regular Board meeting on Wednesday, February 8, 2017 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President McMahon presided over the meeting.

Present: President Timothy P. McMahon, Vice President Craig Hays, Commissioners Alvin S. Griggs, Barbara J. Kuhn, and Jane L. Solon, Treasurer Gary Wackerlin and Attorney Guy Hall.

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Kevin Crump, Director of Operations and Planning, Tammy Hoggatt, Director of Human Resources and Chelsea Norton, Director of Marketing and Communications.

Call to Order

President McMahon called the meeting to order at 7:00 p.m.

Presentations

None.

Comments from the Public

Erick Johnson, 1014 Kerr Avenue, Urbana, addressed the Board about the need for a longer baseball season for children to play baseball and the need for additional space for baseball.

President McMahon thanked Mr. Johnson for his comments. Mr. DeLuce reported that staff will follow up with Mr. Johnson to discuss his concerns.

Communications

President McMahon circulated the communications.

Commissioner Solon arrived to the meeting at 7:10 p.m.

Treasurer's Report

Treasurer Wackerlin presented the Treasurer's Report for the month of January 2017. He stated the Park District's finances have been reviewed and found to be in appropriate order.

Vice President Hays made a motion to accept the Treasurer's Report for the month of January 2017. The motion was seconded by Commissioner Solon. The motion passed 5-0.

Executive Director's Report

Project Updates

Mr. DeLuce distributed a list of project updates to the Board. He asked the Board members to let him know if they had any questions regarding the projects.

General Announcements

Mr. DeLuce reported that the Illinois Association of Park Districts Legislative Breakfast will be held on March 13, 2017 at 8:00 a.m. at the Urbana Park District's Planning and Operations Facility. He asked the Board members to let Ms. Harvey know if they will be attending the Breakfast.

Mr. DeLuce stated that spring break is the same week as the regularly scheduled study session. Discussion ensued. It was determined the meeting would be scheduled for a different date, if a study session is held.

Committee Report

Champaign Parks Foundation

Vice President Hays reported the Foundation Board does not meet until March 13, 2017. He stated that the meeting will be held at the Virginia Theatre to see the new furnishings that have been installed.

Report of Officers

Attorney's Report

Attorney Hall reported that the F.E. Moran contract matters have been resolved and the contract has been finalized.

President's Report

None.

Consent Agenda

President McMahon stated that all items on the Consent Agenda are considered routine and shall be acted upon by one motion. If discussion is desired, that item shall be removed and discussed separately.

1. Approval of Minutes of the Regular Board Meeting, January 11, 2017
2. Approval of Minutes of the Executive Session, January 11, 2017
3. Approval of Health Insurance Rates for 2017/2018
4. Approval of Revision to the Bereavement Policy in the Employment Policies and Procedures Manual
5. Approval of a Website Privacy Policy
6. Approval of a Resolution to Commit Excess Reserves for the Future Development of a Park North of Trails at Abbey Fields Subdivision

Commissioner Griggs made a motion to approve Consent Agenda Items. The motion was seconded by Vice President Hays. The motion passed 5-0.

New Business

Approval of Disbursements as of February 7, 2017

President McMahon stated that staff recommended approval of the list of disbursements for the period beginning January 11, 2017 and ending February 7, 2017. Discussion ensued. Staff responded to questions about various purchases.

Commissioner Kuhl made a motion to approve the list of disbursements for the period beginning January 11, 2017 and ending February 7, 2017. The motion was seconded by Commissioner Griggs. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Griggs – yes; Vice President Hays – yes; President McMahon – yes; and Barbara J. Kuhl – yes.

Approval of a Letter to Endorse Age-Friendly Champaign-Urbana

Mr. DeLuce presented the report. He is on a committee that is working with the World Health Organization (WHO) and AARP to designate Champaign-Urbana as an Age-Friendly Community. There is no financial commitment to participate. Mr. DeLuce stated that the committee is requesting a letter of support from the Board to endorse its efforts.

Commissioner Griggs made a motion to approve endorsement of the efforts to obtain the World Health Organization (WHO) and AARP designation as an Age-Friendly Community. The motion was seconded by Vice President Hays. The motion passed 5-0.

Approval of a Resolution and Authorization to file the Abatement Certificate for Series 2013A Bond

Mr. DeLuce reported that this is an annual matter.

Commissioner Kuhl made a motion to approve a resolution and authorization for staff to file the Abatement Certificate for Series 2013A Bond. The motion was seconded by Commissioner Solon. The motion passed 5-0.

Approval of 2017-2018 Program Guide Printing and Mail Preparation Bid

Ms. Norton presented the report. She reported that the low bid was submitted by the same printer who was awarded the bid last year for the full color guide. The overall cost increase is approximately \$500.00. Ms. Norton reported that staff pursued options to improve the guide. A survey conducted two years ago showed that residents responding indicated that they keep the guides for two to three months. She stated that marketing staff determined that having the guide printed on a heavier paper may increase durability and readability. Ms. Norton reported that Alternate A, is for a heavier paper for which the lowest bid is an additional \$3,295.00 annually in addition to the \$47,570.00 for the base bid. Staff recommended approval. Discussion ensued about residents receiving the guide via mail versus electronically, and whether there is a way to exclude certain zip codes where usage is low. Ms. Norton stated that there may be ways to reduce carrier routes and that she will follow-up.

Commissioner Kuhl made a motion to award the base bid for brochure printing and mailing preparation to the lowest responsible bidder, Woodward Printing, in the amount of \$47,570.00 for all three issues with an additional cost of \$3,295.00 for Alternate A, a heavier paper. Total cost for the three issues with Alternate A is \$50,865.00. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

Approval of 2018-2023 Capital Improvement Plan

Mr. DeLuce presented the report. Based on Board feedback, the plan has been revised to move the Springer Cultural Center roof into new funds; added \$98,000 items to next year from future years, and added the 3-plex lights to the large reserve fund. He also reviewed corrected pages 4, 12 and 15.

Vice President Hays stated that most of the corrections or suggestions were initiated by him. He stated that Page 4 was revised to include the breakdown of new funds and from carryover/reserves and Page 15 to place refurbishment of the tennis courts at Spalding Park on hold due to ongoing discussion with Champaign Unit 4. Ms. Wallace reported that on Page 12 the equipment replacement schedule was updated.

Discussion ensued. Commissioner Kuhl asked about the decision to replace the roof at the Dodds Tennis Center before the roof at the Virginia Theatre. She stated that a roof leak would do more damage to the Virginia Theatre than the Dodds Tennis Center. Mr. Crump stated that repairs have been made to the Virginia Theatre over the past years. Commissioner Kuhl expressed concern about whether rental of portable potties can come out of ADA funds. Mr. DeLuce stated that this change was made last year. He stated that ADA portable potties are used at events. All ADA funds are in capital. Commissioner Kuhl inquired about the \$100,000 transfer from general fund to land acquisition that will come from operating budget in FY18. Ms. Wallace stated that the funds will come out of new money for next year and will show as a transfer.

Commissioner Solon inquired about the replacement schedule for Truck #19. She stated that it appears that the Park District has spent considerable dollars on repairing the vehicle. Mr. Crump stated that the will follow up. Commissioner Solon asked for confirmation that items allocated in the capital plan for future years is forecasted, but not final.

Commissioner Griggs made a motion to approve the 2018-2023 Capital Improvement Plan. The motion was seconded by Commissioner Kuhl. The motion passed 5-0.

Old Business

None.

Discussion Items

None.

Comments from Commissioners

Commissioner Griggs reported that the Champaign County Design and Conservation (CCDC) Foundation met today. He stated that the purpose of CCDC is to beautify Champaign County. Commissioner Griggs reported that CCDC has an awards program to recognize entities in the County. He would like the Park District to get involved in the program as it has projects that will meet the criteria. Commissioner Griggs will forward information to staff.

Executive Session

Commissioner Kuhl moved as set forth below to convene into Executive Session. The motion was seconded by Commissioner Griggs. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Griggs – yes; Vice President Hays – yes; President McMahon – yes; and Barbara J. Kuhl – yes. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(5) for the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

Return to Regular Meeting

Following the adjournment of the Executive Session, the Board reconvened in open meeting.

Adjourn

There being no further business to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Commissioner Griggs. The motion passed 5-0 and the meeting was adjourned at 9:15 p.m.

Timothy P. McMahon, President

Cindy Harvey, Secretary

**CHAMPAIGN PARK DISTRICT
MINUTES OF STUDY SESSION
BOARD OF COMMISSIONERS**

February 22, 2017

The Champaign Park District Board of Commissioners held a Study Session on Wednesday, February 22, 2017 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Timothy P. McMahon presided over the meeting.

Present: President Timothy P. McMahon, Vice President Craig W. Hays, Commissioners Alvin S. Griggs, Barbara J. Kuhl and Jane L. Solon, Treasurer Gary Wackerlin and Attorney Guy Hall.

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Kevin Crump, Director of Operations, Andrew Weiss, Director of Planning, and Tammy Hoggatt, Director of Human Resources.

Kevin Miller, Park Board candidate, and Tim Mitchell, reporter with *The News-Gazette*, were in attendance.

Call to Order

President McMahon called the meeting to order at 5:30 p.m.

Presentation

Greenbelt Bikeway Trail Connection

Mr. DeLuce reported a priority for the Board and staff is Heritage Park and the connection between Heritage Park and Kaufman Lake Park. The Park District contracted with Clark Dietz Engineering to study the feasibility of alternative routing for the Greenbelt Bikeway Trail Connection located under Interstate 72 between Heritage Park and Kaufman Park. Mr. DeLuce introduced Mr. Sean Widener with Clark Dietz who presented the preliminary findings to the Board.

Mr. Widener a Power Point presentation and responded to questions about the Greenbelt Bikeway Preliminary findings. He discussed the project understanding; alternate route analysis; preliminary findings; and funding opportunities. Mr. Widener identified several project stakeholders that could be involved in the project depending on the options considered. The design considerations for the project include accessibility and safety of the route, and constructability aspects of the options. He reviewed the original set of IDOT plans from the 1960s-1070s and pictures of the current path.

Mr. Widener discussed the options and concerns associated with fixing the culvert under 1-72 or building a new culvert through the bridge embankment. Clark Dietz recommends no future action to look at a culvert option. He presented two alternate route options for connecting Heritage and Kaufman Park. Option A would utilize the existing Kaufman Lake access road to the south, the land to the west of the CN Railroad and the existing trail alignment to the north. Option B would utilize the existing Kaufman Lake access road to the south, the area to the east of the CN Railroad, the existing underpass structure and the existing trail alignment to the north. He discussed the pros and cons of both options. Clark Dietz recommends utilizing Option A. The preliminary estimated cost of Option A is \$500,000. He also discussed an Alternate A, new bridge over the Copper Slough drainage ditch for a preliminary estimated cost of \$200,000. The overall base plus the alternate would be approximately \$800,000. Mr. Widener reported that possible funding opportunities include Federal Rail Safety Funds and Illinois Transportation Enhancement Program grants through the Illinois Department of Transportation as well as a Recreation Trails Program grant through Illinois Department of Natural Resources. Discussion ensued. Mr. Widener responded to questions about the railroad crossing, grants, and stakeholder interests.

Commissioner Kuhl commented that she favored the proposed project and that it would provide a desired connection between Heritage and Kaufman Parks. It will flow into the Park District trails plans. She considers it a worthy project.

Commissioner Griggs asked if the project has been discussed the Champaign County Regional Planning Commission (CCRPC). Mr. Weiss reported that the project has been discussed with the CCRPC and that the connection was cited as the most popular trails connection in the Trails Plan that the residents would like to see completed.

Mr. DeLuce asked the Board whether staff should continue the process for this project. He stated that staff could develop the project further, work with stakeholders and pursue possible grants. Discussion ensued. It was the consensus of the Board that staff work on a proposed budget.

President McMahon thanked for Mr. Widener for the very detailed presentation.

Comments from the Public

There were no comments from the public.

Discussion

Ordinance Regulating Travel Expense Reimbursements

Mr. DeLuce presented the report. He reported that the ordinance was updated based on prior Board feedback. Discussion ensued. It was suggested that the ordinance include language that any exception to the policy pertaining to the executive director will have to be approved by the Board. Mr. Hall provided clarification of the reimbursable expenses for employees, officers and board members.

It was the consensus of the Board that this item be placed on the March 8, 2017 agenda for approval.

Naming of a Park North of Abbey Trails Subdivision

Mr. DeLuce presented the report. He reported that the planning and other staff came up with a selection of different names for the park. Mr. DeLuce stated an Abbey Fields Subdivision residents provided a few different names. Discussion ensued. It was the consensus of the Board that the park north of Abbey Trails Subdivision be named "Commissioners Park."

It was the consensus of the Board that this item be placed on the March 8, 2017 agenda for approval.

Champaign Parks Foundation 3rd Quarterly Financial Update

Ms. Wallace presented the report. She reported that the update if for the nine months ended January 31, 2017. Discussion ensued.

Commissioner Kuhl asked about the donation from Midland States Bank. Ms. Wallace reported that staff is following up with Midland State Bank representatives about the grant.

Vice President Hays announced that the Foundation fundraiser will be held April 1, 2017 at the City Center. He stated that VIP tickets are \$50 and general admission is \$10. The band is Mike and Joe and Scotty's Brewhouse is a sponsor of the event.

Champaign Park District 3rd Quarterly Financial Update

Ms. Wallace presented the report. She reported that the interest income revenue for this year has exceeded budget due to an increase in interest rates. Ms. Wallace reported that the insurance premium for the liability insurance fund increased approximately 20% for various reasons. She stated updated the Board on the IMRF rates for employees and the employer for the past and current fiscal year. The Park District has spent more this year in scholarships over the prior year. She indicated that everything else is on track and the update is through January 31, 2017. Finally,

Ms. Wallace discussed the different reports included in the update.

Mr. DeLuce reported that staff is researching rates of liability insurance. He discussed the different options available to park districts.

Comments from Commissioners

None.

Executive Session

Commissioner Solon moved as set forth below to convene into Executive Session. The motion was seconded by Commissioner Griggs. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Griggs – yes; Vice President Hays – yes; President McMahon – yes; and Barbara J. Kuhl – yes. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired.

Return to Regular Meeting

Following the adjournment of the Executive Session, the Board reconvened in open meeting.

Adjourn

There being no further items to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Vice President Hays. The motion passed 5-0 and the meeting was adjourned at 7:36 p.m.

Timothy P. McMahon, President

Cindy Harvey, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: March 3, 2017

SUBJECT: Approval to Name the Park North of Trails at Abbey Fields "Commissioners Park"

Background

Late last year Illinois Department of Natural Resources (IDNR) and National Park Service (NPS) approved the Park District's land conversion application; a ruling was made that 20 acres of land directly north of Trails of Abbey Fields subdivision are a suitable replacement for 6.4 acres of Dodds Park fronting Bradley Avenue. As we move forward developing this new recreational area, per *Champaign Park District Naming of Parks and Facilities Policy* guideline, "a permanent [park] name shall be assigned as soon as possible" (II/1).

Prior Board Action

While no formal action has been made, direction was given at the February 22, 2017 Study Session to approve the name "Commissioners Park."

Budget Impact

A temporary park sign with the new name will be installed on site.

Recommendation

Staff recommends naming the park north of Trails at Abbey Fields "Commissioners Park".

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Joe DeLuce
Executive Director



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: March 2, 2017

SUBJECT: Group Dental and Life Insurance Rates for 2017/2018

Background

The Champaign Park District (Park District) currently provides Dental and Life insurance for full-time 1 (FT1) employees. The cost for this benefit is allocated in the General, Recreation, Museum, and Special Recreation budgets. The Park District's current employee dental insurance and group term life insurance with The Principal Financial Group (Principal) will expire April 30, 2017.

Currently, 71 FT1 employees are eligible for the group dental and life insurance plans. For this current proposal, quotes were received from our insurance broker, Wells Fargo, with updated rates while keeping the same benefits. The increases are due to the past experience of the plan and average age of Park District staff.

Principal has proposed a one year rate guarantee on all three lines of coverage at a 1% rate increase in dental, a 7% increase in group life rates, and voluntary life coverage will remain steady at a 0% increase.

Prior Board Action

The Board approved the life and dental benefits with Principal last year with no increases. In 2015, the Park District experienced a 5% increase in dental rates only. Additionally, in 2014 the increases were 6.5% for dental benefits and 12.5% for life insurance.

Budget Impact

Annually, the current cost of dental insurance benefits for employees is \$23,484.84. In addition, the current annual cost of the life insurance benefits is \$10,406.160. The increases for these two lines of coverage is estimated to cost the Park District \$963.00 over the next fiscal year.

Recommended Action

Staff recommends approval of continuing the dental and life insurance benefits at the increased rates with a one year guaranteed rate beginning May 1, 2017 and ending April 30, 2018.

Prepared by:

Reviewed by:

Tammy Hoggatt, SPHR SHRM-SCP
Director of Human Resources

Joe DeLuce, CPRP
Executive Director

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.



**CHAMPAIGN
PARK DISTRICT**

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: February 27, 2017

SUBJECT: Ordinance No. 619, an Ordinance Regulating the Reimbursement of all Travel, Meal, and Lodging Expenses of Commissioners, Officers and Employees of the Champaign Park District in accordance with the Local Government Travel Control Act (Public Act 099-0604)

Background

The governor signed Public Act 99-604 into law on July 22, 2016. The new law, called the "Local Government Travel Expense Control Act," went into effect January 1, 2017. The Act requires public agencies to regulate the reimbursement of "travel, meal, and lodging expenses" (travel expenses) of "employees and officers" of a local public agency through the adoption of an ordinance or resolution.

Prior Board Action

This items was discussed at the January 11, 2017 Regular Board meeting and the February 22, 2017 Study Session.

Budget Impact

None.

Recommended Action

Staff recommends that the Board approve Ordinance No. 619, an ordinance regulating the reimbursement of all travel, meal, and lodging expenses of commissioners, officers and employees of the Champaign Park District in accordance with the Local Government Travel Control Act.

Prepared by:

Reviewed by:

Cindy Harvey
Assistant to the Executive Director

Joe DeLuce
Executive Director

ORDINANCE NO. ~~_____~~ 619

AN ORDINANCE REGULATING THE REIMBURSEMENT OF ALL TRAVEL, MEAL, AND LODGING EXPENSES OF COMMISSIONERS, OFFICERS AND EMPLOYEES OF THE CHAMPAIGN PARK DISTRICT IN ACCORDANCE WITH THE LOCAL GOVERNMENT TRAVEL EXPENSE CONTROL ACT (PUBLIC ACT 099-0604).

WHEREAS, the Champaign Park District is a non-home rule unit of local government; and

WHEREAS, Public Act 099-0604 established the Local Government Travel Expense Control Act, which requires all non-home rule units of local government to adopt by resolution or ordinance a policy governing reimbursement of all travel, meal, and lodging expenses of officers and employees; and

WHEREAS, the Board of Commissioners of the Champaign Park District will reimburse commissioners, officers, and employees travel, meal, and lodging expenses incurred in connection with ~~preapproved~~-travel, meal, and lodging expenses incurred on behalf of the Park District; and

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Park Commissioners of the Champaign Park District, Champaign County, Illinois as follows:

Section 1: Definitions

The following words, terms and phrases, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

"Travel" means any expenditure directly incident to official travel by employees and officers of the Park District or by wards or charges of the Park District involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

Section 2: Official Business for which Expenses May Be Reimbursed

(1) Travel, meal and lodging expenses shall be reimbursed for commissioners, ~~and~~ officers and employees of Park District only for purposes of official business conducted on behalf of the Park District, which includes, but is not limited to, offsite or out-of-town meetings related to official business and pre-approved seminars, conferences and other educational events related to the commissioner's, employee's or officer's official duties. ~~No A~~ Park District commissioner, officer or employee shall not be reimbursed for any entertainment expense unless such expense is ancillary to the purpose of the program or event.

Section 3: Maximum Allowable Reimbursement for Expenses

(1) The maximum reimbursement for use of a privately owned automobile for Park District commissioners or officers will be the mileage rate determined by the most recently published IRS Standard Mileage Rates for Business at the time the expense was incurred. Park District employees shall use a Park District vehicle, unless otherwise approved by the Executive Director.

(2) The maximum reimbursement for airfare for commissioners or officers will be the lowest available airfare that reasonably meets business travel needs. Park District employees shall use a P-card to pay for airfare expenses. Travelers are encouraged to book flights at least thirty (30) days in advance to avoid premium airfare pricing. Only coach or economy tickets will be paid or reimbursed. The Park District will also reimburse baggage fees up to one bag each way, if such fee is not already included in the airfare.

(3) The commissioners or officers will be reimbursed for a standard single-room at locations convenient to the business activity. Park District employees shall use a P-card to pay for lodging expenses. Hotel/motel accommodations are to be reserved in advance and secured at a moderate or conference rate. Reimbursement for lodging shall be limited to the number of nights required to conduct the assigned Park District business. In the event of a change in plans or a cancellation, the traveler must cancel the hotel/motel reservation so as not to incur cancellation charges. Cancellation charges will not be reimbursed by the Park District unless approved by a vote of the Board of Commissioners, the Executive Director, and in the case of a cancellation by the Executive Director, unless approved by the Board of Park Commissioners.

(4) Meal reimbursement shall not exceed the ~~meal~~ maximum per diem meal amount for the locality of the destination ~~locality~~ as set by the Board of Park Commissioners, which will be determined using the current U.S. General Services Administration (GSA) regulations. Meals provided by the conference or seminar should be deducted from ~~the any~~ per diem allowance, as applicable. Proper use of per diem funds shall be documented by providing suitable receipts. Any unspent per diem amount shall be promptly returned to the Park District. In the event of failure to provide the required receipts, the per diem funds will be treated as taxable benefits.

(5) Parking fees at a hotel/motel will be reimbursed only with presentation of a receipt.

Section 4: Approval of Expenses That Exceed the Maximum Amount Appropriated and/or Allowed

The Board of Park Commissioners must approve the following reimbursements for travel, including meals or lodging, by a roll call vote at an open meeting:

(1) Any reimbursable expense of an officer or employee that exceeds the maximum amount appropriated and/or allowed;

(2) Any reimbursable expense of any member of the Board of Park Commissioners ~~or~~ officers.

Section 5: Documentation of Expenses

Before any reimbursable expenses for travel, meals, or lodging may be approved, the following minimum documentation must first be submitted, in writing, using the Park District's Reimbursement Request Form (Attachment A).

(1) ~~And~~ estimate of the cost of travel, meals or lodging if expenses have not been incurred or a receipt of the cost of the travel, meals or lodging if the expenses have already been incurred;

(2) The name of the individual who received or is requesting the travel, meal or lodging expense;

(3) The job title or office of the individual who received or is requesting the travel, meal or lodging expense; and

(4) The date or dates and nature of the official business in which the travel, meal or lodging expense was or will be expended.

All documents and information submitted under this Section are public records subject to disclosure under the Freedom of Information Act, 5 ILCS 140/1, *et seq.*

Section 6: Effective Date

This Ordinance shall be in full force and effect as of January 1, 2017.

PASSED AND ADOPTED this ____th day of ~~January~~ March 2017 pursuant to a roll call vote by the Board of Park Commissioners, Champaign County, Illinois.

(SEAL)

APPROVED:

Timothy P. McMahon, President

ATTEST:

Cindy Harvey, Secretary

Attachment A

Champaign Park District

Travel, Meal and Lodging Expense Reimbursement Form

Name of Official or Employee: _____

Title/Position of Official or Employees: _____

Name and Date of the Activity/Event: _____

Check Number (if applicable): _____

Credit Card Receipt Number (if applicable): _____

Description of the purpose of the expense: _____

Reimbursement Expense (Estimated Costs or Actual Costs with receipts, if applicable):

Mileage: _____ Meals: _____

Parking: _____ Hotel/Lodging: _____

Airfare: _____

Other Transportation (bus, train, taxi, shuttle, etc.): _____

Employee's/Officer's Name _____ Date _____
(Print)

Employee's/Officer's _____ Date _____
(Signature)

Executive Director's Authorization: _____ Date: _____

Attach all receipts



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: March 3, 2017
SUBJECT: Approval of the Community Survey

Background

The Park District contracted with the U of I Office of Recreation and Park Resources (ORPR) to design, develop and administer a community-wide survey.

Prior Board Action

At the January 25, 2017 Study Session, ORPR staff solicited Board input regarding the survey questions.

Budget Impact

The total cost to conduct the survey is \$8,000.00.

Recommendation

Staff recommends approval of the community survey questions as prepared by the U of I Office of Recreation and Park Resources.

Prepared by:

Reviewed by:

Cindy Harvey
Assistant to the Executive Director

Joe DeLuce
Executive Director



**CHAMPAIGN
PARK DISTRICT**

COMMUNITY SURVEY

Project Coordinated By: Office of Recreation & Park Resources, University of Illinois

1. During the last 12 months, approximately **HOW MANY TIMES** have members in your household visited or participated in the following: *(Check one box that best applies for each service area.)*

Household Participation	More than 25 times	11-25 times	6-10 times	1-5 times	None
Champaign Park District (CPD) Programs & Events					
Champaign Park District Indoor Facilities					
Champaign Park District Parks &/or Natural Areas					
Champaign Park District Playgrounds					
CPD Outdoor Athletic Fields &/or Courts					
Champaign Park District's Virginia Theatre					

2. If members in your household **have NOT visited or participated** in the Champaign Park District in the last 12 months, **PLEASE tell us WHY:** _____

3. During the last 12 months, approximately **HOW MANY TIMES** did your household utilize the following other local providers for parks, recreation, and exercise facilities? *(Check one box for each service provider.)*

Service Provider	More than 25 times	11-25 times	6-10 times	1-5 times	None
Private/Commercial <i>(country club, private fitness center etc.)</i>					
YMCA					
Church Affiliated Recreation Activities					
Boys and Girls Club					
U of I Campus Recreation					
Urbana Park District					
Champaign County Forest Preserves					
Krannert Center for the Performing Arts					
State Farm Center					
Other? <i>(please list):</i>					

4. **HOW** has your household learned about the programs and services offered by the Park District? *(Check all that apply.)*

- | | | |
|--|---|--|
| <input type="checkbox"/> Park District Program Guide | <input type="checkbox"/> Park District Staff | <input type="checkbox"/> Virginia Theatre Season Brochure |
| <input type="checkbox"/> Flyers at Park District Facilities | <input type="checkbox"/> Park District Emails | <input type="checkbox"/> Champaign Parks Foundation Members |
| <input type="checkbox"/> Signs or Banners in Parks & Buildings | <input type="checkbox"/> Park District Website | <input type="checkbox"/> Chamber of Commerce |
| <input type="checkbox"/> Cable Community Channel | <input type="checkbox"/> Park District Facebook | <input type="checkbox"/> Visit Champaign County |
| <input type="checkbox"/> Radio | <input type="checkbox"/> Park District Twitter | <input type="checkbox"/> Champaign Center Partnership |
| <input type="checkbox"/> Billboards | <input type="checkbox"/> Park District Instagram | <input type="checkbox"/> Unit 4 Schools Fliers & Announcements |
| <input type="checkbox"/> Friends & Neighbors | <input type="checkbox"/> Park District YouTube | <input type="checkbox"/> Other? _____ |
| | <input type="checkbox"/> The News Gazette Newspaper | |

5. **HOW WOULD YOU PREFER TO RECEIVE our Program Guide?** – The Champaign Park District mails a detailed 80-88 page Program Guide/Catalog to inform residents about its services and programs 3 times each year. Please **RANK** the following options from 1 to 5. *(ONLY place a 1 = top choice; 2 = second choice; 3 = third choice, 4 = fourth choice, & 5 = fifth choice.)*

- Continue providing a printed catalog to residents through mail
- Mail postcards and emails that direct residents to a website version of the Guide – Do Not Print Any Guides
- Create and mail a much shorter guide to all households each season with details to be found at the District's Website
- Same guide but print fewer each season and mail them only to those that want them
- Same guide but print fewer each season and send emails / postcards to residents advising them about pick up sites
- Other? _____

6. Please rate your household's general level of **SATISFACTION** with the Champaign Park District's **Programs, Events, Services, & Related Fees**. (Check one box for EACH area listed.)

Program & Event Area	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Use
Athletic Programs, Leagues, or Camps						
Group Fitness Classes						
Senior Programs						
Champaign Urbana Special Recreation						
Virginia Theatre Reel Deals & News-Gazette Film Series						
Virginia Theatre Concerts/Comedy/Theatrical Events						
Afterschool Programs						
Summer Day Camps						
Teen Camps and Trips						
Swimming Lessons						
Swim Team – Sholem Sharks						
Swim Fitness Programs						
Adult Softball						
Adult Soccer						
Adult Basketball						
Adult Volleyball						
Youth Football						
Youth Volleyball						
Youth Soccer						
Youth Basketball						
Youth Baseball						
Youth Theatre						
Tennis Lessons and Programs						
Sport Tournaments						
Dance Programs						
Volunteer Program						
Special Events						
Adult Special Interest Programs						
Cultural Arts Programs						
Taste of CU at West Side Park						
Mini Triathlon						
CU Days at Douglass Park						
Prairie Farm Youth Programs						
Overall Satisfaction with Programs & Events						
Fees & Services	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Use
Program Fees						
Membership Fees at the Leonhard Recreation Center						
Fees and Pass Fees at the Dodds Tennis Center						
Day Pass Fees at the Sholem Aquatic Center						
Season Pass Fees at the Sholem Aquatic Center						
Sholem Aquatic Center Food Concessions						
Sport Field Concessions						
Virginia Theatre Movie Tickets						
Days and Times of Programs & Activities						
Registration System Online						
Registration System in Person						
Overall Satisfaction with Fees & Services						
Other:						

7. Please rate your household's general level of **SATISFACTION** with the Champaign Park District's **Facilities & Amenities**.
(Check one box for EACH area listed.)

Park District Facilities & Amenities	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Use
Virginia Theatre						
Springer Cultural Center						
Douglass Community Center						
Douglass Senior Annex						
Douglass Park Splash Pad & Playground						
Douglass Park Fitness Trail						
Champaign Park District Trails						
Champaign Park District Loop Trails in Parks						
Leonhard Recreation Center						
Hays Recreation Center						
Prairie Farm						
Champaign Park District Dog Park						
Dodds Indoor Tennis Center						
Dodds Sports Park						
Dodds Park Disc Golf Course						
Sholem Aquatic Center						
Public Art Sculptures						
Hessel Park Playground & Water Playground						
Flower Islands						
Sport Fields						
Spalding Skate Park						
Kaufman Lake Boathouse						
Bresnan Meeting Center						
Eddie Albert Community Gardens						
Picnic Shelters						
Facility Room Rentals						
Overall Satisfaction with Facilities & Amenities						
Other:						

8. Please rate your household's general level of **SATISFACTION** with the Champaign Park District's **General Maintenance, Care, and Appearance of Facilities & Parks**. (Check one box for EACH area listed.)

General Maintenance & Care of Facilities	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Use
Interiors of Buildings & Facilities						
Exteriors of Buildings & Facilities						
Parking Lots						
Playground Equipment						
Walking Paths						
Athletic Courts – Basketball / Tennis						
Athletic Fields – Baseball / Softball / Football / Soccer / Lacrosse						
Ponds						
Natural Areas – Wooded / Prairie / Wetlands						
Overall Litter Management						
Overall Tree Management						
Park Landscaping – Turf / Plants / Shrubs / Flowers						
Flower Islands						
Signage						
Restrooms						
Concession Stands						
Overall Satisfaction with Maintenance & Care						
Other:						

9. Please rate your household's general level of **SATISFACTION** with the Champaign Park District's Staff.
(Check one box for EACH area listed.)

Satisfaction w/ service provided by these individuals?	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Use
Staff at Virginia Theatre						
Staff at Springer Cultural Center						
Staff at Douglass Community Center						
Staff at Douglass Senior Annex						
Staff at Leonhard Recreation Center						
Staff at Hays Recreation Center						
Staff at Spalding Recreation Center						
Staff at Prairie Farm						
Staff at Dodds Indoor Tennis Center						
Tennis Professionals						
Staff at Dodds Sports Park						
Admission Staff at Sholem Aquatic Center						
Managers & Lifeguards at Sholem Aquatic Center						
Concession Staff at Sholem Aquatic Center						
Swimming Instructors at Sholem Aquatic Center						
Staff at Bresnan Meeting Center						
Staff at Special Events						
Staff at Day Camps						
Staff at Afterschool Programs						
Staff who process Facility Room Rentals						
Staff I see working in the Parks						
Staff at CU Special Recreation Program						
Overall Satisfaction with Staff & Instructors						

10. How **EFFECTIVE** is the Champaign Park District as it relates to: *(Check one box for EACH statement.)*

Statement	Very Effective	Effective	Neutral	Ineffective	Very Ineffective	Don't Know
Working cooperatively with other units of local / regional government						
Partnering with private sector & non-profit organizations						
Offering a variety of special events						
Informing the community about the Park District						
Involving community in the planning of future projects						
Protecting open space						
Providing community leadership on environmental issues such as recycling, storm water / flood management, eco restoration, wildlife etc						
Providing transparency as a publicly funded entity						
Providing life-long recreational opportunities (Providing parks, recreation, and cultural arts that members can participate in throughout their lives)						
Providing a family-friendly atmosphere where all participants feel welcome and safe						
Providing first-time opportunities for participants to engage in recreation and cultural arts programs						
Providing parks, recreation, and cultural arts that are affordable for all						
Providing opportunities to create community connections in our parks, recreation, and cultural arts						

11. What is your **OPINION** regarding the **statements** listed below related to the Champaign Park District? Please indicate your level of agreement. *(Check one box for EACH statement.)*

Statement	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
Park District Residents receive a good value for the Park District taxes						
The Champaign Park District is important to my Household						
The Park District should sell facility naming rights and banners at various facilities to businesses aligned with Park District values, mission, and vision						
The Park District should consider charging an entrance fee at Prairie Farm to improve the facilities at the farm						

12. If the Champaign Park District develops a new Community Recreation Center, what are the features your household would like to see included in the Community Recreation Center? Please **RANK THE TOP 4 FEATURES** that are most important to your household. *(ONLY place a 1 = top choice; 2 = second choice; 3 = third choice, & 4 = fourth choice.)*

- | | | |
|--|--|--|
| <input type="checkbox"/> Indoor Turf-Lined Fields | <input type="checkbox"/> Multi-Purpose Space | |
| <input type="checkbox"/> Indoor Adventure Playground | <input type="checkbox"/> Indoor Aquatic Center | <input type="checkbox"/> Indoor Sports Facilities |
| <input type="checkbox"/> Indoor Walking Track | <input type="checkbox"/> Indoor Lap Pool | <input type="checkbox"/> Other? _____ |
| <input type="checkbox"/> Community Gathering Space | <input type="checkbox"/> Warm Water Therapy Pool | <input type="checkbox"/> None; Not Needed At This Time |

13. Are there **FACILITIES & AMENITIES** that you feel the Champaign Park District should **DEVELOP** (new) **OR EXPAND** (current)? **IF SO, INDICATE** which facilities your household would like to see developed or expanded by **RANKING THE TOP 4 PROGRAMS** that are most important to your household. *(ONLY place a 1 = top choice; 2 = second choice; 3 = third choice, & 4 = fourth choice.)*

- | | | |
|--|---|--|
| <input type="checkbox"/> Baseball and Softball Fields | <input type="checkbox"/> Wildlife Areas/Natural Areas | <input type="checkbox"/> Warm Water Therapy Pool |
| <input type="checkbox"/> Lights on Soccer Fields at Dodds Park | <input type="checkbox"/> Preservation of Open Space | <input type="checkbox"/> Flowrider Pool Surfing |
| <input type="checkbox"/> Pickleball Courts | <input type="checkbox"/> Fishing Piers | <input type="checkbox"/> Additional Dog Park |
| <input type="checkbox"/> Synthetic Turf with Lighting | <input type="checkbox"/> Picnic Shelters / Restrooms | <input type="checkbox"/> Indoor Adventure Playground |
| <input type="checkbox"/> Outdoor Basketball Courts | <input type="checkbox"/> Outdoor Fitness and Exercise Equip. | <input type="checkbox"/> Indoor Sports Facilities |
| <input type="checkbox"/> Outdoor Tennis Courts | <input type="checkbox"/> Diving Well at Sholem Aquatic Center | <input type="checkbox"/> Nature Center at Porter Park |
| <input type="checkbox"/> Outdoor Bocce Areas | <input type="checkbox"/> 50m Indoor Pool | <input type="checkbox"/> New Silo with Slide at Prairie Farm |
| <input type="checkbox"/> Outdoor Adventure & Ropes | <input type="checkbox"/> 50m Outdoor Pool | <input type="checkbox"/> Open Space Land in NW Champaign |
| <input type="checkbox"/> Disc Golf Course | <input type="checkbox"/> Indoor Competitive Pool | <input type="checkbox"/> Other? _____ |
| <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> Indoor Leisure Pool | <input type="checkbox"/> None |
| <input type="checkbox"/> Small Neighborhood Parks | <input type="checkbox"/> Indoor Warm Lap Pool | |

14. Are there **PROGRAMS** that you feel the Champaign Park District should **DEVELOP** (new) **OR EXPAND** (current)? **IF SO, INDICATE** which programs your household would like to see developed or expanded by **RANKING THE TOP 4 PROGRAMS** that are most important to your household. *(ONLY place a 1 = top choice; 2 = second choice; 3 = third choice, & 4 = fourth choice.)*

- | | | |
|--|--|--|
| <input type="checkbox"/> Adult Arts, Singing & Dance | <input type="checkbox"/> Youth Soccer | <input type="checkbox"/> Water Fitness Programs |
| <input type="checkbox"/> Adult Social, Trips, & Hobbies | <input type="checkbox"/> Youth Football | <input type="checkbox"/> Nature/Environmental Programs |
| <input type="checkbox"/> Adult Educational Opportunities | <input type="checkbox"/> Youth Volleyball | <input type="checkbox"/> Archery/Fishing/Hunter Safety |
| <input type="checkbox"/> Adult Fitness/Wellness Programs | <input type="checkbox"/> Youth & Early Childhood Sports | <input type="checkbox"/> Special Event Partnerships |
| <input type="checkbox"/> Adult Basketball | <input type="checkbox"/> Prairie Farm Youth Programs | <input type="checkbox"/> Special Events |
| <input type="checkbox"/> Adult Soccer | <input type="checkbox"/> Teen Programs & Trips | <input type="checkbox"/> Sports & Fitness Special Events |
| <input type="checkbox"/> Adult Softball | <input type="checkbox"/> CU Special Recreation Programs for Children | <input type="checkbox"/> Tumbling Programs |
| <input type="checkbox"/> Adult Volleyball | <input type="checkbox"/> Early Childhood Programs | <input type="checkbox"/> Fitness Programs at Various Facilities |
| <input type="checkbox"/> Youth Art, Dance, Performing Arts | <input type="checkbox"/> Senior Programs & Trips | <input type="checkbox"/> Fitness Equipment at Various Facilities |
| <input type="checkbox"/> Youth Educational Opportunities | <input type="checkbox"/> Senior Active Programs | <input type="checkbox"/> Adventure & Travel Programs |
| <input type="checkbox"/> Youth Fitness/Wellness Programs | <input type="checkbox"/> School's Out All Day Programs | <input type="checkbox"/> Health & Wellness Programs |
| <input type="checkbox"/> Youth Baseball | <input type="checkbox"/> Instructional Swim lessons | <input type="checkbox"/> Other? _____ |
| <input type="checkbox"/> Youth Basketball | | |

15. If you had \$1.00 to spend on the Champaign Park District priorities over the next five years, how would you divide up your dollar on the following facilities or services? (Using the SPEND \$ column next to each item, write down how much you want to spend. The total amount should add up to \$1.00.)

Spend \$

- Maintain existing parks & facilities
- New Recreation Center
- Acquire open space for future parks
- Improvements to the Virginia Theatre
- Additional walking trails and paths
- Construction of a multipurpose indoor sports field house with multiple synthetic turf multiuse fields
- Construction of nature education center

Spend \$

- Construction of a diving well at Sholem Pool
- Construction of an indoor therapy pool
- Construction of a competitive swimming pool
- Construction of an addition to the Springer Cultural Center
- Connection of a trail between Kaufman Lake and Heritage Park
- Other project I am willing to support: _____
- Don't know

The following information will be used to describe different groups of households, which is helpful when addressing management and planning issues. Your answers will only be used for statistical purposes and classification. No data will be linked to personal responses.

16. Are you: (*Check one*)

Male

Female

17. What is your age range? (*Check one*)

Under 21

21-30

31-40

41-50

51-60

61-70

71-80

81 +

18. What is your ethnicity? (*Please check one*)

African-American

Hispanic/Latino

American Indian or Alaska Native

White

Asian

Multi-Racial

Other? (*please list*): _____

19. Which best describes your family? (*Circle one*)

Single, no children (*or in home*)

Married/Couple, no children (*or in home*)

Single, with children

Married/Couple, with children

20. If you have children living in your home, please *write in the number* of child(ren) you have under each category.

Under 2 years old

Pre-School age

Grade K - 2

Grade 3-5

Middle School

High School

Over 18 years old

21. How long have you lived within the area serviced by the Champaign Park District? _____ years (*approximate*)

22. What was your approximate **TOTAL HOUSEHOLD INCOME** before taxes in 2016? (*Circle one number*)

Less than \$50,000

\$50,000 - \$99,999

\$100,000 - \$149,999

\$150,000 - \$199,999

\$200,000 - \$249,999

\$250,000 or more

23. Please share any additional feedback below or on the back of this page. Thank you for your time & input!



REPORT TO PARK BOARD

FROM: Joe DeLuce

DATE: February 27, 2017

SUBJECT: Operations Facility Renovation Project

Background

At the August 22, 2016 Special Meeting, three architectural firms presented qualifications for the Operations Facility Renovation Project; subsequently the Operations Facility Renovation committee gave Farnsworth Group direction to send their formal proposal to the full Board for consideration.

On July 27, 2016 at the Special Meeting, the Park Board approved the FY16-17 Annual Budget, including design services for the Operations Facility Renovations. On September 14, 2016 at the Regular Meeting, the Board gave staff approval to proceed with negotiating a contract with an architectural firm for development of the operations facility renovations.

On October 5, 2016, the Board approved a Professional Services Agreement between Farnsworth Group and the Park District for Operations Facility Renovation Design Services and authorized the Executive Director to execute the agreement in the amount of \$58,000.

Scott Burge of Farnsworth Group presented their conceptual designs and cost estimates to the Park Board on January 11, 2017. The cost estimates for the Operations Facility Renovations Design were more than the double the original estimate.

Staff met with Scott Burge and discussed several possible options on moving forward. The Farnsworth Group has agreed to move forward with the project with the following amendment to the contract:

- The overall project construction budget shall be \$2.4 million.
- Provide three new concepts within the overall construction budget stipulated herein. The level of detail shall be schematic as defined in the original Agreement.
- Deliverables shall be as indicated in the original agreement for Architecture and Civil Engineering.
- Amend the Structural Engineering and MEP scope of work as highlighted below. These services will only be provided in the Design Development stage.

Scope of Work

Structural Engineering

- Design Development Stage:
 - Review the existing roof structure within the shop and offer an opinion for renovation.
 - Design development deliverables: foundation plans for building additions and standalone structures, and roof structure framing plan for structures that aren't pre-engineered.

Plumbing and Mechanical Engineering

- Design Development Stage:
 - Plumbing and mechanical engineering narrative to thoroughly describe the respective building system.
 - Plumbing and mechanical engineering cost opinion.

Electrical Engineering

- Design Development Stage:
 - Electrical engineering narrative to thoroughly describe the electrical system.
 - Electrical engineering cost opinion

Fee

This Contract Amendment Agreement shall be executed within the same fee as stipulated in the original Agreement without revisions.

Schedule

Upon Board approval to amend the contract, Farnsworth Group is prepared to begin schematic design within one (1) week. Farnsworth Group propose the following dates as milestones:

- Schematic Design Phase 2: 03/13/17 through 04/12/17
- Presentation to CPD Board: 04/12/17
- Final Recommendation to CPD Board: 04/26/17 or 05/10/17

Recommended Action

Staff recommends the Board to approve the proposed contract amendment with Farnsworth Group and direct the Executive Director to sign the amended contract.

Prepared by:

Joe DeLuce,
Executive Director



CONTRACT AMENDMENT AGREEMENT

2/23/2017

Mr. Joe DeLuce
Executive Director
Champaign Park District
706 Kenwood Drive
Champaign, IL 61821

FARNSWORTH GROUP, INC. (FGI), acting as an independent consultant to the Champaign Park District addressed above, respectfully submits the following **Contract Amendment Agreement**.

PROJECT

Champaign Park District
Shop and Yard Expansion SD & DD
706 Kenwood Drive
Champaign, IL 61821

FGI Project No.: 0160851.00

Dear Joe,

Please accept this memo as an official change to our Agreement on the above referenced project to amend the following items to the Shop and Yard Expansion project:

- The overall project construction budget shall be \$2.4 million.
 - Provide three new concepts within the stipulated construction budget stipulated herein. The level of detail shall be schematic as defined in the original Agreement.
 - Deliverables shall be as indicated in the original agreement for Architecture and Civil Engineering.
- Amend the Structural Engineering and MEP scope of work as highlighted below. These services will only be provided in the Design Development stage.

We propose the following scope, fee, and schedule.

Scope of Work

Structural Engineering

- Design Development Stage:
 - Review the existing roof structure within the shop and offer an opinion for renovation.
 - Design development deliverables: foundation plans for building additions and standalone structures, and roof structure framing plan for structures that aren't pre-engineered.

Plumbing and Mechanical Engineering

- Design Development Stage:
 - Plumbing and mechanical engineering narrative to thoroughly describe the respective building system.
 - Plumbing and mechanical engineering cost opinion.

Electrical Engineering:

- Design Development Stage:
 - Electrical engineering narrative to thoroughly describe the electrical system.
 - Electrical engineering cost opinion.

Fee

This Contract Amendment Agreement shall be executed within the same fee as stipulated in the original Agreement without revisions.

Schedule

Upon your notice to proceed, we are prepared to begin schematic design within 1 week. We propose the following dates as milestones:

Schematic Design Phase 2:	03/13/17 through 04/12/17
Presentation to CPD Board:	04/12/17
Final Recommendation to CPD Board:	04/26/17 or 05/10/17

Acceptance

To accept this Proposal as written, please execute by signing below and return a copy to me for countersigning. After we have signed the document, we will return on copy for your files.

This proposal shall become an Agreement only after execution by both parties.

By execution with signature below, CLIENT indicates that they have read, understood and agree with the terms of this Proposal in its entirety and has the authority to enter into this Agreement on behalf of CLIENT. By execution of this Agreement, the undersigned agrees to compensate FGI for all work performed in accordance with this Agreement, whether or not the Owner has formally agreed to the Scope of Work above.

FARNSWORTH GROUP, INC.

CHAMPAIGN PARK DISTRICT

Authorized Signature

Authorized Signature

Printed name & title

Printed name & title

Date

Date



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: March 2, 2017

SUBJECT: Authorize Executive Director to Accept Lowest Electricity Rate from Bids Received

Background

The Park District has been part of an energy co-operative since April 2007 with the consulting firm CQI Associates, which has worked on our behalf to obtain the best rates. The current electric contract with Constellation Energy is due to expire June 30, 2017. CQI Associates is currently seeking bids for electric rates that will be due on or around March 20. At that time, Brian McLemore from CQI will be onsite to present the results of the bid. Due to the nature of the process, the rate must be accepted at that time, and a contract entered into. Staff will provide the contract to the Board at the April Board meeting for approval and ratification.

The Park District's current electric rate per kWh is \$0.05032, or approximately \$146,000 for all locations annually. The current rate is set to default to \$0.0648/kWh to Ameren's rate, if no action is taken.

Prior Board Action

The Board authorized the Executive Director to enter into a contract for the purchase of electricity on March 14, 2007.

Budget Impact

Depending on the results of the bid, CQI expects rates to be slightly more than current, with the best case of no increase. Projecting up to a 10% increase for electric rates only, or \$14,600.

Recommended Action

Staff recommends the Board authorize the Executive Director to accept the lowest electricity rate from the bids received and enter into a contract which will be presented for approval and ratification at the April Board meeting.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: March 1, 2017

SUBJECT: Agreement with Developmental Services Center for “Park Walkers”

Background

The Champaign Park District (Park District) contracts with Developmental Services Center (DSC) for “park walkers” to pick up trash in Centennial Park, Clark Park, Douglass Park, Glenn Park, Kaufman Lake, Spalding Park, Scott Park, Westside Park, Eisner Park, Garden Hills Park, Washington Park, Citizen’s Park, Davidson Park, Hazel Park, Heritage Park, Spalding Detention, and Wesley Park. The current agreement expired October 31, 2016. The Park District and DSC have had an agreement for “park walkers” for several years. This has been a very beneficial working relationship for both the Park District and DSC.

Proposed changes to the agreement are as follows:

- Renew the agreement for two (2) years.
- DSC has requested an increase in the pay rate over the two (2) year term. Staff recommends the Park District reimburse DSC at the base rate of \$12.94 per hour in 2017 and \$13.33 per hour in 2018, with the total sum payable not to exceed \$20,000 for each fiscal year.
- Park District staff recommends the term of the agreement to begin April 1 in 2017 and March 1 in 2018. The agreement will expire October 31, 2018.
- Park District staff would like DSC employees to pick up in Centennial Park during the months of June, July and August, Monday through Friday. In the remaining months DSC employees will pick up at least two (2) times per week.
- Revisions to the independent contractor, insurance, and mutual hold harmless and indemnification language as required by PDRMA, and other revisions made by Attorney Hall.

Past Pay Rates

Year	Hourly Rate	Total Payable Sum Not to Exceed (FY)	Actual Total Paid (FY)
2011	\$10.62	\$15,000	\$11,947.69
2012	\$10.94	\$15,500	\$11,957.23
2013	\$11.27	\$15,500	\$11,814.33
2014	\$11.61	\$15,500	\$12,100.41
2015	\$12.19	\$17,000	\$16,561.34
2016	\$12.56	\$17,000	\$17,445.61

Prior Board Action

The Board approved the previous two (2) year agreement on March 11, 2015.

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

Budget Impact

\$20,000 has been requested in the FY17/18 park maintenance operating budget for services provided by DSC employees.

Recommended Action

Staff recommends the Board approve the agreement, with proposed changes including setting the pay rate increase at the base rate of \$12.94 per hour in 2017 and \$13.33 per hour in 2018, not to exceed \$20,000.00 for each fiscal year; setting the term of the agreement in 2017 to begin April 1 and 2018 to begin March 1, expiring October 31, 2018; increasing the pickup frequencies in Centennial Park during the months of June, July and August, Monday through Friday; and the revised language as recommended by PDRMA and Attorney Hall, and authorize the Executive Director to execute the agreement with DSC for an amount not to exceed \$20,000 for the 2017 and 2018 fiscal years.

Prepared by:

Reviewed by:

Bret Johnson
Grounds & Maintenance Supervisor

Kevin Crump
Director of Operations

AGREEMENT

THIS AGREEMENT made and effective this 1st of April, 20~~1745~~, by and between the Champaign Park District, a municipal corporation (hereinafter referred to as, "Park District"), ~~whose having a~~ principal address ~~is at~~ 706 Kenwood Road, Champaign, Illinois, and Developmental Services Center, an Illinois not-for-profit corporation (hereinafter referred to as, "DSC"), ~~with having a principal office located at~~ address at 1304 W. Bradley, Champaign, Illinois.

WITNESSETH:

In consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the ~~parties~~ Parties agree as follows:

Section 1 – General Purpose: The purpose of this Agreement is for the Park District to receive independent contractor services from DSC employees to pick up ~~trash and remove refuse~~ at various park locations, and for DSC to receive compensation for the efforts of those employees who shall then be paid by DSC.

Section 2 – Term: This Agreement shall be effective April 1, 20~~1745~~ through October 31, 20~~1846~~. This Agreement may be terminated at any time without notice upon express written consent of both Parties, or for default as otherwise provided for herein; provided that either Party may otherwise and without cause terminate this Agreement upon ten (10) days written notice.

Section 3 – DSC Responsibilities:

DSC is to undertake the responsibilities as follows:

A. It shall provide its employees at Park District locations for part-time, temporary park walker positions. The park locations and frequency of services are set forth on Exhibit "A" which is attached hereto, made a part hereof and incorporated by reference herein. Additional tasks consistent with the abilities of the DSC employees may be undertaken from time to time as the Parties determine.

B. It is understood that DSC workers may "job share", or combine their efforts in order to complete the assigned tasks.

C. As the employer, DSC shall be responsible for payment of all wages and benefits of its employees, and shall make all deductions, withdrawals and payments on behalf of its employees, including without limitation, for federal, state, local taxes, ~~and~~ social security benefits, unemployment insurance and workers' compensation insurance. Furthermore, DSC shall indemnify and hold harmless the Park District from any obligations for any such amounts.

D. It shall be responsible for providing worker's compensation coverage for its employees.

E. It shall comply with federal and state labor, wage and hour requirements, including any and all worker productivity documentation and payment information as required by law and regulations thereunder.

F. It shall submit to Park District a monthly billing statement identifying the names of DSC employees, dates of service and hours worked. DSC shall include in the billing information staff labor hours; provided that, DSC shall not bill the Park District for staff training or supervision time in any manner whatsoever.

G. It shall provide a working supervisor who will be responsible for management and training of workers, as well as arranging for substitute or replacement workers as needed. DSC shall also provide staff substitutes in the event of the absence of a supervisor.

H. It shall provide crews to work Monday through Friday according to applicable schedules, weather permitting.

I. It shall have its supervisor communicate with designated Park District personnel regarding walking procedures, requirements, priorities and quality control standards as determined by the Park District.

J. It shall assure that its employees ~~in every manner~~ respect the confidentiality of and comply with Park District operations, policies and procedures in every manner.

Section 4 – Park District Responsibilities:

Park District is to undertake the responsibilities as follows:

A. Park District shall communicate its policies, expectations and criteria to DSC relating to park walking procedures, safety and quality control methods and standards.

B. Park District shall reimburse DSC at the base rate of \$12.~~9419~~ per hour in 201~~75~~ for the services agreed upon and provided hereunder, with the total sum payable for 201~~75~~ not to exceed \$~~2017~~,000.00. Park District shall reimburse DSC at the base rate of \$1~~3.332-56~~ per hour in 201~~86~~ for the services agreed upon and provided hereunder, with the total sum payable for 201~~86~~ not to exceed \$~~2017~~,000.00.

C. Park District shall assure that its employees in every manner respect the confidentiality of DSC operations and procedures.

Section 5 – Insurance: DSC shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with including contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by DSC shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of DSC's insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency in the evidence that is provided shall not be construed as a waiver of DSC's obligation to maintain such insurance. The policy shall not be cancelled or amended without at least tenthirty

(4030) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded DSC. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from DSC. In such event, DSC shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that DSC may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance as well as such extensions or riders otherwise conforming to and in compliance with the terms hereof, promptly upon such change. DSC shall

Provide a certificate evidence of such insurance as may be applicable from time to time, listed below, at the time Agreement is signed and annually thereafter. Note that aAll limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis:

DSC shall maintain in effect at its sole expense the following insurance applicable to the work performed hereunder:

(a) Workers' Compensation:

- —State Statutory
- —Applicable Federal Statutory
- Must show/Identify the policy number on certificate of insurance if workman'sers' compensation is provided.

(b) Comprehensive General Liability:

- General Liability: 1,000,000 each occurrence (including completed operation and products liability)
- Property Damage: \$1,000,000 each occurrence
- General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
- Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.

(c) Contractual Liability (Hold Harmless Coverage):

- Bodily Injury: \$1,000,000
- Property Damage: \$1,000,000 each occurrence
- Annual Aggregate: \$2,000,000 each occurrence

(ed) Comprehensive Automobile Liability:

- Bodily Injury: \$1,000, 000 Per Person and \$1,000,000 Per AcDSCent
- Property Damage: \$500,000 each occurrence or combined single limit of \$500,000

(de) Umbrella Liability:

- \$5,000,000 each occurrence

The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

Prior to beginning work, DSC shall furnish the Park District with certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for

~~30 days written notice to Park District prior to cancellation or material change of any insurance referred to therein. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of DSC's obligation to maintain such insurance.~~

~~All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and satisfactory to the Park District at its sole discretion. All insurance coverage provided by the DSC shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the DSC's and shall not contribute to it.~~

~~Section 6 – Mutual Hold Harmless and Indemnification: Park District shall indemnify, defend and hold harmless DSC and any of its trustees, directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against DSC that arises solely from an act, failure or omission on the part of Park District, or any of its commissioners, officers, employees, agents, representatives, and volunteers in carrying out the terms of this Agreement.~~

~~DSC shall indemnify, defend and hold harmless Park District and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, 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 that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of DSC or any of its trustees, directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.~~

~~Section 7 – Independent Contractors: DSC acknowledges and agrees that DSC neither it nor any of its employees or persons providing services pursuant to this Agreement is not an employee of the Park District, and accordingly, are not entitled to any benefits or protections afforded employees of the Park District, nor bound by any obligations of employees of the Park District except as provided for herein. Nevertheless, neither DSC nor any of its employees or persons providing services pursuant to this Agreement shall will not act contrary to the policies of the Park District. DSC understands and fully agrees that neither DSC nor any of its employees or persons providing services pursuant to this Agreement DSC will not be insured under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District, and that any injury or property damage in connection with the work performed will be DSC's sole responsibility and not that of the Park District. It is also understood that neither DSC nor any of its employees or persons providing services pursuant to this Agreement DSC is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and, therefore, DSC will and its employees or persons providing services pursuant to this Agreement shall be solely responsible for DSC's own acts or omissions, and those of DSC's employees and agents, if any. The Park District will not in any manner whatsoever be obligated to defend, indemnify or hold harmless DSC, or DSC's employees and agents, if any, in matters of liability.~~

~~DSC acknowledges and agrees that DSC is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed pursuant to Social Security, unemployment insurance and worker's compensation insurance on behalf of DSC and those employees and agents, if any, employed by DSC.~~

Section 85 – Default: In the event that either Party fails or refuses to comply with the terms of this Agreement, and cure such default within fifteen (15) days of written notice as provided for herein, then the other Party shall have the right to terminate this Agreement upon a further ten (10) day notice.

~~Section 6 – Hold Harmless and Indemnification: DSC shall indemnify, defend and hold harmless Park District and any of its directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of DSC, or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.~~

~~Section 7 – Independent Contractors: Notwithstanding any other provision of this Agreement, the relationship between Park District and DSC is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer / employee, partners or joint venturers between the Parties, or any of their respective employees, agents or representatives.~~

Section 98 – 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.

Section 109 – Assignment - Binding Effect: Neither Party nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

Section 110 – Waiver: 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.

~~Section 121 – Entire Agreement and Amendment: This Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire contract between Park District and DSC, and may be changed, modified or amended only by mutual written agreement executed by Park District and DSC.~~

Section 1322 – Counterparts: This Agreement shall be executed in ~~duplicate~~ any number of counterparts, each of which shall be deemed to be an original.

~~Section 1433 – Notice: 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 first class regular U.S. Mail. All notices required under this Agreement shall be in writing and shall be deemed to be given on the date they were sent by certified mail, return receipt requested to the address for the respective Party stated below. In addition, any such notice shall also be sent by first class regular U.S. mail.~~

Champaign Park District
Attn: Joseph DeLuce
Executive Director

Developmental Services Center
Attn: Dale A. Morrissey
1304 W. Bradley

706 Kenwood Rd.
Champaign, IL 61821

Champaign, IL 61821

Section 14 – Entire Agreement and Amendment: This Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire agreement between Park District and DSC, and may be changed, modified or amended only by mutual written agreement executed by Park District and DSC.

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

Champaign Park District

Developmental Services Center

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

2017~~5~~/186 PARKS

Frequent (2 to 3 times per week)

Centennial (M-F during the months of June, July, & August), Clark, Douglass (Mondays) Glenn, Kaufman Lake, Spalding, Scott, Westside (Mondays)

Less Frequent (1 to 2 times per week)

Eisner, Garden Hills, Washington (Frat Park)

As Needed (at least once per week)

Citizen's Park, Davidson, Hazel, Heritage, Spalding Detention (north of ball field, across tracks), Wesley



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: March 1, 2017
SUBJECT: Eddie Albert Garden Water Line Replacement in Dodds Park

Background

This project consists of replacing the existing underground water line and the above ground hydrants used by garden users to irrigate their crops in the Eddie Albert Garden in Dodds Park. The existing system is over 35 years old. There are underground leaks in the piping and the majority of the hydrants are damaged beyond repair. This system also services the butterfly flower bed located SE of the gardens. This project will replace roughly 1,850 linear feet of 2" water line and 20 hydrants.

Prior Board Action

The Board approved the FY16-17 Capital Budget at the March 9, 2016 Regular Board meeting.

Bid Results

An invitation to bid was published in *The News-Gazette*. The bids were opened and read aloud on Wednesday, March 1, 2017. The results are as follows:

Bidder	Bid Amount
Vogelsang-Zindars Plumbing, Gifford, IL	\$24,100.00
Dirtworks Trucking & Excavating, Rantoul, IL	\$29,720.90
Opperman Construction, Pontiac, IL	\$32,920.00
Schomburg & Schomburg, Danville, IL	\$48,994.66
A & R Mechanical Services, Urbana, IL	Did not meet specifications

Budget Impact

\$30,000 has been budgeted in the FY16/17 Capital Budget for the replacement of the Water Line (Project #170010).

Recommended Action

Staff recommends awarding the bid for the water line replacement to the lowest responsible bidder that meets all required specifications, Vogelsang-Zindars Plumbing, Gifford, IL, at the bid amount of \$24,100 and authorize the Executive Director to enter into a contract for the work.

Prepared by:

Reviewed by:

Bret Johnson
Grounds & Maintenance Supervisor

Kevin Crump
Director of Operations



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: February 27, 2017

SUBJECT: 3-Plex Lighting Removal Bid

Background

The existing poles and fixtures, at the Dodds 3-plex softball fields, were installed in 1981 on fields #1 and #2 and 1985 on field #3. There are 18 poles and 84 fixtures. Between the structure of the wooden poles and light levels of the fixtures, the current lighting has become a major safety concern for the users of the fields. The current light level standard for softball fields is 50 foot candles on the infield and 30 foot candles in the outfield. After testing the infield (20) and outfield (15) foot candles on these three fields, it was decided by staff in the spring of 2016 to deem them nonfunctional.

Bid Results

An invitation to bid was published in *The News-Gazette*. The bids were opened and read aloud on Wednesday, February 22, 2017. The results are as follows:

BIDDER	BASE BID
Waters Electrical Contracting, Rantoul, IL	\$32,895.00
Dirtworks Trucking & Excavating, Rantoul, IL	\$36,420.00
Glesco Electric, Urbana, IL	\$38,240.00
Duce Construction, Champaign, IL	\$38,450.00
Correct Digital Displays, Sheridan, IL	\$48,292.00

Budget Impact

Funds for this project will come from savings in the FY 16/17 Capital Improvement Plan, specifically, the Dodds Tennis Center's court refurbishment (project #170019).

Recommended Action

Staff recommends accepting the lowest responsible bid from Waters Electrical Contracting in the amount of \$32,895 and authorizing the Executive Director to enter into a contractual agreement for the work.

Prepared by:

Reviewed by:

Bret Johnson
Grounds & Maintenance Supervisor

Kevin Crump
Director of Operations



REPORT TO PARK BOARD

FROM: Joe DeLuca, Executive Director
DATE: March 8, 2017
SUBJECT: American Cornhole Organization Event

Background

The American Cornhole Organization (ACO) hosted the ACO Champaign Major at the Titan Warehouse in Champaign last November. It included several events including Senior's, Women's and Junior's Divisions, with the main events of World Singles and Doubles competing for cash prizes. The tournament was open to spectators for free. Competition began at 1 pm and 6 pm on Friday, November 11, and at 10 am on Saturday, November 12. Over 150 competitors played over the course of that November weekend, generating an estimated \$170,000 in economic impact for the community.

Proposal

Visit Champaign County (VCC) hosted the event and have reached out to the Champaign Park District (Park District) to consider holding the event at the Dodds Tennis Center on October 20 and 21, 2017. The event will run on October 20th from 10:00 am to 11:30 pm and on October 21st from 8:00 am to 11:30 pm. The event is expecting 175-200 participants and approximately 100 spectators.

VCC will acquire an approved caterer with the appropriate catering license, permits, and insurance necessary for the sale of food and beer. In 2016 they contracted with Minneci's Catering who provided the Atkins Group with the appropriate insurance forms. The caterer will serve packaged food, non-alcoholic drinks (soda, water, etc) and beer, no other liquor.

VCC was unaware of any issues at the Titan Warehouse or hotel properties housing visitors. One VCC oversight was the high level of cigarette smokers throwing butts outside on the ground. During the second day of competition the VCC staff realized this was becoming a problem and brought a disposal bucket and clean up remaining butts during and after the tournament ended. VCC staff stated they are prepared to do the same for this event again in 2017 to assure the facility is well-kept and will ensure smoking ordinance is enforced.

Budget Impact

VCC will pay for the rental of the facility and cover the cost for set up and tear down. VCC will be responsible for checking IDs, and following all serving of alcohol laws and rules during the event.

Recommended Action

Staff recommends the Board approve the sale of alcohol at the Dodds Tennis Center during the Midwest Regional Cornhole (bags) Tournament at the Dodds Tennis Center on October 20 & 21, 2017.

Prepared by:

Reviewed by:

Jameel Jones
Director of Recreation

Joe DeLuca
Executive Director

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: March 8, 2017

SUBJECT: Recommendation to renew the agreement with Game Day USA, formerly known as First Pitch Events, LLC

Background

In May 2012, the Park District entered into an agreement with First Pitch Baseball, Inc. to host tournaments on Park District fields. This agreement was renewed with First Pitch Events, LLC, which went through a structural change at the end of the season in 2014. This organizational change nullified the agreement at that time, hence a new agreement was devised and approved. Prior to summer 2016, First Pitch Events, LLC went through another structural change and currently is now known as Game Day USA.

Prior Board Action

The Board approved an agreement with First Pitch Events, LLC for several years, most recently on February 7, 2014.

Proposal

In consideration of renewing this agreement with now, Game Day USA, staff and Game Day USA have agreed upon and propose the following significant changes:

- 1) **Organization name change:** First Pitch Events, LLC has become Game Day USA.
- 2) **Permitted uses:** Change from hosting travel baseball tournament for children 10U to 14U to hosting baseball or softball tournaments for players 9U -14U for baseball and 9U – 16U for softball on weekends mutually agreed to by both Parties
- 3) **Pay schedule:** Increase the fees per game played each year for the next three (3) three years. Previous agreement called for \$35 per game played. This proposal includes a progressive fee schedule for each respective year at the following rates: \$37.00 in 2017; \$39.00 in 2018 and \$41.00 in 2019. This is an update to Section 4.A.
- 4) **Expenses related to field preparation:** Increase the price per bag of drying agent to prepare fields for play from \$9.00 to \$10.00. This is an update to Sections 4.N, and 7.C. Also a reduction in number of bags of drying agents from 138 to 80 as listed in Section 7.C as well. All expenses related to drying agents over 80 bags will be responsible to Game Day USA.
- 5) **Restrooms:** Section 5.B has been updated to include the Park District shall, provide portable toilets for facilities that do not have in building restrooms. These toilets will be paid for by Game Day USA as well as any extra cleanings as requested, at the expense of Game Day USA.

- 6) **Field playability and cancellation notices:** Reflects a change in titles for notices of playability in Sections 7.C.1 and 7.C.2 from Park District's Grounds to Park District's Special Projects.
- 7) **Insurance:** Updates to new insurance levels as required by our insurance agency PDRMA.

Budget Impact

Game Day USA will be responsible and cover all costs pertaining to field usage and additional services provided.

Recommended Action

Staff recommends the Board authorize the Executive Director to enter into an agreement with Game Day USA for a three (3) year term utilizing the agreement changes as listed above.

Prepared by:

Reviewed by:

Jameel Jones
Director of Recreation

Joe DeLuce
Executive Director

AGREEMENT BETWEEN
FIRST PITCH BASEBALL GAME DAY USA, INC. AND CHAMPAIGN PARK
DISTRICT

THIS AGREEMENT is made and entered into effective this 12th of 2017
February, 2014, by and between the Champaign Park District, a municipal corporation
(hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road,
Champaign, Illinois, and ~~the First Pitch Events, LLC Game Day USA, Inc.,~~ an Illinois ~~for-profit~~
corporation (hereinafter referred to as, "Game Day USA FPE"), whose principal address is 4709
Lincoln Road, Champaign, Illinois. 603 E Diehl Rd. #103 Naperville, IL. 60563

WITNESSETH:

In consideration of the mutual covenants and agreements set forth herein, the parties
agree as follows:

Section 1 – General Purpose. The purpose of this Agreement between the Park District and Game
Day USA FPE is to provide the terms and conditions for the use of Park District ball fields for
tournament play, define operational and maintenance responsibilities, and identify responsibility for
costs.

Section 2 – Term. This Agreement shall be in effect for a period of three (3) years from the date the
Agreement is executed by both ~~parties~~ Parties.

Section 3 – Permitted Uses. The ball fields shall be used and occupied by Game Day USA FPE only
for the purpose of hosting travel baseball teams or softball tournaments for children- players in the
10 and under through 14 and under age group for 9u-14u age range for baseball; and 9u-16u for
softball for select weekends on such dates as mutually agreed upon by the Parties.

Section 4 – ~~First Pitch Baseball~~ Game Day USA Responsibilities. Game Day USA- FPE shall:

- A. Pay to the Park District \$35.00 - \$37.00 in 2017, \$39.00 in 2018, and \$41.00 in 2019 per
game played at a Park District facility within 30 days of receipt of Park District invoice.
- B. Pay to the Park District direct costs involved with site supervision (\$10 per hour) and field
preparation (\$18 per hour per staff).
- C. Pay to the Park District \$100.00 per tournament for use of lights, scoreboards, and cleaning
of restrooms.
- D. Schedule an agreed upon number of tournaments each year for the length of this agreement.
Tournament dates will be selected and agreed upon by October of the previous year.
- E. Field use date requests must be submitted six (6) months in advance.
- F. Provide the Park District with a list of all teams entered in each tournament.
- G. Be solely responsible for scheduling for all fields and determining the compatibility and safety
of concurrent use adjoining fields for baseball.
- H. Issue refunds of all or partial entry fees to participants due to inclement weather.

- I. Provide all personnel to operate each tournament, including without limitation, scorekeepers, umpires, tournament administrator, staff to move pitching mounds and staff to check in all the teams. Park District sports staff will take trash from cans within the complex and replace the liners in the cans.
- J. Set up and charge an entry fee and/or parking fee to all persons entering Park District ball field(s) and/or facilities for the specific purpose of watching an [Game Day USAFPE](#) tournament.
- K. Present to the Park District liability waivers for all participants, upon Park District request, prior to commencement of any play on Park District fields.
- L. Any vendors contracted by [Game Day USAFPE](#) must be approved by the Facilities and Events Manager and the proper insurance and permits must be on file with the Park District. Any vendor must remove their set-up immediately following the conclusion of games.
- M. Scheduling of games requiring 80 foot bases must be scheduled at Zahnd Pony **FIRST**. Field location may be changed by the Special Projects Supervisor or his designee.
- N. In the event of rain during a tournament, [Game Day USAFPE](#) shall pay the cost of staff time (at the rate of \$18/hour) and materials (\$910.00 per bag field drying agent) to prepare the fields for play.

Section 5 – Champaign Park District Responsibilities. Park District shall:

- A. Provide ball field rentals at various Park District parks including Dodds and Zahnd with Dexter and Spalding (non-guaranteed emergency use only), from 6 a.m., Friday until 10:00 p.m. on Sunday, except where the Park District has Sunday night programs in which event such ball fields shall not have scheduled game start times past 2:00 pm.
- A.B. Provide portable toilets for facilities that do not have in building restrooms. These toilets will be paid for by Game Day USA, ~~These toilets and at the expense of Game Day USA, will have extra cleanings as requested, at the expense of Game Day USA~~
- B.C. Prorate rental fees if a tournament is shortened due to inclement weather.
- C.D. Provide staff and operate a concession stand inside Park District. Park District shall retain all revenue from such Park District concession stand(s). The concession stand will open approximately 30 minutes before the first game and remain open until approximately 30 minutes before the last game ends, unless it is agreed upon by both the District and [Game Day USAFPE](#) to close earlier.
- D.E. Provide a Park District site supervisor at each site at all times during tournaments. Site supervisors shall meet [Game Day USAFPE](#) job requirements, for which training will be provided.

Section 6 – Use by Others.

- A. The Park District reserves the right to allow and approve ball field use by others who may operate baseball tournaments during those times when the fields are not scheduled for use, but only on a one week at a time basis.

Section 7 – Maintenance.

- A. Park District shall prepare and maintain all fields and facilities rented for each tournament.
- B. Park District shall supply bases, all field preparation equipment and chalk necessary to prepare each field for a baseball game. Restrooms, parking lots and garbage cans will be available throughout each tournament.
- C. Park District shall make reasonably appropriate efforts to prepare fields for use, including labor and drying materials (where appropriate) for wet fields. Park District will supply up to 43880 bags of field drying agent. After this amount, Game Day USAFPE will be charged \$910.00 per bag.
 - 1. Park District's Grounds Special Projects Supervisor or designee, in ~~conjunction~~ conjunction with the Adult Sports ~~and Fitness~~ Coordinator in their sole discretion, shall make the final determination whether to play a game(s) or not when fields are wet.
 - 2. If ~~it is determined the Grounds Special Projects Supervisor or designee determines~~ that the fields can be played on when wet with the appropriate field preparation, Game Day USA FPE will have the right to determine whether or not they wish to incur the cost for Park District staff to prepare the field for play. If Game Day USAFPE decides not to have the fields prepared, Game Day USAFPE must cancel the remainder of that day's games.

Section 8 – Responsibility for Cost.

- A. Game Day USAFPE shall be responsible for and shall pay for any damage to Park District property arising in any manner out of the use or occupation of ball field(s) and facilities pursuant to this Agreement.

Section 9 – Rules, Laws, and Ordinances. Game Day USAFPE shall comply with any and all applicable ordinances and permit procedures of the Park District.

Section 10 – Insurance. Game Day USA shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, ~~with~~including contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by Game Day USA shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Game Day USA's insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency ~~from~~in the evidence that is provided shall not be construed as a waiver of Game Day USA's obligation to maintain such insurance. The policy shall not be cancelled or amended without at least ~~ten~~thirty (30) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded Game Day USA. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from Game Day USA. In such event, Game Day USA shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that Game Day USA may

from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance as well as such extensions or riders otherwise conforming to and in compliance with the terms hereof, promptly upon such change. Game Day USA shall

Provide a certificate evidence of such insurance as may be applicable from time to time, listed below, at the time Agreement is signed and annually thereafter. Note that aAll limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis:

Game Day USA shall maintain in effect at its sole expense the following insurance applicable to the work performed hereunder:

(a) Workers' Compensation:

- State Statutory
- Applicable Federal Statutory
- Must show/identify the policy number on certificate of insurance if workmaners's compensation is provided.

(b) Comprehensive General Liability:

- General Liability: 1,000,000 each occurrence (including completed operation and products liability)
- Property Damage: \$1,000,000 each occurrence
- General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
- Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.

(c) Contractual Liability (Hold Harmless Coverage):

- Bodily Injury: \$1,000,000
- Property Damage: \$1,000,000 each occurrence
- Annual Aggregate: \$2,000,000 each occurrence

(ed) Comprehensive Automobile Liability:

- Bodily Injury: \$1,000, 000 Per Person and \$1,000,000 Per Accident
- Property Damage: \$500,000 each occurrence or combined single limit of \$500,000

(de) Umbrella Liability:

- \$5,000,000 each occurrence

~~The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.~~

~~Prior to beginning work, Game Day USA shall furnish the Park District with certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Park District prior to cancellation or material change of any insurance referred to therein. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Game Day USA's obligation to maintain such insurance.~~

~~All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and satisfactory to the Park District at its sole discretion. All insurance coverage~~

~~provided by the Game Day USA shall be primary coverage as to the Park District. Any insurance or self insurance maintained by the Park District shall be excess of the Game Day USA's and shall not contribute to it.~~

~~Game Day USAFPE shall secure and maintain the following insurance types for the entire term of this Agreement to cover all Game Day USAFPE uses of the ballfield and related uses. Game Day USA FPE shall provide the Park District with a Certificate of Insurance naming the Champaign Park District, its officers, agents, and employees as additional insured.~~

Coverage	Limits
Commercial General Liability including bodily injury, property damage, personal injury	\$1,000,000 <i>per occurrence</i> \$1,000,000 <i>aggregate</i>
Auto Liability	\$500,000 <i>per occurrence</i>
Workers Compensation Employers Liability	Statutory \$1,000,000 <i>each accident</i>
General Aggregate:	\$2,000,000
General Aggregate:	\$2,000,000 <i>for each occurrence</i>
Coverage for the premises:	\$500,000
Medical expenses (any one person):	\$10,000
Automobile liability:	\$1,000,000
General Liability:	\$5,000,000 (total)

~~The Park District reserves the right to review and adjust the minimum amount of insurance coverage required of Game Day USAFPE.~~

~~Section 11 – Independent Contractors. Game Day USA acknowledges and agrees that Game Day USA neither it nor any of its employees or persons providing services pursuant to this Agreement is not an employee of the Park District, isand accordingly, are not entitled to any benefits or protections afforded employees of the Park District, nor bound by any obligations of employees of the Park District. Nevertheless, neither Game Day USA nor any of its employees or persons providing services pursuant to this Agreement shallwill not act contrary to the policies of the Park District. Game Day USA understands and fully agrees that neither Game Day USA nor any of its employees or persons providing services pursuant to this Agreement will not be insured under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District, and that any injury or property damage in connection with the work performed will be Game Day USA's sole responsibility and not that of the Park District. It is also understood that neither Game Day USA nor any of its employees or persons providing services pursuant to this Agreement is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and, therefore, Game Day USA willand its employees or persons providing services pursuant to this Agreement shall be solely responsible for Game Day USA's own acts or omissions, and those of Game Day USA's employees and agents, if any. The Park District will not in any manner whatsoever be obligated to defend, indemnify or hold harmless Game Day USA, or Game Day USA's employees and agents, if any, in matters of liability.~~

~~Game Day USA acknowledges and agrees that Game Day USA is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed pursuant to Social Security, unemployment insurance and worker's compensation insurance on behalf of Game Day USA and those employees and agents, if any, employed by Game Day USA.~~

Notwithstanding any other provision of this Agreement, the relationship between Park District and [Game Day USAFPE](#) is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint ~~venturers~~ventures between the Parties. In addition, [Game Day USAFPE](#) may from time to time hire person(s) to perform labor and other services for it, and any such person shall not be construed to be an employee of or contractor with the Park District in any manner whatsoever. ~~Furthermore, [Game Day USAFPE](#) does hereby acknowledge its obligations and shall remain responsible for the payment of all withholdings, insurance or other amounts as may be required by law in connection with its hiring or contracting with any such person(s), and shall in all respects hold Park District harmless from and indemnify it for the payment of any such amounts.~~

~~Section 12 – Default. In the event that either Party fails to comply with the terms of this Agreement, and cure such default within fifteen (15) days of written notice from the other Party, then the non-defaulting Party shall have the right to terminate this Agreement. Any such termination shall not terminate or affect the obligations or rights to enforce the same as they may have accrued prior to termination.~~

Section 123 – Indemnification. Park District shall indemnify, defend and hold harmless [Game Day USAFPE](#) and any of its directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, ~~attorneys~~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 that may take, with respect to any claim made against [Game Day USAFPE](#) that arises solely from an act, failure or omission on the part of Park District, or any of its directors, officers, employees, agents and representatives in carrying out the terms of this Agreement.

[Game Day USAFPE](#) shall indemnify, defend and hold harmless Park District and any of its directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, ~~attorneys~~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 that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of [Game Day USAFPE](#), or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

Section 132 – Default. ~~In the event that either Party fails to comply with the terms of this Agreement, and cure such default within fifteen (15) days of written notice from the other Party, then the non-defaulting other Party shall have the right to terminate this Agreement upon a further ten (10) day notice. Any such termination shall not terminate or affect the obligations or rights to enforce the same as they may have accrued prior to termination~~

Section 14 – 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.

Section 15 – Assignment - Binding Effect. Neither party nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other. If [Game Day USAFPE](#) is sold or transferred in any manner to another individual person or company, ~~the current contract~~this Agreement is not

~~transferable or assignable and any new owner would have to negotiate a new contract with the Park District.~~

Section 16 – Waiver. 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.

~~Section 17 – Entire Agreement and Amendment. This Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire contract between Park District and Game Day USAFPE, and may be changed, modified or amended only by mutual written agreement executed by Park District and Game Day USAFPE.~~

Section 18-17 – Counterparts. This Agreement shall be executed in duplicate, each of which shall be deemed to be an original.

Section 19-18 – Notice. 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.

CHAMPAIGN PARK DISTRICT
USA, LLC

Attention: ~~Mr.~~ Joe DeLuce

Executive Director

706 Kenwood Road
#103

Champaign, IL 61821
60563

FIRST PITCH EVENTS Game Day
Attn: ~~Mr.~~ Don Flynn
President Vice President
1709 Lincoln Road 603 E. Deihl Rd.
Champaign, IL 61821 Naperville, IL.

~~Section 19 – Entire Agreement and Amendment. This Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire agreement between Park District and Game Day USA, and may be changed, modified or amended only by mutual written agreement executed by Park District and Game Day USA.~~

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

Champaign Park District,
a municipal corporation

First Pitch Events Game Day USA, LLC Inc.,
for-profit an Illinois corporation

By: _____

By: _____

Name: _____
(print name)

Name: Donald Flynn
(print name)

Title: _____

Title: Vice President

Date: _____

Date: _____, 2017

Attest: _____ Attest: _____
By: _____ By: _____
Board Secretary _____

(print name)
Date: _____ Title: Secretary

Date: _____, 2017