



# Champaign Park District

Bresnan Meeting Center · 706 Kenwood Road · Champaign, Illinois 61821

## AGENDA

### REGULAR BOARD MEETING

Brenan Meeting Center  
706 Kenwood Road  
Champaign, Illinois  
Wednesday, December 10, 2014  
7 p.m.

**A. CALL TO ORDER**

**B. CPD HIGHLIGHTS**

**C. COMMENTS FROM THE PUBLIC**

**D. PRESENTATIONS**

1. Proposed Conceptual Design for Spalding Park Improvements, BLDD Architects
2. Washington Park Easement, Urbana & Champaign Sanitary District

**E. COMMUNICATIONS**

**F. TREASURER'S REPORT**

1. Consideration of Acceptance of Treasurer's Report for the Month of November 2014

**G. EXECUTIVE DIRECTOR'S REPORT**

1. Staff Introductions
2. Volunteer of the Month
3. Diversity Committee Update
4. Trails Master Plan Update
5. Douglass Park Improvements Update

**H. REPORT OF OFFICERS**

1. Attorney's Report
  - a. Ordinance No. 591  
Annexing Territory Pursuant to Petition (311 Staley Road; 306 and 308 Tiffany Court; 3001 W. Bradley Avenue; and 3013 W. Bradley Avenue)
2. President's Report

**I. 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. Approval of Minutes of the Regular Board Meeting, November 12, 2014
2. Approval of Board Meeting Dates for 2015

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**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.**

**J. NEW BUSINESS**

1. Approval of Disbursements as of November 13, 2014  
Staff recommends approval of disbursements for the period beginning November 13, 2014 and ending December 10, 2014.
2. Approval of Bid to Purchase a Stump Grinder  
Staff recommends that the Board accept the bid and authorize the purchase of one new Vermeer SC372 Stump Grinder from Vermeer Sales and Service in the amount of \$29,997.
3. Approval of Bids for 2015 Bedding Plants  
Staff recommends that the Board accept the bids and authorize the Executive Director to execute contracts to purchase 2015 bedding plants as follows: Park Flower Order for 2,615 flats to Ropps Flower Factory for a total of \$37,120; Flower Island Order #1 for 2,287 flats to Jones Country Gardens for a total of \$37,289; and Flower Island Order #2 for 688 flats to Connie's Country Greenhouse for a total of \$10,200. The total cost of the three recommended orders for 2015 will be \$84,609 and funds will be allocated in the FY15-16 operating budget.
3. Approval of a Request for Proposal for Virginia Theatre Sound System and Acoustics  
Staff recommends that the Board accept the proposal and authorize the Executive Director to enter into a contract with the low, responsive firm, BLDD Architects of Champaign, Illinois, in the amount of \$55,000.00 for the design work of the Virginia Theatre Sound System project.
4. Approval of Bid for Sholem Pool Filter and Chlorine System Improvements  
Staff recommends that the Board accept the bid and authorize the Executive Director to enter into a contract with the low, responsive bidder, Spears Corporation of Roachdale, Indiana, in the amount of \$110,136.00 for the Sholem Pool Filter and Chlorine System Improvements project.
5. Extension of Agreement with Carle Foundation for Parking at Tennis Center  
Staff recommends that the Board approve renewing the License Agreement with The Carle Foundation for parking spaces adjacent to the Dodds Tennis Center for an additional three year term commencing December 1, 2014 and expiring November 30, 2015.
6. Approval of Patient Protection and Affordable Care Act Policies  
Staff recommends that the Board approve the following the measurement period for a one year period beginning with the 2014 calendar year followed by an administrative period of January 1, 2015 to February 28, 2015 and a stability period of one year beginning March 1, 2015 and the proposed employment policy change in employee classifications as written on Attachment A which includes Full-Time I, Full-Time II, Part-Time I, Part-Time II and Seasonal position. This would provide medical benefits for eight additional Park District employees and one additional CUSR employee.

**K. DISCUSSION ITEMS**

**L. COMMENTS FROM COMMISSIONERS**

**M. EXECUTIVE SESSION**

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

**N. RECONVENE INTO OPEN SESSION**

**O. ADJOURN**

**UPCOMING MEETINGS OR EVENTS**

- December 15, The Beach Boys, 7:30 p.m., Virginia Theatre
- December 16, Calls from Santa, 6 p.m., North Pole
- December 16, Holiday Inn, 7 p.m., Virginia Theatre
- December 17-18, Miracle on 34<sup>th</sup> Street, 7 p.m., Virginia Theatre
- December 19, Holiday Movie & Pajama Party, 6 p.m., Douglass Center
- December 19-20, It's a Wonderful Life, 7 p.m., Virginia Theatre
- December 20, Merry & Bright Candy Cane Hunt, 1 p.m., Leonhard Center
- December 21, First Day of Winter
- December 24, All CPD Facilities Closed except Tennis & Leonhard Recreation Centers (open until 3 p.m.)
- December 25, Christmas Day, All CPD Facilities Closed
- December 31, The Chorale presents C-U at the Virginia: Songs for the Decades, 7 p.m., Virginia Theatre
- January 1, New Year's Day- Administrative Offices Closed
- January 12, Foundation Board Meeting, 4 p.m., Bresnan Meeting Center
- January 14, Regular Board Meeting, 7:00 p.m., Bresnan Meeting Center



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** December 1, 2014

**SUBJECT:** Report of Diversity Taskforce

### Background

The Champaign Park District (CPD) is proud of the dedicated, qualified, and well trained staff employed at the Park District. In addition, the CPD boasts excellent policies that prohibit discrimination, and a leadership that is dedicated to ensuring that all staff is treated equally regardless of their protected status. With new leadership at the Park District it was decided this would be an excellent time to create a Diversity taskforce that would work to ensure the District develops a culture that is fully inclusive and fosters a staff community.

This taskforce is working to assist in creating the workplace environment and organizational culture for making differences succeed. The CPD is using the taskforce to get the message out to staff that diversity is about learning from others who are not the same, about dignity and respect for all. One of our main goals will focus on creating positive workplace environments and practices that encourage teamwork, while learning to appreciate others and capture the advantage of diverse perspectives. Common denominators will aid in breaking down barriers to encourage togetherness amongst the staff/individuals working at the Park District

The group meets monthly with assigned staff that work toward goals that are approved by the Executive Director. Objectives of the taskforce include procedures to improve minority hiring practices, retaining minorities and developing a method to determine the current issues regarding diversity within the Park District. The taskforce members are Tammy Hoggatt, Director of HR, IT and Risk; Jameel Jones, Director of Cultural Arts; Megan Kuhlenschmidt, Director of Recreation; Randy Hauser, Horticulture Supervisor; Anthony Howell, Trade Specialist – Mechanics; Shannon Clarkson, Accounts Payable Clerk and Joe DeLuce as an ex-officio member.

The taskforce has been meeting since March of this year and have introduced the concept of Diversity to all staff. A survey of full-time staff was taken asking staff what three things they can do now in their position to help make this a more open connected workplace. The responses were overwhelming and one area most mentioned by staff was their desire to get to know other staff better. The taskforce is looking at all of the responses and are going to help staff in meeting the three goals they have set for themselves.

The taskforce will be assisting staff in their desire to know their coworkers better in several ways including using staff trainings as a vehicle to hold projects where the goals are to get to know their coworkers and find similarities between themselves and other staff. One way to break down barriers and walls between staff is to help them find areas of commonality and the activities in staff training will be our first step toward this goal. The taskforce will also be working with a group University of Illinois graduate students on a project that will assist in culture changes, diversity and improvement of customer service. The taskforce is committed to helping the Park District bring together staff and become a community of coworkers regardless of any differences.

Prepared by:

Reviewed by:

Tammy Hoggatt  
Director of HR, IT and Risk

Joe DeLuce  
Executive Director



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** December 1, 2014

**SUBJECT:** Douglass Park Redevelopment Update

### Background

Construction on the Redevelopment of Douglass Park (Project #14003) began in earnest on Wednesday, August 13, 2014. The Dodds Company was awarded the General Construction Contract for the project, with the Park District issuing bids for playground equipment, playground safety surfacing, playground perimeter walk, and exercise equipment for the exercise nodes.

### Prior Board Action

- May 5, 2014: The Park District received official notification (project agreement) from IDNR. Total grant award is \$300,000.
- July 9, 2014 Regular Board Meeting: The Board approves acceptance of the low, responsive bid from The Dodds Company (\$751,320).
- August 13, 2014 Regular Board Meeting: The Board awards bids for playground equipment and safety surfacing.
- September 10, 2014 Regular Board Meeting: The Board awards bid for the purchase of exercise equipment.

### Progress Update

- All concrete structures have been poured.
- Picnic shelter has been erected.
- New ball field infield mix has been installed and graded to specifications by Park District staff. The material will be "wintered over" to allow for settling before installing bases, pitching rubber and home plate. Backstop fencing is in place.
- Water spray ground pad has been tested and winterized. Shade structure in place.
- Park District staff have completed the installation of the new playground and the surrounding sidewalk has been poured. Installation of the safety surface will take place next spring.
- Staff expects delivery of the outdoor fitness equipment at any time, with installation to take place next spring.
- Installation and wiring of the new park lighting is under way.
- Park District staff will be installing the re-positioned batting cage and horseshoe pits next spring, in addition to landscaping, bench and receptacle installation, and turf re-conditioning.

### Budget Update

Provided by Director of Finance (attached).

Prepared by:

Reviewed by:

Kevin Crump, CPRP  
Director of Operations & Planning

Joe DeLuce  
Executive Director

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**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.**

**Capital Improvement Plan**  
**Champaign Park District, Illinois**

2014 thru 2018

Department Parks: Douglass  
 Contact Kevin Crump, Dir. of Ops  
 Type Improvement  
 Useful Life Various  
 Category Park Improvements  
 Priority 2 Very Important  
 Status Active

Project # 14003  
 Project Name **Douglass Park Renovation Project #14003**

Strategic Goal # 8.1.3

Total Project Cost: \$1,019,570

**Description**  
 Champaign Park District received notification May 5, 2014 that the District was awarded a \$300,000 IDNR grant through OSLAD program to redevelop the existing Douglass Park property.  
 Grant award number is OS 14-1871 for period of April 5, 2014 to June 30, 2016 - 50% reimbursement of costs not to exceed \$300,000.  
 District requires an amended budget to utilize \$120,810 from cash reserves to cover 100% of the project expenditures, before addressing the ongoing construction management fees to Ratio \$15,000 and change orders #1-8 totalling \$41,950 as of 11/24/14.

**Justification**  
 Prior Board Actions through September 2, 2014:  
 Dodds Construction - Base Bid + Alternate \$751,320 (approved 7-9-14)  
 NuToys of Lagrange - Playground Equipment \$82,923 (apprvd 8-13-14) bdt \$85,000  
 RecBrands of Northern IL - Playground Surfacing \$59,071 (apprvd 8-13-14) bdt \$45,000  
 Ratio Architects Design, Construction & Bid Documents \$32,500 (apprvd 1-2014)  
 Change Orders #1-5 total approximately \$32,388 and have been included in the values reported at 9-4-14 to the Board of Commissioners. Change Orders #6-8 total \$9,605. Total Change Orders #1-8 approved as of 11/24/14 totals \$41,950.00  
 NOTE: "Other" expenditures include materials/supplies purchased outside of Construction Contract for park path (mile markers), playground (mostly concrete & sand), sprayground (iron, hinges, locks, paint).

Expenditures	2014	2015	2016	2017	2018	Total
Other		0				0
Staff Cost		0				0
Playground Equipment Only		85,000				85,000
Playground Surfacing		45,000				45,000
Exercise Equipment		35,000				35,000
Playground Perimeter Sidewalk		12,000				12,000
Architectural & Engineering Fees	11,992	20,508				32,500
Audit Fees (Grant)		1,800				1,800
Construction Administration Fees		15,000				15,000
Construction Contract		793,270				793,270
<b>Total</b>	<b>11,992</b>	<b>1,007,578</b>				<b>1,019,570</b>

Funding Sources	2014	2015	2016	2017	2018	Total
Fund 01 General	11,992	35,508				47,500
Fund 01-Transfer from Project #15031 Excess FY15		14,031				14,031
Fund 02 - Cash Reserves from Beginning of Year		401,239				401,239
Fund 08 Audit		1,800				1,800
Fund 09 - Cash Reserves from Beginning of Year		115,000				115,000
Fund 15 - Cash Reserves from Beginning of Year		50,000				50,000
Fund 22 Bond Proceeds		90,000				90,000

**Capital Improvement Plan**  
**Champaign Park District, Illinois**

2014 thru 2018

Department Parks: Douglass  
 Contact Kevin Crump, Dir. of Ops

OSLAD Grant		300,000		300,000
<b>Total</b>	<b>11,992</b>	<b>1,007,578</b>		<b>1,019,570</b>

**Budget Impact/Other**

Ratio Architects Design, Construction & Bid Documents \$32,500 (apprvd 1-2014) - these were included in the professional fees line of the budget within General Fund. At 4-30-14, the District had paid \$11,992.50, leaving the remaining \$20,507.50 for fiscal year 2014-15. The District has received this final invoice which completes the original contract. The District will now be paying Ratio Architects an hourly fee for the construction administration. The first invoice for these services as of August 29, 2014 is \$4,844.46, an additional \$10,000 is estimated for the remainder of the project. This \$15,000 in expenditures were included in the original budget under professional fees line item but not associated with the project initially.

Staff time associated with the playground installation total \$11,405.91 for labor only through 10-31-2014, and this time is included in the General Fund Operations budget as staff labor.

Budget Items	2014	2015	2016	2017	2018	Total
#54214 Architect & Engineering Fees	11,992	35,508				47,500
#54217 Audit Fees		1,800				1,800
#61508: Capital Outlay		958,970				958,970
BUDGET AMENDMENT NEEDED - #54215 FROM RESERVES		11,300				11,300
Staff Cost		0				0
<b>Total</b>	<b>11,992</b>	<b>1,007,578</b>				<b>1,019,570</b>

**Report criteria:**

- All Categories
- All Departments
- All Priority Levels
- All Source Types
- All Strategic Goal # data
- Selected Projects
- Status: Active
- Type: E or I or M or P or V or Z



Champaign Park District, Illinois

Capital Improvement Plan

Includes All Years

**BUDGET vs ACTUAL EXPENDITURES**

**Project Life to Date (LTD) - Detail**

Based on data imported: 11/12/2014

Project	Expenditure Type	Project #	Budgeted	Actual LTD	Over (+) or Under (-)	% of Budget
Project Status: Active						
<b>Parks: Douglass</b>						
Douglass Park Renovation Project #14003	Architectural & Engineering Fees	14003	32,500	34,416	1,916	105.9%
Douglass Park Renovation Project #14003	Audit Fees (Grant)	14003	1,800	0	-1,800	0.0%
Douglass Park Renovation Project #14003	Construction Administration Fees	14003	15,000	11,300	-3,700	75.3%
Douglass Park Renovation Project #14003	Construction Contract	14003	793,270	586,655	-206,615	74.0%
Douglass Park Renovation Project #14003	Exercise Equipment	14003	35,000	22,289	-12,711	63.7%
Douglass Park Renovation Project #14003	Other	14003	0	10,075	10,075	
Douglass Park Renovation Project #14003	Playground Equipment Only	14003	85,000	82,923	-2,077	97.6%
Douglass Park Renovation Project #14003	Playground Perimeter Sidewalk	14003	12,000	0	-12,000	0.0%
Douglass Park Renovation Project #14003	Playground Surfacing	14003	45,000	59,071	14,071	131.3%
Douglass Park Renovation Project #14003	Staff Cost	14003	0	11,406	11,406	
<b>Parks: Douglass Total</b>			1,019,570	818,135	-201,435	80.2%
<b>GRAND TOTAL</b>			1,019,570	818,135	-201,435	80.2%

**Report criteria:**

- All Categories
- All Departments
- All Priority Levels
- All Source Types
- All Strategic Goal # data
- Status: Active
- Selected Projects
- Type: E or I or M or P or V or Z

**ORDINANCE NO. 591**  
**AN ORDINANCE ANNEXING TERRITORY**  
**TO CHAMPAIGN PARK DISTRICT**

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WHEREAS, Champaign Park District is a General Park District organized and existing under the provisions of the Park District Code approved May 17, 1951, as amended, and

WHEREAS, Section 3-10 of the Park District Code provides:

"Whenever a Park District operating within territory predominantly in a city or village or two or more cities or villages would become coterminous or nearly coterminous with such city or village or two or more cities or villages upon the annexation of the additional territory within such municipalities but not incorporated within such a Park District, such Park District may annex such additional territory by the passage of an ordinance to that effect."

and

WHEREAS, Champaign Park District is presently operating within a territory predominantly within the corporate limits of the City of Champaign, Illinois; and

WHEREAS, the tracts of land hereinafter described are located within the corporate boundaries of the City of Champaign, Illinois, but are not presently incorporated within the present corporate boundaries of Champaign Park District or any other park district; and

WHEREAS, upon the annexation of said tracts of land hereinafter described by Champaign Park District, the boundaries of the City of Champaign, Illinois and of Champaign Park District will become coterminous or nearly coterminous;

NOW, THEREFORE,

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

Section 1. The following described tracts of land be and the same are hereby annexed to Champaign Park District, effective as of the date of passage of this ordinance, and said tracts shall henceforth become and be a part of Champaign Park District the same as though originally included in said district.

Section 2. The territories hereby annexed are described as follows:

TERRITORY PURSUANT TO PETITION

(311 Staley Road)  
Council Bill. No. 2014-164

Lot 100 in the Staley Road Storage, LLC Subdivision, as per a Plat Recorded as Document No. 2008R06289 on March 18, 2008 in the Champaign County Recorder's office, all as situated in Champaign County, Illinois.

(PIN #03-20-08-400-027)

Commonly known as: 311 Staley Road, Champaign, IL 61822.

TERRITORY PURSUANT TO PETITION

(306 and 308 Tiffany Court)  
Council Bill. No. 2014-165

Lot 7 of the Replat of Lot 5 of the Staley Subdivision, as per a Plat Recorded as Document No. 94R32213, in the Champaign County Recorder's Office on December 22, 1994, all as situated in Champaign County, Illinois

(PIN #03-20-08-476-007)

Commonly known as: 306 and 308 Tiffany Court, Champaign, IL 61822.

TERRITORY PURSUANT TO PETITION

(3001 W. Bradley Avenue)  
Council Bill. No. 2014-166

Part of the Northeast Quarter of Section 9, Township 19 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, described as follows:

Beginning at an iron pipe monument over a stone at the Northeast corner of Section Nine (9), Township Nineteen (19) North, Range Eight (8) East of the Third Principal Meridian; thence South along the East line of Section Nine (9) 255.62 feet; thence West parallel to the North line of Section Nine (9) 255.62 feet; thence North parallel to the East line of Section Nine (9) 255.62 feet to the North line of Section Nine (9); thence East along the North line of Section Nine (9) to the place of beginning, situated in the County of Champaign and excepting therefrom that portion thereof heretofore conveyed to the public for highway purposes.

(PIN #03-20-09-200-004)

Commonly known as: 3001 W. Bradley Avenue, Champaign, IL 61822.

TERRITORY PURSUANT TO PETITION

(3013 W. Bradley Avenue)

Council Bill. No. 2014-167

Part of the Northeast Quarter of Section 9, Township 19 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, described as follows:

Beginning at an iron pipe monument over a stone at the Northeast corner of Section 9, Township 19 North, Range 8 East of the Third Principal Meridian, thence West along the North boundary line of said Section 9 a distance of 255.62 feet to the true point of beginning; thence South a distance of 165 feet, thence West a distance of 258 feet, thence North to the North line of said Section 9 a distance of 165 feet, thence East along the North line of said Section 9 a distance of 258 feet to the point of beginning, excepting therefrom the North 40 feet thereof heretofore conveyed by Warranty Deed dated January 26, 1972, for public highway purposes, situated in Champaign County, Illinois

And

Commencing at the Northeast corner of Section 9, Township 19 North, Range 8 East of the Third Principal Meridian, measure West along the North line of said Section 9, 255.62 feet to the point of beginning; thence South parallel to the East line of Section 9, 255.62 feet; thence West parallel to the North line of Section 9, 290.00 feet; thence North parallel to the East line of Section 9, 255.62 feet to the North line of Section 9; thence East along the North line of Section 9, 290.00 feet to the point of beginning, excepting therefrom the North 40 feet thereof heretofore conveyed for public highway purposes, and also excepting therefrom: Beginning at an iron pipe monument over a stone at the Northeast corner of Section 9, Township 19 North, Range 8 East of the Third Principal Meridian, thence West along the North boundary line of said Section 9, a distance of 255.62 feet to the true point of beginning; thence South a distance of 165 feet, thence West a distance of 258 feet, thence North to the North line of said Section 9, a distance of 165 feet, thence East along the North line of said Section 9, a distance of 258 feet to the point of beginning, excepting therefrom the North 40 feet thereof heretofore conveyed by Warranty Deed dated January 26, 1972, for public highway purposes, all situated in Champaign County, Illinois, containing 0.695 acres more or less

(PIN's #03-20-09-200-003 and 03-20-09-200-018)

Commonly known as: 3013 W. Bradley Avenue, Champaign, IL 61822.

Together with any and all adjacent streets, highways, or parts thereof not now within the corporate limits of Champaign Park District, to the far side of said streets, highways or parts thereof.

Section 3. The Secretary of this Board is hereby authorized and directed to file a certified copy of this ordinance together with an accurate map of the territories hereby annexed, in the offices of the County Clerk and the Recorder of Deeds of Champaign County, Illinois.

Section 4. This ordinance shall be in full force from and after its passage and approval as required by law.

PASSED this 10<sup>th</sup> day of December 2014.

APPROVED this 10<sup>th</sup> day of December 2014.





\_\_\_\_\_  
Joseph A. Petry, President

ATTEST:

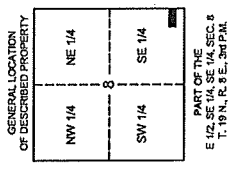
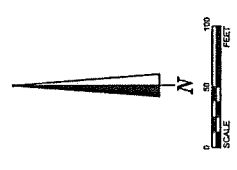
\_\_\_\_\_  
Cindy Harvey, Secretary

**ANNEXATION PLAT OF  
311 Staley Road**

City of Champaign  
Champaign County, Illinois  
Council Bill No.: 2014-164  
Date Passed: September 16, 2014

- LEGEND:**
-  ANNEXATION AREA
  -  AREA INSIDE CITY LIMITS
  -  EXISTING CITY LIMITS LINE
  -  ANNEXATION LIMITS

ANNEXED AREA.....4.62  
RIGHT-OF-WAY.....0.48  
(not included in description)  
TOTAL ACREAGE.....5.10

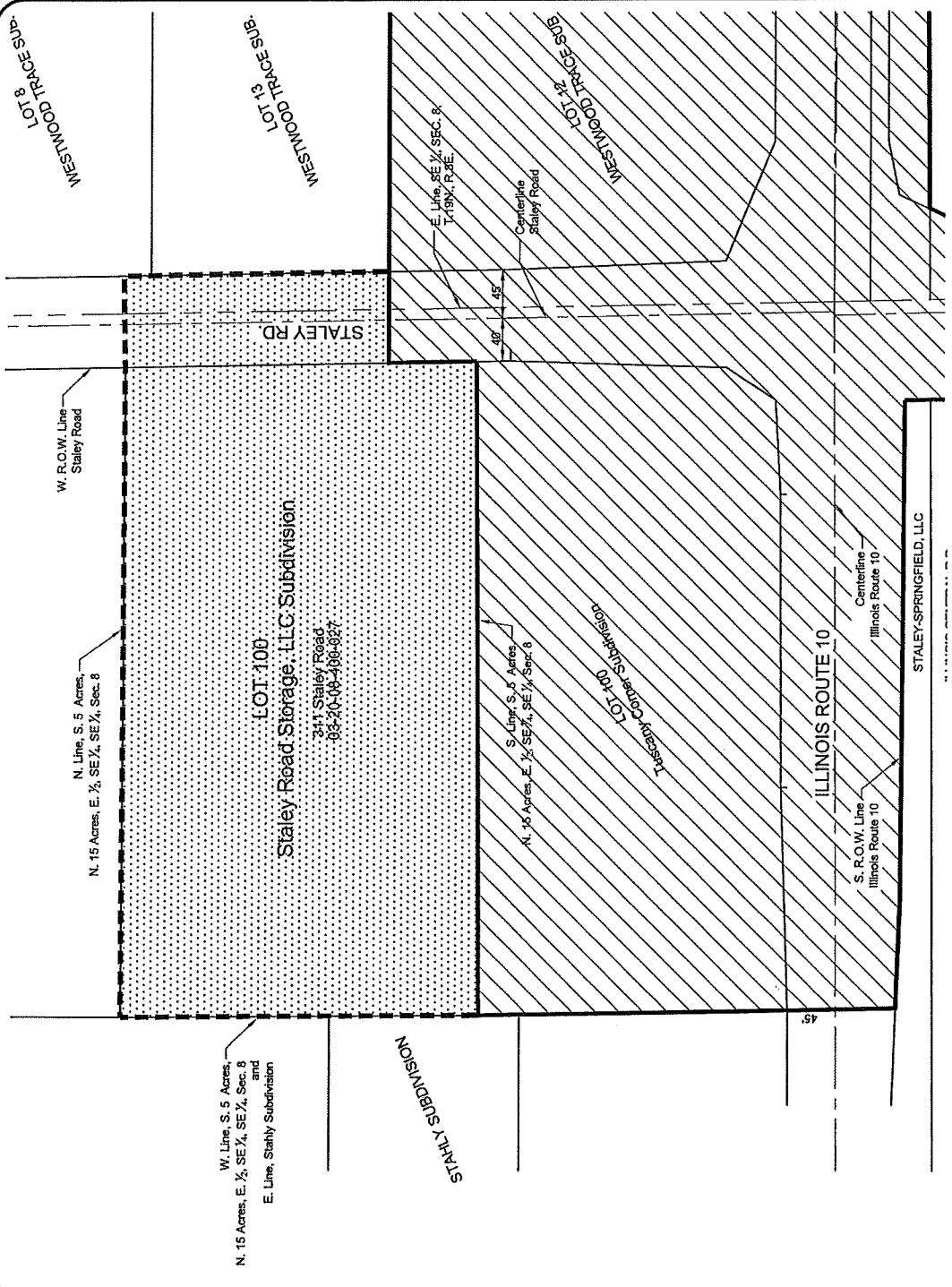


STATE OF ILLINOIS  
COUNTY OF CHAMPAIGN

**DENNIS A. VANDEVENTER**  
S.S.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 062-054107  
STATE OF ILLINOIS

I, DENNIS A. VANDEVENTER, a duly registered Engineer in the State of Illinois do hereby certify that this plat was prepared under my supervision on 10-2-2014.

*Dennis A. Vandeventer*  
DENNIS A. VANDEVENTER  
Assistant City Engineer  
Registered Professional Engineer  
No. 062-054107  
Expiration Date: 11-30-2015.







**Legal Description**  
Lot 100 in Staley Road Storage, LLC Subdivision, as per a Plat Recorded as Document No. 2008R06289 on March 18, 2008 in the Champaign County Recorder's office, all as situated in Champaign County, Illinois.

Commonly known as 311 Staley Road, Champaign, IL 61822  
P.I.N. 03-20-08-400-027

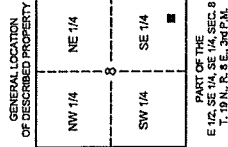
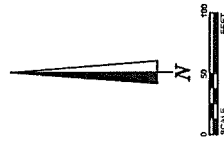
**ANNEXATION PLAT OF  
306 and 308 Tiffany Court**

City of Champaign  
Champaign County, Illinois  
Council Bill No.: 2014-165  
Date Passed: September 16, 2014

**LEGEND:**

-  ANNEXATION AREA
-  AREA INSIDE CITY LIMITS
-  EXISTING CITY LIMITS LINE
-  ANNEXATION LIMITS

ANNEXED AREA.....2.003  
RIGHT-OF-WAY.....0.167  
(not included in description)  
TOTAL ACREAGE.....2.170

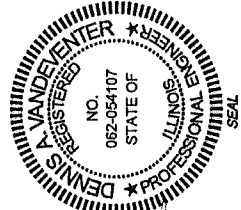


PART OF THE  
SECTION 8  
T. 19 N., R. 8 E., S. 24 P. 14 E.

STATE OF ILLINOIS) S.S.  
COUNTY OF CHAMPAIGN)

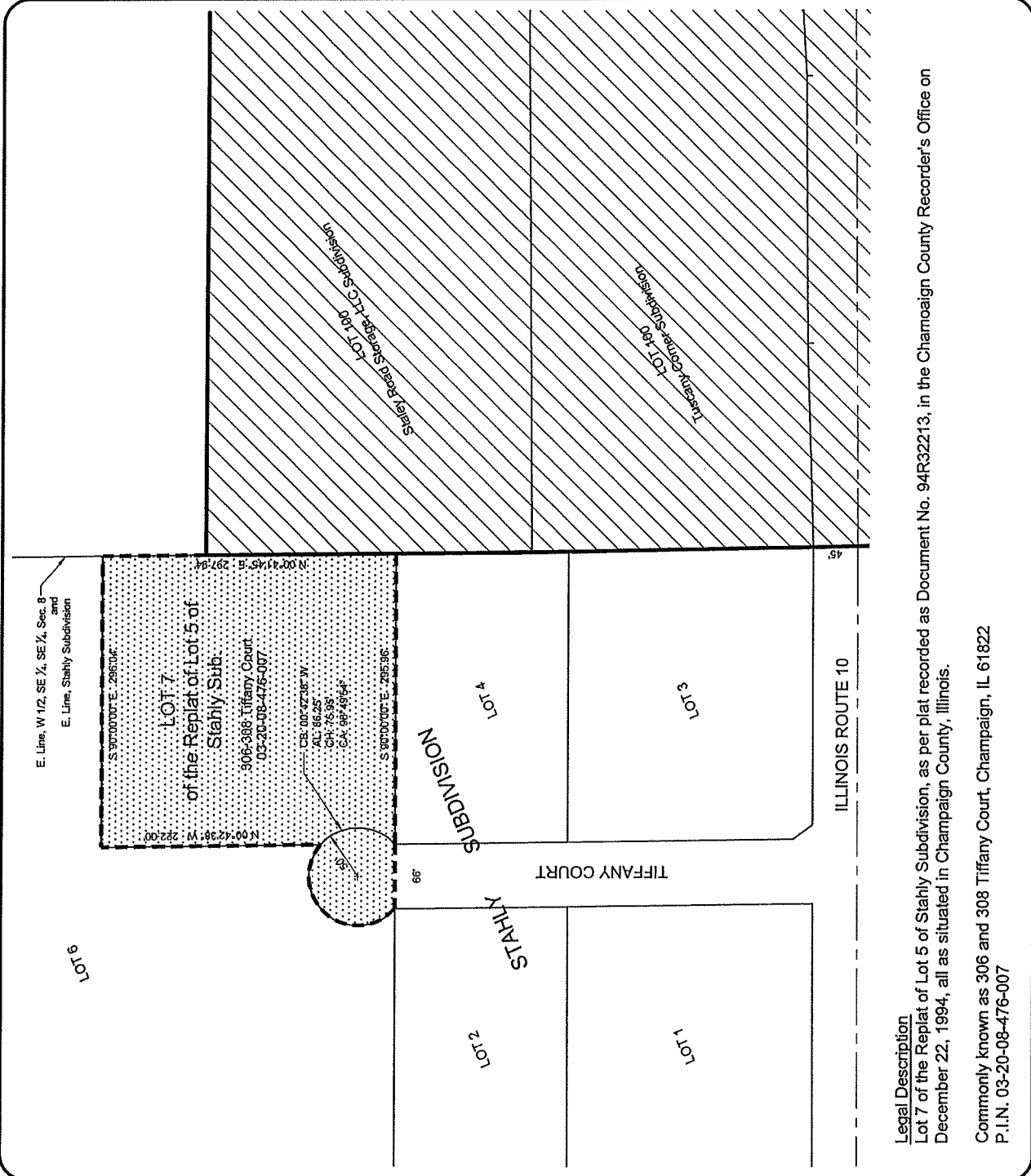
I, DENNIS A. VANDEVENTER, a  
duly registered Engineer in the  
State of Illinois do hereby certify  
that this plat was prepared under  
my supervision on 10-2-2014.

Dennis A. Vandeventer  
DENNIS A. VANDEVENTER  
Assistant City Engineer  
Registered Professional Engineer  
No. 062-054107  
Expiration Date: 11-30-2015.



CAD FILE: CB2014-165.DWG

SHEET 1 OF 1







Legal Description  
Lot 7 of the Replat of Lot 5 of Stahly Subdivision, as per plat recorded as Document No. 94R32213, in the Champaign County Recorder's Office on December 22, 1994, all as situated in Champaign County, Illinois.

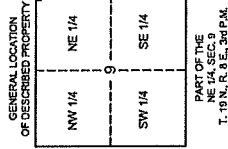
Commonly known as 306 and 308 Tiffany Court, Champaign, IL 61822  
P.I.N. 03-20-08-476-007

**ANNEXATION PLAT OF  
3001 W. Bradley Avenue**

City of Champaign  
Champaign County, Illinois  
Council Bill No.: 2014-166  
Date Passed: September 16, 2014

- LEGEND:**
-  ANNEXATION AREA
  -  AREA INSIDE CITY LIMITS
  -  EXISTING CITY LIMITS LINE
  -  ANNEXATION LIMITS

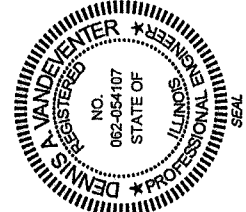
ANNEXED AREA ..... 1.18  
RIGHT-OF-WAY ..... 0.00  
(not included in description)  
TOTAL ACREAGE ..... 1.18



STATE OF ILLINOIS ) S.S.  
COUNTY OF CHAMPAIGN )

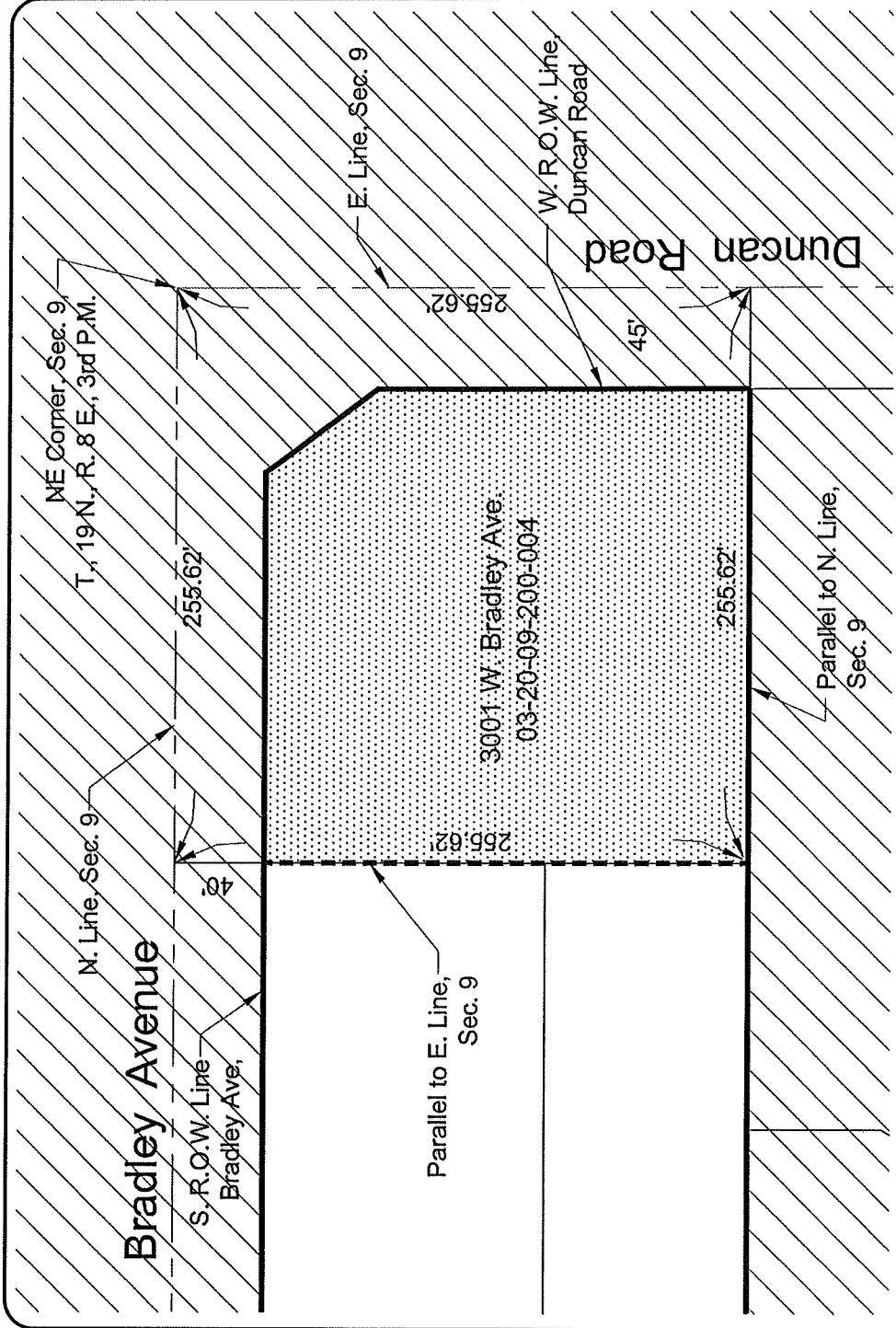
I, DENNIS A. VANDEVENTER, a  
duly registered Engineer in the  
State of Illinois do hereby certify  
that this plat was prepared under  
my supervision on 10/14/2014.

*Dennis A. Vandeventer*  
DENNIS A. VANDEVENTER  
Assistant City Engineer  
Registered Professional Engineer  
No. 062-054107  
Expiration Date: 11-30-2015.



CAD FILE: CB2014-166.DWG

SHEET 1 OF 1



**Legal Description:**  
Beginning at an iron pipe monument over a stone at the Northeast corner of Section Nine (9), Township Nineteen (19) North, Range Eight (8) East of the Third Principal Meridian; thence South along the East line of Section Nine (9) 255.62 feet; thence West parallel to the North line of Section Nine (9) 255.62 feet; thence North parallel to the East line of Section Nine (9) 255.62 feet to the North line of Section Nine (9); thence East along the North line of Section Nine (9) to the place of beginning, situated in the County of Champaign, and excepting there from that portion thereof heretofore conveyed to the public for highway purposes.

Commonly known as : 3001 W. Bradley Avenue, Champaign, Illinois 61822  
PIN: 03-20-09-200-004





CERTIFICATE OF SECRETARY

I, Cindy Harvey, Secretary of Champaign Park District, do hereby certify that the foregoing is a true and correct copy of an Ordinance Annexing Territory to Champaign Park District duly adopted by the Board of Park Commissioners of said Park District at a regular meeting of said Board held the 10<sup>th</sup> day of December 2014.

Dated this 10<sup>th</sup> day of December 2014.

---

Cindy Harvey, Secretary  
Board of Park Commissioners  
Champaign Park District

OFFICIAL SEAL

PREPARED BY AND RETURN TO:

Cindy Harvey  
Champaign Park District  
706 Kenwood Road  
Champaign, IL 61821

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

**November 12, 2014**

**PUBLIC HEARING**

The Champaign Park District Board of Commissioners held a Public Hearing on Wednesday, November 12, 2014 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Petry presided over the hearing.

Present: President Joseph Petry, Vice President Alvin S. Griggs, Commissioners Barbara J. Kuhl, Jane L. Solon, and Timothy P. McMahon, 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, Jameel Jones, Director of Cultural Arts, Tammy Hoggatt, Director of Human Resources, Tony Oligney-Estill, Programs Manager, Chelsea Norton, Marketing Manager, Wendy Zindars, Risk Manager, and Stacey Cornell, Administrative Specialist.

Several members of the public were in attendance. Tim Mitchell, a reporter with the News-Gazette, was also present.

**Open the Public Hearing**

President Petry opened the Public Hearing at 7:00 p.m. He stated the purpose of the Public Hearing was to discuss and receive comments on the proposed Property Tax Levy for the year commencing May 1, 2015 and ending April 30, 2016. A notice of the proposed 2015-2016 Tax Levy was published in *The News-Gazette* on November 5, 2014 in compliance with State Statute.

President Petry called for comments from the public. There were no comments received.

Commissioner Kuhl made a motion to adjourn the Public Hearing. The motion was seconded by Vice President Griggs. The motion passed 5-0.

**REGULAR BOARD MEETING**

The Champaign Park District Board of Commissioners held a Regular Board Meeting on Wednesday, November 12, 2014 immediately following the Public Hearing at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President Petry presided over the meeting.

The Commissioners, Officers, staff and public present at the Public Hearing were in attendance at the Regular Meeting.

**Call to Order**

President Petry called the meeting to order at 7:01 p.m.

**CPD Highlights**

Commissioner Kuhl commented that she had spent time at the Leonhard Recreation Center in the children's playground and that it is very nice.

## Comments from the Public

None.

President Petry asked if there were any objections from the Board with moving the President's Report up on the agenda. There were no objections from the Board.

## Report of Officers

### President's Report

President Petry presented the following Illinois Association of Park Districts awards after a brief narrative was given: Board Member Service Anniversary Award for 15 years – Alvin S. Griggs, Sr.; Illinois Parks' Top Journalist Award – *The News-Gazette*, accepted by Tim Mitchell; Best Friend of Illinois Parks – Mid-Sized Business, Human Kinetics Publishing, accepted by Chief Executive Officer Brian Holding and Jill Wikgren; and Partnership Award – Champaign Park District and Champaign Parks Foundation, accepted by Parks Foundation Chair Craig Hays. John Schmitt received the Good Sportsmanship Award, but was unable to attend the meeting.

## Presentations

### Smoke-Free Parks Survey Results, Champaign-Urbana Public Health District

Katherine Kodros, intern from the Champaign-Urbana Public Health District (C-UPHD), made a presentation on the results of a survey conducted concerning smoke-free parks. Nikki Hillier and Tara McCauley, C-UPHD staff, were also in attendance. Currently, 990 cities nationwide have smoke-free park ordinances with over 30 being in Illinois. The villages of Ludlow and Tolono within Champaign County have also passed smoke-free park ordinances. Ms. Kodros reported that of the 500 Champaign residents who responded to C-UPHD's survey, 67% feel tobacco smoke should not be allowed in parks. C-UPHD's recommendation was a smoke-free park ordinance. Ms. Kodros stated this would give park users a right and self-efficacy to approach smokers to ask them not to smoke. Related signage would also serve as a deterrent. A resolution is a lesser alternative, but would still empower park users, and signage would help with enforcement. The presenter's conclusions were that smoke-free parks decrease the risk of fires, promote healthy behaviors, encourage positive role modeling for children, reduce tobacco litter, create a healthier environment and protect park users. Ms. Kodros characterized smoke-free parks is not removing the smoker, but removing the behavior. She stated that C-UPHD could help in implementing smoke-free parks through an educational campaign, smoking cessation resources and signage in parks. The Board thanked the C-UPHD for its presentation.

## Communications

President Petry circulated the communications.

## Treasurer's Report

### Consideration of Acceptance of the Treasurer's Report for the Month of October 2014

Treasurer Wackerlin presented the Treasurer's Report for the month of October 2014. He stated that the Park District's finances have been reviewed and found to be in appropriate order.

Commissioner Solon made a motion to accept the Treasurer's Report for the month of October 2014. The motion was seconded by Vice President Griggs. The motion passed 5-0.

## Executive Director's Report

### Volunteer of the Month

Mr. Oligney-Estill reported that Bill Saylor was chosen as October Volunteer of the Month. He was recognized for his efforts with the youth theatre program. Mr. Saylor was in attendance and

was presented with a bag of gifts in appreciation.

The Board thanked Mr. Saylor for his efforts.

#### General Announcements

Ms. Hoggatt introduced Wendy Zindars, Risk Manager.

Ms. Norton gave a demonstration of the new website. She highlighted its responsiveness, search bar, and a number of other functions. Ms. Norton reported that parks and facilities may be searched in a variety of ways. The site also has a new URL of [champaignparks.com](http://champaignparks.com).

Mr. DeLuce reported that the Virginia Theatre and Champaign-Urbana Special Recreation websites were also being updated.

#### **Committee and Liaison Reports**

##### Champaign Parks Foundation

Commissioner Solon reported the Parks Foundation Board met on November 10<sup>th</sup> and discussed the type of fundraiser to have next year. She stated that the Land Donor Reception is scheduled for November 13<sup>th</sup>. Commissioner Solon reported that the Foundation Board approved Tom Whooley as a potential member for consideration of appointment by the Park Board.

#### **Report of Officers**

##### Attorney's Report-Ordinance No. 590

Attorney Hall recommended approval of Ordinance No. 590, Annexing Territory Pursuant to Petition (202 and 206 Wilber Avenue).

Commissioner Solon made a motion to approve Ordinance No. 590. A copy of the ordinance is attached to the minutes. The motion was seconded by Vice President Griggs. The motion passed 5-0.

#### **Consent Agenda**

President Petry 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 addressed separately. The items are as follows:

1. Minutes of the Joint Champaign Parks Foundation & Champaign Park District Board of Commissioners Meeting, September 24, 2014
2. Minutes of the Study Session, September 24, 2014
3. Minutes of the Executive Session, September 24, 2014
4. Minutes of the Public Hearing and the Regular Board Meeting, October 8, 2014
5. Minutes of the Special Board Meeting, October 22, 2014
6. Minutes of the Executive Session, October 22, 2014
7. Approval Inserting Joseph Petry as Delegate, Alvin Griggs as 1<sup>st</sup> Alternate, Jane Solon as 2<sup>nd</sup> Alternate and Joseph DeLuce as 3<sup>rd</sup> Alternate to the IAPD Credentials Certificate
8. Approval of the payment of \$859,148 to the Illinois Municipal Retirement Fund to be made by December 20, 2014 for the full unfunded liability as of December 31, 2013
9. Approval of low bid and authorization for the Executive Director to enter into a contract with Duce Construction in the amount of \$28,537 for FY14-15 General Concrete

Mr. Crump stated the general concrete projects were divided, and there will be another bid in the spring. President Petry inquired further about Item 9. Mr. DeLuce stated that it had not been discussed at a previous meeting, but the low bid was being recommended. President Petry indicated a preference to have such items on the regular agenda.

Commissioner Solon made a motion to approve the consent agenda. The motion was seconded by Vice President Griggs. The motion passed 5-0.

## **New Business**

### Approval of Disbursements as of October 9, 2014

Staff recommended the approval of disbursements for the period beginning October 9, 2014 and ending November 12, 2014.

Commissioner Solon requested clarification regarding the \$4,500 expenditure for the Virginia Theatre painting samples. Mr. Crump stated the paint on the floor of the theatre auditorium failed, and staff contacted the general contractor about a solution. He discussed the process for testing and repainting certain areas. Mr. Crump stated that staff is evaluating whether the new paint adheres adequately. Discussion ensued.

Commissioner Kuhl made a motion to approve the list of disbursements for the period beginning October 9, 2014 and ending November 12, 2014. The motion was seconded by Vice President Griggs. The motion passed 5-0.

### Consideration of a Resolution Appointing an Additional Person as a Director of the Champaign Parks Foundation

Staff recommended Board approval to appoint Tom Whooley to the Champaign Parks Foundation to fill an unexpired two year term.

Commissioner Solon stated Mr. Whooley has an appropriate background. Mr. DeLuce reported that he is in Rotary with Mr. Whooley. Mr. Whooley is employed at Commerce Bank and highly recommended. Mr. DeLuce stated that Mr. Whooley was excited at the prospect of joining the Parks Foundation and working to achieve its objectives.

Vice President Griggs made a motion to approve a resolution appointing Tom Whooley as a Director of the Champaign Parks Foundation to fill an unexpired two year term. The motion was seconded by Commissioner Solon. The motion passed 5-0.

### Approval of a Resolution to Participate in the Champaign Enterprise Zone

Mr. DeLuce presented the staff report and responded to questions from the Board. He stated that there have been two presentations given at previous Board meetings. It is an opportunity to improve the overall Champaign community and increase the equalized assessed valuation.

Commissioner Kuhl inquired about how other governmental entities voted to participate and in what manner. Mr. DeLuce stated Parkland College agreed to two components. He stated he would follow up regarding other participating governmental bodies and inform the Board.

Commissioner Solon made a motion to approve a resolution to participate in the Champaign Enterprise Zone, contingent on the Zone's approval in 2015 by the Department of Commerce and Economic Opportunity (DCEO). The motion was seconded by Vice President Griggs. The motion passed 5-0.

#### Approval of a Request for Proposal (RFP) to Purchase Accounting Software

Ms. Wallace presented the staff report and responded to questions from the Board. She stated a RFP was issued in September for a new enterprise resource planning accounting system. A total of five proposals were received. A committee reviewed the proposals and narrowed the list down to two vendors, BS&A and Tyler Technologies. Both vendors conducted on-site demonstrations and answered questions. Two park districts that use the systems were visited and reference checks were conducted. Staff preferred BS&A for its user friendliness and functionality. It was recommended to accept the BS&A Base Price (includes Alternate 1), plus Alternates 2-4 and 6 under Software & Customization, Alternates 2-4 and Alternate 6 under Annual Maintenance, and include \$15,500 should additional data need to be converted as part of the customization process and rejecting Alternate 5 under Software & Customization and Alternate 5 under Annual Maintenance.

Vice President Griggs made a motion to accept the RFP from BS&A in an amount not to exceed \$168,995 and authorize the Executive Director to execute a contract for the work. The motion was seconded by Commissioner Solon. The motion passed 5-0.

#### Approval to Pay Off 2013 Bond Issue

Staff recommended that the Board approve payment of the 2013 bond issue in the amount of \$1,074,817 due by November 30, 2014.

Commissioner Kuhl made a motion to approve payment of the 2013 bond issue in the amount of \$1,074,817 due by November 30, 2014. The motion was seconded by Vice President Griggs. The motion passed 5-0.

#### Approval of a Bid for General Obligation Bonds

Staff recommended that the Board accept the low bid from Busey Bank of 0.47% for the annual \$1,084,000 General Obligation Bond issue.

Commissioner Kuhl made a motion to accept the low bid from Busey Bank of 0.47% for the annual \$1,084,000 General Obligation Bond issue. The motion was seconded by Commissioner Solon. The motion passed 5-0.

#### Approval of Adoption of Ordinance No. 588: Bond Ordinance

Staff recommended adoption of Ordinance No. 588: An ordinance authorizing the issuance of General Obligation Park Limited Bonds, Series 2014, of the Champaign Park District, Champaign County, Illinois, and providing the details of such Bonds and for the levy of direct annual taxes to pay such bonds, and related matters.

Commissioner Solon made a motion to adopt Ordinance No. 588: An ordinance authorizing the issuance of General Obligation Park Limited Bonds, Series 2014, of the Champaign Park District, Champaign County, Illinois, and providing the details of such Bonds and for the levy of direct annual taxes to pay such bonds, and related matters. The motion was seconded by Vice President Griggs. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner McMahon – yes; Vice President Griggs – yes; President Petry – yes; and Commissioner Kuhl – yes. The motion passed 5-0. A copy of Ordinance No. 588 is attached to the minutes.

#### Approval of Adoption of Ordinance No. 589: Tax Levy Ordinance

Staff recommended adoption of Ordinance No. 589: An ordinance to levy property Taxes in the amount of \$11,587,170 for fiscal year beginning May 1, 2015 and ending April 30, 2016.

Vice President Griggs made a motion to approve adoption of Ordinance No. 589: An ordinance to levy property taxes in the amount of \$11,587,170 for fiscal year beginning May 1, 2015 and ending April 30, 2016. The motion was seconded by Commissioner Solon. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner McMahon – yes; Vice President Griggs – yes; President Petry – yes; and Commissioner Kuhl – yes. The motion passed 5-0. A copy of Ordinance No. 589 is attached to the minutes.

**Old Business**

None.

**Discussion Items**

None.

**Comments from Commissioners**

Vice President Griggs presented a report on his attendance at the National Recreation and Park Association Congress in Charlotte, North Carolina. He was impressed with the opening session speakers, in particular, those addressing the subject of social equity. Vice President Griggs reported about his tour of the Lincoln Heights Neighborhood Park. It had an outdoor ping pong table that was noteworthy. He was also a guest at the American Academy for Park and Recreation Administration annual banquet. He was proud to support Mr. DeLuce, who was inducted into this prestigious organization. Vice President Griggs was appreciative of the opportunity to attend the conference.

**Executive Session**

None.

**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 Kuhl. The motion passed 5-0 and the meeting was adjourned at 8:09 p.m.

Approved:

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Joseph A. Petry, President

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Cindy Harvey, Secretary





## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director  
**DATE:** December 1, 2014  
**SUBJECT:** Setting Dates and Times of Meetings in 2015

Background

In accordance with the Open Meetings Act, notice of the schedule of regular meetings must be given at the beginning of each calendar or fiscal year and must state the dates, times and places of such meetings.

The Champaign Park District Board of Commissioners meets twice a month to conduct business affairs of the Park District. The Regular Board meetings are held on the second Wednesday of each month at 7:00 p.m. and Study Sessions are held on the fourth Wednesday of each month at 5:30 p.m., unless otherwise posted. All meetings are held at the Brenan Meeting Center, 706 Kenwood Road, Champaign, unless otherwise posted. From time to time special meetings of the Board may be called to discuss special or emergency issues.

Prior Board Action

None.

Budget Impact

None.

Recommended Action

Staff recommends Board approval of the meeting dates for 2015 as listed below. Note that due to Wednesday, November 11<sup>th</sup> being Veterans Day, the date of the Regular Meeting in November will be held on Thursday, November 12<sup>th</sup>.

<b>REGULAR BOARD MEETINGS</b> Wednesdays at 7 p.m.	<b>STUDY SESSION MEETINGS</b> Wednesdays at 5:30 p.m.
January 14, 2015	January 28, 2015
February 11, 2015	February 25, 2015
March 11, 2015	March 25, 2015
April 8, 2015	April 22, 2015
*May 13, 2015	May 27, 2015
June 10, 2015	June 24, 2015
July 8, 2015	July 22, 2015
August 12, 2015	August 26, 2015

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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.

September 9, 2015	September 23, 2015
October 14, 2015	October 28, 2015
**November 12, 2015	----
December 9, 2015	----

\*Annual Meeting immediately followed by the Regular Board Meeting

\*\*Thursday due to Wednesday, November 11<sup>th</sup> being Veterans Day

Prepared by:

Reviewed by:

Cindy Harvey  
Assistant to the Executive Director

Joe DeLuce, MS, CPRP  
Executive Director



**REPORT TO PARK BOARD**

**FROM:** Joe DeLuca, Executive Director  
**DATE:** December 1, 2014  
**SUBJECT:** Approval of Bid to Purchase a Stump Grinder

Background

The Park District currently contracts with various vendors for stump grinding services each year. In the last four years, the Park District has spent a total of \$26,429 for this service. With the purchase of this grinder, stumps can be removed immediately following the removal of a tree instead of waiting until the end of the year when they are all done at once.

Prior Board Action

The Board approved the FY14-15 Capital plan at the February 12, 2014 Regular Board meeting and amended the plan at the April 23 meeting.

Bid Results

The bids were opened and read aloud on November 24, 2014. Two bids were received. The bid results are as follows:

<b>Vendor</b>	<b>Make &amp; Model</b>	<b>Bid Amount</b>
Rahn Equipment, Danville, IL	Bandit 2550	Did not meet specifications
Vermeer Sales and Service, Goodfield, IL	Vermeer SC372	\$29,997

Budget Impact

\$32,000 has been budgeted in the FY14/15 Capital plan for the purchase of a Stump Grinder (Project #15028).

Recommended Action

Staff recommends accepting the lowest, responsive bid that meets all specifications and authorizing the purchase of one (1) new Vermeer SC372 Stump Grinder from Vermeer Sales and Service in the amount of \$29,997.

Prepared by:

Reviewed by:

Bret Johnson  
Grounds Supervisor

Kevin Crump, CPRP  
Director of Operations & Planning



**REPORT TO PARK BOARD**

**FROM: Joe DeLuce, Executive Director**

**DATE: December 1, 2014**

**SUBJECT: Approval of Bids and Award of Contracts for Three Bedding Plant Orders for 2015**

Background

Bids are for three orders to supply 2,615 flats of bedding plants for the Park Flower Program and 2,975 flats for the Flower Island Program. As in the past, and based on the Park District's specified policy, the Park District bedding plants are divided into three orders and the contracts are awarded to separate vendors to reduce the risk of greenhouse problems affecting all our plants and to better match the capacity of local growers with the size of the orders.

Prior Board Action

Listed below are the results of prior Board actions on this bid in prior years:

<b>YEAR</b>	<b>NUMBER OF FLATS</b>	<b>COSTS</b>
2010	5721	\$82,351.50
2011	5548	\$75,443.75
2012	5587	\$81,702.60
2013	5674	\$81,274.90
2014	5644	\$81,933.25

Budget Impact

Four bids were received for the bedding plant orders for 2015. The bids were opened and read aloud on November 25, 2014. The bid results are tabulated below.

<b>Bidder</b>	<b>PARK FLOWER ORDER</b>	<b>FLOWER ISLAND ORDER #1</b>	<b>FLOWER ISLAND ORDER #2</b>
<b># OF BEDDING PLANT FLATS</b>	<b>2,615</b>	<b>2,287</b>	<b>688</b>
Ropp's Flower Factory, Gibson City, IL	<b>\$37,120.00</b>	\$35,498.00	\$8,916.00
Jones Country Gardens, Pontiac, IL	\$39,829.75	<b>\$37,289.00</b>	\$9,850.75
Connie's Country Greenhouse, Latham, IL	\$43,900.00	\$41,305.00	<b>\$10,200.00</b>
Country Arbors Nursery, Urbana, IL	N/A	N/A	\$13,660.00

Recommended Action

Staff recommends accepting the bids and awarding the contract for each order to the respective low bidders as follows:

**Park Program Order with 2,615 flats – Ropp’s Flower Factory for a total of \$37,120.00**

**Flower Island Order #1 with 2,287 flats – Jones Country Gardens for a total of \$37,289.00**

**Flower Island Order #2 with 688 flats – Connie’s Country Greenhouse for a total of \$10,200.00**

Based on the recommended awards, the total cost of the three bedding plant orders for 2015 will be \$84,609. Funds will be allocated in the FY2015-2016 operating budget.

Prepared by:

Reviewed by:

Randy Hauser  
Horticulture/Natural Areas Supervisor

Kevin Crump, CPRP  
Director of Operations & Planning



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** December 3, 2014

**SUBJECT:** Virginia Theatre Sound System and Acoustics Request for Proposal

### Background

As part of the Virginia Theatre renovation project, an upgrade of the house sound system and acoustics was identified for completion. To this end, staff issued a Request for Proposal for this project on November 9, 2014. Fifteen (15) firms requested information packets and six (6) scheduled site visits.

### Prior Board Action

The Park Board authorized staff to submit a Public Museum grant proposal for this project. The grant was awarded in June 2014.

### Bid Results

Two proposals were received, opened and read aloud on Tuesday, November 25, 2014. The results are as follows:

<b>Firm</b>	<b>Proposal Amount</b>
BLDD Architects, Champaign IL	\$55,000.00
Bailey Edward, Chicago IL	\$64,874.00

### Budget Impact

The grant application/award allows for \$60,000 in reimbursable architectural/engineering fees.

### Recommended Action

Staff recommends that the Board accept the proposal and authorize the Executive Director to enter into a contract with the low, responsive firm, BLDD Architects of Champaign, Illinois, in the amount of \$55,000.00 for the design work of the Virginia Theatre Sound System project.

Prepared by:

Reviewed by:

Kevin Crump, CPRP  
Director of Operations & Planning

Joe DeLuce, MS, CPRP  
Executive Director



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** December 3, 2014

**SUBJECT:** Bid for Sholem Pool Filter and Chlorine System Improvements

### Background

Bids were sought for upgrades to the current Sholem Aquatic Center baby pool filter, chemical feed controllers, chemical pump replacement, and converting from liquid chlorine to Pulsar tablet water sanitation. These upgrades address current water quality issues, obsolete chemical controllers and pumps, safer delivery of sanitizing agents, and full integration between filtration and chemical distribution sources.

### Prior Board Action

The Board approved the 2014/15 Capital Plan budget at the February 12, 2014 Regular Board Meeting and amended the plan at the April 23, 2014 Special Board Meeting.

### Bid Results

A notice of bid was published in the News Gazette, and posted electronically on aquatic project websites to increase project exposure. Bids were opened and read aloud on December 2, 2014. The bid results are tabulated below.

BIDDER	BID AMOUNT
Spear Corporation, Roachdale, IN	\$110,136.00

### Budget Impact

The 2014/15 Capital Plan budget includes \$115,000 for this project (Project #15037, #15038, #15039, and #15041).

### Recommended Action

Staff recommends that the Board accept the lowest, responsive bid and authorize the Executive Director to enter into a contract with Spears Corporation of Roachdale, Indiana, in the amount of \$110,136.00 for the Sholem Pool Filter and Chlorine System Improvements project.

Prepared by:

Reviewed by:

Kevin Crump, CPRP  
Director of Operations & Planning

Joe DeLuce, MS, CPRP  
Executive Director



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** December 1, 2014

**SUBJECT:** Renewal of License Agreement with The Carle Foundation (Carle) for Parking Spaces Adjacent to the Newt Dodds Tennis Center

### Background

In 2008, the District entered into an agreement with Carle for parking space adjacent to the Tennis Center. Carle was allowed to construct 20 parking spaces according to Park District policies and specifications. The term of the agreement was effective December 1, 2008 through midnight on November 30, 2011. The agreement included an option to continue the License Agreement after the expiration of the initial three year term for successive three year terms.

### Prior Board Action

On November 9, 2011, the Park Board authorized a License Agreement Extension for a three year term commencing on December 1, 2011 and ending November 30, 2014.

### Budget Impact

During the first three years of the License Agreement, Carle paid the District \$2,400 annually in compensation for the parking spaces. In accordance with the original agreement, Carle shall pay the Park District an increased amount of four percent (4%) per year using the prior year's compensation as the base year for each and every year after the expiration of the initial term. Under the initial renewal, Carle paid the Park District \$2,496 in 2012, \$2,596 in 2013, and \$2,700 in 2014.

### Recommended Action

Staff is requesting Board approval to renew the License Agreement with The Carle Foundation for parking spaces adjacent to the Newt Dodds Tennis Center for an additional three year term commencing December 1, 2014 and ending November 30, 2017.

Prepared by:

Reviewed by:

Kevin Crump, CPRP  
Director of Operations & Planning

Joe DeLuce, MS, CPRP  
Executive Director



LICENSE AGREEMENT EXTENSION

THIS LICENSE AGREEMENT EXTENSION is made, entered into, and effective this 1<sup>st</sup> day of December, 2014, by and between the Champaign Park District and The Carle Foundation.

WHEREAS, the parties entered into a License Agreement dated the 1<sup>st</sup> day of December 2008; and

WHEREAS, after the initial three (3) year term expired, the first License Agreement Extension was entered into and expired November 30, 2014; and

WHEREAS, the parties now desire to again extend the term of the License Agreement pursuant to its terms.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. The License Agreement term is extended for a further three (3) year term.
2. All other terms and conditions of the License Agreement shall apply to the extension period.
3. Monthly compensation for the extension period shall be increased by four percent (4%) per year as set forth in the License Agreement.

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

CHAMPAIGN PARK DISTRICT

THE CARLE FOUNDATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of December 1, 2008, by and between the Champaign Park District, an Illinois municipal corporation (hereinafter referred to as, "Park District"), with a principal address is 706 Kenwood Road, Champaign, Illinois, and The Carle Foundation, an Illinois not-for-profit corporation (hereinafter referred to as, "Carle") with a principal address at 611 W. Park Street, Urbana, IL 61801.

For and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Park District and Carle agree as follows:

**Section 1 - General Purpose:** The purpose of this License Agreement is to permit Carle to utilize certain space on Park District property for parking purposes adjacent to the Park District's Tennis Center. It is understood that Park District is providing Carle with the right and privilege to use a portion of Park District property for the specific and limited purpose of parking. The Park District will retain possession and control of the Premises, and this License Agreement shall not be deemed to be a lease or confer any interest in the Premise. At all times, the Park District shall have management and control of the establishment, operation and maintenance of the parking area (hereinafter referred to as, "Premises"), except as may otherwise be specifically limited herein.

**Section 2. - Description of Premises:** The Premises which are the subject of this License Agreement legally described as:

A part of the W.1/2 of Section 35, T.20 N., R. 8 E. of the 3<sup>rd</sup> P.M., Champaign County, Illinois, more particularly described as follows:

Commencing at the Southwest corner of the N.1/2 of the N. 1/2 of the S.W. 1/4 of Section 35, T. 20 N., R. 8 E. of the 3<sup>rd</sup> P.M.; thence N. 0°38" W., along the West line of said Section 35, 432.01 feet; thence N. 89°22" E., 2217.33 feet; thence N. 0°38" W., a distance of 30.00 feet to a point on the East right-of-way line of Farber Drive; thence N. 0°38" W., along said East line, 238.00 feet to the Southwest corner of Lot 1 of Interstate Research Park; thence N. 89°22" E., along the South line of said Lot 1, 300.62 feet to the true point of beginning; thence continuing along said South line N. 89°22" E., 135.00 feet to the Southeast corner of said Lot 1, said point being on the East line of the S.W. 1/4 of said Section 35; thence S. 0°37.7" E., along said East line, 67.00 feet; thence S. 89°22" W., along a line parallel to the aforesaid South line of said Lot 1, 135.00 feet; thence N. 0°37.7 W., 67.00 feet to the point of beginning, containing 9,045 square feet (0.208 acres), more or less, and all situated in the City of Champaign, Champaign County, Illinois,

All constituting part of the Park District's Tennis Center property located at and commonly known as 2802 Farber Drive, Champaign, Illinois.

**Section 3 - Term:** This License Agreement shall be effective December 1, 2008 and shall expire on midnight November 30, 2011 subject to its continuation provided for in Section 10 regarding Option for Successive Terms. This License Agreement may terminate at any time without notice upon the express written consent of both Parties or for default as provided for herein.

**Section 4 - Compensation:** Carle shall pay Park District TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) in compensation each year commencing with the effective date hereof for TWENTY (20) parking spaces. In that event that this License Agreement continues after the initial term pursuant to the Option for Successive Terms provision herein, Carle shall pay an increased amount of four percent (4%) per annum using the prior year's compensation as the base year for each and every year after the expiration of the initial term.

**Section 5- Carle Responsibilities:**

Carle shall:

- A. Be responsible for causing the construction of TWENTY (20) parking spaces at the Premises according to Park District policies and specifications. In connection therewith, Carle shall engage appropriate licensed professional engineers and contractors to undertake the construction thereof. All such construction shall be undertaken pursuant to all applicable laws and regulations of the Park District, including without limitation, applicable provisions of the Illinois Prevailing Wage Act and bonding requirements. In no event shall Carle undertake any action which causes a claim for lien upon Park District property.

- B. Be permitted to use the parking spaces so developed at any time; provided that overnight parking shall not be permitted.
- C. Keep in full force and effect at all time during the terms of this License Agreement and any extension thereof the following insurance coverage: comprehensive general liability insurance, including contractual liability coverage, with minimum limits of not less than \$1,000,000.00 per occurrence; and \$2,000,000.00 annual aggregate and property damage insurance. All insurance carriers providing the coverage set forth herein shall be satisfactory to Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to Park District no later than December 1, 2008 naming Park District as an additional insured as their interests appear thereon. All insurance coverage provided by Carle pursuant to this License Agreement shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Carle's insurance and shall not contribute with it. The Park District, its commissioners, agents and employees are to be covered as additional insureds as their interests appear under the general liability coverage which shall provide the same scope of insurance to the Park District, its commissioners, agents and employees as Carle is provided by the policy 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. The policy shall not be cancelled or amended unless ten (10) days' prior written notice and opportunity to continue it has been given to the Park District. Cancellation of any such coverage shall be grounds for the Park District to immediately cancel this License Agreement. At its option, Park District may continue such insurance at its initial cost and obtain reimbursement and repayment thereof from Carle. In such event, Carle shall pay the amount due within ten (10) days of payment by Park District.
- D. Obtain all necessary permits required for construction of the parking area.
- E. Assist Park District in enforcing any and all of its policies on the Premises.
- F. Avoid engaging in any activities usually and customarily undertaken by Park District.
- G. Use the Premises recognizing that such use is deemed conclusive evidence that the Premises are in satisfactory condition.
- H. Return the premises as a parking lot in a safe, sanitary, sightly condition, and in good repair and yield the property back to Park District upon termination of this License Agreement in such condition. In the event the premises are not so kept, Park District may enter upon the Premises without such entry constituting a termination of the rights or privileges herein granted or an interference with possession of or constructive or other form of eviction.
- I. Have the right to reasonable signage for parking spaces or the area as a whole; provided that there shall be no billboards, posters or other advertisements at the Premises without the prior written approval of Park District. Such signage shall be installed upon the Premises at Carle's expense and be removed by Carle upon termination hereof.
- J. Only alter or make additions to the Premises with the prior written consent of Park District.

**Section 6- Champaign Park District Responsibilities:**

The Park District shall:

- A. Permit Carle to construct TWENTY (20) parking spaces on the above-described Premises in accordance with its specifications, policies and regulations.
- B. Maintain the parking lot area so constructed.
- C. Provide snow removal at the Premises.
- D. Be responsible for paying fees, taxes or charges assessed to the Premises.

**Section 7 – Damage to Facility:** In the event of damage or destruction to the parking area, Park District may require Carle to submit plans for repairs or may declare the facility beyond repair and terminate the License Agreement.

**Section 8 – Abandonment:** In the event that Carle abandons the operation of the Premises for more than forty-five (45) days, then its rights to use and occupation of the Premises shall cease and terminate and Carle shall surrender possession of the Premise to Park District immediately without notice, and grant Park District full and free authority to enter upon the Premises in order to take possession thereof without such entry constituting a trespass or forcible entry and detainer.

**Section 9 – Usage:** Only Carle or Park District employees shall be privileged to utilize the Premises. In the event that vehicles belonging to persons or entities, other than Carle or Park District or their respective employees or the Parties' permitted guests, utilize the Premises for parking, Carle shall have the right to have such vehicles removed

without first seeking permission from Park District. Carle employee usage of the TWENTY (20) spaces shall be exclusive for the hours 6:00 a.m. until 6:00 p.m. Monday through Friday.

**Section 10 - Option for Successive Terms:** Park District shall permit Carle options to continue this License Agreement after the expiration of the initial three (3) year term. The option shall be successive three (3) year terms with the first such successive term commencing December 1, 2011 and ending November 30, 2014, and the second successive term commencing December 1, 2014 and ending November 30, 2017. The option may be exercised by Carle prior to the expiration of the initial term of this License Agreement, or after the exercise of the first three (3) year renewal term; provided that Carle shall give Park District at least sixty (60) days' but not more than one hundred twenty (120) days' advance written notice of the desire to exercise such options. Such notice shall be as required pursuant to Section 20 hereof.

**Section 11 - Default:** In, the event that either Party fails or refuses to comply with the terms of this License Agreement, and cure such default within thirty (30) days of written notice as provided for herein, then the other Party shall have the right to terminate this License Agreement by a further ten (10) day written notice. Any such termination shall not terminate or affect the obligations or rights to enforce the terms of this License Agreement as they may have accrued prior to such termination.

**Section 12 - Mutual Hold Harmless and Indemnification:** Park District shall indemnify, defend and hold harmless Carle 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 Carle that arises solely from an act, failure or omission on the part of Park District, or any of its commissioners, officers, employees, agents and representatives in carrying out the terms of this License Agreement. Carle 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 Carle, or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this License Agreement

**Section 13 – Compliance with Applicable Laws, Rules and Regulations:** The Parties, and any contractor with which a Party may enter into any agreement shall comply with all applicable Federal, State and Local statutes, rules, regulations, ordinances and licensing requirements regarding the performance and carrying out of the terms of this License Agreement or any other agreement related hereto.

**Section 14 - Independent Contractors:** Notwithstanding any other provision of this License Agreement, the relationship between the Park District and Carle is, and shall remain, one of independent contractors. Nothing in this License Agreement shall be construed to establish a relationship of employer/employee, partners or joint ventures between the Parties, provided that the relationship with regard to this License Agreement is one of licensor and licensee.

**Section 15 – Assignment:** This License Agreement shall not be assigned or delegated by Carle to any subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of Park District. If Park District permits assignment of this License Agreement at any one or more times, such assignment shall not be deemed permission to assign the performance of this License Agreement at any other time or times.

**Section 16 – Applicable Law and Venue:** The Parties agree that the laws of the State of Illinois shall govern the terms of this License Agreement. In the event of any claim or loss regarding this License Agreement, Champaign County, Illinois shall be the appropriate venue for any such claim or suit.

**Section 17 - Severability:** In the event any one or more of the provisions contained in this License Agreement shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this License Agreement, and the validity, legality, or enforceability of the remaining provisions of this License Agreement or any other application thereof shall not be altered or impaired thereby, and shall, therefore, remain in effect

**Section 18 - Waiver:** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this License 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 19- Counterparts:** This License Agreement shall be executed in two or more counterparts each of which shall be deemed to be an original.

**Section 20- Notice:** All notices required under this License Agreement shall be in writing and shall be deemed to have been given at the time they are mailed to the respective Party via certified mail, return receipt requested with an additional copy sent via U.S. first class mail at the address set forth below, or at such other place or address as the Parties shall provide to each other in writing.

CHAMPAIGN DISTRICT  
Attention: Ms. Bobbie Herakovich  
Executive Director  
706 Kenwood Road  
Champaign, IL 61821

THE CARLE FOUNDATION  
Attention: James Leonard, M.D.  
Chief Executive Officer  
611 W. Park Street  
Urbana, IL 61801

**Section 21 – Interpretation of Agreement:** In interpreting this License Agreement, each of the Parties expressly agrees that it was prepared by all of the Parties jointly, and that no ambiguities shall be resolved against any Party on the basis that it was responsible, or primarily responsible for having drafted the License Agreement. In addition, each of the Parties acknowledges that it did not execute this License Agreement under duress, and was represented by legal counsel in connection with the preparation of this License Agreement or chose not to engage the services of such counsel. Further, whenever the context so requires: (a) all words used in the singular shall be construed to have been used in the plural (and vice versa); (b) each gender shall be construed to include the other gender; (c) the word "person" shall be construed to include a natural person, corporation, limited liability company or partnership, firm, joint venture, trust, estate, or any other entity, and (d) the words "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of any provision of this License Agreement any person, right, obligation or concept which might otherwise be construed to be outside the scope of such provision.

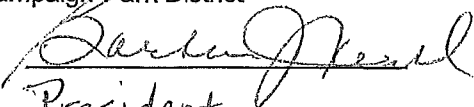
**Section 22 - Authority to Execute License Agreement:** Each person or entity executing this License Agreement represents that he/she/it is authorized to execute the License Agreement. Each person executing this License Agreement on behalf of any entity represents that he or she is authorized to execute this License Agreement on behalf of such entity.

**Section 23- Entire License Agreement and Amendment:** This License Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire agreement between Park District and Carle regarding the subject matter hereof, and may be changed, modified or amended only by mutual written agreement executed by Park District and Carle.

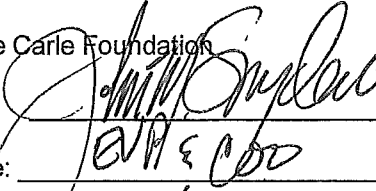
**Section 24- Time of the essence:** Time is of the essence of the performance of the terms of this License Agreement.

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

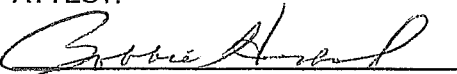
Champaign Park District

By:   
Title: President  
Date: 11/26/08

The Carle Foundation

By:   
Title: CEO  
Date: 11-20-08

ATTEST:

  
11/22/08, Secretary

LICENSE AGREEMENT EXTENSION

THIS EXTENSION OF LICENSE AGREEMENT made and entered into this 1<sup>st</sup> day of December 1, 2011, by and between Champaign Park District and Carle Foundation Hospital

WHEREAS, both parties have entered into a License Agreement dated the 1<sup>st</sup> day of December 2008, and

WHEREAS, the said License Agreement expires November 30, 2011; and  
WHEREAS, the parties now desire to extend the term of said agreement.  
NOW THEREFORE, in consideration of the mutual covenants contained herein,  
It is agreed as follows:

1. The agreement term is hereby extended for a three-year period.
2. All other terms and conditions of the original License Agreement shall apply to the Extension period.
3. Monthly compensation for extension period shall be adjusted 4% per year.

IN WITNESS WHEREOFF, the parties have set their hands and seals the day and year first above written.

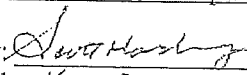
  
Champaign Park District

By: 

Title: President of Board of Commissioners

Date: November 9, 2011

Carle Foundation Hospital

By: 

Title: Vice President Fac. Div 5

Date: June 22, 2011



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director  
**DATE:** December 4, 2014  
**SUBJECT:** Patient Protection and Affordable Care Act

### Background

The Patient Protection and Affordable Care Act (PPACA) is a federal law providing for a fundamental reform of the United States healthcare and health insurance system. It was signed by President Barak Obama in 2010. The Act does not require businesses to provide health benefits to their workers, but larger employers face penalties if they do not make affordable coverage available. The Park District is considered a large employer as we have more than 100 full-time equivalent employees, as defined by the law. Enforcement of penalties will begin in 2015, a year later than originally scheduled.

According to the PPACA, coverage is not affordable with respect to an employee if the employees' required contribution for individual coverage under the employer plan exceeds 9.5% of household income. The Park District currently provides affordable health insurance to full-time staff by paying the cost for the individual plan in full. Large employers who do not cover at least 70% of their employees in 2015 (95% in 2016) with health insurance are subject to penalties of up to \$2,000 per full-time employee (in excess of 80 employees in 2015, in excess of 30 employees thereafter). Additionally, employers who offer coverage at an unaffordable rate are also subject to penalties of up to \$3,000 for each employee who goes to the exchange and qualifies for a credit up to a maximum of \$2,000 per full time employee.

This Act requires employers to define an employee as full-time (FT) if they work an average of at least 30 hours per week. All FT employees under the Act's definition must be provided the same health care plan at the same cost. Currently the Park District has four categories of employees which are listed in detail on Attachment A. The Park District currently defines a Full-Time Employee as an individual hired to work 37.5 to 40 hours per week. Additionally, the Park District employs many employees that work variable hours and there are ten board approved positions under the classification of Regular Part-Time (RPT). These RPT positions are scheduled to work 30 hours per week or more.

The Park District's health insurance plan year begins March 1, and therefore will be expected to comply with these regulations by March 1, 2015. The Act requires that employers establish measurement periods in which they will review their employees' hours of work to determine if they are full-time employees and eligible for health insurance under PPACA regulations. Any employee hired to work on average 30 hours per week or more automatically qualify and would not be included in the measurement periods.

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**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.**

After the measurement period the employer can take an administrative period of up to 90 days to enroll all eligible employees on the health insurance plan. Then the employer must begin a stability period which is equal in length to the measurement period. During the stability period eligible employees must be offered coverage if they were determined to be eligible during the measurement period. The employer is able to determine the measurement, administrative and stability periods based on the best scenario for the employer not to exceed 12 months in length. Staff will be using the following measurement periods.

Initial Measurement Period: January 1, 2014 – December 31, 2014

Administrative Period: January 1, 2015 – February 28, 2015

Stability Period: Every calendar year beginning March 1, 2015

Initial Measurement Periods for all new hires will be the 1<sup>st</sup> of the month following their date of hire. Since the Park District employs so many part-time staff that work nearly 40 hours per week during busy seasons a longer measurement period is recommended. Attachment B demonstrates the measurement periods.

To comply with this regulation a change in employee classifications would assist in defining employee status that would be determined by the number of hours worked. The first change would be to redefine the RPT position to one titled Full-Time Employee II (FT2). The FT2 employees would continue their current work hours. All current RPT employees scheduled to work 30 hours or more per week would be classified as the FT2 going forward. The FT2 employees would only be eligible for the benefits they currently receive and paid individual health insurance. Regular part-time employees currently receive leave time that is half that of a full-time employee as well as half the individual health premium paid by the District.

In addition, the Park District would have two classifications of Part-Time employees, one that works over 1,000 hours per year and is eligible for IMRF Pension and another that works less than 1,000 hours per year and is not eligible for benefits. Lastly, the seasonal employee position will be defined as those that work six consecutive months or less and therefore would not be eligible for benefits. These possible classifications are detailed in Attachment A.

Staff recommends the District enroll those employees who meet the standards set by this Act. The District currently has nine RPT staff that will qualify for the health insurance and CUSR has one employee that will qualify as well. One of the Park District RPT employees is currently receiving full health insurance benefits as they were grandfathered into this benefit more than a decade ago. The Park District will be required to provide insurance for eight additional employees beginning March 1, 2015. The estimated cost for the additional insurance would be approximately \$59,168.00 from the Park District benefits budget and \$7,396.00 from the CUSR budget for their current RPT employee.

An alternate option would be to take advantage of the special transition rule for 2015 only that requires for 70% of FT employees be offered the insurance. However, the Park District will still be subject to an individualized tax of \$3,000.00 per year for every employee who secures coverage on an exchange and qualifies for a Federal subsidy. This could allow the Park District to wait for one more year without adding any additional employees to the plan.



There are many regulations that the Park District will need to be vigilant in maintaining, as well as, continually reviewing employee hours to ensure that the Park District is in compliance. At this time the Board will need to determine classifications for staff that will be most beneficial to the Park District and will set the course for conforming to this Act.

Prior Board Action

None.

Budget Impact

The staff recommendation to fully comply with this new regulation of additional health insurance would annually be approximately \$59,168.00 from the Park District's health insurance/benefits budget and \$7,396.00 from the CUSR budget for their current RPT employee.

Recommended Action

Staff recommends that the Board approve the measurement period for a one year period beginning with the 2014 calendar year followed by an administrative period of January 1, 2015 to February 28, 2015 and a stability period of one year beginning March 1, 2015, and the proposed employment policy change in employee classifications as written on the Attachment A which includes Full-Time I, Full-Time II, Part-Time I, Part-Time II and Seasonal position. This would provide medical benefits for the eight additional Park District employees and one additional CUSR employee.

Prepared by:

Reviewed by:

Tammy Hoggatt  
Director of HR, IT and Risk

Joe DeLuce  
Executive Director

**Champaign Park District Employment Policies and Procedures Manual as approved August 2014.**

**1-8 CLASSIFICATION, DEFINITIONS, AND STATUS OF EMPLOYEES**

**EMPLOYEE CLASSIFICATION**

**Full-time Employees:** Employees who are designated as full-time by the Executive Director or the Board of Park Commissioners and who have completed their Introductory Period. Full-time employees are generally scheduled to work at least 37.5 - 40 hours per work week for four consecutive calendar quarters during a calendar year. Full-time employees may be required to work additional hours as necessary to complete all assigned tasks and as-needed during busy periods. Short-term and part-time employees are excluded from the full-time employee classification regardless of the number of hours worked.

- *Exempt* employees are classified as such if their job duties are exempt from the overtime and compensatory provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Their salaries are calculated on a weekly basis.
- *Non-Exempt* employees receive overtime pay or compensatory time in accordance with our overtime and compensatory time policies. Their salaries are calculated on an hourly basis. Non-exempt employees must utilize a time clock and/or time sheets to document hours worked.

**Introductory Employees:** During the first three months of employment with the Park District (the "Introductory Period"), all employees are classified as introductory employees for purposes of orientation, evaluation, and training. Introductory employees will also include employees who have previously served with the Park District and are beginning a new position.

During their Introductory Period, newly hired employees will be paid for holidays recognized by the Park District that are applicable to their employment classification. They will not be entitled to other time off such as vacation, personal days, or to attend professional conferences (unless determined necessary by the Executive Director). However, this time will accrue. Sick days accrue and may be used but the employees must provide written documentation. The introductory period will be extended accordingly. Other employee benefits such as insurance will be applicable as required or mandated by the Park District's agreement with the group insurance providers or by Park District policy. Transferred or promoted employees will continue the same benefits, if any, they had previously unless the employee's new position provides for different or no benefits, at the completion of the introductory period.

**Part-Time Employees:** Employees who are designated as part-time by the Executive Director or the Board of Park Commissioners and who have completed their introductory period are classified under one of the following two categories depending on work schedule:

- *Regular Part-time:* Part-time employees generally scheduled to work at least 1,000 hours in the same position for twelve consecutive months.
- *Part-time:* Part-time employees generally scheduled to work at less than 1,000 hours a calendar year in one or a variety of seasonal positions.

Part-time employees are classified as exempt or non-exempt and may be required to work more than their generally scheduled hours during busy periods. The number of hours that a part-time employee actually works will not change the employee's status as a part-time employee.

Unless specifically stated otherwise in writing by the Executive Director or the Board of Park Commissioners, part-time employees are ineligible to receive benefits. Seasonal employees are excluded from the part-time employees classification regardless of the number of hours worked.

**Seasonal Employees:** Employees who are designated as seasonal by the Executive Director or the Board of Park Commissioners are employed for a specific function or project, part-time or full-time, and for a temporary and limited period of time generally less than six months during a calendar year. These employees are hired as interim replacements to temporarily supplement the work force, or to assist in the completion of specific projects or programs. These employees' schedules are flexible based on business needs, or are seasonal in nature. Temporary and seasonal employees, are not eligible for benefits programs offered by Champaign Park District, except as required by state and/or federal laws. Temporary employees hired through agencies are employed by the respective agency and not by Champaign Park District. However, any seasonal employee who may work during three quarters or more of a calendar year shall not be considered a full-time or part-time employee unless so designated in writing by the Executive Director. A seasonal employee in a non-exempt position is paid by the hour, while a seasonal employee in an exempt position is paid according to the terms of hire for that individual. The Park District does not guarantee that seasonal employees will be rehired in a subsequent season or if rehired, for the same position.

#### **EMPLOYEE CLASSIFICATION REVIEW**

You may at any time submit a written request to your immediate supervisor for a review of the classification or status of your position. Your request must state your reasons justifying a review. Your immediate supervisor will make an investigation of the position with a view toward determining its correct classification and will report his findings in writing to the appropriate Department Head. Requests that receive Department Head approval will be forwarded to the Executive Director. The determination of the Executive Director will be in writing and will be final. If the Department Head does not approve a request, such decision shall be final.

**(PROPOSED CHANGES TO POLICY 1-8)**

**1-8 CLASSIFICATION, DEFINITIONS, AND STATUS OF EMPLOYEES**

**Full-Time Classified Personnel**

**Full-Time Employees I:** Generally scheduled to work a minimum of 37.5 – 40 hours per work week for four (4) consecutive calendar quarters during a calendar year and are eligible for all employee benefits. Full-Time Employees I (FT1) may be required to work additional hours as necessary to complete all assigned tasks and as-needed during busy periods. FT1 employees will be classified as either exempt or non-exempt.

Exempt employees are classified as such if their job duties are exempt from overtime and compensatory provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Their salaries are calculated on a bi-weekly basis. The Executive Director may, at his or her discretion, grant administrative time off for work in excess of the normal work schedule.

Non-Exempt employees receive overtime pay or compensatory time in accordance with the overtime and compensatory time policies. Their salaries are calculated on an hourly basis. Non-exempt employees must utilize a time clock and/or time sheets to document hours worked.

**Full-Time Employees II:** Effective January 1, 2015, these are employees whose schedules do not justify their classification as Full-Time Employees I but who are nonetheless generally scheduled to work a minimum average of 30 hours per work week for four (4) consecutive calendar quarters during a calendar year. They are eligible for single coverage only health benefits, any dependent care will be covered at the employee's expense. The Full-Time Employee II (FT2) is also eligible for half the leave time of a Full-Time Employee I but no other employee benefits. FT2 employees who work 31 – 40 hours in a work week will be paid their regular rate of pay. In compliance with FLSA, hours worked over 40 hours will be paid in accordance to the Park District's overtime compensation policy. The number of hours a FT2 employee actually works will not change the employee's status or classification as FT2 employee unless specifically stated otherwise in writing by the Executive Director.

**Part-Time and Seasonal Employees**

Employees who are designated as part-time or seasonal by the department head in consultation with the Director of Human Resources are classified under one of the following two categories depending on work schedule:

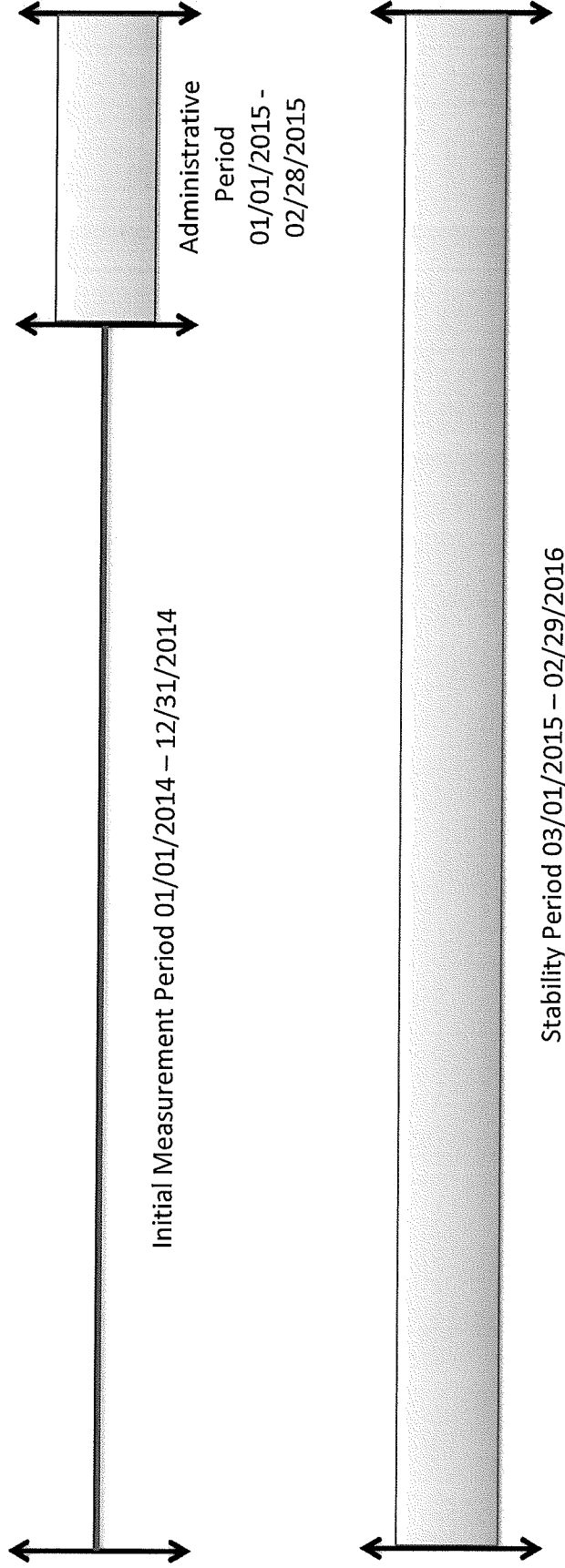
Part-Time Employees I: Effective January 1, 2015 these are employees who are generally scheduled to work a minimum average of 20 hours per work week or more than 1,000 hours in a year beginning with the employee's anniversary date. The Part-Time Employee I (PT1) is eligible for IMRF Pension and no other benefits. PT1 employees may not be scheduled to work more than 28 hours per week without prior approval from their department head in consultation with the Director of Human Resources.

Part-Time Employees II: Part-Time II employees (PT2) shall be defined as those employees who are hired to work less than 20 hours per work week for more than two (2) consecutive calendar quarters per year. PT2 employees are ineligible to receive benefits, unless otherwise required by law.

Seasonal Employees: These are employees who are generally hired around the same time each year for typically not more than six consecutive months each year. The seasonal classification is designated by the Director, a department head or immediate supervisor with review from the Human Resources Department. The Park District does not guarantee that seasonal employees will be rehired in a subsequent season or if rehired, for the same position. Seasonal employees are ineligible to receive benefits, unless otherwise required by law.

Part-time and seasonal employees are classified as non-exempt and may be required to work more than their generally scheduled hours during busy periods. If at any time it is determined a seasonal employee is going to exceed 1560 hours in a one year period the employee's status will require a classification change and must be approved by the Board of Park Commissioners. Unless specifically stated otherwise in writing by the Executive Director or the Board of Park Commissioners, part-time employees are ineligible to receive benefits unless specified in this Manual. Seasonal employees are excluded from the part-time employees' classification regardless of the number of hours worked.

## Outline of PPACA Measurement Periods



### Measurement Period Explanation

- Initial Measurement Period is used to determine which full-time employees worked over 30 hours per week and are eligible for health insurance
- Administrative Period is the open enrollment period in which eligible employees are enrolled in the plan
- Stability Period is the time period in which the eligible employees are active in the health insurance program
- Staff hours are measured annually to determine if they qualify for health insurance in each subsequent year