



**REGULAR BOARD MEETING  
BRESNAN MEETING CENTER  
706 Kenwood Road, Champaign, Illinois  
Wednesday, June 8, 2016  
7:00 p.m.**

**A. CALL TO ORDER**

**B. PRESENTATIONS**

1. Trails Master Plan, Champaign County Regional Planning Commission

**C. COMMENTS FROM THE PUBLIC**

**D. COMMUNICATIONS**

**E. TREASURER'S REPORT**

1. Consideration of Acceptance of the Treasurer's Report for the Month of May 2016

**F. EXECUTIVE DIRECTOR'S REPORT**

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

**G. COMMITTEE AND LIAISON REPORTS**

1. Champaign Parks Foundation

**H. REPORT OF OFFICERS**

1. Attorney's Report
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 Annual and Regular Board Meetings, May 11, 2016
2. Approval of Minutes of the Special Board Meeting, May 25, 2016
3. Approval of a Subrecipient Agreement between the City of Champaign and the Park District for the Community Matters Program

**J. NEW BUSINESS**

1. Approval of Disbursements as of May 11, 2016  
Staff recommends approval of the list of disbursements for the period beginning May 11, 2016 and ending June 7, 2016.

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2. Approval of a Bid for the Beardsley Park Basketball Court Replacement Project  
Staff recommends approval of the main bid, alternate 1 and alternate 4 for the Beardsley Park Basketball Court Replacement Project and authorize the Executive Director to enter into a contract with the lowest responsible bidder, Wells & Wells Construction Company, in the amount of \$47,263.00.
3. Approval of a Bid for the Springer Cultural Center Backup Generator  
Staff recommends approval of the bid for the Springer Cultural Center Backup Generator and authorize the Executive Director to enter into a contract with the lowest responsible bidder, Waters Electrical Contracting Inc., in the amount of \$51,356.00.
4. Approval of a Bid for Powell Park Picnic Shelter  
Staff recommends approval of the bid for the Powell Park Picnic Shelter and authorize the Executive Director to enter into a contract with the lowest responsible bidder, Shaw Brothers Concrete, in the amount of \$34,261.00.
5. Approval of Board Priorities for FY16-17  
Staff recommends approval of the FY16-17 Board priorities.
6. Approval of Revisions to Champaign Parks Foundation By-Laws  
The Champaign Parks Foundation Board of Directors is requesting an amendment to the Foundation by-laws to reflect a change in the regular meeting times from bi-monthly to monthly.
7. Ordinance No. 608: Prevailing Wage  
State Statutes require local governments to annually adopt an ordinance listing the prevailing wages for the Park District. Staff recommends that the Board adopt Ordinance No. 608 declaring the prevailing wage rates for the ensuing year to be the same as those fixed for Champaign County by the Illinois Department of Labor.

**K. OLD BUSINESS**

**L. DISCUSSION ITEMS**

1. Annual Operating Budget FY16-17
2. Hessel Phase 2 and 3 Project

**M. COMMENTS FROM COMMISSIONERS**

**N. ADJOURN**

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

**May 11, 2016**

The Champaign Park District Board of Commissioners held an Annual Meeting on Wednesday, May 11 2016 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President McMahon presided over the meeting.

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

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

Staff and other members of the public were in attendance.

**Call to Order**

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

**Election of Officers**

Election of President

Vice President Hays made a motion to nominate and elect Timothy P. McMahon for the office of President. The motion was seconded by Commissioner Solon. There were no other nominations. The motion passed 4-0.

Election of Vice President

Commissioner Solon made a motion to nominate and elect Craig Hays for the office of Vice President. The motion was seconded by Commissioner Griggs. There were no other nominations. The motion passed 4-0.

**Appointment of Officers**

Appointment of Secretary Assistant Secretary and Treasurer

Commissioner Solon made a motion that Cindy Harvey be appointed as Secretary, Joseph C. DeLuce be appointed as Assistant Secretary and Gary Wackerlin be appointed as Treasurer of the Champaign Park District. The motion was seconded by Vice President Hays. There were no other nominations. The motion passed 4-0. Attorney Hall then administered the Oaths of Office to Secretary Cindy Harvey, Assistant Secretary Joe DeLuce, and Treasurer Gary Wackerlin.

Commissioner Kuhl arrived at the meeting at 7:03 p.m.

Appointment of Board Member to Boards and Committees

Commissioner Solon made a motion to nominate Vice President Hays to the Champaign Parks Foundation Board. The motion was seconded by Commissioner Griggs. There were no other nominations. The motion passed 5-0.

**Adjourn**

There being no further business to come before the meeting, upon a motion duly made by Commissioner Solon, seconded by Commissioner Griggs and unanimously approved, the Annual Meeting was adjourned at 7:04 p.m.

Approved:

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Timothy P. McMahon, President

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Cindy Harvey, Secretary

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

**May 11, 2016**

The Champaign Park District Board of Commissioners held a Regular Board Meeting on Wednesday, May 11 2016 at 7:04 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President McMahon presided over the meeting.

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

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

Staff and other members of the public were in attendance.

**Call to Order**

President McMahon called the meeting to order at 7:04 p.m.

**Comments from the Public**

None.

**Communications**

President McMahon circulated the communications.

**Treasurer's Report**

Treasurer Wackerlin reviewed the Treasurer's Report for the month of April 2016 and found it to be in appropriate order.

Ms. Wallace noted that the Treasurer's Report includes two new funds to segregate funds approved by the Board for park and development, as well as trails.

Commissioner Solon made a motion to accept the Treasurer's Report for the month of April 2016. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

**Executive Director's Report**

Volunteer of the Month

Mr. Crump reported that Elizabeth Kirby was chosen as April Volunteer of the Month. She is a master naturalist and steward of natural lands in Champaign and Urbana parks, and Champaign Country Forest Preserve sites. Ms. Kirby was recognized for her efforts in natural areas where her focus for the past few years for the Park District has been Heritage Park. She was presented with a Certificate of Appreciation and a bag of goodies. The Board thanked Ms. Kirby for her efforts.

General Announcements

Mr. DeLuce reported that the training with Beth Michaels has been scheduled for Monday, July 25, 2016 at 5:30 p.m. He stated that the Champaign Park Honors will be held on May 12, 2016 from 5 to 6:30 p.m. at the Hilton Garden Inn. The ribbon cutting ceremony for the Garden Hills path will take place at noon on May 21, 2016. Mr. DeLuce show a preview of video that will be introduced as part of Champaign Parks Honors. He is working on dates and times for Heritage and Shop project team meetings. Mr. DeLuce reported that staff is finalizing report card grades for the first five parks, and that report cards on the remaining parks will be completed by end of 2016.



## **Committee and Liaison Reports**

### Champaign Parks Foundation

Vice President Hays reported that Foundation Board elected Newton Dodds for office of President; Laura Shapland for office of Vice President; and Art Thoma for office of Secretary at its annual meeting. He stated that the Board discussed Virginia Theatre ticketing fees. Vice President Hays reported that the Board approved spending up to \$30,000.00 for Virginia Theatre furniture and spending funds designated for Eisner Park ballfield for batting cages. He announced that the Board would like to resume meeting monthly. Vice President Hays reported that Scott Miller and Bryan Banks opted not to be reappointed to the Board. Two new members, Patrick Harrington and AJ Thoma, were appointed to the Board.

Mr. DeLuce reported that staff was working on plaques to present to the outgoing Board members. Vice President thanked former Board President Scott Miller and Board Member Bryan Banks for their time and efforts on the Board.

Vice President Hays reported that the Foundation Board decided not to have a car raffle. He stated that the Board is working on three events, and he will share details once they have been finalized.

## **Report of Officers**

### Attorney's Report

None.

### President's Report

President McMahan updated the Board on the Legislative Reception. He reported that the Board and staff had dinner with Carol Ammons, Scott Bennett, Urbana Park District Board and staff, and Champaign Country Forest Preserve District Board and staff.

He offered condolences to Ms. Wallace and family on the passing of her father.

President McMahan reported that talks continue with Champaign School District Unit 4.

## **Consent Agenda**

President McMahan stated that all items on the Consent Agenda are considered routine and shall be acted upon by one motion. If discussion is desired regarding any item, that item shall be removed and discussed separately. Mr. DeLuce asked that Item 9. d. be removed from the consent agenda and the Board concurred by consensus. The Consent Agenda items were then as follows:

1. Minutes of the Study Session Meeting, March 30, 2016
2. Minutes of the Executive Session Meeting, March 30, 2016
3. Minutes of the Regular Board Meeting, April 13, 2016
4. Minutes of the Executive Session Meeting, April 13, 2016
5. Minutes of the Special Board Meeting, April 27, 2016
6. Approval of a Bid for the Hard Court Surface Refurbishment of Hessel Park Tennis Courts, and authorizing the Executive Director to enter into a contract with the lowest responsible bidder, Harris-Barrier Corporation of Indianapolis IN, in the amount of \$34,658.00
7. Approval of a Bid for the purchase of playground surfacing mulch and authorizing the Executive Director to enter into a contract with the lowest responsible bidder, Stillwater Enterprises, at the bid price of \$16.90 per cubic yard
8. Approval of a Bid for replacement of fencing at Hazel Park from the lowest responsible bidder, S.K. Service Corporation, at the bid price of \$19,750.00
9. Policies
  - a. Participation in Professional Conferences and Seminars Policy
  - b. Cooperation Policy
  - c. New Employee Reporting Policy
  - e. Soccer Goal Safety and Education Policy

Commissioner Griggs made a motion to approve Consent Agenda Items 1 through 9. a, b, c. and e. The motion was seconded by Vice President Hays. The motion passed 5-0.

9. Policies
  - d. Criminal Background Investigation Policy

Mr. DeLuce reported that staff would like to review the policy and return it at a future meeting for Board consideration.

## **New Business**

### Approval of Disbursements as of April 13, 2016

President McMahon reported that staff recommended approval of the list of disbursements for the period beginning April 13, 2016 and ending May 10, 2016

Vice President Hays made a motion to approve the list of disbursements for the period beginning April 13, 2016 and ending May 10, 2016. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

### Approval Setting a Public Hearing on the Budget and Appropriation Ordinance.

Ms. Wallace presented the staff report and responded to questions. She reported that this is an annual requirement to set the date for the budget and appropriation ordinance. Discussion ensued. Ms. Wallace discussed the process for making changes to the budget and appropriation ordinance. She reported that the budget book will be distributed to the Board at the May 25, 2016 Special Board meeting.

Commissioner Griggs made a motion to approve setting a public hearing on the proposed Budget and Appropriation Ordinance for Wednesday, June 22, 2016 at 5:30 p.m. at the Bresnan Meeting Center to receive public comments. The motion was seconded by Commissioner Solon. The motion passed 5-0. Ordinance No. 598, the proposed Budget and Appropriation Ordinance is available at the Bresnan Meeting Center for public viewing.

### Approval of a Bid for American with Disabilities Act (ADA) General Accessibility Projects

Ms. Crump presented the staff report and responded to questions. He reported regarding the ADA Transition Plan adopted by the Board in 2012, staff select a number of projects to include in the capital projects. Mr. Crump stated that this year accessibility to project amenities in certain parks were chosen. Discussion ensued. Mr. Crump reported that a small shelter will be added in Morrissey Park.

Vice President Hays made a motion to accept the lowest responsible bid for ADA General Accessibility Projects and authorized the Executive Director to enter into a contract with Shaw Brothers Concrete in the amount of \$70,140.00. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

### Approval of the Bid to Purchase a New Backhoe

Mr. Crump presented the staff report. He reported the old backhoe has several safety concerns. One bid did not meet the specifications and staff recommended accepting the lowest responsible bid.

Commissioner Solon made a motion to accept the second lowest responsible bid that met all specifications and authorized the purchase of one (1) new 2016 Case 580 Super N from Birkey's Farm Store in the amount of \$78,840. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

### Approval of Ordinance No. 607: An Ordinance Providing for Disposal of Personal Property

Mr. DeLuce presented the staff report. He reported that the old backhoe will be used as trade-in.

Commissioner Griggs made a motion to approve Ordinance No. 607: An Ordinance Providing for Disposal of Personal Property owned by the Champaign Park District, which authorized and approved disposal of one of one 1986 Case 580E Backhoe Loader. The motion was seconded by Commissioner Solon. The motion passed 5-0.

Approval of a Request for a Temporary Easement in Scott Park from the Urbana-Champaign Sanitary District

Mr. Crump presented the staff report and responded to questions. He reported that the Illinois Department of Natural Resources agreed to the 18 month period to complete the project. The time frame will allow for completion of construction and plantings.

Commissioner Solon made a motion to approve granting a temporary easement in Scott Park to the Urbana-Champaign Sanitary District and requesting payment of fees in accordance with Ordinance No. 459. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

Approval of an Agreement between the Park District and Micro Systems International, Inc.

Ms. Hoggatt presented the staff report. She reported that Micro Systems has consulted with the Park District since 2012. Ms. Hoggatt shared the history of the relationship with Micro Systems and the work accomplished to date.

Commissioner Kuhl made a motion to approve an agreement between the Park District and Micro Systems International, Inc. for a one year period at the rate of \$2,500.00 per month. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

**Old Business**

None.

**Discussion Items**

FY16-17 Operating Budget

Ms. Wallace updated on the estimated revenues and appropriations. Expenses are projected to be \$16,949,810.00. She noted that the large increase in capital outlay is due to adding two projects: Heritage Park Phase 1 and Hessel Park Phase 3. Ms. Wallace discussed reasons for increases in supplies and commodities. She reported that general utilities and storm water utility expenses are project to increase. Discussion ensued. Staff will account for an increase in water and sanitary fees. Ms. Wallace will forward a summary sheet which shows percentages projected over next year. Commissioner Solon commented regarding the proposed rate increase from Ameren and how it is reflecting in the budget.

Vice President Hays inquired about the status and effect of the IMET matter. Discussion ensued.

**Comments from Commissioners**

Commissioner Hays complimented Virginia Theatre Director Steven Bentz and the volunteers for doing an excellent job during the Jack Hanna show.

Commissioner Griggs reported on the Legislative Conference. He stated that the morning session was great and that Scott Bennett was on a panel that addressed parks.

Commissioner Solon echoed Commissioner Hays' comments regarding the Virginia Theatre staff. She sent kudos to the Virginia Theatre staff.

**Executive Session**

No Executive Session was held.

**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 Vice President Hays. The motion passed 5-0 and the meeting was adjourned at 7:40 p.m.

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Timothy P. McMahon, President

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Cindy Harvey, Secretary

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

**May 25, 2016**

The Champaign Park District Board of Commissioners held a Special Board meeting on Wednesday, May 25, 2016 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President McMahon presided over the meeting.

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

Absent: Commissioner Alvin S. Griggs

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Kevin Crump, Director of Operations and Planning, Jameel Jones, Director of Recreation, Tammy Hoggatt, Director of Human Resources, Information Technology and Risk, Steven Bentz, Director of the Virginia Theatre.

Other staff were in attendance as well as members of the public.

**Call to Order**

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

**Comments from the Public**

Theresa Truelove, 508 S. McKinley, Champaign, addressed the Board about the need for a year-round indoor pool. The Board thanked Ms. Truelove for her comments. Additionally, Commissioner Kuhl thanked Ms. Truelove for her continuing interest.

**Discussion Items**

Virginia Theatre Ticket Fees

Mr. Bentz reported about the Virginia Theatre ticket fees that are charged for rental clients and Park District self-produced shows. He addressed the restoration fee and whether that might be increased in the future. The Board previously considered the fees based on information presented and decided not to increase restoration fees in FY16-17. However, the Board requested follow-up information on how those fees impact different types of shows, and financial impact if fees are raised. Mr. Bentz reviewed samples of rental and self-produced shows if the restoration fees were increased from \$1.00 to \$1.25 or \$2.00. Discussed ensued. The Board thanked staff for compiling the information.

Commissioner Solon at 5:32 to the meeting.

Staff Drug Testing Procedures and Policies

Ms. Hoggatt presented the staff report and responded to questions. Staff contacted several local agencies about drug testing procedures. Ms. Hoggatt reported that the agencies randomly test employees with a Commercial Driver's License (CDL) and conduct pre-employment testing. One of the agencies also test employees who transport participants. Currently, the Park District test employees with a CDL, pre-employment, safety sensitive positions and reasonable suspicion. She addressed the number of employees if all employees who drive Park District vehicles are randomly drug tested and the costs associated with the testing. Ms. Hoggatt discussed the pros and cons of random testing. Hiring employees is contingent upon passing a pre-employment drug test. Discussion ensued. Vice President Hays asked questions about the reasonable suspicion policy and the insurance carrier position and if it offers discounts for more random testing. Ms. Hoggatt and Mr. Hall discussed the process for testing in accordance with the reasonable suspicion policy. She reported that the Park District's insurer does not

offer discounts for conducting random drug testing. She explained how the testing procedures relate to the PDRMA Accreditation process that the Park District participates in every three years.

After discussion, the Board decided to not make changes to the current drug testing procedures and policies. Staff will present the procedures and policy to the Board for approval at the June Regular Board meeting.

#### Board Priorities for FY16-17

Mr. DeLuce reported that as part of the Illinois Accreditation process and best practices, Board priorities for FY16-17 must be approved by the Board. He presented the proposed Board priorities and responded to questions.

Commissioner Solon suggested that staff elaborate about the plan and develop phase 1 of the Heritage Park improvements strategic initiative. President McMahon inquired about the Trails Master Plan. Mr. DeLuce stated that the Trails Master Plan will include recommendations and will be presented for Board acceptance.

After discussion, Mr. DeLuce stated that staff will revise the plan and develop phase 1 of the Heritage Park improvements initiative and present the priorities to the Board for approval at the June Regular Board meeting.

#### **Consent Agenda**

President McMahon stated that all items on the Consent Agenda are considered routine and shall be acted upon by one motion. If discussion is desired, that item shall be removed and discussed separately. Commissioners asked that the Abused and Neglected Child Reporting Policy, Item 1. c., Behavior Management Policy, Item 1. g. and Scholarship Policy, Item 1. h be addressed separately. The items for consent were as follows:

1. Policies
  - a. State Background Investigation Policy
  - b. Comprehensive Year-Round Recreation Policy
  - d. Abused and Neglected Child Reporting Procedures
  - e. Policy on Volunteers
  - f. Community Input Policy
  - i. Comprehensive Assessment Policy
  - j. Program Statistics Policy

Commissioner Kuhl made a motion to approve Consent Agenda Items 1. a, b, d, e, f, i, and j. The motion was seconded by Vice President Hays. The motion passed 4-0.

- c. Abused and Neglected Child Reporting Policy

Commissioner Kuhl suggested revisions to the Abused and Neglected Child Reporting policy. There were no objections from the Board. Commissioner Solon made a motion to approve the Abused and Neglected Child Reporting Policy with the minor changes as suggested by Commissioner Kuhl. The motion was seconded by Commissioner Kuhl. The motion passed 4-0.

- g. Behavior Management Policy

Commissioners Kuhl noted a grammatical error and suggested clarification to the consequences of inappropriate behavior and offenses in the policy. Commissioner Solon questioned whether the policy applied to children and adults, and suggested clarification to the policy. Vice President Hays asked questions about the timeframe of suspensions.

Staff will revise the policy to address the concerns raised by the Board and will present the policy to the Board for approval at a later date.

#### h. Scholarship Policy

Commissioners Kuhl and Solon asked if scholarships were offered to participants over 18 and suggested that the policy be revised to address this issue.

Staff will revise the policy to address the concerns and present the policy to the Board for approval at a later date.

#### **Action Items**

##### Approval of Budget Line Transfers

Ms. Wallace presented the report. She indicated that this is an annual matter where line item transfers are made within funds where certain line items will exceed their original budget. This is being done to comply with the Park Code and for audit purposes. The transfers do not affect the overall budget as other line items would be decreased within the same funds. Discussed ensued. Mr. Wallace responded to questions asked by President McMahon about funds allocated for managers and supervisors in various areas.

Commissioner Kuhl made a motion to approve line item transfers of FY15-16 budget be made within funds where amounts will exceed their original budget. The motion was seconded by Commissioner Solon. The motion passed 4-0.

##### Approval of New Positions

Mr. DeLuce presented the report. He reported that a request to reclassify the two positions was presented to the Board at a previous meeting and that staff was requesting approval to move forward with the positions. Discussion ensued. Staff responded to questions asked by Vice President Hays about the reclassification of the positions.

Commissioner Kuhl made a motion to approve the Full-Time 2 Youth Theatre Program position and the reclassification of the Trash Recycling Worker position to a Full-Time 1 position. The motion was seconded by Vice President Hays. The motion passed 4-0.

##### Approval of the Strategic Plan

Mr. DeLuce presented the report and responded to questions. The strategic plan was revised based on comments received from the Board. He discussed the process used to develop the strategic plan. The plan includes the mission, vision, work culture, values, strategic goals and objectives. Staff believes that this is a good plan and provides direction and a clear understanding of the Park District's future. Discussion ensued.

Commissioner Solon inquired about the meaning of the statement regarding workplace culture. She also addressed the objectives to focus on family and first time users. She also suggested revising the objective about the recommendations of the U of I Recreation, Sports, and Tourism evaluation of programs. Discussion ensued. Staff will revise based on the comments received.

Commissioner Solon suggested that the plan include an objective that the Park District provide program scholarships for people of all ages.

Commissioner Kuhl made a motion to approve the 2016-2019 Strategic Plan with the recommended changes. The motion was seconded by Vice President Hays. The motion passed 4-0.

**Comments from Commissioners**

Commissioner Solon reported to the Board on the Garden Hills Ribbon Cutting Ceremony and the event at Douglass Park.

Commissioner Kuhl stated that staff did a tremendous job at the Garden Hills Path Ribbon-Cutting Ceremony.

President McMahon and Vice President Hays updated the Board on discussions with Unit 4 School District.

**Adjourn**

There being no further business to come before the Board, Vice President Hays made a motion to adjourn the meeting. The motion was seconded by Commissioner Solon. The motion passed 4-0 and the meeting was adjourned at 6:30 p.m.

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Timothy P. McMahon, President

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Cindy Harvey, Secretary





## **REPORT TO PARK BOARD**

**FROM: Joe DeLuce, Executive Director**

**DATE: May 16, 2016**

**SUBJECT: CommUnity Matters Agreement with City of Champaign**

### **BACKGROUND**

During the summer of 2007, we were contacted by the City of Champaign Police Department, which was encountering issues with various criminal incidents in the Garden Hills area involving young people. The City implemented an all-out effort to stop these incidents, improve the neighborhood infrastructure, and they also asked us to provide recreation activities as alternatives to criminal activities for these young people.

The District responded by creating a series of events and activities on six Thursday nights throughout the summer. The Summer Thrills at Garden Hills was created as a series of special events for all ages. These events included movie nights, concerts, sports activities, and a variety of other fun events. The response from the neighborhood was fantastic and they wanted to see more activities and events in the park.

The Garden Hills area (West of Prospect Avenue, South of Bloomington Road, East of Mattis Avenue and North of Bradley Avenue) currently has over 750 students in elementary, middle school and high school. The Garden Hills area has very little park space or access to indoor recreation opportunities, therefore the need for something for these young people to do was really needed.

The City of Champaign, Unit 4, and the Park District discussed various possibilities and came up with an idea to create year-round programming for the Garden Hills residents based out of the Garden Hills Elementary School and park. A committee of staff members from the City of Champaign, Unit 4 Schools, the United Way of Champaign County, and Champaign Park District met to create a pilot year-round program that met the needs of residents of the Garden Hills community.

The City of Champaign officials have been very pleased with the success of the programs offered during the past five years for the Garden Hills Neighborhood. The programs have been a true win-win partnership for the City, Park District and the School District. The residents also are very excited about continuing the programs and have voiced their support for continuing the programs.

### **PROPOSAL FOR THE SUMMER OF 2016**

Last year, 25 children/youth and 10 Teens in the Garden Hills Community were invited to attend summer day camp at Douglass Park. This year will be providing daycamp opportunities for 34 total kids which includes our regular day camps for ages 6 – 11 and Teens aged 12 – 15. We will reserve 24 slots for youth ages 6-12 years old and 10 slots for teens aged 12 – 15. The

Douglass Day Camp will provide a wide range of daily activities to support physical, emotional, intellectual and social development along with FUN for every youth who attends the 10-week day camp.

Douglass Day Camp runs from May 31<sup>st</sup> through August 5<sup>th</sup>, with the operating hours of 7:30am to 5:30am Monday through Friday. Day Camp staff will make arrangements for all field trips. The Champaign Park District will provide a staff supervision ratio of one supervisor to every eight (8) participants in the program.

Also, throughout the year the Champaign Park District will host one (1) special event to focus on civic engagement and celebrating community. Potential sites for these events include, Garden Hills Park and Bristol Park. The Champaign Park District will work to coordinate and staff the events.

### **FINANCIAL**

The City of Champaign will provide funding through the Community Development Block Grant (CDBG) for the summer daycamp program at Douglass Park and other one (2) special events in the amount of \$22,375 from July 1, 2016 through June 30, 2017. The funds will be allocated as follows: \$18,000 for 24 youth and 10 Teens to attend the Douglass Day Camps and \$1,500 for one special event. Any funds remaining in the current budget from the City of Champaign will be carried over from FY16-17 to the summer daycamp program. The funding for this program has been reduced over the years and additional programs and agencies have also requested funding from the City of Champaign.

### **RECOMMENDATION**

The City of Champaign has provided a contract for Park Board consideration of approval for the 2016-17 budget years in the amount of \$22,375. Staff recommendation is to continue this partnership and move forward with the Summer Day Camp Program and special events through the Community Matters Program.

Prepared by:

Reviewed by:

Jameel Jones  
Director of Recreation

Joe DeLuce  
Executive Director

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF CHAMPAIGN & CHAMPAIGN PARK DISTRICT  
FOR THE CommUnity MATTERS PROGRAM**

THIS AGREEMENT, entered this 1<sup>st</sup> day of July, 2016 by and between the **City of Champaign** (herein called the “Grantee”) and **Champaign Park District** (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

**A. Summer Day Camp and Special Event**

**Summer Day Camp**

The Champaign Park District (CPD) will serve primarily Garden Hills, Douglass Park, Beardsley Park and Bristol Park neighborhood youth at the Douglass Park Recreation Center at 512 East Grove Street, Champaign. CPD will reserve 24 slots for youth ages 6-12 years old and 10 slots for teenagers ages 12-15 to provide a wide range of daily activities to support physical, emotional, intellectual and social development for every youth who attends these day camps.

This grant agreement provides funding for summer day camp beginning July 1, 2016 through June 30, 2017. Specifics for the Summer 2016 Douglass Day Camp are outlined below and run from May 31, 2016 through August 4, 2016 with the operating hours of 7:30am to 5:30am Monday through Friday. Those activities taking place prior to this agreement through July 31, 2016, will be provided through the FY 2015/16 grant agreement. Funding for June 2017 summer day camp slots (approximately 34) are included in this FY 2016/17 agreement and will be similar in scope as the FY 2016/17 activities listed below.

Day Camp staff will make arrangements for all field trips. The Champaign Park District will provide a staff supervision ratio of one supervisor to every eight (8) participants in the program. Planning is already underway for numerous field trips, swimming and other activities, based upon our weekly themes for the summer. Our themes for both Day Camp and Teen Camp are as follows:

**Summer Day Camp Program Themes**

- Week 1: Mystery Week

- Week 2: Holiday Hullabaloo
- Week 3: Be a Good Sport
- Week 4: Leaders in Training
- Week 5: S.T.E.M. (Science, technology, engineering and math)
- Week 6: Party in the USA
- Week 7: Explore the Arts
- Week 8: Into the Wild
- Week 9: Around the World
- Week 10: Welcome to Rio!

**Special Event**

The Champaign Park District will host two (2) special events in a targeted neighborhood focusing on civic engagement and celebrating community during this grant period. The Champaign Park District will work to coordinate and staff the events with input from the City of Champaign and the neighborhood groups in these areas.

The FY 2016/17 CDBG-funded services will be provided for residents residing in the targeted areas of Garden Hills, Beardsley Park, Douglass Park and Bristol Park neighborhoods. If summer day camp slots remain after the program is underway other children from non-targeted area, but income-eligible households may participate. The special events will occur in the Garden Hills and Bristol Park neighborhoods. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee.

**B. Program Delivery for the Summer Day Camp and Special Events**

Listed below are the major tasks of the **Summer Day Camp and Special Event** that will be performed:

- Activity #1 Summer Day Camp (34 youth for 10 weeks, M-F, 7:30-5:30)
- Activity #2 Special Events

In addition, the Subrecipient will ensure that the numbers, background and qualifications of the Subrecipient's staff providing the **Summer Day Camp and Special Event** and any related services at all times are appropriate for the enrolled youth.

Maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the families receiving the **Summer Day Camp and Special Event** services as a result of assistance provided through the CDBG program.

C. Budget Method and Compensation

At a minimum of once per quarter, the Subrecipient shall provide the Grantee expense information for the **Summer Day Camp and Special Event** services described in Section A. of this Agreement.

D. National Objectives

The Subrecipient certifies that the CDBG-funded activity (ies) carried out under this Agreement benefits low- and moderate-income persons or those presumed to be principally low- and moderate income such as elderly, severally disabled, or homeless.

E. Level of Accomplishment – Goals and Performance Measures

Outcomes:

The desired outcomes of the program are to provide positive family and individual recreational opportunities in a safe environment.

F. Staffing

Appropriate Staffing
Administrative staff as assigned

The Subrecipient will notify the Grantee of any changes in the Key Personnel assigned or their general responsibilities under this project within two weeks of such change(s).

G. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement and may be the basis for suspension or termination of this Agreement in accordance with subsection VII-G of this Agreement.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the **1<sup>st</sup> day July, 2016** and end on the **30<sup>th</sup> day June, 2017**, unless otherwise extended in written modification to this contract executed by the Grantee and the Subrecipient. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

**FY 2016/17 Community Development Block Grant (federal CDBG) funds:**

Line Item	Budget for Summer Day Camp and Special Events
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Summer Day Camp	\$19,375
Special Events	\$3,000
<b>Total FY 2016/17 Budget</b>	<b>\$22,375</b>

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **Twenty Two Thousand Three Hundred Seventy Five Dollars and 00/100 (\$22,375)**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance. Final invoices must be submitted prior to August 31, 2017. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified by the city.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via first-class mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice sent in this manner shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee  
 Neighborhood Services Director  
 City of Champaign,  
 102 North Neil Street  
 Champaign, IL 61820  
 217.403.7070

Subrecipient  
 Director of Recreation  
 Champaign Park District  
 706 Kenwood Road  
 Champaign, IL 61821  
 217.398.2550

**VI. SPECIAL CONDITIONS**

*None*

**VII. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the

provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement except and only to the extent that said obligations are modified in said amendments.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

G. Suspension or Termination

1. Default by Subrecipient. In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement because of a default by the Subrecipient if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- c) Ineffective or improper use of funds provided under this Agreement; or
- d) Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

The Grantee shall provide the Subrecipient with written notice of any suspension of this agreement. Said written notice shall describe the basis for the suspension and the actions required to end the suspension. The Grantee shall provide the Subrecipient with written notice prior to terminating this agreement based upon the Subrecipient's default. Said written notice shall describe the basis of the default, provide that the Subrecipient shall have thirty days from the date of said notice to cure said default, and specify what actions are required for said cure.

2. Termination for convenience. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

**VIII. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management



1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the

expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient shall follow any and all applicable laws regarding confidentiality unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall not earn program income through the CommUnity Matters program without prior written approval from the Grantee. If the Subrecipient does seek and receive approval to earn program income, the Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular quarterly Progress Reports to the Grantee in the form and content as required by the Grantee.

D. Procurement

1. Purchasing Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all CDBG-purchased materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

2. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

**IX. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the Grantee's Human Rights Ordinance at Chapter 17 of the Champaign Municipal Code as amended, and the State of Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to submit and carry out an Affirmative Action Plan in accordance with the requirements imposed on non-exempt contracting entities in Sec. 12.5-65 of the Champaign Municipal Code in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Subrecipient shall submit said plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set

forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include all of the provisions in this Section IX of Paragraph A pertaining to Civil Rights and Paragraph B pertaining to Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its

entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent,



consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and

irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**X. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

**XI. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIII. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XIV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all

prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Champaign

Champaign Park District  
FEIN #37-6000474

By \_\_\_\_\_  
Dorothy Ann David, City Manager

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_  
Marilyn Banks, City Clerk

Attest \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## HUMAN RIGHTS GUARANTEE PROVISION

(Champaign Municipal Code § 12.5-64)

(a) For purposes of this provision, "contracting entity" means the legal entity that has signed a contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the City. The words used herein and the requirements shall be interpreted or have the meaning ascribed to them in the City's Equal Opportunity in Purchasing Ordinance.

(1) **Non-Discrimination Pledge.** The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual preference, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The contracting entity shall take good faith affirmative action in accordance with its affirmative action plan which has been submitted to and approved by the City.

(2) **Notices.** The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the City's notices.

(3) **Solicitation and Ads for Employment.** The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual preference, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. An advertisement in a publication may state: "This is an Equal Opportunity Employer", which statement shall meet the requirements of this Section.

(4) **Employment Relations.** The contracting entity shall have sent within six (6) months prior to entering into a City contract or shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in Section 2 advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the Non-Discrimination Pledge.

(5) **Access to Books.** The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the City Manager or by the City Manager's designee for purposes of investigation to ascertain compliance with this provision.

(6) **Reports.** The contracting entity shall provide periodic compliance reports to the City Manager. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantee".

(7) **Remedies.** In the event that any contracting entity fails to comply with the non-discrimination pledge, affirmative action provisions of the above subsections, or fails to comply with or make good faith efforts to comply with affirmative action plans or any provision of City, State or Federal law relating to human rights, after the City has provided written notice to the contracting entity of such failure to comply and provided the contracting entity with an opportunity to speak to the City Manager or the City Manager's designee relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:

- (i) Cancel, terminate or suspend the contract in whole or in part;
- (ii) Declare the contracting entity ineligible for further contracts for a calendar year;
- (iii) Recover from the contracting entity by set-off against the unpaid portion of the contract price, or otherwise recover money due to the contracting entity pursuant to the contract, the sum of Fifty Dollars (\$50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity shall fail to comply with these provisions of the contract, as determined by the City Manager, the said sum being fixed and agreed upon by and between the contracting entity and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the City would sustain;
- (iv) Seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

(b) The construction contractor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

[Note: If Federal funds are source of project funding, attach as Appendix A, Federal requirements obtained from the Legal Department. Do not include this sheet in the Contract Documents.]



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** May 27, 2016

**SUBJECT:** Hard Court Replacement Project – Beardsley Basketball Court

### Background

Hard Court Replacement was included in the 2016/2017 Capital Improvement plan (Project #17PM01). Each year, staff identifies hard court basketball surfaces in need of replacement due to extensive cracking, sub-base failure and age. This bid replaces the basketball court at Beardsley Park.

### Prior Board Action

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

### Bid Results

Bid packets were requested by nine (9) potential contractors, with seven (7) bids received. Bids were opened and read aloud on May 26, 2016, the results of which are below.

Contractor	Main Bid	Alt.1 – Geo Grid Fabric	Alt.4 – Inlet Protection
Wells & Wells Construction, Champaign, IL	\$45,253.00	\$1,860.00	\$150.00
Duce Construction, Champaign, IL	\$58,000.00	\$3,264.00	\$450.00
Petry-Kuhne Co., Champaign, IL	\$58,775.00	\$2,382.72	\$480.00
A&R Sevcies Inc., Urbana, IL	\$66,314.72	\$2,861.44	\$330.00
Beniach Construction Co., Tuscola, IL	\$67,339.70	\$3,808.00	\$400.00
Stark Excavating Inc., Bloomington, IL	\$67,652.00	\$1,904.00	\$400.00
Feutz Contractors Inc., Paris, IL	\$76,930.20	\$2,393.60	\$780.00

### Bid Notes

The alternates were mis-numbered; no Alternate 2 exists. Alternate 3 was for hydro-seeding and mulching the disturbed areas, and was considered un-necessary by staff.

### Budget Impact

\$50,000.00 is budgeted in the 2016/2017 Capital Improvement plan for Project #17PM01.

### Recommended Action

Staff recommends that the Board rejects Alternate 3 and accept the main bid, alternate 1 and alternate 4 for the Beardsley Park Basketball Court Replacement Project and authorize the Executive Director to enter into a contract with the low, responsible bidder, Wells & Wells Construction Company, Champaign IL, in the amount of \$47,263.00.

Prepared by:

Reviewed by:

Kevin Crump, CPRP  
Director of Operations & Planning

Joe DeLuce, CPRP  
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.**



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** May 27, 2016

**SUBJECT:** Springer Cultural Center Backup Generator Project

### Background

Springer Cultural Center Backup Generator Project was included in the 2016/2017 Capital Improvement plan (Project #17VE02). Several times each year, the power to the building goes out, rendering the sump pump system inoperative, and flooding the basement level. This project calls for the installation of a backup generator system to alleviate flooding during power outages.

### Prior Board Action

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

### Bid Results

Sealed bids were received from five (5) potential contractors. Bids were opened and read aloud on May 26, 2016, the results of which are below.

Contractor	Main Bid
Waters Electrical Contracting Inc., Rantoul IL	\$51,356.00
Aladdin Electric, Urbana IL	\$57,940.00
Glesco Electric Inc., Urbana IL	\$60,850.00
Remco Electric Corporation, Champaign IL	\$72,200.00
Bodine Electric of Decatur, Decatur IL	\$73,250.00

### Budget Impact

\$70,000.00 is budgeted in the 2016/2017 Capital Improvement plan for Project #17VE02.

### Recommended Action

Staff recommends that the Board accept the main bid for the Springer Cultural Center Backup Generator Project and authorize the Executive Director to enter into a contract with the lowest responsible bidder, Waters Electrical Contracting Inc., Rantoul IL, in the amount of \$51,356.00.

Prepared by:

Reviewed by:

Kevin Crump, CPRP  
Director of Operations & Planning

Joe DeLuce, CPRP  
Executive Director



# CHAMPAIGN PARK DISTRICT

## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** May 31, 2016

**SUBJECT:** Powell Park Picnic Shelter

### Background

The Powell Park Picnic Shelter project is included in the current Capital Improvement Plan (Project #170016).

### Prior Board Action

The Board approved the FY16-17 Capital budget at their March 9, 2016 regular meeting.

### Bid Results

Twelve bid packets were mailed out, and seven bid packets were requested. Four bids were received and read aloud on May 27th, 2016. The bid results are posted below:

Bidding Contractor	Bid Amount (\$)
Shaw Brothers Concrete, Champaign IL	34,261
Duce Construction, Champaign IL	39,635
A and R Services Inc, Urbana IL	44,277
Petry Kuhne Company, Champaign IL	42,890

### Budget Impact

\$35,000 is budgeted in the 2016/2017 Capital Improvement Plan for Project #170016.

### Recommended Action

Staff recommends the Board accept the lowest responsible bid for Powell Park Picnic Shelter and authorize the Executive Director to enter into a contract with Shaw Brothers Concrete in the amount of \$34,261.00.

Prepared by:

Max Geise,  
Park Planner II

Reviewed by:

Kevin Crump, CPRP  
Director of Operations & Planning



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** June 1, 2016

**SUBJECT:** Board Priorities FY17

### Introduction

As part of the Illinois Accreditation process, the Park Board Priorities must be updated and approved each year.

During the past few months, as part of the Executive Director's evaluation process and determining priorities for FY17, the following board priorities were developed:

#### **1. Heritage Park**

- Complete Phase 1 of the Heritage Park improvements.
  - Approve contract with architect
  - Complete permitting process with various agencies dealing with the Copper Slough
  - Complete wetland delineation
  - Complete engineering survey of the property
  - Bid out phase one construction
- Send out RFQ for architecture services to reconnect Greenbelt Bikeway trail between Heritage Park and Kaufman Park.

#### **2. Abbey Fields/Dodds Park Conversion**

- Monitor and complete the land conversion process through IDNR and the National Park Service.
- After conversion process is completed, create development plans for park and prepare for bid process.

#### **3. Spalding Park**

- Work with the Unit 4 School District on a potential plan towards shared use facilities.

#### **4. Trails Master Plan**

- Approve completed Trails Master Plan.

#### **5. Organizational Excellence:**

- Implement the use of dashboards and metrics to highlight key program, financial, human resources, and operational metrics.
- Establish Report Card System to evaluate all neighborhood and community parks in 2016-2017.
- Monitor staff retention percentage in four categories: (1) directors, (2) managers, (3) coordinators, and (4) staff. Keep retention levels at or below historical averages. Conduct Employee Satisfaction Survey with satisfaction level to be at or exceeding 75%.
- Increase revenue from non-tax sources by 20% or more of total revenue.

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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.**



Budget Impact

The capital and operating budgets include the funds to complete the Board priorities in FY16-17.

Board Action

Staff recommends approval of the Board priorities for FY16-17.

Prepared by:

Joe DeLuce  
Executive Director



# CHAMPAIGN PARK DISTRICT

## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** May 18, 2016

**SUBJECT:** Champaign Parks Foundation By-Laws Revisions

### Background

In 2015 the Champaign Parks Foundation recommended changing regular, monthly board meetings to bi-monthly due to the formation of committees that would meet on the alternating months. During their December 2015 regular meeting, the Park District Board of Commissioners approved the amendment to the Foundation by-laws to accommodate this change. Since then, the Foundation Directors and staff have discovered that monthly meetings offer better opportunity for communication and more efficient structure for conducting Foundation business.

### Prior Board Action

Approval of By-Laws changes at the December 9, 2015 Regular Board meeting.

### Budget Impact

None

### Recommended Action

During their May 2016 meeting, the Champaign Parks Foundation Board of Directors approved going back to monthly meetings as opposed to bi-monthly meetings of the board. As a result, the Champaign Parks Foundation Board of Directors is requesting an amendment to the Foundation by-laws to reflect a change in the regular meeting times from bi-monthly to monthly.

Prepared by:

Laura Auteberry  
Development Director

Reviewed by:

Andrea Wallace  
Director of Finance

**BY-LAWS  
OF  
CHAMPAIGN PARKS FOUNDATION**

**ARTICLE I**

**Name**

This not-for-profit Corporation shall be known as CHAMPAIGN PARKS FOUNDATION, and it is incorporated under the laws of the State of Illinois General Not For Profit Corporation Act.

**ARTICLE II**

**Purpose**

The purpose of the Champaign Parks Foundation is to develop philanthropic support for the Champaign Park District.

**ARTICLE III**

**Office and Registered Agent**

The Foundation shall have and continuously maintain in the State of Illinois a registered office and a registered agent, whose office is identical with such registered office, and may have such other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

**ARTICLE IV**

**Board of Directors**

**SECTION 1. GENERAL POWERS.** The affairs of the Foundation shall be managed by its Board of Directors under the auspices of the Champaign Park District.

**SECTION 2. NUMBER, TENURE AND QUALIFICATIONS.** The number of Directors shall be not less than five (5) and not more than eleven (11) who shall be appointed by the Board of Commissioners of the Champaign Park District. The Directors shall serve for a term of three years except that the first eleven (11) directors shall serve staggered three (3) year terms with not more than one-half of the originally appointed Directors serving two (2) year terms, with the terms to be determined by straw vote. The Executive Director of the Park District and one Commissioner from the Board of Commissioners of the Champaign Park District Board or his/her designee as appointed by the Board of Commissioners of the Champaign Park District shall be voting Directors of the Board in addition to the number of appointed Directors as stated above.

**SECTION 3. NOMINATION.** The Directors shall nominate board members to be appointed to the Foundation Board and submit the proposed members to the Board of Commissioners of the Champaign Park District. The Board of Commissioners of the Champaign Park District shall approve the appointment of members for the Board of Directors within its sole discretion.

**SECTION 4. RESIGNATION OF DIRECTORS.** A Director may resign at any time by giving written notice thereof. Such resignation notice shall be provided in writing to the President of the Board of Directors, with a copy thereof to the Champaign Park District Executive Director.

**SECTION 5. REMOVAL AND PARTICIPATION.** Any Director may be removed, with or without cause, at a meeting of Directors by the affirmative vote of the majority of the Directors then entitled to vote, provided that the President of the Board of Directors shall provide written or verbal notice of the proposed removal to the affected Director within one week of such meeting.

**SECTION 6. VACANCIES.** Any vacancy occurring on the Board of Directors by reason of death, resignation, removal, and disqualification or otherwise, and any directorship to be filled by reason of an increase in the number of directors, shall be filled by appointment according to the procedure set forth in Section 3 above. The Director appointed to fill a vacancy shall do so for the unexpired term of his/her predecessor, and upon the expiration thereof shall be eligible for appointment to a full term.

**SECTION 7. ANNUAL REPORT.** Prior to the Annual Meeting of the Foundation, the Board of Directors shall cause an Annual Report to be furnished to it. The report shall include the financial condition as to its income and expenses for the previous year.

**SECTION 8. QUORUM.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a majority of the directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

**SECTION 9. MANNER OF ACTING.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except where otherwise provided by law or by these bylaws. Robert's Rules of Order shall be utilized in the conduct of the meetings.

**SECTION 10. PROXY PROHIBITED. PRESUMPTION OF ASSENT.** No Board member may act by proxy. A Director who is present at a meeting of the Board at which action on any matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered into the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting. Such right to dissent shall not apply to a Director who voted in favor of an action.

**SECTION 11. ACTION BY UNANIMOUS WRITTEN CONSENT WITHOUT MEETING.** Any action required by law to be taken at a meeting of the Board, or any action which may be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all members of the Board of Directors. Email votes, taken and received by a majority of the Board of Directors shall also serve as "written consent."

**SECTION 12. COMPENSATION.** Directors shall receive no compensation for service on the Board, but shall be reimbursed for all reasonable and necessary expenditures incurred in the performance of their duties.

## ARTICLE V

### Meetings

**SECTION 1. REGULAR MEETINGS OF BOARD AND COMMITTEES.** A regular meeting of the Board of Directors shall be held ~~bi-monthly~~ monthly. ~~Special or additional meetings of the Board as may be deemed necessary or desirable may be called by the Chairman of the Board or any three (3) Directors upon such notice as provided for in these bylaws. Committee(s) meeting(s) shall be held once every two (2) months or more frequently as such committee shall determine from time to time. All such meetings shall be held at a Champaign Park District facility, with committee meetings being held on the alternating months bimonthly.~~ An annual meeting of the Board of Directors shall be held in May of each calendar year. ~~The Board of Directors may call special or additional meetings as may be deemed necessary or desirable.~~

**SECTION 2. NOTICE.** Except as otherwise provided for in these bylaws, notice of any special meeting or additional of the Board of Directors shall be upon not less than two (2) days previously thereto by written notice delivered personally or sent by mail or e-mail to each director at his address as shown by

the records of the Foundation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

**SECTION 3. WAIVER OF NOTICE.** Whenever any notice of whatever is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or the bylaws of the Foundation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE VI

### Officers

**SECTION 1. OFFICERS.** The Officers of the Foundation shall be a Chairperson, Vice Chairperson, a Treasurer, a Secretary and such other officers as may be elected by the Board of Directors. Any two or more offices may be held by the same person, except the office of Chairperson and Secretary.

**SECTION 2. ELECTION AND TERM OF OFFICE.** The officers of the Foundation shall be elected annually by its Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor has been duly elected and shall have qualified.

**SECTION 3. REMOVAL.** Any officer or agent elected or appointed by the Board of Directors may be removed by a majority vote by the Board of Directors whenever in its judgment the best interest of the Foundation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**SECTION 4. VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Champaign Park District Board of Commissioners for the unexpired portion of the term.

**SECTION 5. CHAIRPERSON.** The Chairperson shall be the principal executive officer of the Foundation and shall in general supervise and control all of the business and affairs of the Foundation. The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson may sign, with the Secretary or any other proper officer of the Foundation authorized by the Board of Directors, any deeds, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the Foundation; and in general shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board of Directors from time to time.

**SECTION 6. VICE CHAIRPERSON.** In the absence of the Chairperson or in the event of his inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. The Vice Chairperson shall perform such other duties as may be prescribed by the Chairperson or by the Board of Directors from time to time.

**SECTION 7. TREASURER.** The Treasurer of the Champaign Park District Board of Commissioners shall serve as Foundation Treasurer and give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine, if required. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Foundation; receive and give receipts for moneys due and payable to the Foundation from any source whatsoever, and deposit all such moneys in the name of the Foundation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these bylaws; and in general perform all the duties incident to the office of treasurer and such other duties as may be assigned by the Chairperson or Board of Directors from time to time.

**SECTION 8. SECRETARY.** The Secretary shall keep the minutes of the meeting of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the Foundation records; and in general perform all duties incident to the office of Secretary and such other duties as may be assigned by the Chairman or by the Board of Directors from time to time.

**SECTION 9. ASSISTANT TREASURER AND ASSISTANT SECRETARIES.** The Board of Directors may approve the use of Assistant Treasurers or Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurer(s) shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the Chairperson or the Board of Directors.

**SECTION 9. COMMITTEES.** The Board of Directors may form committees of the Board for the purposes of fundraising campaigns, finance, recognition of donors and major gifts or other purposes decided by a majority of the Board which may include an Executive Committee of Officers. The Treasurer of the Champaign Park District shall serve as the finance chairperson.

## ARTICLE VII

### Contracts, Checks, Deposits and Funds

**SECTION 1. CONTRACTS.** Except as limited elsewhere by these bylaws, the Board of Directors may authorize any officer or officers, agent or agents of the Foundation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation and such authority may be general or confined to specific instances.

**SECTION 2. CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Foundation, shall be signed by such officer or officers, agent or agents of the Foundation in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the Chairperson or a Vice Chairperson of the Foundation.

**SECTION 3. DEPOSITS.** All funds of the Foundation shall be deposited within 48 hours of receipt to the credit of the Foundation in such banks, trust companies or other depositories as the Board of Directors may determine.

**SECTION 4. GIFTS.** The Board of Directors may accept on behalf of the Foundation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Foundation.

**SECTION 5. EXPENDITURES.** Expending of Foundation funds shall be approved by the Board of Directors. Requests for reimbursement of less than \$100 for expenses associated with potential donors, which shall not include alcoholic beverages, may be approved by the Treasurer when documentation is presented. A written expenditure listing shall be available at Board meetings.

**SECTION 6. AUDIT AND LOANS.** Bank balances of \$150,000 or if the Foundation uses a paid professional fundraiser that raised contributions in excess of \$25,000 shall require an annual audit. Contributions include the gross sums paid by the public for merchandise, rights or services of the organization, as well as monetary donations of whatsoever kind or character. Loans may not be undertaken without a majority vote of the Board of Directors and approval by the Champaign Park District Board of Commissioners. Loans shall not be made by the Foundation to any Officer or Director.

## ARTICLE VIII

### Books and Records

The Foundation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All books and records of the Foundation may be inspected by any Director or his agent or attorney for any proper purpose at any reasonable time. Records shall be maintained at the principal office, Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois.

## ARTICLE IX

### Fiscal Year

The fiscal year of the Foundation shall begin on the first day of May and end on the last day of April in each year.

## ARTICLE X

### Seal

The Corporate seal shall be inscribed with the name of the Foundation and the words "Corporate Seal, Illinois."

## ARTICLE IX

### Indemnification

**SECTION 1. ACTIONS OTHER THAN BY OR IN THE RIGHT OF THE FOUNDATION.** The Foundation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings (other than an action by or in the right of the Foundation) by reason of the fact that (s)he is or was a director, trustee, governor, officer, employee or agent of the Foundation, or who is or was serving at the request of the Foundation as a director, trustee, governor, officer, employee or agent, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in accordance with such action, suit or proceeding, if (s)he acted in good faith and in a manner (s)he reasonably believed to be in, or not opposed to the best interest of the Foundation, and had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order or settlement shall not, of itself, create a presumption that the person did not act in good faith and in a manner which (s)he reasonably believed to be in or not opposed to the best interests of the Foundation, and had reasonable cause to believe that his/her conduct was unlawful.

**SECTION 2. ACTIONS BY OR IN THE RIGHT OF THE FOUNDATION.** The Foundation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Foundation to procure a judgment in its favor by reason of the fact that (s)he is or was a director, trustee, governor, officer, employee or agent of the Foundation; or is or was servicing at the request of the Foundation as a director, trustee, governor, officer, employee or agent of another not-for-profit corporation or trust, against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection with the defense or settlement of that action or suit, if (s)he acted in good faith and in a manner (s)he reasonably believed to be in, or not opposed to the best interests of the Foundation, and except that no indemnification shall be made in respect of any claim, issue or matter as to which that person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Foundation, unless, and only to the extent that the court in which the action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, that person is fairly and reasonably entitled to indemnity for those expenses as the court shall deem proper.



**SECTION 3. INDEMNIFICATION AGAINST EXPENSES.** To the extent that a director, trustee, governor, officer, employee or agent of the Foundation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Sections 1 and 2 hereof or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

**SECTION 4. AUTHORIZATION OF INDEMNIFICATION.** Any indemnification under these bylaws (unless ordered by a court) shall be made by the Foundation only as authorized in the specific case, upon a determination that indemnification of the person is proper in the circumstances because (s)he has met the applicable standard of conduct set forth in these bylaws. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to that action, suit or proceeding, or (2) if a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

**SECTION 5. PAYMENT OF EXPENSES IN ADVANCE.** Expenses incurred in defending an action, suit or proceeding may be paid by the Foundation in advance of the final disposition of that action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the Director, governor, trustee, officer, employee or agent to repay such amount, unless it shall ultimately be determined that (s)he is entitled to be indemnified by the Foundation as authorized in this Article.

**SECTION 6. PROVISIONS NOT EXCLUSIVE.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaws, agreement, vote of disinterested Directors, or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding office, and shall continue as to a person who has ceased to be a Director, governor, trustee officer, employee or agent, and shall apply on behalf of their heirs, executors and administrators of that person.

**SECTION 7. INSURANCE.** The Foundation may purchase and maintain insurance on behalf of any person who is or was a Director, trustee, governor, officer, employee or agent of the Foundation, or who is or was serving at the request of the Foundation as a Director, trustee, governor, officer, employee or agent of an affiliated or related not-for-profit Corporation, entity or trust against any liability asserted against him/her and incurred by him/her in those capacities, or arising out of the status as such, whether or not the Foundation would have the power to indemnify against that liability under the provisions of this Article.

**SECTION 8. NOTICE.** If the Foundation has paid indemnity or has advanced expenses to a Director, governor, trustee, officer, employee or agent, the Foundation shall report the indemnification or advance in writing to the Directors with or before the notice of the next annual meeting.

**SECTION 9. DEFINITIONS.** For purposes of this Article, references to the "Foundation" shall include, in addition to a successor Foundation, any not-for-profit corporation or association authorized within the meaning of Section 501(c) and 170(c) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) into which it may transform, as if its separate existence had continued and it would have had the power and authority to indemnify its Directors, governors, trustee, officers, employees or agents, so that any person who was a Director, governor, trustee, officer, employee or agent of such not-for-profit corporation or association, or was serving at the request of such not-for-profit corporation or association as a Director, governor, trustee, officer, employee or agent, shall stand in the same position under the provisions of this Article with respect to the successor corporation or not-for-profit corporation as such person would have with respect to such trust or not-for-profit corporation or association if its separate existence had continued.

**SECTION 10. PAYMENTS A FOUNDATION EXPENSE.** Any payments made to any indemnified party under these bylaws or under any other right to indemnification shall be deemed to be an ordinary and necessary expense of the Foundation and payment thereof shall not subject any person responsible for the payment or the Board of Directors to any action for waste or to any similar action.

## ARTICLE X

### Amendments to ByLaws

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the affirmative vote of a majority of the Board of Directors in office at any regular meeting or at any special meeting, provided that any alteration, amendment, repeal, or enactment of new bylaws must be approved by the Board of Commissioners of the Champaign Park District. At least thirty (30) days written notice together with copies of such proposed alteration, amendment, repeal or enactment shall be provided to the Board of Commissioners of the Champaign Park District.

## ARTICLE XI

### Dissolution

The Champaign Park District Board of Commissioners may dissolve the Champaign Parks Foundation at a duly noticed public meeting upon the affirmative vote of a majority of such Board; provided that the Board of Directors may also dissolve the Foundation upon a two-thirds (2/3) vote at a meeting called for the purpose thereof. Upon the dissolution of the Foundation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the Foundation, dispose of all of the assets of the Foundation to the Champaign Park District or its successor, if any, exclusively for the purposes of the Champaign Park District, or in the event that no such successor exists, then to such organization or organizations organized and operated exclusively for charitable, educational, civic, scientific purposes, or combination thereof, as shall at the time qualify as an exempt organization or organizations under Section 501(c) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the court of the county in which the principal office of the Foundation is located, exclusively for such purposes or to such organization or organizations as said court shall determine which are organized and operated exclusively for such purposes.

Adopted and Approved by the Foundation Board of Directors on January 9, 2005  
Amendment Approved by the Foundation Board of Directors on May 14, 2007  
Amendment Approved by the Foundation Board of Directors on August 9, 2010  
Amendment Approved by the Foundation Board of Directors on March 11, 2013  
Amendment Approved by the Champaign Park District Board of Commissioners, December 9, 2015  
Amendment Approved by the Champaign Park District Board of Commissioners, June 8, 2016

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Timothy P. McMahon, President

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Cindy Harvey, Secretary

**CHAMPAIGN PARK DISTRICT**

**ORDINANCE NO. 608**

**WHEREAS**, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, codified as amended, 820 ILCS 130/1-12 et seq. (1993), formerly Ill. Rev. Stat., Ch. 48, par. 39s-1, et. seq, and

**WHEREAS**, the aforesaid Act requires that the Champaign Park District of the County of Champaign investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics, and other workers in the locality of Champaign employed in performing construction of public works for said Park District.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSINERS OF CHAMPAIGN PARK DISTRICT:**

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Champaign Park District is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Champaign County area as determined by the Department of Labor of the State of Illinois as of June, 2015, a copy of the determination being attached hereto as Exhibit "A" and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Champaign Park District to the extent required by the aforesaid Act.

SECTION 3: The Champaign Park District Secretary shall publicly post or keep available for inspection by any interested party in the main office of the Champaign Park District this determination or any revisions of such prevailing rate of wage.

SECTION 4: The Champaign Park District Secretary shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses requesting copies of any determination stating the particular rates and particular class of workers whose wages will be affected by such rates.

SECTION 5: The Champaign Park District Secretary shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois.

SECTION 6: The Champaign Park District Secretary shall cause to be published in a newspaper of general circulation within the area notice of the adoption of this Ordinance and that said wage rates are available for public inspection at the office of said Park District, 706 Kenwood Road, Champaign, Illinois, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of June 2016.

(SEAL)

APPROVED:

\_\_\_\_\_  
Timothy P. McMahon, President

ATTEST:

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

## Exhibit "A"

### Champaign County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	=====	=====	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		31.420	32.670	1.5	1.5	2.0	6.300	12.84	0.000	0.900
ASBESTOS ABT-MEC		BLD		22.000	23.000	1.5	1.5	2.0	6.700	6.350	0.000	0.650
BOILERMAKER		BLD		38.000	41.000	2.0	2.0	2.0	7.070	15.99	0.000	0.400
BRICK MASON		BLD		31.320	32.820	1.5	1.5	2.0	7.200	11.57	0.000	0.850
CARPENTER		BLD		35.600	37.850	1.5	1.5	2.0	8.000	10.25	0.000	0.520
CARPENTER		HWY		35.300	37.050	1.5	1.5	2.0	8.000	10.95	0.000	0.520
CEMENT MASON		BLD		31.010	32.760	1.5	1.5	2.0	7.200	9.050	0.000	0.500
CEMENT MASON		HWY		31.630	33.130	1.5	1.5	2.0	7.200	9.050	0.000	0.500
CERAMIC TILE FNSHER		BLD		29.580	0.000	1.5	1.5	2.0	7.200	8.200	0.000	0.000
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280
ELECTRICIAN		BLD		37.090	39.090	1.5	1.5	2.0	6.100	8.580	0.000	0.550
ELECTRONIC SYS TECH		BLD		30.830	32.580	1.5	1.5	2.0	6.350	7.970	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600
FENCE ERECTOR		ALL		32.210	34.110	1.5	1.5	2.0	8.840	10.02	0.000	0.900
GLAZIER		BLD		32.380	34.380	1.5	2.0	2.0	7.050	8.400	0.000	0.430
HT/FROST INSULATOR		BLD		31.230	32.230	1.5	1.5	2.0	5.790	9.960	0.000	0.250
IRON WORKER		ALL		32.210	34.110	1.5	1.5	2.0	9.240	10.92	0.000	0.900
LABORER		BLD		28.920	30.170	1.5	1.5	2.0	6.300	12.84	0.000	0.800
LABORER		HWY		30.310	31.310	1.5	1.5	2.0	6.300	12.92	0.000	0.800
LATHER		BLD		35.600	37.850	1.5	1.5	2.0	8.000	10.25	0.000	0.520
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		BLD		29.580	0.000	1.5	1.5	2.0	7.200	8.200	0.000	0.000
MARBLE MASON		BLD		31.080	0.000	1.5	1.5	2.0	7.200	8.550	0.000	0.000
MILLWRIGHT		BLD		31.060	33.310	1.5	1.5	2.0	8.000	15.25	0.000	0.520
MILLWRIGHT		HWY		33.060	34.810	1.5	1.5	2.0	8.000	15.67	0.000	0.520
OPERATING ENGINEER		ALL	1	38.600	0.000	1.5	1.5	2.0	8.000	9.500	0.000	0.850
OPERATING ENGINEER		ALL	2	24.750	0.000	1.5	1.5	2.0	8.000	9.500	0.000	0.850
OPERATING ENGINEER		ALL	3	39.600	0.000	1.5	1.5	2.0	8.000	9.500	0.000	0.850
PAINTER		ALL		34.460	35.960	1.5	1.5	2.0	7.200	4.480	0.000	0.600
PAINTER SIGNS		ALL		34.460	35.960	1.5	1.5	2.0	7.200	4.480	0.000	0.600
PILEDRIIVER		BLD		36.600	38.850	1.5	1.5	2.0	8.000	10.25	0.000	0.520
PILEDRIIVER		HWY		35.600	37.350	1.5	1.5	2.0	8.000	10.25	0.000	0.520
PIPEFITTER		BLD		39.400	41.900	1.5	1.5	2.0	7.000	11.45	0.000	1.020
PLASTERER		BLD		31.000	33.000	1.5	1.5	2.0	7.200	10.77	0.000	0.500
PLUMBER		BLD		39.400	41.900	1.5	1.5	2.0	7.000	11.45	0.000	1.020
ROOFER		BLD		29.950	31.450	1.5	1.5	2.0	9.250	8.400	0.000	0.240
SHEETMETAL WORKER		BLD		35.740	37.740	1.5	1.5	2.0	8.700	13.72	0.000	0.520
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON		BLD		31.320	32.820	1.5	1.5	2.0	7.200	11.57	0.000	0.850
<del>SURVEY WORKER</del>						ALL	29.700	30.700	1.5	1.5	2.0	6.300 10.59
0.000 0.800												
TERRAZZO FINISHER		BLD		29.580	0.000	1.5	1.5	2.0	7.200	8.200	0.000	0.000
TERRAZZO MASON		BLD		31.080	0.000	1.5	1.5	2.0	7.200	8.550	0.000	0.000
TILE MASON		BLD		31.080	0.000	1.5	1.5	2.0	7.200	8.550	0.000	0.000
TRUCK DRIVER		ALL	1	34.100	37.770	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER		ALL	2	34.600	37.770	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER		ALL	3	34.820	37.770	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER		ALL	4	35.140	37.770	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER		ALL	5	36.060	37.770	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER		O&C	1	27.280	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER		O&C	2	27.680	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250

TRUCK DRIVER	O&C 3	27.860	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 4	28.110	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 5	28.250	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TUCK POINTER	BLD	31.320	32.820	1.5	1.5	2.0	7.200	11.57	0.000	0.850

Legend: RG (Region)  
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
C (Class)  
Base (Base Wage Rate)  
FRMAN (Foreman Rate)  
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
OSA (Overtime (OT) is required for every hour worked on Saturday)  
OSH (Overtime is required for every hour worked on Sunday and Holidays)  
H/W (Health & Welfare Insurance)  
Pensn (Pension)  
Vac (Vacation)  
Trng (Training)

## Explanations

### CHAMPAIGN COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

### ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used

for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.





HESSEL PARK, CHAMPAIGN, IL

COLOURS



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PROJECT NO.	SCALE: AS SHOWN	NO.	DATE	REVISION	BY
12431039					
PROJECT DATE:	2/19/20	DRAWN BY:	CSB		
F.B.L.:		CHECKED BY:	MEJ		

PRELIMINARY

**MSA**  
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**HESSEL PARK SPLASH PAD & RESTROOM IMPROVEMENTS**  
 CHAMPAIGN PARK DISTRICT  
 CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS

OVERALL SITE AND PAVING PLAN

REV. NO.	12431039
SHEET	---

PLOT DATE: 6/11/16, 1dhaa2\p196cbl\124306\124306\124311\2431039\PE\CD\CD\12431039.DWG

