



**CHAMPAIGN  
PARK DISTRICT**

**AGENDA  
REGULAR BOARD MEETING  
BRESNAN MEETING CENTER  
706 Kenwood Road, Champaign, Illinois  
Wednesday, April 11, 2018  
7:00 p.m.**

**A. CALL TO ORDER**

**B. PRESENTATIONS**

1. Boneyard Improvements

**C. COMMENTS FROM THE PUBLIC:** *Comments must be limited to not more than three (3) minutes.*

**D. COMMUNICATIONS**

**E. TREASURER'S REPORT**

1. Consideration of Acceptance of the Treasurer's Report for the Month of March 2018

**F. EXECUTIVE DIRECTOR'S REPORT**

1. Introduction of Interns
2. Volunteer of the Month of March
3. Project Updates
4. 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 Special Meeting, February 28, 2018
2. Approval of Regular Board Meeting, March 14, 2018
3. Approval of Executive Session, March 14, 2018

**J. NEW BUSINESS**

1. Approval of Disbursements as of March 14, 2018  
Staff recommends approval of disbursements for the period beginning March 14, 2018 and ending April 10, 2018. **(Roll Call Vote)**

2. Approval and Ratification to Apply for an Illinois Arts Council Grant  
Staff recommends approval and ratification of the FY19 Grant Proposal to the Illinois Arts Council
3. Approval of Champaign County Community Coalition Membership Dues  
Staff recommends approval of the disbursement of \$5,000 for 2018 Membership dues for staff to serve on the Executive Committee of the Champaign County Community Coalition.
4. Approval of a Renewal Option with Midwest Pottyhouse, Inc. for Portable Toilets  
Staff recommends authorizing the Executive Director to execute the one (1) year renewal option with Midwest Pottyhouse, Inc for rentable portable toilets for programs and events in FY18-19 in the amount of \$17,292.50.
5. Approval of Dental and Life Insurance Rates for FY19  
Staff recommends approval of continuing dental and life insurance benefits at the reduced rates with one year rate guaranteed beginning May 1, 2018 and ending April 30, 2019, and authorizing the Executive Director to sign a contract with the Principal Financial Group for this plan.
6. Approval of an Addendum to the FE Moran Contract for Sprinkler and Fire Alarm Inspections  
Staff recommends approval of the Addendums to the agreement between the Park District and FE Moran Security Solutions at the rate of \$3,816 per year for the remaining two (2) years of the agreement and authorization for the Executive Director to execute the Addendums.
7. Approval of an Agreement with Micro Systems International, Inc.  
Staff recommends Board approval of an agreement between the Park District and Micro Systems International, Inc. for a one year period at the rate of \$2,500 per month.
8. Approval of 2018-2019 Program Guide Printing and Mail Preparation Printer Change  
Staff recommends awarding the bid for the Fall and Winter/Spring Program Guides to the next responsible bidder, Woodward Printing.
9. Approval of the Park District Facility Fee Schedule  
Staff recommends approval of the Facility Fee Schedule for May 1, 2018 through April 30, 2019.

**K. OLD BUSINESS**

**L. DISCUSSION ITEMS**

**M. COMMENTS FROM COMMISSIONERS**

**N. EXECUTIVE SESSION**

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Park. 120/2(c)(1) for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body; (c)(2) for deliberations concerning salary schedules for one or more classes of employees; (c)(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired; (c)(6) the setting of a price for sale or lease of property owned by the public body; and (c)(11) to address pending litigation.

**O. RETURN TO REGULAR MEETING**

**P. ADJOURN**

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

**February 28, 2018**

The Champaign Park District Board of Commissioners held a Special Meeting on Wednesday, February 28, 2018 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Craig W. Hays presided over the meeting.

Present: President Craig W. Hays, Commissioners Jane L. Solon and Kevin Miller, Attorney Guy Hall, and Treasurer Donna Lawson.

Absent: Vice President Timothy McMahon and Commissioner Barbara J. Kuhl.

Staff Present: Joe DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Daniel Olson, Director of Operations, Jameel Jones, Andrew Weiss, Director of Planning, Chelsea Norton, Director of Communications and Marketing, and Steven Bentz, Virginia Theatre Director.

Staff were in attendance as well as representatives from Champaign Unit 4 School, O'Shea Builders and Perkins + Will IGW.

**Call to Order**

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

**Comments from the Public**

There were no comments from the public.

**New Business**

Approval of Development Site Plan for Spalding Park

Champaign Unit 4 School District (Unit 4) staff presented a PowerPoint proposal of the total project budget, final design and construction estimates for Spalding Park project. Unit 4's members of the project team from O'Shea Builders and Perkins + Will IGW were in attendance. Unit 4 is scheduled to let the Spalding Park Improvement Project for bid in early March 2018. Unit 4 anticipates that construction will be completed in October 2018. Discussion ensued about staging the tennis courts for a different time due to budgetary constraints. The construction of the tennis courts may be phased as part of Phase II of the project. Unit 4 Board approved letting the Spalding Park project for bid at its Board meeting on April 12, 2018. The Park District's planners reviewed the plans and have comments regarding trees and bike parking that need to be addressed before the bid is let. The intergovernmental agreement, location for the Champaign-Urbana Recreation Program, and logistics in the Spalding Park during construction need to be finalized as well.

Attorney Hall commented on Illinois Supreme Court decisions regarding zoning requirements for lights and bleachers. He urged Unit 4 to make sure the City of Champaign approves the plans the lighting. Unit 4 staff indicated that it is working on an intergovernmental agreement with the City of Champaign. Attorney Hall stated that the Park District should be privy to the intergovernmental agreement.

Commissioner Solon made a motion to approve Unit 4 moving forward with the issuing bid documents based on this project design development site plan contingent upon acceptance of Park District planning staff's modifications. The motion was seconded by Commissioner Miller. The motion passed 3-0.

#### Approval of an Agreement with *The News-Gazette*

Ms. Norton presented the report. She reported that the Park District has had a long term partnership with *The News-Gazette* to promote the Park District in a more affordable manner. Ms. Norton stated that the radio stations have been removed from this agreement and included a separate agreement.

Commissioner Miller made a motion to approve the Agreement between the Park District and *The News-Gazette*. The motion was seconded by Commissioner Solon. The motion passed 3-0.

#### Approval of an Agreement with WDWS/WHMS/WKIO Radio Stations

Ms. Norton presented the report. Commissioner Miller made a motion to approve the Agreement between the Park District and WDWS/WHMS/WKIO Radio Stations. The motion was seconded by Commissioner Solon. The motion passed 3-0.

### **Discussion Items**

#### U. S. Communities Cooperative Purchasing Program

Mr. Olson presented the report. He stated that this program is on a nationwide scale and has a more diverse array of items available through the bidding process. Mr. Olson stated that this does not preclude the Park District from using the local bid process. He reported that there may or may not be local sources for bids. Mr. Olson reported that the program requires the Board to approve a resolution approving a master intergovernmental agreement. The greatest savings through the U. S. Communities Program would be for playground equipment and vehicles. Staff plans to consider roofing material through this program. Discussion ensued about sourcing and warranting the products through this program.

While the Board has no issue with purchasing playground equipment through this program, it favors using the formal bidding process for price comparisons.

Attorney Hall noted that the Board has control over this process and is not relinquishing control of its bidding or final authority. This is simply another method of purchasing. He discussed other pertinent information associated with bidding requirements. This matter will be placed on the agenda at the March 14, 2018 Regular meeting for approval.

#### FY19 Capital Improvement Budget and the 2020-2025 Capital Improvement Plan

Mr. DeLuce reviewed the proposed FY19 capital improvement budget and the 2020-2025 capital improvement plan. Questions were raised whether the Mobile App item is a capital or operations item. Discussion ensued regarding the amount budgeted for the restroom at the Dodds 3-plex. Staff reported that a playground and basketball court were agreed to be constructed in Henry Michael Park. Staff will review the proposal for a pavilion and restroom at Prairie Farm. The proposed path at the Dog Park was discussed and the Board suggested considering Option B and moving this item to 2020. Staff will forward a copy of the agreement for the Dog Park to the Board. There was discussion about the preference for a bridge or a loop for the Heritage Park project. There was discussions about exterior improvements to the front of the Bresnan Meeting Center. Staff will share a copy of the master plan for Bresnan Meeting Center with the Board.

Treasurer Donna Lawson arrived to the meeting at 6:31 p.m.

Discussion ensued regarding proposed purchase of a sound system for the Virginia Theatre. Staff will present a phased plan for such purchase at a future meeting. There was discussion about the proposed allocated funding for the playground and paths at Spalding Park. Staff will present the playground design for Spalding Park to the Board. The Operations and Shop Facility project was addressed including, the benefit of completing the project all at once instead of

phasing it and the related drainage issue. There was discussion about the proposed purchase of vehicles. Staff will provide mileage for the vehicles. The Board expressed concern about spending down the reserve and the need to maintain and manage excess reserves for future use.

President Hays recommended staff reanalyze and prioritize large capital projects proposed for financing with reserve funds.

Ms. Wallace reported that the full capital document with narrative and updated figures will be presented at the March 14, 2018 meeting. She stated that that does not include any of the large capital projects discussed. Discussion ensued. The Board confirmed that the Greenbelt Bikeway Path and Spalding Park projects be included in the FY19 capital budget.

#### **Comments from Commissioners**

Commissioner Solon commented regarding the Marketing Survey. She encouraged staff to consider incorporate teaching children how to camp and survival skills. She inquired whether trees in other parks would be marked with the name of the trees similar to the names of trees marked in Hessel Park.

Commissioner Miller thanked staff for following up with the resident near Hallbeck Park regarding drainage issues.

#### **Adjourn**

There being no further items to come before the Board, Commissioner Miller made a motion to adjourn the meeting. The motion was seconded by Commissioner Solon. The motion passed 3-0 and the meeting was adjourned at 7:04 p.m.

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Craig W. Hays, President

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Cindy Harvey, Secretary

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

**March 14, 2018**

**REGULAR BOARD MEETING**

The Champaign Park District Board of Commissioners held a Regular Board Meeting on Wednesday, March 14, 2018 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President Hays presided over the meeting.

Present: President Craig Hays, Vice President Timothy P. McMahon, Commissioners Barbara J. Kuhl, Jane L. Solon, and Kevin Miller, Treasurer Donna Lawson and Attorney Guy Hall.

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Daniel Olson, Director of Operations, Jameel Jones, Director of Recreation, Tammy Hoggatt, Director of Human Resources, Steven Bentz, Virginia Theatre Director and Andrew Weiss, Director of Planning.

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

**Call to Order**

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

**Comments from the Public**

There were no comments from the public.

**Communications**

President Hays circulated the communications.

**Treasurer's Report**

Treasurer Lawson presented the Treasurer's Report for the month of February 2018. She stated the Park District's finances have been reviewed and found to be in appropriate order.

Commissioner Miller made a motion to accept the Treasurer's Report for the month of February 2018. The motion was seconded by Vice President McMahon. The motion passed 4-0.

**Executive Director's Report**

Volunteer of the Month

Ashley Sims, Special Events and Volunteer Coordinator, reported that Melanie Unzicker was chosen as February 2018 Volunteer of the Month. She was chosen for her volunteer efforts with the Youth Theatre program. Ms. Unzicker was presented with a Certificate of Appreciation and a bag of goodies.

Project Updates

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

General Announcements

Mr. DeLuce reported that the Park District hosted an IAPD Legislative Breakfast on March 12, 2018 at the Virginia Theatre. He reported that the IAPD Legislative Conference will be held April 24-25, 2018 in Springfield. He asked the Board to let Ms. Harvey know if they plan to attend. Mr. DeLuce reminded everyone that the Champaign STARS Award will be held on April 26, 2018 at 6:00 p.m. at the Virginia Theatre. He announced that the NRPA Conference will be held September 25-27, 2018 in Indianapolis, IN. and to let staff know if they plan to attend.

## **Committee Reports**

### Champaign Parks Foundation

President Hays reported that the Foundation members are working on various events.

## **Report of Officers**

### Attorney's Report

None.

### President's Report

President Hays noted that spring break was approaching and normally the Board does not have a second Board meeting in March. He stated that if there were no objections a second meeting will not be held. There were no objections from Commissioners.

## **Consent Agenda**

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

1. Approval of Minutes of the Regular Board Meeting, February 14, 2018
2. Approval of Minutes of the Executive Session Meeting, February 14, 2018

Commissioner Solon made a motion to approve Consent Agenda Items. The motion was seconded by Commissioner Miller. The motion passed 5-0.

## **New Business**

### Approval of Disbursements as of February 14, 2018

President Hays stated that staff recommends approval of disbursements for the period beginning February 14, 2018 and ending March 13, 2018.

Commissioner Kuhl made a motion to approve the list of disbursements for the period beginning February 14, 2018 and ending March 13, 2018. The motion was seconded by Commissioner Solon. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes; Vice President McMahon – yes; and President Hays – yes; and Commissioner Kuhl – yes. The motion passed 5-0.

### Approval of Epoxy Floor Coating for Shop and Sholem Bid

Commissioner Solon made a motion to approve the base bid and alternates #1 and #2 for epoxy floor coating for shop and Sholem Aquatic Center from Stout's Building Services in the amount of \$32,621.00 and authorizing the Executive Director to enter into an agreement for the work. The motion was seconded by Commissioner Miller. The motion passed 5-0.

### Approval of Bid for West Side Park Playground

Mr. DeLuce reported that the bid came in over the budgeted amount. Staff recommends rejecting all bids, reevaluating scope of work, and re-bidding the project for late summer 2018 construction.

Commissioner Solon made a motion to reject the bids, reevaluate the scope of the work and rebid the project. The motion was second Commissioner Miller. The motion passed 5-0.

#### Approval of Bid for Trevett Finch Retaining Wall

Mr. Weiss presented the report. He indicated that staff recommends accepting the lowest responsible base bid and alternates including the flagstone inlay for the Trevett Finch retaining wall from Stark Excavating in the amount of \$39,200.00 and authorizing the Executive Director to enter into an agreement for the work.

Commissioner Kuhl made a motion to approve the bid for Trevett Finch retaining wall. The motion was seconded by President Hays.

Discussion ensued. Commissioner Solon expressed concern about spending an additional \$10,000 for the sidewalk extension and the flagstone inlay. Vice President McMahon expressed similar concerns. Vice President Hays noted that the flagstone inlay expense would be a maintenance item for him.

Commissioner Kuhl amended the motion to approve the base bid and alternate 2 (concert curb) for a total of \$29,300 and encourage staff to seek support from neighbors to completed alternate 1 (sidewalk extension) and 1a (flagstone insert). The motion was seconded by President Hays. The motion passed 5-0.

#### Approval of FY19 Garment Bids

Mr. DeLuce reported that this is an annual purchase item. Staff recommends accepting bids for garments from the lowest responsible bidder for each item that meets specifications as noted in an aggregate amount not to exceed \$36,679.08: Will Enterprise in the amount of \$23,805.68; Sunburst Sportswear in the amount of \$3,373.70; Project Te in the amount of \$3,109.75; The Lifeguard Store in the amount of \$3,090.00; Marathon Sportswear in the amount of \$2,624.95; and Challenger Teamwear in the amount of \$675.00. Discussion ensued regarding the bid amounts and how much was actually spent for garments last year. Mr. DeLuce stated that staff will compile this information and provide it to the Board.

Commissioner Solon made a motion to approve bids for garments from the lowest responsible bidder for each item that meets specifications in an aggregate amount not to exceed \$36,679.08: Will Enterprise in the amount of \$23,805.68; Sunburst Sportswear in the amount of \$3,373.70; Project Te in the amount of \$3,109.75; The Lifeguard Store in the amount of \$3,090.00; Marathon Sportswear in the amount of \$2,624.95; and Challenger Teamwear in the amount of \$675.00. The motion was seconded by Commissioner Miller. The motion passed 5-0.

#### Approval of an Addendum and Amendment to Lease of Park Area for Human Kinetics Park

Mr. DeLuce presented the staff report. He reported that in the original Lease with Human Kinetics Park, the Park District was responsible for mowing the sports field, which has been completed by Human Kinetics staff. Mr. DeLuce stated that staff believes it would be beneficial for the Park District to take over the duties of mowing and maintaining the sports fields; maintenance and removal of trees and shrubs; and maintenance and report of the driveway and parking areas not addressed in the lease.

Commissioner Kuhl made a motion to approve Park District assuming the duties as stated above. The motion was seconded by Commissioner Solon. The motion passed 5-0.

#### Approval of an Agreement with Illinois Futbol Club (IFC) regarding Lights at the Dodds Soccer Complex

President Hays reported that staff recommends approving the revised agreement with IFC to add lights to one soccer field at the Dodds Soccer Complex and setting field rental rates and fees for use of the soccer fields for a ten (10) year term; authorizing the Executive Director to execute the agreement subject to IFC executing it before the Park District; and authorizing payment to the light contractor on next week's disbursements.



Mr. DeLuce stated that Jay Moore with IFC was in attendance. He reported that the terms and conditions, and issues regarding the agreement have been negotiated and resolved. Mr. DeLuce stated that Mr. Moore has signed the proposed agreement and delivered the check for the lights. Attorney Hall reported regarding the revisions to the agreement.

Discussion ensued. Commissioner Solon expressed concerns with the proposed changes to the field rental costs and rates for practices, league games, tournaments, camps, lights and tryouts. Staff reported that Park District staff compromised with IFC staff to decrease the hourly rates and prorate and charge by the hour for the fields. Commissioner Miller asked about the amendments to the original agreement. Ms. Harvey reported that the original agreement and amendment 1 had not been executed.

Commissioner Kuhl made a motion to approve the agreement with IFC regarding lights at Dodds Soccer Complex.

Discussion ensued about the revisions and possibly tabling the item. Ms. Harvey reported that the equipment was on site already and if the agreement was not approved the Park District would need to address the cost for the lights.

Mr. Moore addressed the Board regarding the proposed revisions to the terms of the agreement, decrease in rental fees, and various rates for practices, league games, tournaments, camps, lights, and request to waive carrying comprehensive automobile and umbrella liability coverage.

Thereafter, the motion was seconded by Commissioner Solon. The motion passed 5-0.

#### Approval of an Agreement with Illinois Futbol Club (IFC) regarding Youth Programming

Mr. Jones provided the staff report. He reviewed the proposed changes in the agreement and recommended approval regarding youth programming for a period of three (3) years and authorizing the Executive Director to execute the agreement. Discussion ensued about programming Park District programs and costs of programs.

Commissioner Solon made a motion to approve the agreement with IFC regarding youth programming for a period of three (3) years. The motion was seconded by Commissioner Miller. The motion passed 5-0.

#### Approval of a Request from Ameren Illinois for a Gas Pipeline Easement through Glenn Park

Attorney Hall presented the report. He explained the history of the request for the easement from Ameren.

Staff recommends granting the easement request and entering into the easement agreement with Ameren Illinois, and collecting fees in accordance with Park District Ordinance No. 459. Discussion ensued about the cost that will be recouped.

Commissioner Solon made a motion to approve the request from Ameren for a gas pipeline easement through Glenn Park. The motion was seconded by Commissioner Miller. The motion passed 5-0.

#### Approval of a Resolution and an Agreement regarding the U. S. Communities Purchasing Program

Mr. DeLuce presented the report. He indicated that staff would like to pursue playground equipment purchase, and perhaps other items, through this program. The program still require compliance with bidding requirements. Staff recommends approval of the resolution and a Master Intergovernmental Cooperative Purchasing Agreement to participate in the U.S. Communities Purchasing Program.

Commissioner Miller made a motion to approve the resolution and a Master Intergovernmental Cooperative Purchasing Agreement to participate in the U. S. Communities Purchasing Program. The motion was seconded by Commissioner Kuhl. The motion passed 5-0.

## **Old Business**

### Approval of the FY19 Capital Improvement Budget and the 2020-2024 Capital Improvement Plan

Mr. DeLuce reported that staff reprioritized the major projects. Staff would prefer to complete the Operations Facility as one project and pay for it over a two year period. There was a suggestion to delay replacement of the Bristol Park playground until the City of Champaign has completed its improvements to the Bristol neighborhood. There was discussion regarding purchasing and costs of speakers for the Virginia Theatre, as well as the associated need to enhance the listening experience of patrons. Ms. Wallace reported that the capital budget was presented with the Virginia Theatre roof being financed from donated funds from the Champaign Parks Foundation and a previously received bequest. Staff was directed to add funds to the 2019 capital improvement budget to purchase speakers for the Virginia Theatre and include funds for the Operations Facility project. Funds are to remain in the capital budget for possible Champaign Urbana Special Recreation facility needs. Discussion ensued about the proposed total amount for the capital improvement budget for FY19 and the best practice amount to maintain in reserve.

Commissioner Kuhl made a motion to approve the FY19 Capital Improvement Budget and the 2020-2024 Capital Improvement Plan with the noted changes. The motion was seconded by Commissioner Miller. The motion passed 5-0. Ms. Wallace reported copies of the final capital budget and plan will be presented to the Board at the next meeting.

## **Discussion Items**

### Champaign Parks Foundation 3<sup>rd</sup> Quarterly Financial Update

Ms. Wallace presented the Foundation 3<sup>rd</sup> quarterly financial update. She reported that the Martens Center pledge is recorded in full.

### Champaign Park District 3<sup>rd</sup> Quarterly Financial Update

Ms. Wallace presented the Park District 3<sup>rd</sup> quarterly financial update. She reported on revenues and expenditures to date.

## **Comments from Commissioners**

Commissioner Solon reported that people enjoyed the Ron White performance at the Virginia Theatre. Commissioner Miller reported that he attended the Second City show at the Virginia Theatre. President Hays thanked those who planned and those that attended the IAPD Legislative Breakfast. Commissioner Kuhl congratulated the Champaign-Urbana Special Recreation basketball team.

## **Executive Session**

Commissioner Solon moved as set forth below to convene into Executive Session. The motion was seconded by Commissioner Miller. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes; Vice President McMahon – yes; President Hays – yes; and Barbara J. Kuhl – yes. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired: (c)(6) the setting of a price for sale or lease of property owned by the public body; and (c)(11) to address pending litigation.

## **Return to Regular Meeting**

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

**Adjourn**

There being no further business to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Vice President McMahon. The motion passed 5-0 and the meeting was adjourned at 8:59 p.m.

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Craig W. Hays, President

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Cindy Harvey, Secretary

## **Boneyard Creek North Branch Improvement Project.**

The Boneyard Creek North Branch Improvement Project extends along the Boneyard Creek from Neil Street to University Avenue. The project includes creek reconstruction with an adjacent lighted trail, new culverts for street crossings, seating areas, stone column trail markers, landscaping, boulders, and bioswales. Detention basins with additional amenities will be constructed at Human Kinetics, Bristol Place, Oak-Ash, and north of Washington Street.

Once implemented, the project will contain the 100-year flood within the creek channel and its adjacent greenbelt, and will improve the Washington Street viaduct drainage to a 50-year level of protection. The project includes coordination with the City's Bristol Place Redevelopment Project, which is within the project limits.

The project is currently anticipated to be constructed in three construction contracts sequentially from Neil Street to University Avenue. Table 1 summarizes these sections of the Boneyard Creek North Branch Improvement Project and their anticipated timelines. Timing of the later section's construction start and construction duration are preliminary as project design is still underway.

**Table 1 – Preliminary Schedule for Boneyard Creek North Branch Improvement Project**

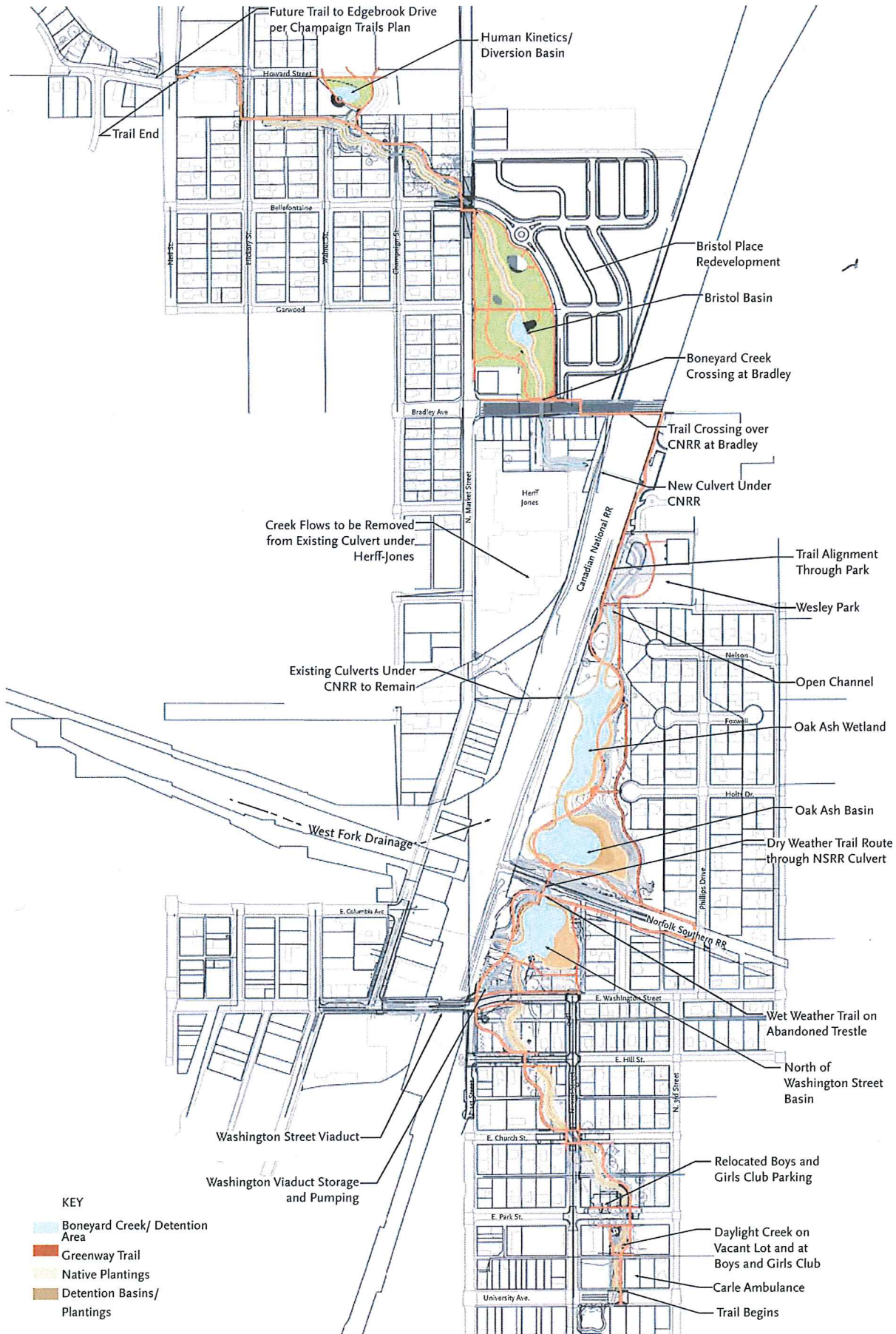
<b>Timing</b>	<b>Tasks</b>
Fall 2018 – Late 2019	Construction - Bradley Avenue to Neil Street
Summer 2019 – Late 2020	Construction - Washington Street to Bradley Avenue
Summer 2020 – Late 2021	Construction - University Avenue to Washington Street

### **Parks Affected by the Project**

- Human Kinetics Park
- Bristol Park
- Wesley Park
- Skelton Park

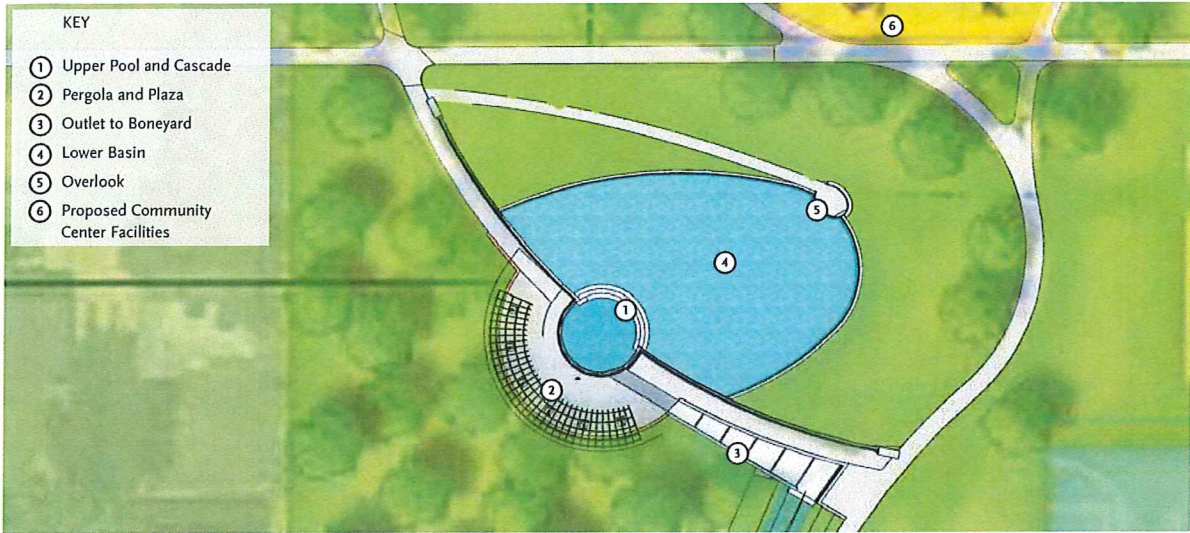
### **Existing City – Park District Agreements Impacted**

- Boneyard Mowing: An Intergovernmental Agreement for the Maintenance and Use of Property Adjacent to the Boneyard Creek Channel (Not Including Stormwater Detention Facilities)
- Dr. Martin Luther King, Jr. Trail (includes Oak-Ash Area): An Agreement Concerning the Use of the Dr. Martin Luther King, Jr. Bikeway Subdivision
- Skelton Park: An Agreement Concerning the Use of the Southeast Corner of First Street and Washington Street.

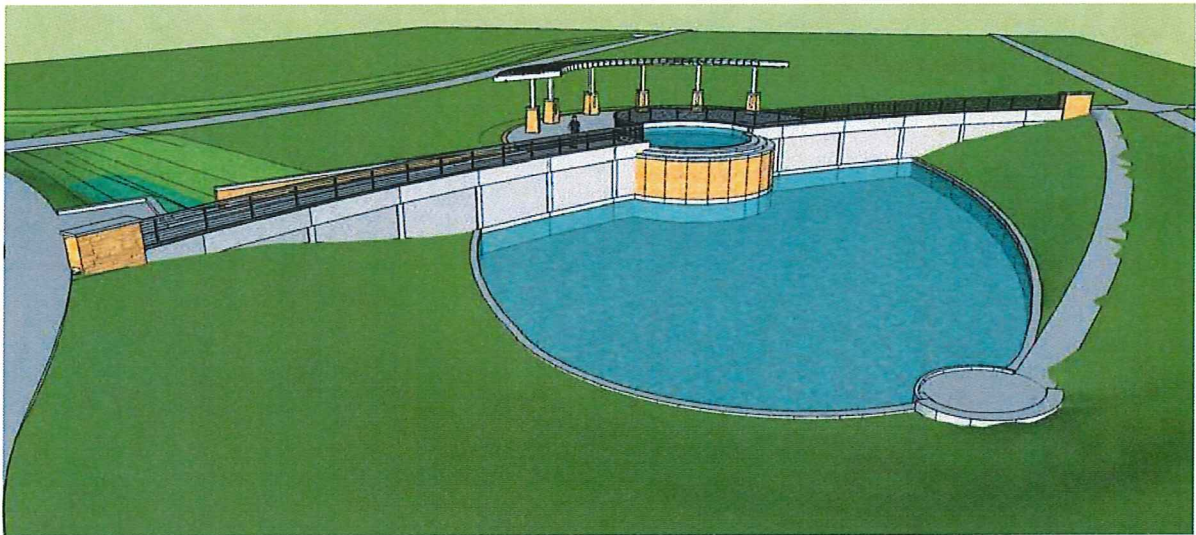


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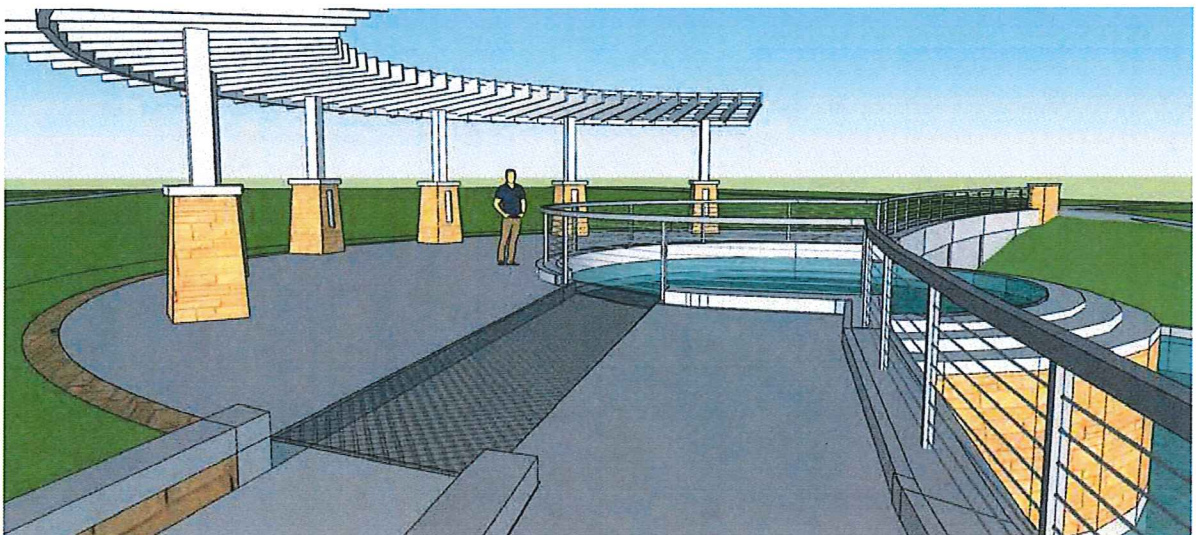
- Boneyard Creek/ Detention Area
- Greenway Trail
- Native Plantings
- Detention Basins/ Plantings



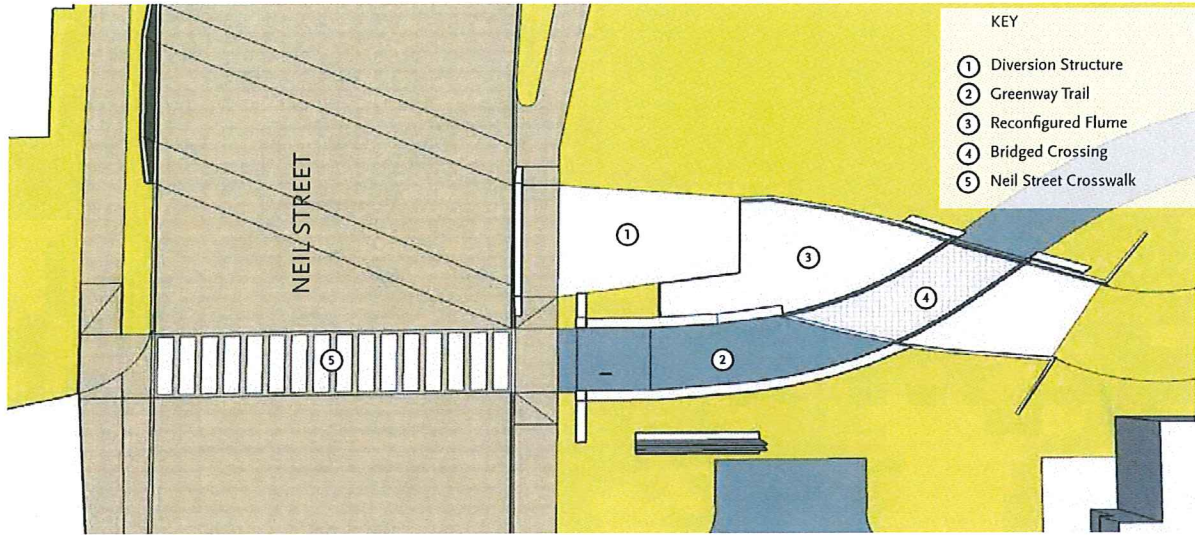
PLAN VIEW



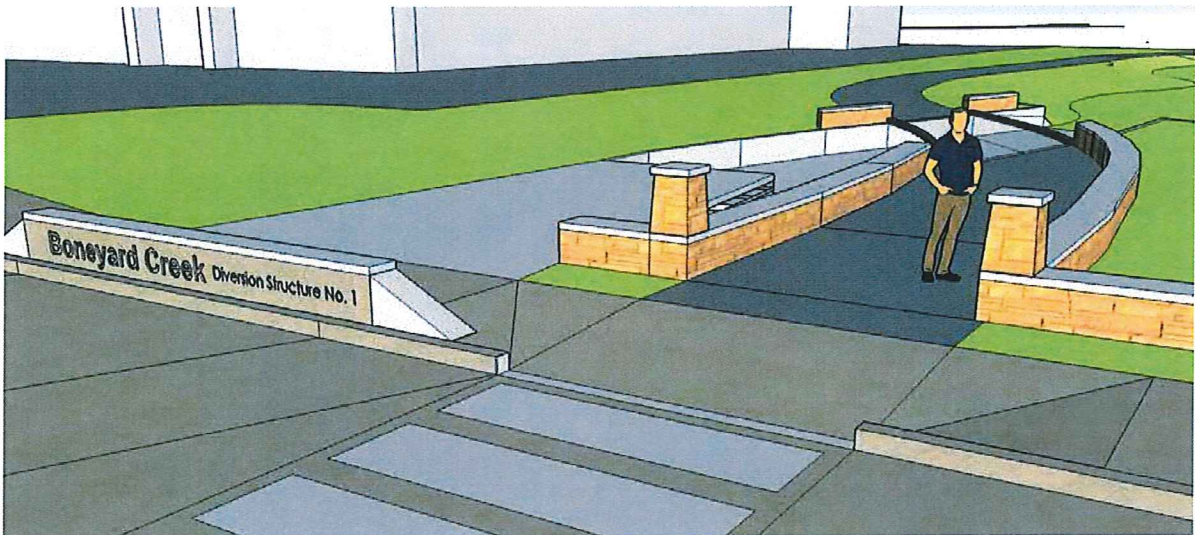
VIEW FROM NORTH



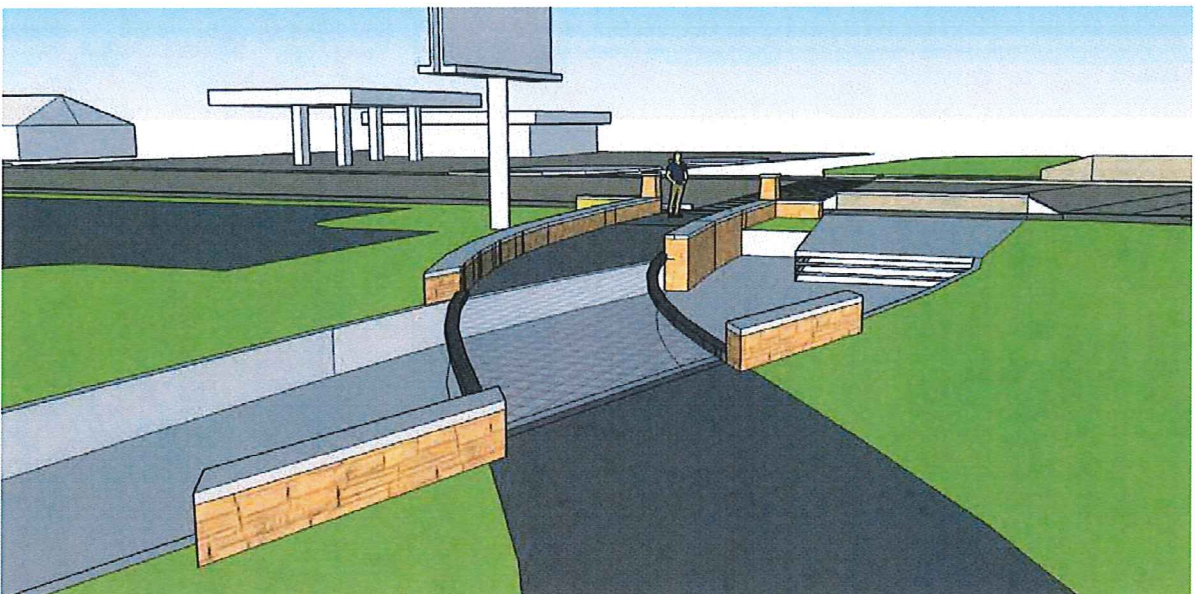
VIEW OF PERGOLA AND WATER FEATURE



PLAN VIEW



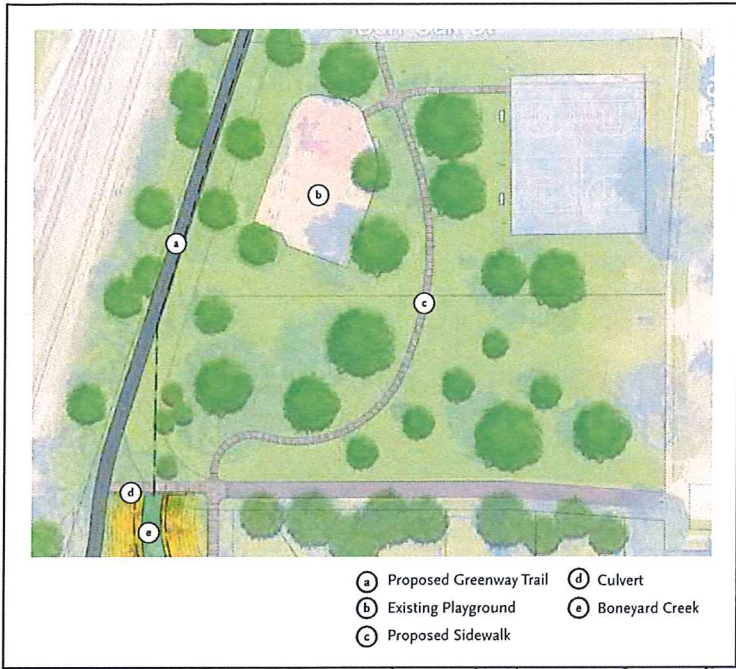
VIEW FROM NEIL STREET



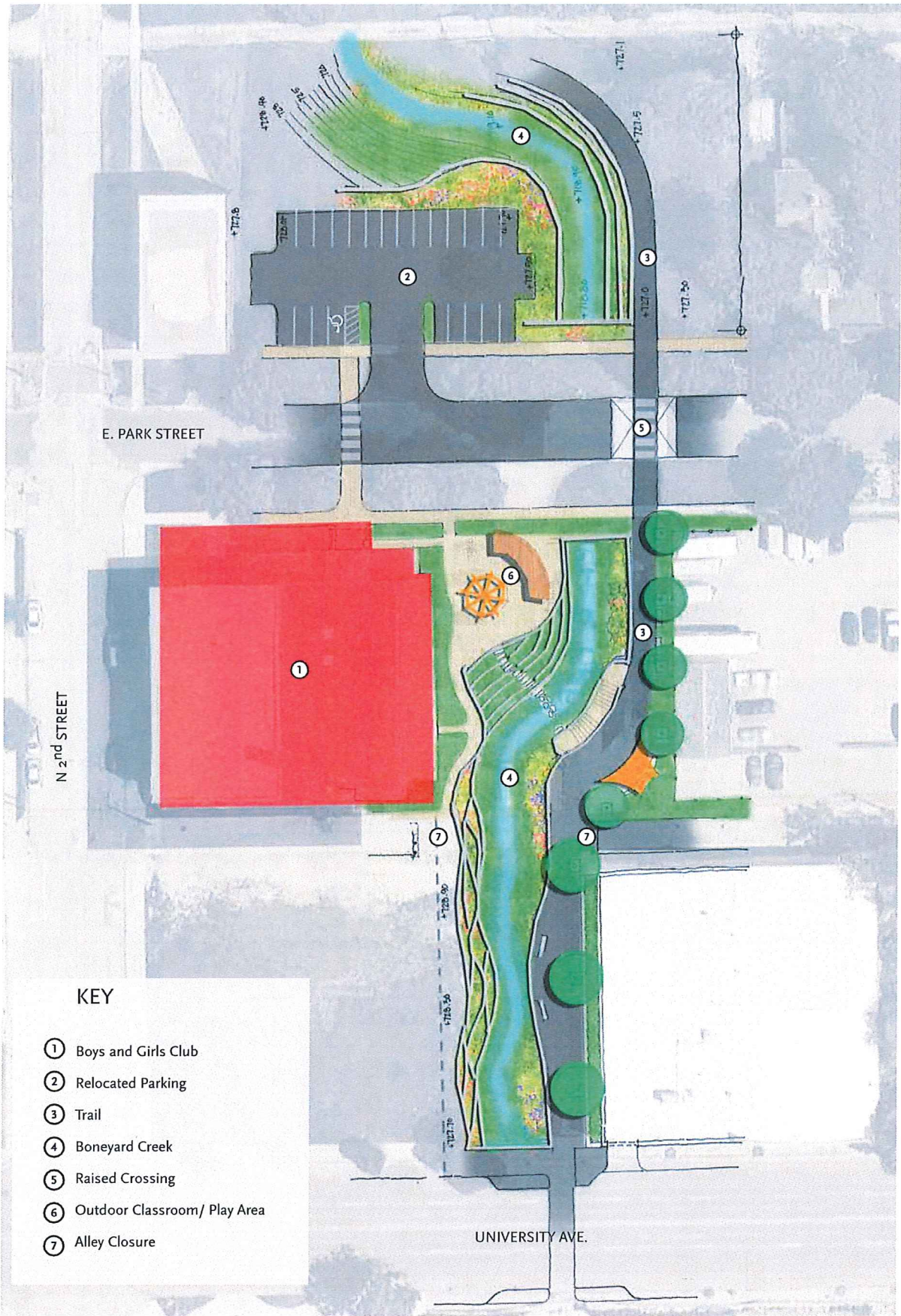
VIEW TOWARDS NEIL STREET







- KEY
- ① Wesley Park (See Enlargement)
  - ② Boneyard Creek Daylight
  - ③ Oak Ash Wetland
  - ④ Boardwalk
  - ⑤ Oak Ash Pond
  - ⑥ Dock
  - ⑦ Dry Weather Underpass
  - ⑧ Wet Weather Route
  - ⑨ Refurbished Wooden Rail Trestle
  - ⑩ Pavilion
  - ⑪ Washington Basin
  - ⑫ Skelton Park Connection
  - Boneyard Creek/ Detention Area
  - Greenway Trail
  - Native Plantings
  - Detention Basin Plantings



**KEY**

- ① Boys and Girls Club
- ② Relocated Parking
- ③ Trail
- ④ Boneyard Creek
- ⑤ Raised Crossing
- ⑥ Outdoor Classroom/ Play Area
- ⑦ Alley Closure



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** April 11, 2018

**SUBJECT:** Ratification of a Grant Proposal to the Illinois Arts Council for Program Support

### Background

Each year, the Recreation Department submits a grant proposal to the Illinois Arts Council to request funding for program support. Program areas that are earmarked for funds received from the grant are, but not limited to: Taste of Champaign-Urbana, Summer Concerts, Youth Theatre, Dance Arts, Art Exhibition Series and Bach's Lunch Concert Series.

A grant proposal was submitted during this current grant cycle and is currently under review. Our last grant proposal was awarded in the amount of \$14,600 and will be applied to the identified programs/events for January 1, 2018 – August 1, 2018.

### Budget Impact

Funds from awarded grant proposal will assist in covering expenses for the identified programs and events.

### Recommended Action

Staff recommends Board approval and ratification authorizing staff to file electronically a Grant Application to the Illinois Arts Council for the period September 1, 2018 to August 31, 2019.

Prepared by:

Reviewed by:

Jameel Jones, CGSP  
Director of Recreation

Joe DeLuce, CPRP  
Executive Director



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** April 4, 2018

**SUBJECT:** Community Coalition Membership

### Background

The Champaign County Community Coalition is requesting the Park District renew its membership of the Executive Committee for a yearly fee of \$5,000. Park District staff are currently serving as a member of the Executive Committee, but in order to continue to sit at the Executive Committee table, the fee must be paid by all agencies and organizations.

The agencies and groups currently on the Executive Committee are, but not limited to, the Urbana Park District, City of Champaign, City of Urbana, Champaign and Urbana School Districts, CU Public Health, Champaign County Mental Health, United Way, Parkland College, City of Rantoul and all local police departments.

Tracy Parsons, Community Relations Manager – Community Coalition, is responsible for coordinating and facilitating the work of the Champaign Community Coalition. Membership fees paid by the participating agencies and organizations are to cover expenses related to program promotion and facilitation; to accomplish health, wellness and safety initiatives; improve our environment and economic conditions as a community.

### **The 2018 Priorities and Action Plan for the Champaign Community Coalition include:**

#### Police Community Relations

- Promote positive police-community engagement and support
- Expansion of access and resources to facilitate community engagement

#### Community Engagement

- Leveraging collaboration and partnerships to address community needs
- Identify and coordinate activities that address community issues

#### Youth Development

- Promote healthy youth and family initiatives
- Ensure positive connections for youth
- Summer jobs
- Increase opportunity and resources for non-traditional youth

#### Mutual Advocacy

- Critical coordination of collaborations for identified areas
- Build community capacity to address social and economic issues

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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

In order to remain a member of the Executive Committee of the Champaign Community Coalition, the Park District must contribute \$5,000 for FY19. These funds are being allocated in the operating budget for FY19

Recommended Action

Staff recommends approval of \$5,000 expenditure to renew the Park District's membership on the Executive Committee of the Champaign County Community Coalition with these funds being directed to programs in the Champaign community.

Prepared by:

Reviewed by:

Jameel Jones, CGSP  
Director of Recreation

Joe DeLuce, CPRP  
Executive Director



# CHAMPAIGN PARK DISTRICT

## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** April 4, 2018

**SUBJECT:** Portable Toilets for Fiscal Year 2019 (FY19)

### Background

At the March 9, 2016 Regular Board Meeting, the Board authorized the Executive Director to enter into a contract with Midwest Pottyhouse, Inc. (Midwest) in the bid amount of \$15,255.00 annually for a two (2) year period with the option to renew for one (1) additional year.

Staff contacted Midwest regarding extending the agreement for an additional year. Midwest expressed an interest in renewing the agreement to provide portable toilets for special events and programs for one (1) year.

### Budget Impact

This is an annual expenditure and funds will be allocated in the FY18-19 budgets. The cost for the rental of portable toilets for the past few years were: \$15,189.25 in FY14/15; \$17,398.50 in FY15/16; \$15,106.50 in FY16/17; and \$14,465.75 in FY17/18.

The costs for the portable toilets fluctuates from year to year depending on the number of special events and programs. The number of portable toilets will increase in FY19 due an increase in the scheduled number of special events and programs. The estimated cost of toilets is \$17,292.50.

### Recommended Action

Staff recommends the Board authorize the Executive Director to execute an agreement for one (1) year with Midwest Pottyhouse, Inc for portable toilets for programs and events in FY19 in the amount of \$17,292.50.

Prepared by:

Reviewed by:

Jameel Jones, CGSP  
Director of Recreation

Joe DeLuce, CPRP  
Executive Director



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** April 2, 2018

**SUBJECT:** Group Dental and Life Insurance Rates for Fiscal Year 2019

### Background

The Champaign Park District currently provides Dental and Life insurance for only full-time 1 (FT1) employees. The cost for this benefit is allocated in the General, Recreation, Museum, and Special Recreation budgets. The Park District's current employee dental insurance and group term life insurance with The Principal Financial Group will expire April 30, 2018. This plan is only with the Park District and not the City of Champaign such as the staff health insurance.

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

The Principal has proposed a one year rate guarantee on all three lines of coverage at a 3.1% rate decrease in dental, and group life rates, and voluntary life coverage will remain steady with no changes to the cost.

Staff were able to negotiate a decrease due to the addition of a buy-up option. This would allow staff to purchase a plan at their cost which will increase their annual out-of-pocket maximum from \$1,000 to \$1,500. The buy-up option persuaded the insurance company to bring the rates down from last year with the hope that staff will purchase the higher premium plan. The agreement requires the Park District to have at least one employee select the plan. Staff is confident the Park District will be able to meet that requirement.

In 2017 the District experienced a 7% increase in dental rates and a 1% increase in group life. Additionally, from 2014 to 2017 the increases totaled 11.5% for dental benefits and 12.5% for life insurance.

### Prior Board Action

The Board approved the life and dental benefits with Principal Financial group last year with no increases.

### Budget Impact

Annually the current cost of dental insurance benefits for employees is \$25,134 when fully staffed. In addition, the current annual cost of the life insurance benefits is \$12,008 when fully staffed. The decrease in the dental line of coverage is estimated to save the Park District \$758 in fiscal year 2019.

Recommended Action

Staff recommends approval of continuing the dental and life insurance benefits at the decreased rates with a one year rate guaranteed rate beginning May 1, 2018 and ending April 30, 2019, and authorizing the Executive Director to sign a contract with the Principal Financial Group for this plan.

Prepared by:

Reviewed by:

Tammy Hoggatt, SPHR SHRM-SCP  
Director of Human Resources

Joe DeLuce, CPRP  
Executive Director





## **REPORT TO PARK BOARD**

**FROM: Joe DeLuce, Executive Director**

**DATE: April 5, 2018**

**SUBJECT: Security Alarm Services Agreement Amendments**

### Background

The Champaign Park District has a three (3) year agreement with FE Moran Security Solutions for Park District security and fire alarm service and monitoring since February 3, 2017. The Park District has separately obtained inspections on sprinklers and fire alarms, however typically these are conducted by the same company who monitors the alarms. In 2017 the alarm inspections were not necessary as the alarm systems were replaced with the newer AES cellular devices.

Two addendums are proposed one for fire alarm inspections and the other for sprinkler inspections. The addendums are proposed to continue for the length of the agreement which expires in February of 2020. The inspections on the sprinklers and fire alarms would take place once per year in 2018 and 2019.

### Prior Board Action

The Board of Commissioners approved a three (3) year agreement with FE Moran in December 2016. The agreement became effective on February 3, 2017.

### Budget Impact

In 2016 the Park District paid \$4,045 for fire alarm testing and sprinkler testing to George Alarm. The proposed addendums are \$3,276 for fire alarm inspections per year and \$540 for sprinkler inspections each fiscal year for an annual total cost of \$3,816. The 6% decrease is due to an aggressive quote from the company that currently monitors the alarm system.

### Recommended Action

Staff recommend approval of the Addendums to the agreement between the Park District and FE Moran Security Solutions at the rate of \$3,816 per year for the remaining two (2) years of the agreement and authorization for the Executive Director to execute the Addendums.

Prepared by:

Reviewed by:

Tammy V. Hoggatt, SPHR, SHRM-SCP  
Director of Human Resources

Joe DeLuce, CPRP  
Executive Director



**SYSTEM PURCHASE / SERVICE / MONITORING AGREEMENT**

Client Number: \_\_\_\_\_ Contract Number: \_\_\_\_\_

THIS AGREEMENT dated Thursday, December 8, 2016, is entered into by and between the following parties  
**F.E. MORAN SECURITY SOLUTIONS (Hereinafter referred to as FEMSS)**

and

Name: **Champaign Park District**

Email Address:

(Hereinafter referred to as "Client")

Quote#: **FEMQ41512-01**

Billing Address: **2311 W John St 706 Kenwood Rd.**  
 Champaign, IL 61821-3607

Telephone: (217) 398-2591

Contact Person: Wendy Zindars

1. **PREMISES:** The System to be serviced and/or monitored is at the following address: **SEE ADDENDUM B**  
**SEE ADDENDUM B**  
 Champaign, IL 61820-3900

2. **TERM:** This Agreement shall be effective upon execution by both Parties and continue for a period of 36 months from the date of activation of services. At the expiration of the initial 36 month period, this Agreement shall renew automatically for periods of one (1) month each, unless either party shall notify the other in writing, not less than (30) days prior to the expiration of this Agreement or of any renewal periods, of their intention to terminate this Agreement. The parties agree that due to the nature of the services to be provided by FEMSS, the payments to be made by the Client for the term of the monitoring / service part of this agreement pursuant to paragraph one (1) form an integral part of FEMSS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix FEMSS's actual damages. Therefore, in the event Client defaults in the payment of any charges to be paid to FEMSS, the balance of all payments for the entire term herein shall immediately become due and payable, and Client shall be liable for 80 % thereof as liquidated damages and FEMSS shall be permitted to terminate all its services under this agreement and to remotely re-program or delete any programming without relieving Client of any obligation herein. In the event of Client's breach of this agreement, FEMSS may at its option either remove its communication software or decommission sold to Subscriber for 80% of the amount specified as the value of the equipment in addition to the liquidated damages provided for herein.

3. **CHARGES:** The Client agrees to pay FEMSS as follows:

**SCHEDULE EQUIPMENT & SERVICES LIST**

Qty - Description	RMR	Qty - Description	RMR
1 - AES Radio as Primary Monitoring (\$45/System)		1 - Elevator Emergency Monitoring (\$25/Elevator)	
1 - Installation of AES Radio for Burg/Fire Alarm Systems		1 - Full Installation of Burglar Alar System at Virginia Theatre	
1 - Setup of Elevator Monitoring for Virginia Theatre		1 - Initial Inspection of all Fire Alarm Systems (Excluding Sprinkler Inspections)	

Purchase Price: **\$8,052.00** Total Monthly Fee: **\$860.00** billed: **Monthly** System Type: **Burg & Fire**  
 Payable as Follows: **\$0.00** down

4. **MONITORING & SERVICES:** FEMSS agrees to service an alarm system ("System") comprised of the equipment listed without liability and not as an insurer, during the term of this Agreement at the premises described below; for the following marked services:

Alarm Monitoring:  No  Yes

**\*\*Addendum A:** The Client understands that FEMSS must know and have on record basic information about the Client system. The Client also acknowledges that he has completed the portion of the contract which calls for that information, and that FEMSS, in performing its obligations under this contract, will rely solely on information given by the Client (See Addendum A for monitoring information).

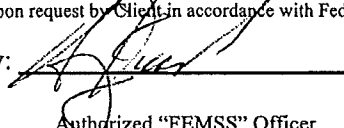
- Service Agreement  Time & Material Service (default)  
 Inspection Service  
 Other:

By: Jennifer Franzen Date: 12/8/2016  
 "Salesperson" (Printed)

By: *Andrea N. Wallace* Date: 2-3-17  
 P.P. "Client Signature" *on behalf of*  
 By: Andrea N. Wallace See Delive  
 Director of Finance  
 "Client Name Printed & Title"

This Agreement shall not be binding upon FEMSS unless approved in writing by an officer of FEMSS. In the event of non-approval, the sole liability of FEMSS shall be to refund to Client the amount that has been paid to FEMSS by Client upon the signing of this Agreement. IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed on the date opposite their names.

**CREDIT REVIEW:** Client's signature authorizes FEMSS to obtain a standard factual data credit report through a credit reporting agency chosen by FEMSS. Client agrees that if the data reported in said report is, in the sole opinion of FEMSS, insufficient to warrant the extension of credit terms to Client this agreement will be considered void, and any products provided to Client by FEMSS in the anticipation of this agreement will be returned immediately. If credit terms are denied as described above, FEMSS agrees to provide a copy of the information used to make the determination upon request by Client in accordance with Federal law.

By:   
Authorized "FEMSS" Officer

Date: 2/3/17

### TERMS AND CONDITIONS CONTINUED

5. **FEMSS's LIABILITY/DISCLAIMER OF WARRANTIES:** IT IS UNDERSTOOD THAT FEMSS IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CLIENT AND THAT THE AMOUNTS PAYABLE TO FEMSS HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE SUBSCRIBED PROPERTY OR OTHERS LOCATED IN CLIENT'S PREMISES. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF FEMSS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CLIENT DOES NOT DESIRE THAT THIS CONTRACT PROVIDE FULL LIABILITY OF FEMSS AND AGREES THAT FEMSS SHALL BE EXEMPT FROM LIABILITY FOR LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO OCCURENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT, THAT IF FEMSS SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN PERCENT (10%) OF THE ANNUALIZED MONTHLY SERVICE CHARGE OR \$250.00, WHICHEVER IS THE GREATER, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. AS THE EXCLUSIVE REMEDY, THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF FEMSS, ITS AGENTS OR EMPLOYEES. IF THE CLIENT DESIRES FEMSS TO ASSUME A GREATER LIABILITY, FEMSS WILL AMEND THIS AGREEMENT TO ALLOW THE CLIENT TO PAY AN ADDITIONAL ANNUAL AMOUNT NECESSARY TO PURCHASE AN INSURANCE POLICY FOR SUCH GREATER LIABILITY, IF SUCH POLICY IS REASONABLY AVAILABLE. NO SUCH AMENDMENT SHALL BE EFFECTIVE UNLESS SIGNED BY THE CLIENT, FEMSS AND INSURANCE CARRIER WHICH WILL BE INSURING THE ADDITIONAL LIABILITY FEMSS DISCLAIMS ANY WARRANTY AND ANY IMPLIED WARRANTY OF MERCHANTABILITY USAGE OR FITNESS FOR ANY PARTICULAR PURPOSE.
6. **SERVICE AGREEMENT AND INSPECTION SERVICES:** (A) **SERVICE AGREEMENT:** If service is included, FEMSS will service the System and make any necessary repairs as required due to normal wear and tear, including parts and labor. Client acknowledges FEMSS's obligation hereunder relates solely to the service of the specified system and that FEMSS is in no way obligated to insure the operation of the System or to maintain or service Client's property or the property of others to which FEMSS's System is connected. Any replacement parts may be of a brand, design and quality determined by FEMSS in its sole discretion to be the reasonably equivalent. FEMSS shall service upon Client's request the system installed in Client's premises between the hours of 8 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the system made by reason of alteration to subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the subscriber. (B) **INSPECTION:** If inspections are included, they shall be performed between the hours of 8 a.m. and 5 p.m. Monday through Friday. Inspection service does not include the cost of any repairs or modifications to the System.
7. **FALSE ALARMS:** If the Client's System is damaged or misused to such an extent or not functioning in such a way that false alarms are transmitted with unreasonable frequency, FEMSS may choose to suspend its obligation under this Agreement until the System is fixed or the condition corrected or cancel this Agreement. If FEMSS elects to suspend its obligations, it will first notify the Client of the suspension. FEMSS shall not be responsible for the fees, charges, or assessments imposed by the government authority or other persons in connection with false alarms from any equipment located at any Client premises. FEMSS shall not be responsible for any fees, licenses or taxes imposed by any government authority. Client represents that he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of FEMSS and which may cause the alarm to activate. Any and all such alarms which may occur, shall not be construed as improper operation of the equipment nor as malfunction thereof, nor shall any or all such alarms excuse any of the obligations of Client as set forth in this Agreement.
8. **RESPONSE TO ALARMS:**
  - (A) **LOCAL ALARM:** FEMSS does not physically respond to Client premises in local alarm audible device soundings, except as otherwise specifically agreed to in writing.
  - (B) **CENTRAL STATION ALARM:** FEMSS does not physically respond to the Client premises for central station alarm device signals. If FEMSS provides central station alarm service, FEMSS or its designee shall, without warranty, make every reasonable effort to do the following:  
Upon receipt of an alarm signal, FEMSS shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and to the persons designated by the Client, unless there is reason to assume that any emergency condition does not exist. FEMSS shall not be responsible for losses or damages suffered by the client as a result of any delays in response time or failure to respond by any person or authority notified by FEMSS according to the clients' instructions in addendum A
  - (C) **POLICE AND FIRE DEPARTMENT CONNECTED ALARMS:** Client acknowledges that if the signals transmitted by Client's premises will be monitored in municipal police and/or fire departments to other locations, that the personnel of such municipal police and/or fire department or other location are not agents of FEMSS, nor does FEMSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
  - (D) **SIGNAL TRANSMISSION:** Client understands that the signals from the System, which FEMSS may monitor, are transmitted over normal telephone lines, internet and/or radio frequency to FEMSS. Client also understands the FEMSS cannot be responsible for any monitoring during periods when either Client or FEMSS's telephone lines or internet are not working, or under any condition which would make it impossible to send a normal signal from the Client's premises to FEMSS's place of business.
9. **AUDIBLE ALARM SHUT-OFF:** Client acknowledges and understands that if the audible alarm has an automatic shut-off device and the alarm sounds for any reason, it is designed to automatically shut off after sounding for period of time not to exceed thirty (30) minutes. Client further acknowledges: That unless an attempted entry is apparent or unless Client is notified that the System was activated, Client may have no way of knowing that the System was activated and automatically shut off; and that it therefore may have to be manually restored by Client. Client agrees to check the System each day upon opening the premises in order to determine whether or not the System was activated during the previous operating period.
10. **INCREASE IN MONTHLY CHARGES:** FEMSS shall have the right, at any time, to increase the monthly charges provided for in this Agreement up to any amount equal to ten percent (10%) per year for each year after the date of this Agreement for the term of this Agreement, including extensions.
11. **CLIENT'S DUTIES AS TO USE OF SYSTEM:** The parties hereto agree that the System, once installed, is in the exclusive possession and control of the Client, and it is Client's sole responsibility to test the operation of the alarm system daily and to notify FEMSS if any equipment is in need of repair. FEMSS shall not be required to service the alarm system unless it has received notice from Client, and upon such notice, FEMSS shall service the alarm system to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m., Monday through Friday. Client agrees to test and inspect the alarm system and to advise FEMSS of any defect, error or omission in the alarm system. In the event Client complies with the terms of this agreement and FEMSS fails to repair the alarm system within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Client agrees to send written notice that the System is in need of repair to FEMSS, in writing, by certified or registered mail, return receipt requested. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Client shall be precluded from raising the issue that the alarm equipment was not operating unless the Client can produce a post office certified or registered receipt signed by FEMSS, evidencing that service was requested by Client.
12. **DESIGNATED PERSONNEL:** Client agrees to promptly furnish a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or be notified in the event of an alarm, and to furnish FEMSS with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to FEMSS in writing.
13. **ADDITIONS AND CHANGES:** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, are to be paid by Client. Client acknowledges that Client has chosen the System and that additional protection is available and may be obtained from FEMSS over and above that provided herein, at an additional cost to client.
14. **RISK OF LOSS:** All risk of loss or damage to the System shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.
15. **RELATIONSHIP; TITLE TO EQUIPMENT:** Client acknowledges and agrees that this Agreement is for the providing of service. Except for AES radio transmitters, the components of the System, including, detection devices, bell boxes and controls shall at all times remain the sole property of the Client. All radio transmitters and communicators shall remain the sole property of FEMSS and will be surrendered to FEMSS by Client upon request of FEMSS.

16. **SUSPENSION OR CANCELLATION OF THIS SYSTEM:** This Agreement may be suspended or canceled, without notice at the option of FEMSS, if FEMSS's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event FEMSS is unable to render service as a result of any action by any governmental agency.
17. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder is more than ten (10) days delinquent, FEMSS may impose and collect a late payment charge equal to ten percent (10%) of the late payment plus interest on any delinquent amount at a rate of 1.50% per month (18% per annum), or the highest amount allowed under law, whichever is less. If the alarm System is deactivated because of Client's past due balance, and if Client desires to have the System reactivated, Client agrees to pay in advance to FEMSS a reconnect charge to be fixed by FEMSS in a reasonable amount.
18. **CHANGE IN OWNERSHIP OF CLIENT'S PREMISES:** Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of FEMSS.
19. **ASSIGNEES/SUBCONTRACTORS OF FEMSS:** FEMSS shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to FEMSS's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and /or subcontractors of FEMSS, and that they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to FEMSS.
20. **DEFAULT BY CLIENT:** If the Client fails to make any payment as agreed herein, or ceases doing business as a going concern, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against Client under the Bankruptcy Act, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Client hereby consents to FEMSS immediately entering the aforesaid premises or any other premises where the property of said FEMSS may be located for the purpose of removing the equipment belonging to FEMSS; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, FEMSS may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by FEMSS shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall FEMSS be liable for any normal damage caused to the premises by installation or removal of its equipment. In the event of such default, FEMSS may disable any alarm codes or take any other action to the system to effectively render the system inoperable.
21. **THIRD PARTY INDEMNIFICATION:** Client agrees to defend, indemnify and hold harmless FEMSS and its shareholders, directors, officers, employees and agents against any and all third party claims, losses, damages and liabilities, including costs, expenses and attorney fees, asserted against or suffered by FEMSS, by reason of, arising out of, or in any way related to, in whole or in part, any death, sickness, disease, accident, bodily injury, property damage and/or economic loss arising out of Client's acts, omissions or negligence; provided however, Client's duty hereunder shall not arise if such death, sickness, disease, accident, bodily injury, property damage or economic loss is caused by the sole negligence or gross misconduct of FEMSS.
22. **PRIOR AGREEMENTS:** Client warrants and represents that Client is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises in conflict with the terms of this Agreement and furthermore Client agrees to indemnify and save harmless FEMSS against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now and hereafter incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such alarm systems of every kind and description. Client will pay all said sums, including reasonable attorneys' fees, for the defense of any such claim or suit and reasonable attorneys' fees incurred in the enforcement of this indemnity provision.
23. **INVALID PROVISIONS:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
24. **ENTIRE AGREEMENT; WAIVER:** The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties and the terms of any prior or subsequent purchase order, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
25. **NOTICES:** All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.
26. **LIMITED WARRANTY:** In the event that any part of the alarm system becomes defective, or in the event that any repairs are required, FEMSS agrees to make all repairs and replacement of parts without costs to the Client for a period of ninety (90) days from the date of installation. FEMSS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by lightning, electrical surge or wire breaks.
27. **ALTERATION OF PREMISES FOR INSTALLATION:** FEMSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in FEMSS's sole discretion for the installation and service of the alarm system, and FEMSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the System, and Client represents that the owner of the premises, if other than Client, authorizes the installation of the System under the terms of this agreement. Client understands and agrees that some installations may require that system wiring be exposed.
28. **CANCELLATION:** You, the Client, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.



Addendum A


# F.E. Moran, Inc. Alarm and Monitoring Services

201 W. University Ave., Champaign, IL 61820 (217) 403-6444 | Fax (217) 403-6442

New Account     Existing Account     Change / Additional Communication

## CLIENT DATA

<b>Manitou Account#:</b>		<b>Dealer:</b>	
<b>ALARM ADDRESS</b>	Client: SEE ADDENDUM B	<b>BILLING ADDRESS</b>	Company: Champaign Park District
	Address SEE ADDENDUM B		Name: Wendy Zindars
	City                      State                      Zip + 4		Address 2311 W John St
	Champaign, IL 61820-3900		City                      State                      Zip + 4
Telephone: (217) 403-6447	Champaign, IL 61821-3607	Telephone: (217) 398-2591	

 **My Moran Connection / Video:**      UserName: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_      Phone#: \_\_\_\_\_

## INSURANCE CARRIER

Central Station can send a copy of your monitoring certificate to your insurance company (FEMAMS does not guarantee discounted insurance rates)

Insurance Company: \_\_\_\_\_ Agent: \_\_\_\_\_ Policy #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## AUTHORIZED INDIVIDUALS TO BE CONTACTED

NAME	Telephone Number – AREA CODE REQUIRED Phone Codes: H home W work C cellular P pager	Key Holder	Phone Code	Auth Level
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

## PASSCODES

Passcode and call list changes can be emailed to: [accountupdates@femoransecurty.com](mailto:accountupdates@femoransecurty.com)

PASSCODE	NAME	PASSCODE	NAME

This information is provided by the client in accordance with the terms and conditions set forth in the attached agreement

Client Signature: *[Signature]* Client (Printed): Andrea N. Wallace Date: 2-3-17  
*on behalf of Joe DeLice* Director of Finance

**FOR INTERNAL USE**

GSM Internet <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Two Way Audio <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Button Programmed for Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Alarm Type:		Time Zone:			
Premises Type:		Panel Make/Mod:			
		Dialer Make/Mod:			
Format Type:		Test Interval:			

Duress Code:	Open / Close Report Type:			
	Open / Close Report Interval:			
	Supervised O/C Schedule:		Holiday Schedule Attached:	
	May Open:		Must Open:	
	May Close:		Must Close:	
Expected Activation Date:		Primary Comm Method:	Secondary Comm Method:	
Interactive Service:		Z-Wave:		

**Notes:**

Scope Of Work

Submitted By: Jennifer Acton Date Completed: \_\_\_\_\_  
 (Sales Consultant)

Data Entry: Entered By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Verified By: \_\_\_\_\_ Date: \_\_\_\_\_



Acct #	Name	Panel	System Type	Monthly Monitoring Fee w/ 3 Year Agreement	Install Price w/ 3 Year Agreement
391303	Bresnan Meeting Center	Vista 128FBP	Fire	\$45.00	\$249.00
392599	Bresnan Meeting Center	DSC PC 1000	Burg	\$45.00	\$249.00
391294	Douglass Annex	FL MS 5024	Fire	\$45.00	\$249.00
393400	Douglass Annex	Vista 50P	Burg	\$45.00	\$249.00
391223	Douglass Center	FL MS 5024	Fire	\$45.00	\$249.00
392468	Douglass Center	FA 168 CPS	Burg	\$45.00	\$249.00
391107	Hays Center	FL MS 5024	Fire	\$45.00	\$249.00
392858	"Old" Leonhard Center (The Cage)	Vista 100-24	Fire	\$45.00	\$249.00
	New Leonhard Rec Center	NFW2-100	Fire	\$45.00	\$249.00
	New Leonhard Rec Center	DSC PC 1832	Burg	\$45.00	\$249.00
391180	Operations	Vista 100	Fire	\$45.00	\$249.00
391293	Sholem Aquatic	Vista 128FBP	Burg & Fire	\$45.00	\$249.00
393372	Springer Building	Vista 50P	Burg	\$45.00	\$249.00
391052	Springer Building	FL MS 5024	Fire	\$45.00	\$249.00
391281	Tennis Center	FL MS 5024	Fire	\$45.00	\$249.00
393760	Tennis Center	Vista 50P	Burg	\$45.00	\$249.00
391056	Virginia Theatre	Siemens	Fire	\$45.00	\$249.00
	Virginia Theatre (Full Burg Install)	DMP XR 150	Burg	\$45.00	\$3,720.00
ELEVO78	Virginia Theatre	N/A	Elevator	\$25.00	\$49.50
ELEVO79	Virginia Theatre	N/A	Elevator	\$25.00	\$49.50
	Total			\$860.00	\$8,052.00

PRICING NOTES:

- 1) Install price includes the installation of AES radio and associated equipment for monitoring. We are proposing a \$249.00 install fee per radio with acceptance of a 3 year agreement. Monitoring charges will be \$45.00 billed monthly/quarterly/semi annually or annually. This excludes the elevator accounts which will be monitored via telephone line.
- 2) Install price includes a \$49.50 activation fee for the elevator monitoring. Elevator monitoring conversion will require a site visit to be made by an elevator technician to reprogram the elevator phone. Customer is responsible for coordinating elevator technician and all associated charges.
- 3) Install price includes full installation costs for burglar alarm installation at Virginia Theatre in the amount of \$3720 which includes installation of AES radio. See attached quote for further details.
- 4) Converting the Siemens fire alarm panel at Virginia Theatre may require a site visit and/or vendor meet to be made by a Siemens representative. Customer is responsible for coordinating Siemens technician and all associated charges.
- 5) Converting the burglar alarm panel at Leonhard Rec Center is subject to panel compatibility.
- 6) This agreement does not include a Service Agreement. If service is requested, normal time and material rates will apply.
- 7) Quoted pricing is valid for 30 days.

Customer Printed Name: Andrea N. Wallace

Customer Signature: [Signature]  
on behalf of Joe DeLuve

Date: 2, 3, 17



F.E. Moran Security Solutions  
 201 W University Ave  
 Champaign, IL 61820  
 Ph: (217) 403-6444 Fax: (217) 403-6442

**Prepared For:**

Champaign Park District  
 Wendy Zindars  
 706 Kenwood Road  
 Champaign, IL 61821  
 (217) 819-3848

**Installation Address:**

Virginia Theatre  
 Wendy Zindars  
 203 W Park Ave  
 Champaign, IL 61820-3928  
 (217) 819-3848

Quote #: **FEMQ43311-01**

Date: 12/8/2016

System Type: Burglar Alarm

Prices quoted are valid for 30 days.

**Scope of Work:**

Install security system into existing building. System will have 1 door contact and keypad at main employee entrance. 2 wireless panic buttons will be used. Several motion detectors will be installed to cover different areas.

TAX EXEMPT

Parts must be installed in areas which have proper wireless coverage.

Work will be done during normal business hours, M-F 8-5.

**FE Moran Security Solutions to supply the following:**

Qty	Description	Monthly Fee	Sale Price
1	142 ZONES,DIALER,350-G GREY ENCL (INC 50VA TRNSFR)		
1	12V 7A Battery		
1	Keypad - Graphic Touchscreen		
1	Wireless Receiver		
1	WIRELESS REPEATER		
2	Hold Up Device - 2 Button		
2	WIRELESS CEILING MOUNT 360 PIR		
4	WIRELESS WALL MOUNT CURTAIN PIR		
1	Siren - Indoor		
1	POWER SUPPLY,5AMP,12V		
1	22/4 Security Cable		
1	22/2 Security Cable		
1	AES Burg Radio with 7094 Intellipro		
1	16 VOLT TRANSFORMER		
1	Battery, 12 volt, 7 AH.		
	AES Radio as Primary Monitoring (BURG/FIRE) \$45/Site	\$45.00	

Billing Notes: \$0.00 down payment.

Total Monthly Fee \$45.00  
 System Price \$3,720.00

**Pricing Notes:**

FEMQ43311-01

Prices quoted are valid for 30 days

12/8/2016





F.E. Moran Security Solutions  
201 W University Ave  
Champaign, IL 61820  
Ph: (217) 403-6444 Fax: (217) 403-6442

We are pleased to provide you with the following quotation for the products listed below. This proposal is based on the information obtained from the job specification book, drawings, and/or Service Technician recommendation or information provided by you.

This proposal includes engineering, installation drawings, installation labor, equipment, materials, programming, check-out, start-up, testing, training, and a 90 day warranty on all labor and new equipment after acceptance. (IF APPLICABLE)

During the course of our work, should we encounter any deficiencies, code infringements or other anomalies we will contact you promptly and provide a separate quotation to correct these issues.

If there are any further questions or items that may need clarification or modification, please contact me at one of the options listed above.

TO ACCEPT THIS PROPOSAL PLEASE SIGN AND RETURN TO ME OR FAX ALL PAGES TO 217.403.6442.

Thank you for giving F.E. Moran Alarm & Monitoring Services the opportunity to provide you with the best in electronic security.

THIS QUOTE IS VALID FOR 30 DAYS

Respectfully,  
Joshua Young  
Security Consultant  
201 W. University Ave.  
Champaign, IL 61820  
jyoung@femoransecurity.com  
Ph: 217-369-3010 Fax: 217-403-6442

**Proposal Acceptance**

I hereby authorize you to proceed with the work described on this quote with General Terms and Conditions to follow.

*p.p. [Signature]* Andrea N. Wallace, Dir. of Finance 2-3-17  
Signature on behalf of Joe DeLore Printed Name / Title Date

## ADDENDUM C

### ADDENDUM TO SYSTEM PURCHASE/SERVICE/MONITORING AGREEMENT

THIS ADDENDUM to System Purchase/Service/Monitoring Agreement is made and effective as of the 5<sup>th</sup> day of February 2017, between F.E. Moran Security Solutions, LLC, 201 W. University Avenue, Champaign, Illinois 61820 (hereinafter referred to as, "FEMSS"), and the Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821 (hereinafter referred to as, "CLIENT" or "CUSTOMER" in the documents attached, incorporated, and referenced herein as the case may be) and collectively from time to time referred to as "Parties".

WHEREAS, FEMSS has proposed a System Purchase/Service/Monitoring Agreement together with and including Terms and Conditions, as well as Addendums A and B, attached hereto, made a part hereof and incorporated by reference herein (hereinafter referred to collectively as, "Agreement") for services to Client as more specifically therein and herein, as the case may be;

WHEREAS, FEMSS and CLIENT wish to further amend the Agreement to alter, change, remove or add certain terms, conditions, or provisions set forth herein and therein; and

WHEREAS, those amendments, alterations, changes, removals or additions are to be included in this Addendum C.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and the aforementioned Addendums, the receipt and sufficiency of which are hereby acknowledged, FEMSS and CLIENT hereby agree that the Agreement and Addendum A and B are hereby amended, altered, changed, and clarified, anything in them to the contrary notwithstanding with regard to the following:

(The applicable corresponding numbered sections in the Agreement are omitted in their entirety and replaced with the sections in this Addendum C.)

Billing Address: 706 Kenwood Road, Champaign, IL 61821-3607

2. **TERM:** This Agreement shall be effective upon execution by both Parties and continue for a period of thirty-six (36) months from the date of activation of services. At the expiration of the thirty-six (36) month period, this Agreement shall renew automatically for periods of one (1) month each, unless either Party shall notify the other in writing, not less than thirty (30) days prior to the expiration of this Agreement or of any such monthly renewal period, of their intention to terminate this Agreement. In the event of CLIENT's default, FEMSS shall be entitled to recover its actual damages. Furthermore in such event, FEMSS may remove its communications software.

5. **FEMSS'S LIABILITY/DISCLAIMER OF WARRANTIES:** IT IS UNDERSTOOD THAT FEMSS IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CLIENT AND THAT THE AMOUNTS PAYABLE TO FEMSS HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE SUBSCRIBED PROPERTY OR OTHERS LOCATED IN CLIENTS PREMISES. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF FEMSS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CLIENT DOES NOT DESIRE THAT THIS CONTRACT PROVIDE FULL LIABILITY OF FEMSS AND AGREES THAT FEMSS SHALL BE EXEMPT FROM LIABILITY FOR LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO OCCURENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT, THAT IF FEMSS SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN THOUSAND DOLLARS (\$10,000.00), AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. AS THE EXCLUSIVE REMEDY, THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF FEMSS, ITS AGENTS OR EMPLOYEES. IF THE CLIENT DESIRES FEMSS TO ASSUME A GREATER LIABILITY, FEMSS WILL AMEND THIS AGREEMENT TO ALLOW THE CLIENT TO PAY AN ADDITIONAL ANNUAL AMOUNT NECESSARY TO PURCHASE AN INSURANCE POLICY FOR SUCH GREATER LIABILITY, IF SUCH POLICY IS REASONABLY AVAILABLE. NO SUCH AMENDMENT SHALL BE EFFECTIVE UNLESS SIGNED BY THE CLIENT, FEMSS AND INSURANCE CARRIER WHICH SHALL BE INSURING THE ADDITIONAL LIABILITY. FEMSS DISCLAIMS ANY WARRANTY AND ANY IMPLIED WARRANTY OF MERCHANTABILITY USAGE OR FITNESS FOR ANY PARTICULAR PURPOSE.

6. **SERVICE AGREEMENT AND INSPECTION SERVICES: (A) SERVICE AGREEMENT.** If service is included, FEMSS will service the System and make any necessary repairs as required due to normal wear and tear, including parts and labor. CLIENT acknowledges FEMSS's obligation hereunder relates solely to the service of the specified system and that FEMSS is in no way obligated to insure the operation of the System or to maintain or service CLIENT's property or the property of others to which FEMSS's System is connected. Any replacement parts may be of a brand, design and quality determined by FEMSS in its sole discretion to be the reasonably equivalent. FEMSS shall service upon CLIENT's request the system installed in CLIENT's premises between the hours of 8 a.m. and 5 p.m. Monday through Friday, within reasonable time, not to exceed \_\_\_\_\_ ( ) hours, after receiving notice either electronically or by telephone from CLIENT that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the system made by reason of alteration to subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of CLIENT. **(B) INSPECTION.** If inspections are included, they shall be performed between the hours of 8 a.m. and 5 p.m. Monday through Friday. Inspection service does not include the cost of any repairs or modifications to the System.

7. **FALSE ALARMS:** If the CLIENT's System is damaged or misused to such an extent or not functioning in such a way that false alarms are transmitted with unreasonable frequency, FEMSS may choose to suspend its obligation under this Agreement until the System is fixed or the condition corrected or cancel this Agreement. If FEMSS elects to suspend its obligations, it will first notify the CLIENT of the suspension, within one (1) hour of such action. FEMSS shall not be responsible for the fees, charges, or assessments imposed by the government authority or other persons in connection with false alarms from any equipment located at any CLIENT premises. FEMSS shall not be responsible for any fees, licenses or taxes imposed by any government authority. CLIENT fully understands that the equipment, because of its

sensitivity and nature, is subject to the influence of external events which are not within the control of FEMSS and which may cause the alarm to activate.

8. **RESPONSE TO ALARMS:**

(A) **LOCAL ALARM:** FEMSS does not physically respond to CLIENT premises in local alarm audible device soundings, except as otherwise specifically agreed to in writing, unless such delay or failure was caused in any manner whatsoever by FEMSS.

(B) **CENTRAL STATION ALARM:** FEMSS does not physically respond to the CLIENT premises for central station alarm device signals. If FEMSS provides central station alarm service, FEMSS or its designee shall, without warranty, make every reasonable effort to do the following: Upon receipt of an alarm signal, FEMSS shall make every reasonable effort to promptly transmit notification of the alarm to the police, fire or other authorities and to the persons designated by the CLIENT, unless there is reason to assume that any emergency condition does not exist. FEMSS shall not be responsible for losses or damages suffered by the CLIENT as a result of any delays in response time or failure to respond by any person or authority notified by FEMSS according to the CLIENT'S instructions in Addendum A.

(C) **POLICE AND FIRE DEPARTMENT CONNECTED ALARMS:** CLIENT acknowledges that if the signals transmitted by CLIENT'S premises will be monitored in municipal police and/or fire departments to other locations, that the personnel of such municipal police and/or fire department or other location are not agents of FEMSS, nor does FEMSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

(D) **SIGNAL TRANSMISSION:** CLIENT understands that the signals from the System, which FEMSS may monitor, are transmitted over normal telephone lines, internet and/or radio frequency to FEMSS. CLIENT also understands the FEMSS is not responsible for any monitoring during periods when either CLIENT or FEMSS'S telephone lines or internet are not working, or under any condition which would make it impossible to send a normal signal from the CLIENT'S premises to FEMSS'S place of business.

10. **INCREASE IN MONTHLY CHARGES:** Changes to the monthly charges assessed by FEMSS under this Agreement may only be undertaken upon a further written agreement executed by both Parties.

11. **CLIENT'S DUTIES AS TO USE OF SYSTEM:** The Parties hereto agree that the System, after installation, is in the exclusive possession and control of CLIENT, and it is CLIENT'S sole responsibility to test the operation of the alarm system on a daily basis and notify FEMSS if any equipment is in need of repair. FEMSS shall not be required to service the alarm system unless it has received notice from CLIENT, and upon such notice, FEMSS shall service the alarm system to the best of its ability within thirty-six (36) hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m., Monday through Friday. CLIENT shall test and inspect the alarm system and inform FEMSS of any defect, error or omission in the alarm system. In the event CLIENT notifies FEMSS of any defect or required service and FEMSS fails to repair the alarm system within thirty-six (36) hours after notice is given, excluding Saturdays, Sundays and legal holidays, CLIENT agrees to send written notice that the System is in need of repair to FEMSS, in writing, by certified or registered mail, return receipt requested, with an additional copy thereof sent by regular U.S. mail and electronically (e-mail or facsimile transmission). Such notice shall be deemed received upon being sent.

12. **DESIGNATED PERSONNEL:** CLIENT agrees to promptly furnish a written list of the names, titles, residence addresses, and residential phone numbers of all persons authorized to arrange an unscheduled event and/or be notified in the event of an alarm, and furnish FEMSS with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to FEMSS in writing.

14. **RISK OF LOSS:** All risk of loss or damage to the System shall be borne by the respective Party pursuant to their obligations herein.

15. **RELATIONSHIP; TITLE TO EQUIPMENT:** CLIENT acknowledges and agrees that this Agreement is for the provision of services. Except for AES radio transmitters, the components of the System, including, detection devices, bell boxes and controls shall at all times remain the sole property of the CLIENT. All radio transmitters and communicators shall remain the sole property of FEMSS and will be surrendered to FEMSS by CLIENT upon request of FEMSS, when this Agreement terminates or the subject equipment is upgraded.

16. **SUSPENSION OR CANCELLATION OF THIS SYSTEM:** This Agreement may be suspended or canceled, without notice at the option of FEMSS, if FEMSS'S or CLIENT'S premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event FEMSS is unable to render service as a result of any action by any governmental agency. In such event, CLIENT shall not be responsible for paying for any further services of FEMSS.

17. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder is made more than thirty (30) days after the date of approval, CLIENT shall pay interest at the rate of one percent (1%) on the amount approved and unpaid pursuant to the Illinois Local Government Prompt Payment Act. If the alarm system is deactivated because of CLIENT'S failure to pay amounts due, and if CLIENT desires to have the system reactivated, CLIENT agrees to pay in advance to FEMSS a reconnect charge to be agreed upon by the Parties in a reasonable amount.

19. **ASSIGNEES/SUBCONTRACTORS OF FEMSS:** FEMSS shall have the right to assign this Agreement to any other person, firm or corporation and shall provide written notice thereof to CLIENT. FEMSS shall have the right to subcontract any installation and/or services, including monitoring, which it may perform. CLIENT acknowledges that this Agreement shall inure to the benefit of and apply to any assignees and/or subcontractors of FEMSS, and that the actions of any of them shall apply to the CLIENT with respect said assignees and/or subcontractors of FEMSS with the same force and effect as they bind CLIENT to FEMSS.

20. **DEFAULT**

(A) **IF CLIENT:** If CLIENT fails to make any payment as agreed herein, or any representation made or submitted by CLIENT shall be untrue or unperformed in any material respect, or if CLIENT defaults hereunder in any other respect, it shall be deemed to be in default hereunder. In the event of such default, FEMSS shall provide CLIENT with fifteen (15) days written notice of such default and an opportunity to cure it. In the event CLIENT fails to cure the default within such fifteen (15) day period, FEMSS may enter the premises where the property of FEMSS may be located for the purpose of removing the equipment belonging to FEMSS; provided that such entry

shall be during normal business hours of CLIENT and in the presence of an authorized representative of CLIENT. Similarly, upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency which enables FEMSS to recover its equipment, it may enter CLIENT's premises during normal business hours and remove the equipment; provided that it shall not injure or damage any person or property arising out of such entry or taking of possession. Removal of the equipment by FEMSS shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall FEMSS be liable for any normal damage caused to the premises by reason of the installation or removal of its equipment. In the event of such default, FEMSS may disable any alarm codes or take any other action to the system to effectively render the system inoperable.

**(B) IF FEMSS:** If FEMSS fails to comply with the terms of this Agreement and perform the services or otherwise fail to undertake any of the obligations which it has agreed to perform pursuant to terms hereof, it shall be deemed to be in default hereunder. In the event of such default, CLIENT shall provide FEMSS with fifteen (15) days written notice of such default and an opportunity to cure it. In the event FEMSS fails to cure the default within such fifteen (15) day period, CLIENT may terminate this Agreement without any further obligations to FEMSS whatsoever; provided that FEMSS shall be permitted to enter the premises during normal business hours of CLIENT for the purpose of removing applicable leased equipment. In the case of such removal, FEMSS shall not cause any damage or injury to any person or property of CLIENT in any manner whatsoever, and shall remain responsible for its acts or omissions.

21. **HOLD HARMLESS AND INDEMNIFICATION:** CLIENT shall indemnify, defend and hold harmless FEMSS and any of its directors, officers, employees, agents, and representatives from and against any and all liability, loss, costs, causes of action, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against FEMSS that arises solely from an act, failure or omission on the part of CLIENT or any of its commissioners, officers, employees, agents, volunteers or representatives in carrying out of the terms of this Agreement.

FEMSS shall indemnify, defend and hold harmless CLIENT and any of its commissioners, officers, employees, agents, volunteers, and representatives from and against any and all liability, loss, costs, causes of action, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the CLIENT that arises solely from an act, failure or omission on the part of FEMSS or any of its directors, officers, employees, agents or representatives in carrying out of the terms of this Agreement.

24. **ENTIRE AGREEMENT; WAIVER:** The Parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the Parties and the terms of any prior or subsequent purchase order, and the Parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the Parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

25. **EFFECTIVE DATE, TERMINATION AND NOTICES:** This Agreement shall commence upon execution and shall remain in effect for the term provided for herein or until terminated by either Party pursuant to the terms hereof. The effective date of the termination shall be the thirtieth (30<sup>th</sup>) day after the non-terminating Party's receipt of the notice of termination. Notice of termination or any other matter related to this Agreement shall be sent by certified mail, return receipt requested to the respective Party, with an additional copy thereof sent by regular U.S. mail. Notice shall be deemed to have been received three (3) days after the date of such certified mailing. If FEMSS terminates the Agreement, CLIENT may, at its option, extend the terms of this Agreement to the extent necessary for FEMSS to complete any services that were ordered prior to the effective date of termination. If CLIENT terminates this Agreement, CLIENT shall pay FEMSS for all services performed prior to such notice of termination. Termination hereunder shall operate to discharge only those obligations which are executory by either Party on and after the effective date of termination. As applicable to the conduct which shall necessarily be performed following termination, these Terms and Conditions shall survive the completion of the services performed hereunder or the termination of this Agreement for any cause for a period of three (3) years.

26. **LIMITED WARRANTY:** In the event that any part of the alarm system becomes defective, or in the event that any repairs are required, FEMSS agrees to make all repairs and replacement of parts without costs to CLIENT for a period of ninety (90) days after the date of installation. FEMSS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by lightning, electrical surge or wire breaks.

27. **ALTERATION OF PREMISES FOR INSTALLATION:** FEMSS is authorized to make preparations, such as drilling holes, driving nails, making attachments or doing any other thing reasonably necessary in FEMSS's sole discretion for the installation and service of the alarm system, and FEMSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the System; provided that such action is taken in a reasonable fashion and a suitable CLIENT representative is aware of such installation, service or removal. CLIENT understands and agrees that some installations may require that system wiring be exposed.

28. **CANCELLATION:** CLIENT may cancel this transaction at any time prior to midnight of the third (3<sup>rd</sup>) business day after the date of this transaction.

29. **INSURANCE:** FEMSS shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$2,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to CLIENT. All insurance coverage provided by FEMSS shall be primary insurance as to CLIENT. Any insurance or self-insurance maintained by CLIENT shall be in excess of FEMSS's insurance and shall not contribute with it. CLIENT, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. The policy shall not be cancelled or amended without at least ten (10) day's prior written notice having been given to CLIENT. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for CLIENT to immediately terminate this Agreement with no further rights afforded FEMSS. At its option, CLIENT may continue such insurance at its cost and obtain reimbursement and repayment thereof from FEMSS. In such event, FEMSS shall pay the amount due within ten (10) days of payment by CLIENT. The Parties acknowledge that FEMSS may from time to time change insurers; provided that, CLIENT shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

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

- i. Workers' Compensation:
  - State Statutory
  - Applicable Federal Statutory
- ii. Comprehensive General Liability:
  - Bodily Injury (including completed operation and products liability) and Property Damage: \$2,000,000 Each Occurrence, \$2,000,000 Annual Aggregate or a combined single limit of \$2,000,000
  - Property damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
  - Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$2,000,000
  - Each Occurrence Property Damage: \$2,000,000
  - Each Occurrence \$2,000,000 Annual Aggregate
- iii. Comprehensive Automobile Liability:
  - Bodily Injury: \$2,000,000 Each Person and \$2,000,000 Each Occurrence
  - Property Damage: \$500,000 Each Occurrence or combined single limit of \$500,000

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

30. **VENUE:** The Parties agree that, notwithstanding any other terms or agreements, the laws of the State of Illinois shall govern the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

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

CLIENT: Champaign Park District, a municipal Corporation,

By: *Joseph DeLuce*  
Joseph DeLuce  
Executive Director  
*on behalf of Joe DeLuce*

F.E. MORAN SECURITY SOLUTIONS, LLC:

By: *Stephen Earl*  
*VP Finance*  
Title

ATTEST:

*Cindy Harvey*  
Board Secretary



**FEMORAN**  
SECURITY SOLUTIONS

## System Purchase/Service/Monitoring Agreement Amendment

**Amendment No. 001 to the system Purchase/Service/Monitoring Agreement existing and in force as of February 3, 2017 between Champaign Park District AND FE Moran Security Solutions LLC, formerly known as F.E. Moran Inc. Alarm and Monitoring Services and FE Moran Security Solutions LLC, or its predecessor entity F.E. Moran Inc. Alarm and Monitoring Services ("FEMSS") (the "Agreement")**

This Amendment is made part of the Agreement and where a conflict exists between the Agreement and this Amendment, the terms and conditions of this Amendment supersedes and prevails notwithstanding anything contained in the Agreement to the contrary. Client and FEMSS agree to the following provisions:

1. Addition of the following parts and/or recurring services: Addition of Inspection Services at the sites and rates described on Attachment A
2. Applicable Charges: Attachment A, attached to this Amendment, describes the amended applicable charges to the Agreement. If **Attachment A** is marked with 'No Additional Charges', then the current applicable charges shall continue to apply under the terms and conditions of the Agreement.
3. All terms and definitions defined in the Agreement shall have the same meaning for purposes of this Amendment.

*Thank you for your Business!*

Customer Signature: \_\_\_\_\_

Customer Print: \_\_\_\_\_

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

FE Moran Security Solutions, LLC Representative: \_\_\_\_\_

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

**CORPORATE ADDRESS**

201 W UNIVERSITY AVE., CHAMPAIGN IL 61820

PH (217) 403-6444 FAX (217) 403-6442

[FEMoranSecurity.com](http://FEMoranSecurity.com)



**Attachment A**

**AMENDED APPLICABLE CHARGES**

- No Additional Charges
- Amendment Charges in addition to existing services

**Term: This Amendment shall be effective upon execution by both Parties and continue for the length of the aforementioned Agreement.**

**Service & Monitoring Charges:**

\*\*Pricing is for inspections only and is in addition to the alarm monitoring fees outlined on the February 3, 2017 Agreement. This does not include repair or replacement of any faulty devices. Service to faulty devices will be scheduled after inspection is complete and billed on a Time & Material basis.

<b>Description</b>	<b>Monthly Cost</b>	<b>Annual Fee</b>
Leonhard Recreation Center – Annual Sprinkler Inspection	\$15.00	\$180.00
Springer Building – Annual Sprinkler Inspection	\$15.00	\$180.00
Virginia Theatre – Annual Sprinkler Inspection	\$15.00	\$180.00
<b>Total Annual Charges</b>		<b>\$540.00</b>



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1. Addition of the following parts and/or recurring services: Addition of Inspection Services at the sites and rates described on Attachment A

2. Applicable Charges: Attachment A, attached to this Amendment, describes the amended applicable charges to the Agreement. If **Attachment A** is marked with 'No Additional Charges', then the current applicable charges shall continue to apply under the terms and conditions of the Agreement.

3. All terms and definitions defined in the Agreement shall have the same meaning for purposes of this Amendment.

*Thank you for your Business!*

Customer Signature: \_\_\_\_\_

Customer Print: \_\_\_\_\_

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

FE Moran Security Solutions, LLC Representative: \_\_\_\_\_

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

**CORPORATE ADDRESS**

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PH (217) 403-6444 FAX (217) 403-6442

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## Attachment A

### AMENDED APPLICABLE CHARGES

- No Additional Charges
- Amendment Charges in addition to existing services

**Term: This Amendment shall be effective upon execution by both Parties and continue for the length of the aforementioned Agreement.**

#### Service & Monitoring Charges:

\*\*Pricing is for inspections only and is in addition to the alarm monitoring fees outlined on the February 3, 2017 Agreement. This does not include repair or replacement of any faulty devices. Service to faulty devices will be scheduled after inspection is complete and billed on a Time & Material basis.

Description	Monthly Cost	Annual Fee
Bresnan Meeting Center – Annual Fire Alarm Inspection	\$32.00	\$384.00
Douglass Annex – Annual Fire Alarm Inspection	\$16.00	\$192.00
Douglass Center – Annual Fire Alarm Inspection	\$16.00	\$192.00
Hays Center – Annual Fire Alarm Inspection	\$16.00	\$192.00
Leonhard Center – Annual Fire Alarm Inspection	\$16.00	\$192.00
Leonhard Recreation Center – Annual Fire Alarm Inspection	\$40.00	\$480.00
Operations Building – Annual Fire Alarm Inspection	\$24.00	\$288.00
Sholem Aquatic Center – Annual Fire Alarm Inspection	\$32.00	\$384.00
Springer Building – Annual Fire Alarm Inspection	\$20.00	\$240.00
Tennis Center – Annual Fire Alarm Inspection	\$16.00	\$192.00
Virginia Theatre – Annual Fire Alarm Inspection	\$45.00	\$540.00
<b>Total Annual Charges</b>		<b>\$3276.00</b>



## **REPORT TO PARK BOARD**

**FROM: Joe DeLuce, Executive Director**

**DATE: April 2, 2018**

**SUBJECT: Technology Consultant Agreement Renewal**

### Background

The Champaign Park District held a month-to-month agreement with Micro Systems International from July 2012 until May 2016. For the last two years the Board approved one year agreements with the technology consultant for \$30,000.00 each year.

Previously the Park District had a full time technology manager until 2014. After the Technology Manager accepted another position, the Park District eliminated the position and hired a part-time (evening and weekend work) and increased the use of Micro Systems staff.

Since that time, Microsystems and especially their co-owner Furat Ibrahim has been instrumental in maintaining the Districts network, computers, servers, backup procedures, printers and wireless both internal and guest. The service includes assistance around the clock, day or night assistance which is necessary as the Park District has facilities and programs running early in the morning and late at night as well as backups that occur during the night.

Upon advice from Corporate Counsel technology services are an exception to bidding requirements and may be awarded without bidding. Micro Systems and Mr. Ibrahim are familiar with the Park District network and have gained a high level of trust from staff, additionally he has contracts with Mahomet Schools, Champaign County Forrest Preserve District and several attorney's and accounting firms in the area. Micro Systems is also an authorized dealer for HP and provide HP for many business and schools including NIU. Microsystems, Inc. has agreed to a one year renewal of the current agreement at the same terms and fees.

### Prior Board Action

In May 2016 and again in 2017 the board approved one year agreements for \$2,500.00 per month, or a total of \$30,000.00 for the year.

### Budget Impact

The impact to the budget for FY 2019 will be \$30,000.00

### Recommended Action

Staff recommend the board approve the one year agreement between the Park District and Micro Systems at the rate of \$2,500.00 per month. Beginning May 1, 2018 and ending April 30, 2019 and authorize Executive Director to execute the agreement.

Prepared by:

Reviewed by:

Tammy V. Hoggatt, SPHR, SHRM-SCP  
Director of Human Resources

Joe DeLuce, CPRP  
Executive Director

## AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

**This Agreement** is made and entered into effective May 1, 2018 by and between the CHAMPAIGN PARK DISTRICT, an Illinois municipal corporation, with the principal address of 706 Kenwood Road, Champaign, Illinois 61821 (hereinafter referred to as "PARK DISTRICT") and MICRO SYSTEMS INTEGRATION, INC., doing business as, MICRO SYSTEMS INTERNATIONAL, INC., a for profit corporation, whose principal address is 505 S. Neil Street #3, Champaign, Illinois 61821 (hereinafter referred to as "MICRO SYSTEMS").

### RECITALS

**WHEREAS**, PARK DISTRICT is a municipal corporation;

**WHEREAS**, MICRO SYSTEMS is a company that provides computer networking, data processing, software, service, repair, maintenance, technology consulting and other services and equipment related thereto; and

**WHEREAS**, PARK DISTRICT and MICRO SYSTEMS desire to enter into an Agreement whereby MICRO SYSTEMS will provide services to PARK DISTRICT as an independent contractor for computer data processing, software, and network consulting, and services at all Park District facilities and other venues as may from time to time be designated by PARK DISTRICT.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARK DISTRICT and MICRO SYSTEMS agree as follows:

1. **PROFESSIONAL SERVICES**: MICRO SYSTEMS shall provide professional information technology services and support including without limitation, consulting, data processing, software and hardware configuration and support for desktop and laptop computers, services, email, network appliances, internet connectivity, and other related services as may be directed from time to time by the Park District; provided that, with the exception of requiring services and purchase of equipment to be performed on or by certain dates and times, neither the PARK DISTRICT nor any of its employees shall have control over the manner or method by which MICRO SYSTEMS performs the services pursuant to this Agreement. The services to be provided by MICRO SYSTEMS shall include, without limitation, the following:

- a. Facilitating and coordinating the system network software and equipment throughout the PARK DISTRICT;
- b. Assisting the PARK DISTRICT with determining the cost of equipment and services related to the technology utilized or considered for use by staff;
- c. Delivering the services in a manner and method determined at the sole discretion of MICRO SYSTEMS, whether via telephone, remotely by computer or by onsite attendance;
- d. Consulting with the PARK DISTRICT about network planning, assessment, analysis, forensics, troubleshooting, and optimization;
- e. Performing network maintenance, monitoring, repair, and administration on all servers and computers;
- f. Managing onsite and offsite computer and data backup procedures according to PARK DISTRICT policy;
- g. Dealing at all times with clients, employees, volunteers, and patrons of the PARK DISTRICT in a professional and courteous manner;

- h. Being reasonably available to the PARK DISTRICT on twenty-four (24) hour or, in the event of an emergency, earlier notice as needed, including after hours and weekends;
- i. Exercising appropriate good judgment in dealing with PARK DISTRICT safety matters, including without limitation, the requirements referred to in Section 7; and
- j. Advising and assisting the Park District's Director of Human Resources with procuring price information and quotations for purchases acceptable to the PARK DISTRICT for additional equipment it may need.

**2. TIMING OF PERFORMANCE OF SERVICES.** MICRO SYSTEMS shall perform the professional services identified herein upon request in order to assure completion and operation of all events at the PARK DISTRICT in a professional manner. Such services may include working days and hours beyond a normal, recognized workweek. MICRO SYSTEMS shall be available to work according to the terms hereof on weekends, evenings, and holidays, as reasonably needed.

**3. CONTROL OF WORK.** MICRO SYSTEMS shall at all times have sole control over the manner, means, and methods of completing the work and services required and performed pursuant to this Agreement according to its independent judgment; provided that, the conduct of such work and services shall not be contrary to this Agreement, policies and procedures of PARK DISTRICT. Furthermore, MICRO SYSTEMS shall be solely responsible for the direction of its employees or agents. MICRO SYSTEMS acknowledges that it will devote sufficient time and effort as is necessary to perform the terms of this Agreement in a good, workmanlike, and professional manner in order to complete the tasks assigned in a timely manner.

**4. COMPENSATION.** As consideration for the services rendered by MICRO SYSTEMS pursuant to this Agreement, PARK DISTRICT shall pay MICRO SYSTEMS the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per month commencing **May 1, 2018**. The PARK DISTRICT shall not undertake any withholdings for taxes, social security benefits or any other obligations of any kind or character whatsoever, as the relationship between the Parties is one of independent contractors. MICRO SYSTEMS shall be responsible for all withholdings and reporting of wages and income to the federal and state authorities. MICRO SYSTEMS acknowledges and understands that neither it, nor any of its employees, is entitled to any compensation, benefits, or protections afforded to employees of PARK DISTRICT. MICRO SYSTEMS acknowledges that it will be responsible for paying any unemployment insurance and workers compensation insurance on behalf of any of its employees. MICRO SYSTEMS shall be solely responsible for any employees' or agents' actions in performing the work or services to be provided pursuant to the terms of this Agreement. MICRO SYSTEMS will provide PARK DISTRICT with Social Security Numbers, Federal Employer Identification Numbers, and other identifying information as needed to comply with law. PARK DISTRICT shall issue a form 1099 or other applicable documentation to MICRO SYSTEMS reflecting compensation paid pursuant to the terms of this Agreement.

**5. TERM AND TERMINATION.** The term of this Agreement shall be from **May 1, 2018** to **April 30, 2019**, subject to the following termination provision. The PARK DISTRICT or MICRO SYSTEMS may terminate this Agreement at any time upon thirty (30) days written notice without cause. If this Agreement is terminated by either party, MICRO SYSTEMS'S compensation will end and be prorated as of the termination date.

**6. DEFAULT.** In the event that either Party fails to comply with the terms of this Agreement, and cure such default within seven (7) days after written notice from the other Party, then the non-defaulting Party shall have the right to terminate this Agreement by further written notice. Any such termination shall not terminate or affect the obligations or rights to enforce the same as they may have accrued prior to such termination. The non-defaulting Party shall have the right to obtain all available remedies occurring as a result of such default, whether in law, equity or both and shall be entitled to reimbursement for its reasonable attorneys' fees and other costs incurred as a result of the default.

**7. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS.** PARK DISTRICT and MICRO SYSTEMS shall comply with all applicable federal, state, local and Park District statutes, rules, regulations, ordinances, licenses and policies regarding the performance and carrying out the terms of this Agreement.

**8. INSURANCE.** MICRO SYSTEMS shall keep in full force and effect at all times during the term of this Agreement the following insurance coverages: comprehensive general liability insurance, including contractual liability coverage, with minimum limits of not less than Five Hundred Thousand Dollars (\$ 500,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) annual aggregate; property damage insurance; full worker's compensation insurance equal to the statutory amount required; and employers' liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00). All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best & Co. and satisfactory to PARK DISTRICT in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the PARK DISTRICT no later than seven (7) days prior to the commencement date of this Agreement. All insurance coverage provided by MICRO SYSTEMS shall be primary coverage as to PARK DISTRICT. Any insurance or self-insurance maintained by PARK DISTRICT shall be in excess of MICRO SYSTEMS'S insurance and shall not contribute with it. The PARK DISTRICT, its commissioners, officers, employees, agents, and volunteers are to be covered and named as additional insured's under the general liability coverage, which shall contain no special limitation on the scope of protection afforded to' the additional insured's, and which shall contain express extensions or riders confirming such coverage. The policy and/or coverage shall also contain a contractual liability clause. Such insurance policies shall not be canceled or amended without thirty (30) days prior written notice having been given to the PARK DISTRICT. Such cancellation shall be grounds for the PARK DISTRICT to immediately cancel this Agreement.

**9. INDEMNIFICATION.** MICRO SYSTEMS shall indemnify, save, defend, and hold harmless PARK DISTRICT, including its commissioners, officers, employees, agents, and volunteers (hereinafter collectively referred to as "PARK DISTRICT") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney and paralegal fees) for which PARK DISTRICT may become obligated by reason of any accident, bodily injury or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, arising (1) as a result of MICRO SYSTEMS' failure to adhere to the terms, conditions, and representations set forth in this Agreement, or (2) MICRO SYSTEMS negligence in performing the services described in this Agreement. Notwithstanding the foregoing, MICRO SYSTEMS shall not be responsible for any liability or alleged liability that is the result of any conduct of PARK DISTRICT employees that may perform the same or similar services for the PARK DISTRICT.

**10. REPRESENTATIONS AND WARRANTIES.** MICRO SYSTEMS represents and warrants that it has the skills and knowledge necessary to perform the terms of this Agreement in a safe, proper, efficient, thorough, and satisfactory manner and understands that PARK DISTRICT is relying on such representation in contracting with it.

**11. ASSIGNMENT.** This Agreement shall not be assigned or delegated by either Party to any subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of the other Party, which shall not be unreasonably withheld. If PARK DISTRICT permits the assignment of the services provided for hereunder at any one or more times, such assignment shall not be deemed permission to assign the performance of this Agreement at any other time or times.

**12. APPLICABLE LAW AND VENUE.** The Parties agree that the laws of the State of Illinois shall govern the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

**13. SEVERABILITY.** In the event one or more of the provisions contained in this Agreement shall be determined by the Court of law having appropriate competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement and the validity, legality or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in effect.

**14. WAIVER.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall a failure to insist upon strict compliance with any right or power at any time or times be deemed a waiver or relinquishment of any such term, covenant, condition, right or power at any other time or times.

**15. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

**16. NOTICE.** All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given on the date and at the time they are sent by certified mail, return receipt requested, to the respective Party at the addresses set forth below, or at such other place address as the parties shall provide to each other in writing. In addition, any such notice shall be sent by the first class regular U.S. Mail to:

**CHAMPAIGN PARK DISTRICT**  
Attention: Joe DeLuce, Executive Director  
706 Kenwood Road  
Champaign, IL 61821

**MICRO SYSTEMS INTEGRATION, INC.**  
d/b/a MICRO SYSTEMS NTERNATIONAL, INC,  
Attention: Furat Ibrahim, President  
505 S. Neil Street #3  
Champaign, IL 61820

**17. TIME OF THE ESSENCE.** Time is of the essence of this Agreement. It shall be binding upon the personal representatives, successors and permitted assigns of the Parties hereto.

**18. ENTIRE AGREEMENT AND AMENDMENT.** This Agreement and any terms or specifications attached hereto or otherwise referred to herein constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede(s) all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection herewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties and dated after the date hereof.

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

**CHAMPAIGN PARK DISTRICT**

**MICRO SYSTEMS INTEGRATION, INC.**  
**doing business as MICRO SYSTEMS**  
**INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Craig W. Hays, President

By: \_\_\_\_\_  
Furat Ibrahim, President

Attest:

Attest:

By: \_\_\_\_\_  
Cindy Harvey, Secretary

By: \_\_\_\_\_  
Khaled Nafea, Secretary



## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** April 11, 2018

**SUBJECT:** 2018-2019 Program Guide Printing and Mail Preparation Printer Change

### Background

The Program Guide bid includes printing and mail preparation of 38,000 catalogs for three seasons including summer, fall, and winter/spring. The bid was awarded to most responsible bidder, Indiana Printing of Indiana, PA on February 14, 2018.

After printing of the Summer 2018 Program Guide, quality concerns were brought to the printer through a mailed letter. These include crooked page trims, registration issues causing a blur effect, some guides having two covers, and the center map having a green background instead of gray for easier reading.

After conversing with the representative of Indiana Printing, it was determined that although slight improvements may be possible, they could not improve to Champaign Park District standards. The representative agreed to void the contract.

### Prior Board Action

At the February 14, 2018 Regular Board meeting, the Board approved the most responsible bid from Indiana Printing of Indiana, PA.

### Budget Impact

Printing, mail preparation and postage are regular annual expenses for the Park District as allocated in the operating budget. Awarding printing services to the next responsible bidder, Woodward Printing, will amount to a total increase of \$438 for the next two issues (Fall and Winter/Spring).

### Recommended Action

Staff recommends awarding the bid for the Fall and Winter/Spring Program Guides to the next responsible bidder, Woodward Printing.

Prepared by:

Reviewed by:

Chelsea Norton  
Director of Marketing and Communications

Joe DeLuce, CPRP  
Executive Director



## REPORT TO PARK BOARD

**FROM:** Joe DeLuca, Executive Director

**DATE:** April 11, 2018

**SUBJECT:** Facility Fee Schedule

### Background

Over the years the Park Board has approved the various facility fees separately. Staff is bringing all facility fees to the Park Board for review and approval and will continue to do so each spring. The following fees highlighted in "red" are recommended for approval and all fees in "black" will remain unchanged for FY18-19.

### Facility Fee Highlights/Recommendations

#### Leonhard Recreation Center

Staff recommends removing the Leonhard Recreation Center Fitness room as the room is not rented out.

Staff recommends increasing the non-profit rate from \$20 per hour to \$22.50 per hour for the Leonhard Recreation Center ¼ gymnasium.

The Leonhard Recreation Center Group Fitness room has had very few rentals and staff would like to reduce the rental fee to hopefully increase rentals. Staff recommends reducing the rental fee from \$40 per hour to \$30 per hour and for non-profit groups from \$30 per hour to \$22.50 per hour.

The party room at the Leonard Recreation Center is the most rented space in the facility. Staff recommends increasing the rental fee for the party room from \$40 per hour to \$50 per hour and for non-profit groups from \$20 per hour to \$35 per hour to help generate some additional revenues.

The indoor playground at the Leonhard Recreation Center is part of the Birthday Party rental package. Staff recommends removing it from the list of rentals.

#### Leonhard Recreation Center Membership

Provide Leonhard Recreation Center members an option to pay their yearly memberships on a monthly basis to allow the yearly membership fees to be paid in 12 monthly payments. If a member prepays for the year, the membership rates would remain as members are currently paying. If the member chooses to pay on a monthly auto renewal process, the proposed rates are listed below. The proposed increase in cost for the monthly option is because there will be additional processing fees and credit card fees associated with the monthly option. Staff also recommend having a three month minimum for the monthly membership option.



Since they can then choose to purchase short term membership options this is another reason for the monthly cost to be more than if they commit to the full year.

#### Hayrack Ride Rental

Staff added to the list of fees the hayrack ride rental at Kaufman Park which remains at \$75 for the first hour and \$50 for each additional hour.

#### Picnic Shelters

Staff added the shelter at Morrissey Park to the list of shelters.

#### Sports Fields

The agreement with Unit 4 schools will include a working committee that will make recommendations on the rental fees for the new fields at Spalding Park. Staff recommends removing the Spalding Park field from the list.

Staff recommends increasing the rental fees for select fields as the cost to maintain and line fields continues to increase. The recommendations includes increasing the fees for Dexter Field practices from \$10 for two hours to \$15 for two hours and increasing the game rates from \$25 for two hours to \$30 for two hours. Increasing the fees for Zahnd Little League field from \$10 per two hours for practice to \$15 for two hours and increasing the game fees from \$35 for two hours to \$40 for two hours. Increasing the rental fees for Zahnd Pony field for practice from \$10 for two hours to \$15 for two hours.

#### Dodds Indoor Tennis Center

The recommendation is to increase the 18-week permanent court time Monday-Friday, 7am to 9am fees, from \$198 to \$234 and increase the weekend 18-week permanent court time fee from \$234 to \$270. The 18-week rental fees the Park District currently charge are well below the Atkins Tennis Center on campus. The Park District has not increased these fees for eight years. The Atkins Tennis Center currently charges \$408 for Monday-Friday, 7am-9am permanent court time, and the same rate for the weekend.

#### Virginia Theatre

Since completing its Phase III Restoration in 2018, the Park District has experienced increased traffic at the Virginia Theatre from commercial promoters, touring attractions, and local presenters, yet the facility continues to operate at a loss. A modest increase in rents is proposed here to help address the theatre's annual deficit.

The proposed increase comes in the form of eliminating the former range of prices (\$2,500-4,500 for commercial promoters, for example) and simplifying the structure with FLAT pricing and fewer categories—the former Government Rate has been absorbed into the Not-For-Profit category. These changes will result in higher average rents being paid at the Virginia, although those rates will still fall within the old ranges. This allows the Park District to implement a modest increase in actual rents paid while staying within industry averages and keeping abreast of what the market will bear in Champaign County.

**Champaign Park District  
Facility and Park Fee Schedule  
May 1, 2018 to April 30, 2019**

**Recommended changes in "red"**

<b>Current Fees Facility</b>	<b>Current/Proposed Fees CPD Residents</b>	<b>Current/Proposed Fees Non-Profits</b>
Bresnan Center	\$45 per hour	\$35 per hour
Douglass Annex	\$45 per hour	\$35 per hour
Douglass Annex Kitchen	\$40 + room rental	\$30 + room rental
Douglass Library	\$45 per hour	\$35 per hour
Douglass Library Kitchen	\$35 + room rental	\$30 + room rental
Douglass Gymnasium	\$60 per hour	\$45 per hour (\$30 ½ gym)
Hays Center	\$45 per hour	\$35 per hour
Hays Center Kitchen	\$30 + room rental	\$25 + room rental
Kaufman Lake Boathouse	\$40 per hour	\$30 per hour
Kaufman Lake Fire Ring	\$45 flat rate	\$35 flat rate
Spalding Recreation Center	\$45 per hour	\$35 per hour
Springer Cultural Center	\$45 per hour	\$35 per hour
Springer Cultural Center	\$30 per add room	\$25 per add room
Springer Cultural Kitchen	\$40 + room rental	\$35 + room rental
Leonhard Activity Room	\$50 per hour	\$40 per hour
<del>Leonhard Fitness Room</del>	<del>\$50 per hour</del>	<del>\$40 per hour</del>
Leonhard Gymnasium	\$120 per hour full gym	\$90 per hour full gym
Leonhard Gymnasium	\$60 per hour half gym	\$45 per hour half gym
Leonhard Gymnasium	\$30 per hour ¼ gym	<del>\$20 per hour ¼ gym</del> <b>\$22.50 per hour</b>
Leonhard Group Fitness	<del>\$40 per hour</del> <b>\$30 per hour</b>	<del>\$30 per hour</del> <b>\$22.50 per hour</b>
Leonhard Party Room	<del>\$40 per hour</del> <b>\$50 per hour</b>	<del>\$20 per hour</del> <b>\$35 per hour</b>
<del>LRC Indoor Playground</del>	<del>\$60 per hour</del>	<del>\$45 per hour</del>
<b>Hayrack Ride Rental</b>	<b>\$75 for the first hour and \$50 for each additional hour</b>	
<b>Trolley Ride Rental</b>	<b>\$100 for the first hour and \$75 for each additional hour</b>	

All rentals have a two hour minimum + \$100 damage deposit.

Non-profit organizations with a 501(c)(3) status only designation will qualify for defined rates below. Those organizations are, but not limited to: Boys & Girls Club, Scouts, DSC, Family Service, Mental Health, NAACP, United Way Agencies, and the Urban League. A \$100 damage deposit is required for all rentals by non-profit organizations.

Governmental Agencies are provided free use of facilities when no staff is required to be on site. Agencies included: City of Champaign, Unit 4 Schools, CU Public Health, Champaign Public Library, MTD, and the CU Sanitary District, etc. Governmental agencies must provide a \$100 damage deposit on all rentals and may be charged additional fees depending on their requests. **University of Illinois is not subject to a damage deposit nor prepayment.**

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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.**

Facility	Current Fees	Current Fees
	CPD Residents	Non-Profits
West Side Park Gazebo	\$25 per hour	\$20 per hour
Hessel Pavilion	<del>\$25 per hour</del> \$30.00	<del>\$20 per hour</del> \$25.00
Centennial Pavilion	<del>\$25 per hour</del> \$30.00	<del>\$20 per hour</del> \$25.00
Douglass Pavilion	\$25 per hour	\$20 per hour
Porter Park Shelter	\$25 per hour	\$20 per hour
Hessel Small Shelters	First come first serve or \$20 reservation fee	
Toalson Shelter	First come first serve or \$20 reservation fee	
Sunset Ridge Park Shelter	First come first serve or \$20 reservation fee	
Zahnd Park Shelter	First come first serve or \$20 reservation fee	
Powell Park Shelter	First come first serve or \$20 reservation fee	
Scott Park Shelter	First come first serve or \$20 reservation fee	
Turnberry Ridge Shelter	First come first serve or \$20 reservation fee	
Spalding Park Shelter	First come first serve or \$20 reservation fee	
Mullikin Park Shelter	First come first serve or \$20 reservation fee	
Millage Park Shelter	First come first serve or \$20 reservation fee	
Mattis Park Shelters	First come first serve or \$20 reservation fee	
<b>Morrissey Park Shelter</b>	<b>First come first serve or \$20 reservation fee</b>	

- If an individual would like to make sure they have a smaller shelter in our parks they can pay a \$20 reservation fee or take a chance on a first come first serve opportunity. If they pay the \$20 reservation fee, they will receive a written permit with the day and time they have the shelter reserved. Staff would do no extra work on these shelters, as the idea is to give patrons the option to reserve a shelter or try to get it for free on a first come, first serve basis.
- Shelters are rented in four hour increments.
- Non-Resident Rates: 50% more than the resident rate.
- Urbana Residents are considered CPD Residents.
- Site Supervisor is included in the rental for any indoor facility.

### Portable Potty-House Unit Fees

Acquiring portable potty-houses are the sole responsibility of permit holder and/or renter.

### Indoor Facilities Holiday Fees

Double the costs of normal rates listed above; requires that staff are available. Holidays include New Year's Eve, New Year's Day, MLK Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve and Christmas Day. Other days/dates that are deemed Holidays by the CPD will apply.

### Special Event Fees

Up to 25 persons per day	No Fee
Up to 200 persons per day	\$100
Up to 400 persons per day	\$200
Up to 800 persons per day	\$400
Over 1000 persons per day	\$500

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Additional fees may be assessed for very large events to cover various logistics and Park District costs.

Staff costs will be charged to hold a special event in any Champaign Park District facility or park to individuals and groups charging fees to produce revenues (concert, fundraiser, charity events, etc.).

Tent Permit Fee - \$25 per tent per day

Groups and individuals must have a permit to erect a tent. Location of tent and/or tents must be approved by Director of Operations or Maintenance Supervisor.

**Showmobile Fees**

\$200 refundable deposit to reserve

\$500 for profit rate or \$350 non-profit rate (flat fee)

\$60/hr for staffing (this starts the moment the stage arrives on site until it is pulled off site)

Additional charges may be added if they need additional equipment.

\$350/day for large generator

\$25/day for small generator

\$25/day for sound equipment

**Sports Fields Fees**

Field Name	Practice Rate	Game Rate	Supervisor	Lights
Dexter	<del>\$10/2hr</del> \$15/2hr	<del>\$25/2hr</del> \$30/2hr	\$10/hr	\$10/hr
Dodds 3-Plex	\$45/2hr	\$80/2hr	\$10/hr	\$10/hr
Dodds 4-Plex	\$45/2hr	\$80/2hr	\$10/hr	\$10/hr
<del>Spalding</del>	<del>\$10/2hr</del>	<del>\$25/2hr</del>	<del>N/A</del>	<del>N/A</del>
Zahnd Little League	<del>\$10/2hr</del> \$15/2hr	<del>\$35/2hr</del> \$40/2hr	\$10/hr	\$10/hr
Zahnd Pony	<del>\$10/2hr</del> \$15/2hr	\$50/2hr	\$10/hr	\$10/hr
Seaman	\$35/2hr	\$70/2hr	N/A	N/A
Dodds Soccer	\$35/2hr	\$70/2hr	\$10/hr	N/A

Tournament fees are provided per request or contractual agreements may have different fees per the agreement.

**Dodds Tennis Center Fees**

Memberships

Individual (Ages 18-54)	R/\$50 NR/\$75
Family (2-4 members)	R/\$80 NR/\$120
Each additional family member	R/\$10 NR/\$15
Senior (Ages 55+)	R/\$30 NR/\$45
Full-time Students	R/\$30 NR/\$45

Rental fee for all the courts/tennis facility                      \$100 per hour

Permanent Court Time

M-F	18-week fee
7-9a	<del>\$198</del> <b>\$234</b>
9a-5:30p	\$306
5:30-10p	\$342

Weekends	18-week fee
All times	<del>\$234</del> <b>\$270</b>

Random Court Time

Time: M-F, 7a-5:30p, Member fee: \$17/hour    Guest fee: \$19/hour  
 Time: M-F, 5:30-10p, Member fee: \$19/hour    Guest fee: \$23/hour  
 Time: Sa-Su, All day, Member fee: \$17/hour    Guest fee: \$19/hour

**Sholem Aquatic Center Fees**

<u>Daily Admission Fees</u>	<u>(R/NR)</u>
Individual	\$6/\$9
3 & under	Free
Twilight Rate	\$4/\$6
Friday Rate	\$4/\$6
5 Punch Card	\$25/\$40
10 Punch Card	\$50/\$80

Season Pool Pass

	Sale Price	Regular
	<u>Valid through 4/30/18</u>	<u>Fee (R/NR)</u>
Individuals	\$80/\$120	\$90/\$135
Family of 2-3	\$150/\$225	\$175/\$262.50
Family of 4	\$180/\$270	\$205/\$307.50
Family of 5	\$210/\$315	\$235/\$352.50
Add family members	\$30/\$45	\$30/\$45
Senior (Ages 55+)	\$60/\$90	\$70/\$105
Replacement Fob	\$5/\$5	\$5/\$5

50% off all pool passes on or after 7/16/18

After-Hours Rentals at Sholem Aquatic Center

- "Ultimate Beach Party" (full-facility rental). Fee (R/NR): \$365/\$550 per hour
  - "Surf's Up!" (limited to the river and the three slides). Fee (R/NR): \$230/\$345 per hour
  - "Summer Nights" (limited to the main pool and lap lanes). Fee (R/NR): \$195/\$295 per hour
- Each has a minimum two hour rental.

## Leonhard Recreation Center Fees

### Annual membership rates

Non-walking infants are free

Individual (R/NR)	\$80/\$120
Family of 2 or 3 (R/NR)	\$160/\$240
Each additional family member after 3 (R/NR)	\$30/\$45
Senior Age 55+ (R/NR)	\$60/\$90
Card Fee (R/NR)	\$5 per family member

Applies to the first time a Leonhard membership is purchased or any time a card is replaced.

### Monthly Option for LRC Memberships

MEMBERSHIP TYPE	R	NR	Annual cost comparison for Residents
Individual	\$8	\$12	\$96 vs. \$80
Family of 2-3	\$16	\$24	\$192 vs. \$160
Additional Family Member	\$3	\$4.5	\$36 vs. \$30
Senior	\$6	\$9	\$72 vs. \$60

### Daily Admission Fee

For those without a membership, there is a \$5/\$10 (R/NR) Daily Admission Fee. The daily admission fee includes the use of the indoor playground, walking track, open gym, and weight room.

### Supervised Play Time

Date	Day	Time
5/1-9/13*	Tu/W/Th	5:30-8:30p

\*Not available on major holidays

Fee (R/NR): Free with membership; \$5 non-member

### Tree Fees

A donation of \$250 to the Champaign Parks Foundation, covers the cost of the tree, the installation by staff, and the maintenance of the tree for the duration of its life.

An additional donation of \$200 will purchase a 9 x 5 cast bronze plaque to personalize the tree in the park.

### Eddie Albert Garden Plots Fees

Date	Location	Plot Size	Fee (R/NR)
4/2-10/28	Dodds Park	20' x 20' plot	\$30/\$45
4/2-10/28	Dodds Park	20' x 30' plot	\$40/\$60
1/1-12/31	Dodds Park	20' x 20' plot	\$40/\$60

### Dog Park Fees

Membership is for one calendar year (January 1 to December 31).

Fees are not pro-rated, with exception to midseason discount.

One Dog (Resident): \$38

One Dog (Non-resident): \$57

Each Additional Dog: \$6

Replacement Tag: \$10

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August 1 - November 30 memberships are discounted half price.

## **Virginia Theatre Fees**

### Base Rent

All rates are daily and vary by usage (e.g., day of the week and length/scope of engagement).

Rents are FLAT and include utilities, cleaning, concession service, merchandise service, front of-house staff and volunteers.

Public Events Commercial Rate	\$2,500.00 - \$4,500.00
Not-for-Profit Rate	\$1,500.00 - \$2,500.00
Government Rate	\$1,000.00 - \$1,500.00

### Private Events

Meetings, 25 or less attending FREE (single lobby, without catering or drink service)

Meetings, 25-75 attending \$50.00 - \$150.00 (single lobby use)

Meetings in auditorium \$150.00 - \$1,000.00 (based on attendance, incl. lobby use)

Photo shoots (up to 2 hours) \$50.00 - \$150.00

Private party/reception, East Lobby \$250.00

Private party/reception, Mezzanine Lobby \$300.00

Private party/reception, all Front-of-House \$500.00 - \$1,000.00 (stage/auditorium not included)

Private party, Stage \$750.00 - \$1,000.00

Private screening (does not include film rights) \$750.00 - \$1,000.00 (for parties of 100 or less, no public promotion or ticketing allowed)

### Box Office Expenses

Ticket Office Fee: \$750.00 FLAT

Credit Card Fee: 4% Commission, all credit card sales

### Facility Fees

\$2.00 per Paid Admission (\$1.00 Restoration Fee plus \$1.00 Seat Advisor Box Office Fee)

### Merchandising Fee

20% of gross sales (25% if venue provides seller); 10% of gross sales of all digital media and books

### Marketing Fee

\$100 Flat (website listing and eBlast marketing)

## Virginia Theatre Rental Rates

### Public Events:

Touring Commercial Attractions	\$3,950.00 FLAT
Local Commercial Attractions	\$2,950.00 FLAT
Not-for-Profit Events*	\$1,950.00 FLAT

### Private Events:

Meetings, 30 or fewer attending	\$50.00 (2 hour max, single lobby use, no outside catering or drink service allowed)
Meetings, 31-100 attending	\$75.00 (4 hour max, single lobby use)
Meetings in auditorium	\$1,500.00 (includes lobby use)
Photo Shoots	\$75.00 (2 hour max)
Private Party/Reception, East Lobby	\$250.00 (4 hour max, single lobby use)
Private Party/Reception, Mezzanine Lobby	\$300.00 (4 hour max, single lobby use)
Private Party/Reception, Front-of-House	\$1,000.00 (4 hour max, auditorium not included)
Private party, Stage	\$1,500.00 (includes lobby use)
Private Screening (film rights not included)	\$1,000.00 (parties of 100 or fewer, no public promotion or ticketing allowed)

**Marketing Fee:** \$250 FLAT (brochure, website listing, social media & eBlast marketing)

\*Note that touring attractions booked into the Virginia Theatre by 501(c)3 non-profits will be billed at the Touring Commercial Attraction rate.

## Resident/Non Resident Fees

Residents living within the boundaries of the Park District regularly support park facilities and programs through property taxes. People living within the Champaign and Urbana Park District boundaries pay the "resident (R)" fee. Persons residing outside these districts will pay 50% more than the resident rates – "non-resident (NR)". Fees charged for programs are used to offset part of the costs for special instructors, facility costs and program supplies.

Non-resident fees at 50% for all programs over \$100. Any program costing over \$100 would have a maximum non-resident fee of \$50.

## Program Fees

Program fees and concession fees are based on the Park District's Revenue Policy. All programs and concession fees must be approved by the Executive Director.