



**CHAMPAIGN
PARK DISTRICT**

PUBLIC HEARING FOLLOWED BY A SPECIAL MEETING

**Bresnan Meeting Center
706 Kenwood Road, Champaign, Illinois
Wednesday, July 24, 2019
5:30 p.m.**

PUBLIC HEARING

A. ORDINANCE NO. 630, BUDGET AND APPROPRIATION ORDINANCE

The Public Hearing is to discuss and receive public comments on the Budget and Appropriation Ordinance for FY19-20. A Notice of Public Hearing was published in *The News-Gazette* on July 16, 2019.

B. PUBLIC COMMENTS

C. CLOSE THE PUBLIC HEARING

SPECIAL MEETING

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC

C. NEW BUSINESS

1. Approval of Ordinance No. 636: Budget and Appropriation Ordinance
Staff recommends adoption of Ordinance No. 636, the Budget and Appropriation Ordinance for FY20 in the amount of \$28,932,155. **(Roll Call Vote)**
2. Approval of Bid for Janitorial Services at the Dodds Tennis Center
With two of the three bids being non-responsive due to being incomplete, staff recommends rejecting all bids and re-bidding the Dodds Tennis Center Janitorial Service.
3. Approval of a Resolution to Commit Cash Proceeds Received in Land Sale to Land Acquisition Fund
Staff recommends approval of a resolution to commit \$74,723.39 from the sale of Lot 173 at the Trails of Abbey Fields as of the date of this resolution or before April 20, 2020 into the Land Acquisition Fund for the future purchase of land within the Park District.
4. Approval of an Ordinance Declaring Personal Property as Surplus
Staff recommends that the Board adopt Ordinance No.639, an ordinance providing for the disposal of personal property owned by the Champaign Park District of Champaign County, which will allow for the disposal of 1,300 cubic yards of topsoil stockpiled at Toalson Park.
5. Approval of Apply for an Open Space Land Acquisition and Development (OSLAD) Grant for Spalding Park
Staff recommends approval to proceed with \$350,500 OSLAD grant as shown in attachment 1, and authorization and signature of *Grant Program Resolution of Authorization* due to IDNR by August 19, 2019.

6. Approval of an Addendum to the Internet Ticketing Services Agreement with SeatAdvisor, Inc.
Staff recommends approval of the Addendum to the Internet Ticketing Services Agreement with SeatAdvisor, Inc. to provide ticketing for the Virginia Theatre and other Park District events for a three-year period, effective August 14, 2019 through August 15, 2022, and authorization for the Executive Director to execute the agreement.

7. Approval of an Agreement between the Champaign Park District and I.A.T.S.E. Local 482
Staff recommends approval of the agreement between the Park District and Local #482 of the International Alliance of Theatrical State Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada for a three year term, effective August 1, 2019 through July 22, 2022, and authorization for the Executive Director to execute the agreement.

D. DISCUSSION ITEMS

1. Champaign-Urbana Special Recreation Preliminary Space Study Options

E. COMMENTS FROM COMMISSIONERS

F. EXECUTIVE SESSION

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

G. RETURN TO REGULAR MEETING

H. ADJOURN



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: July 18, 2019

SUBJECT: Approval of Ordinance No. 636 Budget and Appropriation Ordinance for FYE2020

Background

Annually the Champaign Park District Board of Commissioners must adopt a Budget and Appropriation Ordinance. The proposed budget was presented to the Board on June 12, 2019 along with the proposed budget and appropriation ordinance in the amount of \$26,483,696. Since then, Staff for the Virginia Theatre (VT) were directed to reduce their expenditures, which are noted below. Furthermore it was noted that the capital projects approved in March 2019 had not all been transferred into the budget software for the preliminary report and have since been added.

Revenue increased \$161,886 from the proposed budget draft as noted:

- \$6,000 for Carle at the Fields one-time receipt per agreement
- \$74,723 for net proceeds on sale of land
- \$74,723 for transfer of funds into the land acquisition fund – which is offset by a transfer out in the expenditures.
- \$6,440 increase to rental income for VT based on rentals booked and amount received to date.

Expenditures increased \$358,336 from proposed budget draft as noted:

Fund 01 – decreased \$46,417

- Salaries and Wages increased \$583 to match % increase given to Executive Director net of accruals at year-end.
- Routine/Periodic Maintenance decreased \$47,000 as amount was included in Fund 16 under capital improvements for basketball court replacement carried over from FYE2019.

Fund 03 – decreased \$63,920

- Salaries and Wages decreased line item #82603 for VT Rental Staff by \$1,110
- Contractual line item #54202 increased \$690 to cover printing of print programs required under the various VT artists agreements.
- Contractual line item #54242 equipment repair reduced \$25.
- Contractual line item #54250 equipment rental decreased \$4,530 for the VT as prior year was much higher than usual due to a specific performance brought in.
- Contractual line item #54255 reduced \$45 for actual number of alcohol permits per confirmed program.
- Contractual line item #54285 contractual entertainment decreased \$50,000 for the VT as prior year was much higher than usual due to a specific performance brought in.
- Contractual line item #59414 credit card fees reduced \$5,020 for the VT concessions.
- Commodities line item #55350 reduced \$2,410 for the Virginia Theatre as prior year included purchase of special reels for the 35mm projectors in FYE2019.
- Commodities line item #55354 reduced \$1,470.

Fund 16 – increased \$164,673

- Capital outlay increased \$89,950 to match budget amount for Heritage Park. Originally only included the original construction contract.
- Transfers to other funds increased \$74,723 to include the proceeds from land sale that occurred in July 2019. Same increase was added to revenues in fund 24 land acquisition.

Fund 22 – increased \$109,000

- Capital outlay increased \$75,000 to match budget amount for vehicle purchases from the capital improvement plan approved March 2019.
- Debt service interest increased \$34,000 to include all interest expenditures, originally only included part of the debt payments.

Fund 26 – increased \$195,000

- Capital outlay increased \$195,000 to match budget amount for trails/pathways from the capital improvement plan approved March 2019. Originally only included the carryover of Noel Park Pathway in the budgeted amount.

The overall net budget deficit increased \$196,450 from the proposed budget.

Prior Board Action

June 12, 2019 Budget for FYE2019 was presented.

Budget Impact

The proposed budget and appropriations Ordinance No. 636 for fiscal year beginning May 1, 2019 and ending April 30, 2020 for the Champaign Park District sets total budgeted expenditures/transfers in the amount of \$26,842,032, and the legal appropriation as \$28,932,155.

Recommended Action

Staff recommends the Board approve Ordinance No. 636 Budget and Appropriation Ordinance for fiscal year beginning May 1, 2019 and ending April 30, 2020 and file with the Champaign County Clerk's office.

Prepared by:

Andrea N. Wallace
Director of Finance

Reviewed by:

Joe DeLuce, CPRP
Executive Director

Fund Balance Summary

	Projected Balance 5/1/19	Budgeted Revenues	Budgeted Expenses	Net Transfers (To) From	Projected Balance 4/30/19	120-Day Reserve Amount	Excess Funds over the 120-Day Reserve	Fund Balance as a % of Operating Expenditures
<u>Operating Funds</u>								
General	6,600,554	6,387,235	4,438,673	(2,650,000)	5,899,116	1,459,290	4,439,826	83.2%
Recreation	3,557,186	4,349,351	3,291,200	(400,000)	4,215,337	1,082,038	3,133,299	114.2%
Museum	2,857,100	3,031,345	2,413,833	(280,000)	3,194,612	793,589	2,401,023	118.6%
Special Recreation	1,898,366	1,152,481	1,761,932	-	1,288,915			129.2%
Total Operating Funds	14,913,206	14,920,412	11,905,638	(3,330,000)	14,597,980	3,334,917	9,974,148	100.9%
<u>Other Tax Funds</u>								
Liability Insurance	424,577	346,746	392,774	-	378,549			96.4%
IMRF	270,369	317,500	294,000	-	293,869			100.0%
Social Security	149,022	350,700	417,150	-	82,572			19.8%
Audit	12,039	22,380	24,300	-	10,119			41.6%
Police	62,225	24,600	18,540	-	68,285			368.3%
Total Other Tax Funds	918,232	1,061,926	1,146,764	-	833,394	-	-	72.7%
<u>Capital Funds</u>								
Bond Amortization	9,623	1,167,900	-	(1,167,900)	9,623			
Bond Proceeds	305,878	29,700	1,116,630	1,167,900	386,848			
Paving and Lighting	163,665	90,000	88,000	-	165,665			
Capital Improvements	2,639,397	1,379,213	6,071,269	2,805,277	752,618			
Land Acquisition Fund	785,870	14,300	-	174,723	974,893			
Park Development	907,601	18,900	415,500	100,000	611,001			
Trails and Pathways	307,485	4,800	248,500	100,000	163,785			
Martens Center	2,142,001	1,041,664	1,191,664	150,000	2,142,001			
Total Capital Funds	7,261,520	3,746,477	9,131,563	3,330,000	5,206,434			
<u>Other Funds</u>								
Special Donations	135,684	65,400	65,400	-	135,684			
Activity	2,416	9,429	20,044	-	(8,199)			
Working Cash	250,000	-	-	-	250,000			
Total Other Funds	388,100	74,829	85,444	-	377,485			
Total All Funds	23,481,058	19,803,644	22,269,409	-	21,015,293	3,334,917	9,974,148	

The District's goal is to maintain a 120-day reserve balance for operating expenses (all noncapital expenditures) in the three main funds. That goal has been met.

ORDINANCE #636

**BUDGET AND APPROPRIATION ORDINANCE
For Fiscal Year 2020**

**AN ORDINANCE ADOPTING THE COMBINED
ANNUAL BUDGET AND APPROPRIATION OF
FUNDS FOR THE CHAMPAIGN PARK DISTRICT
CHAMPAIGN COUNTY, ILLINOIS
FOR THE FISCAL YEAR BEGINNING ON THE
FIRST (1ST) DAY OF MAY 2019, AND ENDING ON
THE THIRTIETH DAY (30TH) OF APRIL 2020**

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

SECTION 1. It is hereby found and determined:

- (a) This Board has heretofore caused to be prepared a combined Annual Budget and Appropriation in tentative form, which Ordinance will be conveniently available for public inspection for at least 30 days prior to final action thereon; and
- (b) A public hearing will be held at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, on the 24th day of July 2019 on said Ordinance, notice of said hearing having been given by publication in the Champaign News Gazette, being a newspaper published within the District, at least one week prior to such hearing; and
- (c) That all other legal requirements for the adoption of the Annual Budget and Appropriation of this Park District for the fiscal year beginning May 1, 2019 and ending April 30, 2020 have heretofore been performed.

SECTION 2. The following sums of money, or so much thereof as may be authorized by law for the following objects and purposes, be and the same are hereby budgeted and appropriated for the fiscal year beginning the first (1st) day of May 2019 and ending the thirtieth (30th) day of April 2020.

Each of said sums of money and the aggregate thereof are deemed necessary by this Board to defray the necessary expenses and liabilities of this District during the fiscal year beginning May 1, 2019 and ending April 30, 2020 for the respective purposes set forth.

All unexpended balances of the appropriations for the fiscal year ended April 30, 2019 and prior years are hereby specifically re-appropriated for the same general purposes for which they were originally made and may be expended in making up any insufficiency of any other items provided in this appropriation ordinance, in making this appropriation in accordance with applicable law.

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

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

- (a) An estimate of the cash on hand at the beginning of the fiscal year is expected to be \$23,481,058.
- (b) An estimate of the cash expected to be received during the fiscal from all sources is \$24,376,267.
- (c) An estimate of the expenditures and transfers contemplated for the fiscal year is \$26,842,032.
- (d) An estimate of the cash expected to be on hand at the end of the fiscal year is \$21,015,293.

(e) An estimate of the amount of taxes to be received during the fiscal year is \$12,980,193.

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

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

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

PASSED this 24th day of July, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

[SEAL]

CHAMPAIGN PARK DISTRICT

By _____
Craig W. Hays, Board President

ATTEST:

Cindy Harvey, Board Secretary

Champaign Park District
Ordinance No. 636
Budget & Appropriations Totals by Fund
May 1, 2019 through April 30, 2020

FUND	DESCRIPTION	2019-20	
		FINAL BUDGET	APPROPRIATIONS
01	General	\$7,088,673	\$7,477,790
02	Recreation	3,691,200	3,941,230
03	Museum	2,693,833	2,871,010
04	Liability Insurance	392,774	419,730
06	IMRF Fund	294,000	320,460
08	Audit Fund	24,300	24,543
09	Paving And Lighting Fund	88,000	90,900
11	Activity And Affiliates Fund	20,044	21,430
12	Special Donations Fund	65,400	70,510
14	Social Security Fund	417,150	458,870
15	Special Recreation Fund	1,761,932	1,832,312
16	Capital Improvements Fund	6,145,992	6,451,780
19	Police Protection	18,540	20,000
21	Bond Amortization Fund	1,167,900	1,191,260
22	Bond Proceeds Fund	1,116,630	1,143,460
24	Land Acquisition Fund	0	650,000
25	Park Development Fund	415,500	423,810
26	Trails and Pathways Fund	248,500	252,230
27	Martens Center	1,191,664	1,270,830
APPROPRIATIONS - ALL FUNDS		\$26,842,032	\$28,932,155

Ordinance No. 636
Budget & Appropriations Detail by Fund
May 1, 2019 through April 30, 2020

ACCOUNT DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
Fund 01 - GENERAL		
SALARIES AND WAGES		
70001 Executive Director	138,500	141,300
70101 Department Head	474,608	484,100
70301 Office Staff/Support	343,060	349,900
70501 Managers/Supervisors	316,108	322,400
70601 Operations Staff	852,055	869,100
70901 Building Service Worker	31,635	32,300
71001 Program/Facility Dir.	48,626	49,600
80303 Pt Office Staff/Support	33,482	36,830
80903 Pt Building Service Worker	782	860
82703 Pt Seasonal Staff	248,103	272,910
SALARIES AND WAGES	2,486,959	2,559,300
FRINGE BENEFITS		
53132 Dental Insurance	10,621	11,470
53133 Medical Health Insurance	309,550	334,310
53134 Life Insurance	7,600	8,210
53137 Employee Assistance Program	1,586	1,710
83003 Allowances/Reimbursements	42,555	45,960
FRINGE BENEFITS	371,912	401,660
CONTRACTUAL		
54201 Postage And Mailing	4,127	4,500
54202 Printing And Duplicating	9,436	10,200
54204 Staff Meetings	1,183	1,300
54205 Legal Publications/Notices	7,089	7,700
54206 Advertising/Publicity	27,920	30,200
54207 Staff Training	13,998	15,100
54208 Memberships, Dues And Fees	19,420	21,000
54209 Conference And Travel	22,232	24,000
54210 Board Expense	7,600	8,200
54212 Attorney Fees	166,860	183,500
54214 Architect And Engineering Fees	25,310	27,800
54215 Professional Fees	124,582	134,500
54234 Landfill Fees	32,332	35,600
54236 Auto Allowance	310	330
54241 Vehicle Repair	11,554	12,500
54242 Equipment Repair	5,361	5,800
54245 Building Repair	8,472	9,100
54250 Equipment Rental	8,602	9,300
54253 Pest Control	864	900
54254 Service Contracts	56,299	60,800
54255 License And Fees	19,931	21,500
54260 Service Contracts - Facilities	11,542	12,500

Ordinance No. 636
 Budget & Appropriations Detail by Fund
 May 1, 2019 through April 30, 2020

ACCOUNT	DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
54261	Service Contracts-Grounds	40,758	44,000
54263	Contractual Mowing	171,277	185,000
54264	Cell Phone Expense	7,313	7,900
54265	Subscriptions	864	900
54270	Personnel Costs	25,090	27,100
54280	Health And Wellness	4,500	4,900
54281	Other Contractual Services	22,600	24,400
54282	Park And Recreation Excellence	2,300	2,500
59412	Property/Sales Tax	294	300
59414	Credit Card Fees	620	700
CONTRACTUAL		860,640	934,030
COMMODITIES/SUPPLIES			
55301	Office Supplies	11,021	11,900
55302	Envelopes And Stationary	2,270	2,500
55303	Duplicating Supplies	1,850	2,000
55304	Checks And Bank Supplies	1,340	1,400
55305	Photographic Supplies	278	300
55307	Books And Manuscripts	456	500
55308	First Aid/Medical Supplies	4,635	5,000
55309	Safety Supplies	7,416	8,000
55315	Staff Uniforms	18,063	19,500
55316	Participant Uniforms	2,572	2,800
55320	Building Maintenance Supplies	19,121	20,700
55321	Landscape Supplies	23,085	24,900
55322	Cleaning /Janitorial Supplies	8,011	8,700
55323	Playground Maintenance Supplies	6,020	6,500
55324	Prescribed Burn Supplies	766	800
55325	Equipment And Tools	20,119	21,700
55326	Shop Equipment And Supplies	7,416	8,000
55327	Vehicle/Equipment Repair Parts	27,334	29,500
55328	Amenity Maintenance Supplies	7,048	7,600
55329	Office/ Equipment Value <\$10000	10,100	10,900
55330	Gas,Fuel,Grease And Oil	52,449	56,600
55331	Chemicals	15,812	17,100
55332	Paints	788	900
55333	Plant Materials	124,040	134,000
55348	Flowers And Cards	309	300
55349	Plaques, Awards And Prizes	3,692	4,000
55350	Recreation/Program Supplies	4,195	4,500
55352	Fish Restocking	2,060	2,200
55354	Food Supplies	2,684	2,900
COMMODITIES/SUPPLIES		384,950	415,700

Ordinance No. 636
Budget & Appropriations Detail by Fund
May 1, 2019 through April 30, 2020

ACCOUNT	DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
UTILITIES			
56230	Sanitary Fees And Charges	12,919	14,500
56231	Gas And Electricity	46,871	53,900
56232	Water	57,576	66,200
56233	Telecomm Expense	38,346	41,400
UTILITIES		155,712	176,000
ROUTINE/PERIODIC MAINTENANCE			
58001	Periodic Maintenance	15,500	15,800
58002	Routine Maintenance	163,000	166,300
ROUTINE/PERIODIC MAINTENANCE		178,500	182,100
TRANSFERS TO OTHER FUNDS			
59409	Transfers To Other Funds	2,650,000	2,809,000
TRANSFERS TO OTHER FUNDS		2,650,000	2,809,000
APPROPRIATIONS - FUND 01		7,088,673	7,477,790

Fund 02 - RECREATION

SALARIES AND WAGES

70101	Department Head	44,580	45,500
70301	Office Staff/Support	130,270	132,900
70501	Managers/Supervisors	194,410	198,300
70601	Operations Staff	69,093	70,500
70901	Custodial	43,890	44,800
71001	Program/Facility Dir.	318,773	325,100
80303	Pt Office Staff/Support	116,720	119,100
80903	Pt Custodial	40,780	44,900
81003	Pt Program Director/Supervisor	79,780	87,800
81103	Pt Sports Officail	25,115	27,600
81303	Pt Assistant Director/Supervisor	103,860	114,200
81403	Pt Instructor	157,600	173,400
81503	Pt General Staff	100,880	111,000
81703	Pt Day Camp Staff/Life Guard	412,790	454,100
81803	Pt Site Supervisor	31,690	34,900
81903	Pt Building/Park Openers	5,220	5,700
82703	Pt Seasonal Staff	39,320	43,300
SALARIES AND WAGES		1,914,771	2,033,100

FRINGE BENEFITS

53132	Dental Insurance	5,460	5,900
53133	Medical Health Insurance	124,220	134,160
53134	Life Insurance	2,450	2,650

Ordinance No. 636
 Budget & Appropriations Detail by Fund
 May 1, 2019 through April 30, 2020

ACCOUNT	DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
53137	Employee Assistance Program	640	690
83003	Allowances/Reimbursements	13,550	14,630
	FRINGE BENEFITS	146,320	158,030
CONTRACTUAL			
54201	Postage And Mailing	19,310	20,900
54202	Printing And Duplicating	39,810	43,000
54204	Staff Meetings	380	400
54205	Legal Publications/Notices	360	400
54206	Advertising/Publicity	7,490	8,100
54207	Staff Training	17,870	19,300
54208	Memberships, Dues And Fees	13,480	14,600
54209	Conference And Travel	9,030	9,800
54215	Professional Fees	2,580	2,800
54234	Landfill Fees	1,590	1,700
54236	Auto Allowance	550	600
54241	Vehicle Repair	8,930	9,600
54242	Equipment Repair	25,570	27,600
54245	Building Repair	32,750	35,400
54250	Equipment Rental	3,400	3,700
54251	Rental Facilities	3,810	4,100
54253	Pest Control	3,380	3,700
54254	Service Contracts	9,830	10,600
54255	License And Fees	870	900
54260	Service Contracts-Facilities	40,424	43,700
54261	Service Contracts-Grounds	5,150	5,600
54264	Cell Phone Expense	2,410	2,600
54265	Subscriptions	1,420	1,500
54280	Other Contractual Services	7,430	8,000
54281	Contractual Personnel	50,740	54,800
54285	Contractual Entertainment	620	700
54299	Field/Special Trips	63,831	68,900
59412	Property/Sales Tax	10,630	11,500
59414	Credit Card Fees	46,170	49,900
	CONTRACTUAL	429,815	464,400
COMMODITIES/SUPPLIES			
55301	Office Supplies	4,720	5,100
55303	Duplicating Supplies	1,700	1,800
55307	Books And Manuscripts	790	900
55308	First Aid/Medical Supplies-Pool Specific	2,880	3,100
55315	Staff Uniforms	13,005	14,000
55316	Participant Uniforms	17,424	18,800
55320	Building Maintenance Supplies	39,340	42,500
55321	Landscape Supplies	11,120	12,000
55322	Cleaning /Janitorial Supplies	15,460	16,700

Ordinance No. 636
Budget & Appropriations Detail by Fund
May 1, 2019 through April 30, 2020

ACCOUNT	DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
55325	Equipment And Tools	3,190	3,400
55327	Vehicle/Equipment Repair Parts	5,260	5,700
55329	Office/ Equipment Value <\$10000	16,000	17,300
55330	Gas,Fuel,Grease And Oil	11,050	11,900
55331	Chemicals	44,530	48,100
55332	Paints	8,550	9,200
55333	Plant Materials	5,500	5,900
55348	Flowers And Cards	80	90
55349	Plaques, Awards And Prizes	18,010	19,500
55350	Recreation/Program Supplies	69,367	74,900
55354	Food Supplies	21,350	23,100
55360	Merchandise For Resale	62,685	67,700
	COMMODITIES/SUPPLIES	372,011	401,690
UTILITIES			
56230	Sanitary Fees And Charges	8,650	9,900
56231	Gas And Electricity	252,667	290,600
56232	Water	84,376	97,000
56233	Telecomm Expense	17,090	19,700
	UTILITIES	362,783	417,200
ROUTINE/PERIODIC MAINTENANCE			
58001	Periodic Maintenance	55,500	56,610
58002	Routine Maintenance	10,000	10,200
	ROUTINE/PERIODIC MAINTENANCE	65,500	66,810
TRANSFERS TO OTHER FUNDS			
59409	Transfers To Other Funds	400,000	400,000
	TRANSFERS TO OTHER FUNDS	400,000	400,000
APPROPRIATIONS - FUND 02		3,691,200	3,941,230
Fund 03 - MUSEUM			
SALARIES AND WAGES			
70101	Department Head	110,374	112,600
70301	Office Staff/Support	93,168	95,000
70501	Managers/Supervisors	156,188	159,300
70901	Building Service Worker	38,958	39,700
71001	Program/Facility Dir.	147,959	150,900
71401	Instructor	32,682	33,300
80303	Pt Office Staff/Support	68,550	75,410
80903	Pt Building Service Worker	7,911	8,700
81003	Pt Program Director/Supervisor	11,825	13,010
81303	Pt Assistant Director/Supervisor	28,004	30,800

Ordinance No. 636
 Budget & Appropriations Detail by Fund
 May 1, 2019 through April 30, 2020

ACCOUNT	DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
81403	Pt Instructor	64,239	70,660
81503	Pt General Staff	53,941	59,340
81703	Pt Day Camp Staff/Life Guard	73,567	80,920
82503	Pt Vt House Staff	46,350	50,990
82504	Pt Vt House Staff Ot	6,260	6,890
82603	Pt Vt Rental Staff	72,100	79,310
82604	Pt Vt Rental Staff Ot	13,910	15,300
	SALARIES AND WAGES	1,025,986	1,082,130
FRINGE BENEFITS			
53132	Dental Insurance	3,280	3,610
53133	Medical Health Insurance	88,190	97,010
53134	Life Insurance	1,720	1,890
53137	Employee Assistance Program	330	360
83003	Allowances/Reimbursements	10,050	11,060
	FRINGE BENEFITS	103,570	113,930
CONTRACTUAL			
54201	Postage And Mailing	16,626	17,960
54202	Printing And Duplicating	45,942	49,620
54204	Staff Meeting	160	170
54205	Legal Publications/Notices	100	110
54206	Advertising/Publicity	58,769	63,470
54207	Staff Training	440	480
54208	Memberships, Dues And Fees	1,985	2,140
54209	Conference And Travel	4,760	5,140
54215	Professional Fees	2,320	2,510
54220	Insurance Expense	960	1,040
54234	Landfill Fees	5,740	6,200
54240	Office Equipment Repairs		0
54241	Vehicle Repair		0
54242	Equipment Repair	7,590	8,200
54245	Building Repair	18,580	20,070
54250	Equipment Rental	109,425	118,180
54251	Rental Facilities	30,154	32,570
54253	Pest Control	1,490	1,610
54254	Service Contracts	4,890	5,280
54255	License And Fees	8,455	9,130
54260	Service Contracts-Facilities	52,457	56,650
54264	Cell Phone Expense		0
54265	Subscriptions	122	130
54280	Other Contractual Services	66,135	71,430
54281	Contractual Personnel	39,160	42,290
54285	Contractual Entertainment	341,142	368,430

Ordinance No. 636
 Budget & Appropriations Detail by Fund
 May 1, 2019 through April 30, 2020

ACCOUNT	DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
54299	Field/Special Trips	2,760	2,980
59412	Property/Sales Tax	9,270	10,010
59414	Credit Card Fees	56,750	61,290
CONTRACTUAL		886,182	957,090
COMMODITIES/SUPPLIES			
55301	Office Supplies	2,530	2,730
55302	Envelopes And Stationary	580	630
55303	Duplicating Supplies	1,040	1,120
55305	Photographic Supplies	10	10
55307	Books And Manuscripts	220	240
55308	First Aid/Medical Supplies	1,160	1,250
55315	Staff Uniforms	930	1,000
55316	Participant Uniforms	3,010	3,250
55320	Building Maintenance Supplies	17,690	19,460
55321	Landscape Supplies		0
55322	Cleaning /Janitorial Supplies	8,560	9,240
55327	Vehicle/Equipment Repair Parts	1,030	1,110
55329	Office/ Equipment Value <\$10000	6,840	7,520
55330	Gas,Fuel,Grease And Oil	1600	1,730
55348	Flowers And Cards	13	10
55349	Plaques,Awards,Prizes	3,260	3,520
55350	Program/Recreation Supplies	49,940	53,940
55351	Animal Supplies	3,160	3,410
55354	Food Supplies	34,062	36,790
55355	Animal Feed	6,990	7,550
55360	Merchandise For Resale	37,110	40,080
COMMODITIES/SUPPLIES		179,735	194,590
UTILITIES			
56230	Sanitary Fees	3,117	3,580
56231	Gas And Electricity	118,434	136,200
56232	Water	23,253	26,740
56233	Telecomm Expense	13,227	15,210
UTILITIES		158,031	181,730
ROUTINE/PERIODIC MAINTENANCE			
58001	Periodic Maintenance	60,329	61,540
ROUTINE/PERIODIC MAINTENANCE		60,329	61,540
TRANSFERS TO OTHER FUNDS			
59409	Transfers To Other Funds	280,000	280,000
TRANSFERS TO OTHER FUNDS		280,000	280,000
APPROPRIATIONS - FUND 03		2,693,833	2,871,010

Ordinance No. 636
 Budget & Appropriations Detail by Fund
 May 1, 2019 through April 30, 2020

ACCOUNT DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
Fund 04 - LIABILITY INSURANCE		
SALARIES AND WAGES		
70501 Managers/Supervisors	50,132	51,100
SALARIES AND WAGES	50,132	51,100
FRINGE BENEFITS		
53132 Dental Insurance	353	380
53133 Medical Health Insurance	7,627	8,240
53134 Life Insurance	177	190
83003 Allowances/Reimbursements	844	910
FRINGE BENEFITS	9,001	9,720
CONTRACTUAL		
54207 Staff Training	1,597	1,720
54209 Conference And Travel	1,900	2,050
54255 License And Fees	2,090	2,260
54281 Contractual Personnel	1,440	1,560
CONTRACTUAL	7,027	7,590
COMMODITIES/SUPPLIES		
55306 CPR Books And Supplies (Tort Fund)	5,832	6,300
55307 Books And Manuscripts	280	300
55309 Safety Supplies	1,084	1,190
55329 Office/ Equipment Value <\$10000	7,230	7,810
COMMODITIES/SUPPLIES	14,426	15,600
INSURANCE		
57131 Workers Compensation	94,170	102,650
57137 Unemployment Premium	18,540	20,210
57220 Liability Insurance	39,583	43,150
57222 Employment Practices	17,900	19,510
57224 Property Insurance	77,250	84,200
INSURANCE	247,443	269,720
CAPITAL OUTLAY		
61515 Repair Projects And Equipment	64,745	66,000
CAPITAL OUTLAY	64,745	66,000
APPROPRIATIONS - FUND 04	392,774	419,730

Ordinance No. 636
 Budget & Appropriations Detail by Fund
 May 1, 2019 through April 30, 2020

ACCOUNT DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
Fund 06 - IMRF FUND		
FRINGE BENEFITS		
53135 Imrf Payments	294,000	320,460
FRINGE BENEFITS	294,000	320,460
APPROPRIATIONS - FUND 06	294,000	320,460
Fund 08 - AUDIT FUND		
CONTRACTUAL		
54217 Audit Expenses	24,300	24,543
CONTRACTUAL	24,300	24,543
APPROPRIATIONS - FUND 08	24,300	24,543
Fund 09 - PAVING AND LIGHTING FUND		
ROUTINE/PERIODIC MAINTENANCE		
58001 Periodic Maintenance	0	0
58002 Routine Maintenance	38,000	39,900
ROUTINE/PERIODIC MAINTENANCE	38,000	39,900
CAPITAL OUTLAY		
61508 Park Construction/Improvements	50,000	51,000
CAPITAL OUTLAY	50,000	51,000
APPROPRIATIONS - FUND 09	88,000	90,900

Ordinance No. 636
Budget & Appropriations Detail by Fund
May 1, 2019 through April 30, 2020

ACCOUNT DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
Fund 11 - ACTIVITY AND AFFILIATES FUND		
CONTRACTUAL		
54250 Equipment Rental	460	470
CAPITAL OUTLAY	460	470
COMMODITIES/SUPPLIES		
55309 Safety Supplies	13,000	14,040
55348 Flowers And Cards	475	500
55349 Plaques, Awards And Prizes	489	510
55350 Recreation/Program Supplies	1,120	1,180
55354 Food Supplies	4,500	4,730
COMMODITIES/SUPPLIES	19,584	20,960
APPROPRIATIONS - FUND 11	20,044	21,430
Fund 12 - SPECIAL DONATIONS FUND		
CONTRACTUAL		
54292 Scholarships	61,400	66,310
59415 Transfer To Parks Foundation-Restricted	4,000	4,200
CONTRACTUAL	65,400	70,510
APPROPRIATIONS - FUND 12	65,400	70,510
Fund 14 - SOCIAL SECURITY FUND		
FRINGE BENEFITS		
53136 FICA Payments	417,150	458,870
FRINGE BENEFITS	417,150	458,870
APPROPRIATIONS - FUND 14	417,150	458,870
Fund 15 - SPECIAL RECREATION FUND		
SALARIES AND WAGES		
70301 Office Staff/Support	31,200	31,820
70501 Managers/Supervisors	45,320	46,230
71001 Program/Facility Director	105,110	107,210
80903 Pt Office Staff/Support	980	1,040
81003 Pt Program Director/Supervisor	32,980	34,960
81403 Instructors/Overnight Staff	6,390	6,770

Ordinance No. 636
 Budget & Appropriations Detail by Fund
 May 1, 2019 through April 30, 2020

ACCOUNT	DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
81503	Pt General Staff	61,140	64,810
81703	Pt Day Camp Staff/Life Guard	171,550	181,840
81903	Pt Building/Park Opener	0	0
	SALARIES AND WAGES	454,670	474,680
FRINGE BENEFITS			
53132	Dental Insurance	2,580	2,730
53133	Medical Health Insurance	38,160	40,450
53134	Life Insurance	590	630
53135	IMRF Payments	12,000	12,720
53136	FICA Payments	32,290	34,230
53137	Employee Assistance Program	180	190
83003	Allowances/Reimbursements	100	110
	FRINGE BENEFITS	85,900	91,060
CONTRACTUAL			
54201	Postage And Mailing	2,170	2,300
54202	Printing And Duplicating	5,430	5,760
54204	Staff Meeting	580	610
54205	Legal Publications/Notices	1,760	1,870
54206	Advertising/Publicity	2,780	2,950
54207	Staff Training	2,860	3,030
54208	Memberships, Dues And Fees	1,540	1,630
54209	Conference And Travel	4,500	4,770
54212	Attorney Fees	2,580	2,730
54236	Auto Allowance	650	690
54241	Vehicle Repair	1,550	1,640
54250	Equipment Rental	80	80
54251	Rental Facilities	31,692	33,590
54254	Service Contracts	4,330	4,590
54264	Cell Phone Expense	380	400
54265	Subscriptions	250	270
54280	Other Contractual Services	2,273	2,410
54281	Contractual Personnel	5,170	5,480
54285	Contractual Entertainment	920	980
54299	Field/Special Trips	25,870	27,420
59414	Credit Card Fees	2,270	2,410
	CONTRACTUAL	99,635	105,610
COMMODITIES/SUPPLIES			
55301	Office Supplies	570	600
55302	Envelopes And Stationary	480	510
55303	Duplicating Supplies	410	430
55315	Staff Uniforms	2,060	2,180
55316	Participant Uniforms	1,690	1,790
55322	Cleaning/Janitorial Supplies	170	180
55327	Vehicle/Equipment Repair Parts	960	1,020

Ordinance No. 636
Budget & Appropriations Detail by Fund
May 1, 2019 through April 30, 2020

ACCOUNT	DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
55329	Office/ Equipment Value <\$10000	2,400	2,540
55330	Gas,Fuel,Grease And Oil	7,420	7,870
55348	Flowers and Cards	30	30
55349	Plaques, Awards And Prizes	3,600	3,820
55350	Recreation/Program Supplies	6,745	7,150
55354	Food Supplies	13,265	14,060
	COMMODITIES/SUPPLIES	39,800	42,180
 UTILITIES			
56231	Gas And Electrictiy	0	0
56232	Water	0	0
56233	Telecomm Expense	0	0
	UTILITIES	0	0
 INSURANCE			
57131	Workers Compensation	3,310	3,710
57220	Liability Insurance	3,090	3,460
57222	Employment Practices	970	1,090
57224	Property Insurance	5,930	6,640
	INSURANCE	13,300	14,900
 ROUTINE/PERIODIC MAINTENANCE			
58003	ADA Non-Capital Expenditures	18,200	18,382
	ROUTINE/PERIODIC MAINTENANCE	18,200	18,382
 CAPITAL OUTLAY			
61508	CPD - ADA	874,607	892,100
61509	UPD Capital ADA	175,820	193,400
	CAPITAL OUTLAY	1,050,427	1,085,500
 APPROPRIATIONS - FUND 15		 1,761,932	 1,832,312
 Fund 16 - CAPITAL IMPROVEMENTS FUND			
CONTRACTUAL			
54202	Printing and Duplicating	2,037	2,080
54215	Professional Services	4,844	5,090
	CONTRACTUAL	6,881	7,170
 CAPITAL OUTLAY			
61504	Vehicles / Equipment	100,000	102,000
61508	Park Construction/Improvements	5,894,888	6,189,630
61515	Repair Projects and Equipment	69,500	72,980
	CAPITAL OUTLAY	6,064,388	6,364,610

Ordinance No. 636
 Budget & Appropriations Detail by Fund
 May 1, 2019 through April 30, 2020

ACCOUNT DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
TRANSFERS TO OTHER FUNDS		
59409 Transfers To Other Funds	74,723	80,000
TRANSFERS TO OTHER FUNDS	74,723	80,000
APPROPRIATIONS - FUND 16	6,145,992	6,451,780
Fund 19 - POLICE PROTECTION		
CONTRACTUAL		
54281 Contractual Personnel	18,540	20,000
CONTRACTUAL	18,540	20,000
APPROPRIATIONS - FUND 19	18,540	20,000
Fund 21 - BOND AMORTIZATION FUND		
TRANSFERS TO OTHER FUNDS		
59409 Transfers To Other Funds	1,167,900	1,191,260
TRANSFERS TO OTHER FUNDS	1,167,900	1,191,260
APPROPRIATIONS - FUND 21	1,167,900	1,191,260
Fund 22 - BOND PROCEEDS FUND		
CONTRACTUAL		
54215 Professional Fees	3,530	3,600
CONTRACTUAL	3,530	3,600
CAPITAL OUTLAY		
61504 Vehicles / Equipment	90,000	90,900
61508 Park Construction/Improvements	456,500	470,200
CAPITAL OUTLAY	546,500	561,100
DEBT SERVICE PRINCIPAL		
59405 Bond Redemption	445,000	445,000
DEBT SERVICE PRINCIPAL	445,000	445,000
DEBT SERVICE INTEREST/FEEES		
59407 Interest Expense	121,600	133,760
DEBT SERVICE INTEREST/FEEES	121,600	133,760
APPROPRIATIONS - FUND 22	1,116,630	1,143,460

Ordinance No. 636
 Budget & Appropriations Detail by Fund
 May 1, 2019 through April 30, 2020

ACCOUNT DESCRIPTION	2019-20 BUDGET	APPROPRIATIONS
Fund 24 - LAND ACQUISITION		
CAPITAL OUTLAY		
61504 Land Acquisition	0	650,000
CAPITAL OUTLAY	0	650,000
APPROPRIATIONS - FUND 24	0	650,000
Fund 25 - PARK DEVELOPMENT		
CAPITAL OUTLAY		
61508 Park Construction/Improvements	415,500	423,810
CAPITAL OUTLAY	415,500	423,810
APPROPRIATIONS - FUND 25	415,500	423,810
Fund 26 - TRAILS AND PATHWAYS		
CAPITAL OUTLAY		
61508 Park Construction/Improvements	248,500	252,230
CAPITAL OUTLAY	248,500	252,230
APPROPRIATIONS - FUND 26	248,500	252,230
Fund 27 - MARTENS CENTER		
CONTRACTUAL		
54202 Printing and Duplicating	1,000	1,100
54212 Attorney Fees	1,200	1,320
54214 Architect and Engineering Fees	60,000	66,000
54215 Professional Fees	9,000	9,900
CONTRACTUAL	71,200	78,320
CAPITAL OUTLAY		
61504 Land Acquisition	400,000	400,000
61508 Park Construction/Improvements	720,464	792,510
	1,120,464	1,192,510
APPROPRIATIONS Fund 27 - Martens Center	1,191,664	1,270,830
 APPROPRIATIONS - ALL FUNDS	 26,842,032	 28,932,155



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: July 18, 2019

SUBJECT: Dodds Tennis Center Janitorial Service Bid

Background

Bids were requested to provide the Dodds Tennis Center janitorial service for a two (2) year period, with an option to renew for an additional one (1) year. The contract of the most recent service provider, ESS Clean, Inc., expired on May 13, 2019.

Prior Board Action

None.

Bid Results

Bid packets were available to potential bidders beginning June 28, 2019 with four companies mailed packets. The bid packet was also posted on champaignparks.com on July 1, 2019. A bid notice was published in the July 1, 2019 issue of *The News-Gazette*. Three bids were received, opened and read aloud on July 15, 2019. The results are below:

Bidder	Base Bid Annual Amount	Alternate 1 Carpet Cleaning	Alternate 1 Fabric Covered Furniture Cleaning	Alternate 1 West Wall Dusting	Alternate 2 Additional Services Rate
ESS Clean, Inc., Urbana	NR	NR	NR	NR	NR
Ram Clean 2, Inc., Champaign	NR	NR	NR	NR	NR
ServiceMaster Clean, Champaign	\$24,664.00	\$275.00	\$185.00	\$350.00	\$27.50/hour

Budget Impact

None.

Recommended Action

With two of the three bids being non-responsive due to being incomplete, staff recommends rejecting all bids and re-bidding the Dodds Tennis Center Janitorial Service.

Prepared by:

Reviewed by:

Stacey A. Cornell, CPRP, CPO
Aquatics and Tennis Center Coordinator I

Jameel T. Jones, CGSP, CPI
Director of Recreation



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: July 18, 2019

SUBJECT: Approval of Resolution to Commit Cash Proceeds Received in Land Sale to Land Acquisition Fund

Background

The board entered into a contract to sell Lot #173 located within Trails of Abbey Fields Subdivision on June 12, 2019. The closing on this property occurred July 17, 2019 and Park District received and deposited a check for the net proceeds of \$74,723.39 into the Capital Improvement Fund.

Staff were directed to draft a resolution to request the Board of Commissioners formally commit these funds and transfer them from the Capital Improvement Fund and into the Land Acquisition Fund in the amount of \$74,723. Should the Board choose to modify this in the future, a new resolution would be brought forward as necessary.

Prior Board Action

June 12, 2019 Board approved a contract of sale and purchase of real estate for the above referenced property.

Budget Impact

There will be a net effect of \$0 to the Capital Improvement Fund once the transfer is made, with an increase of \$74,723 reflected as revenues in the Land Acquisition Fund for the fiscal year ended April 30, 2020.

Recommended Action

Staff recommends the Board of Commissioners approve a Resolution to commit \$74,723 as of the date of the resolution, and on or before April 30, 2020 transfer from Capital Improvement Fund receipts of \$74,723 into the Land Acquisition Fund for the future purchase of land within the Park District.

Prepared by:

Reviewed by:

Andrea N. Wallace
Director of Finance

Joe DeLuce, CPRP
Executive Director

RESOLUTION

**CHAMPAIGN PARK DISTRICT
BOARD OF PARK COMMISSIONERS**

Committing Cash Proceeds Received in Land Sale to the Land Acquisition Fund

WHEREAS, the Champaign Park District annually considers and approves a capital budget for each fiscal year commencing May 1 and ending the following April 30 for specific projects; and

WHEREAS, the balance of unspent capital budget amounts have historically been added back to the excess fund balance, unless specifically re-budgeted for the succeeding fiscal year; and

WHEREAS, one intention of the Board of Commissioners is to accumulate funds for specific future large capital projects, rather than increasing the District's debt limit to fund such projects; and

WHEREAS, the current priorities of the Board of Commissioners include the future development of parks by potentially acquiring land within the Champaign Park District boundaries; and

WHEREAS, the cash proceeds of \$74,723.39 received from Uwais Zaid for the sale of land commonly referred to as 4701 Vahalla Dr. Champaign, IL, and legally described as Lot 173 of the Trails at Abbey Fields, was deposited into the Capital Improvement Fund; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Champaign Park District does hereby approve and commit the sum of \$74,723.39 for land acquisition, and

BE IT FURTHER RESOLVED that the Board of Commissioners of the Champaign Park District does hereby authorize and direct staff to transfer the sum of \$74,723.39 from the Capital Improvement Fund into the Land Acquisition Fund on or before April 30, 2020 for the future purchase of land to benefit the Champaign Park District.

APPROVED by the President and Board of Commissioners of the Champaign Park District this 24th day of July, 2019.

APPROVED:

Craig Hays, President

ATTEST:

Cindy Harvey, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: July 15, 2019

SUBJECT: Toalson Park Soil Surplus

Background

A long standing License and Indemnification Agreement between the Champaign Park District and the Atkins Group (TAG) allowed for the storage of topsoil at Toalson Park during the construction of the Ashland Park Subdivision. The Agreement was last renewed in May of 2014 for five years and has since expired. Section 3A. of the agreement states, "Thereafter, District shall have the sole right and option to remove, dispose of or utilize the stockpile as it sees fit, or require TAG (at TAG's cost) to do so in the manner set forth in B. below within 120 days after written notice, in order that District may then complete development of the park." Section B. outlines proper removal from the site and safety control measures while the pile is in place.

In May of 2018, the District received confirmation from Kevin Brumback (Project Manager for Atkins Construction, LLC) that they are officially done with the stockpile. Therefore, the District is the owner of the soil.

The District has determined the topsoil is not needed for other projects within the District, but has set some aside at another location for future use. We estimate that between 1,000 and 1,300 cubic yards of the topsoil remains at Toalson Park. A Board action to surplus the topsoil will allow us to seek a proper disposal method(s).

Prior Board Action

No previous action has been taken on the removal of the topsoil.

Budget Impact

Declaring this surplus has no impact on the current budget.

Recommended Action

Staff recommends the Board declare up to 1,300 cubic yards of topsoil stockpiled at Toalson Park as surplus and authorize the Executive Director to enter into an agreement(s) to remove the remaining soil.

Prepared by:

Reviewed by:

Daniel Olson
Director of Operations

Joe DeLuce
Executive Director

ORDINANCE NO. 639

**AN ORDINANCE PROVIDING FOR THE DISPOSAL OF
PERSONAL PROPERTY OWNED BY THE CHAMPAIGN PARK
DISTRICT.**

WHEREAS, the Champaign Park District pursuant to the Park District Code, 70 ILCS 1205/8-22, is granted the ability to dispose of personal property, and

WHEREAS, the Champaign Park District has determined that certain property it owns is no longer necessary, useful to or in its best interests of the Champaign Park District to retain.

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

Section 1. The Board of Commissioners hereby authorizes that said property shall be conveyed or sold to the highest bidder, with or without advertising the sale, or otherwise disposed of on terms as may be approved by the Executive Director.

Section 2. The personal property to be conveyed, sold, or disposed of is as follows: 1,300 cubic yards of topsoil stockpiled at Toalson Park.

PASSED AND APPROVED by three-fifths vote of the Board of Commissioners of the Champaign Park District this 24th day of July 2019.

APPROVED:

Craig W. Hays, Board President

ATTEST

Cindy Harvey, Board Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: July 24, 2019

SUBJECT: Approval to Apply for an Open Space Land Acquisition and Development (OSLAD) Grant for Spalding Park

Background

At the July 10, 2019 Regular Meeting, the Board directed staff to pursue Spalding Park as a FYE2020 OSLAD grant application.

Prior Board Action

No prior action.

Budget Impact

OSLAD policy administered through IDNR provides up to 50% funding assistance, limiting development grants to \$400,000 maximum. The project budget is \$701,000 as shown in attachment 1, with a \$350,500 match from IDNR. The project must be completed within two years of the fully executed grant agreement, and payment of all costs must occur before submitting final billing request to IDNR for reimbursement. Funding would come from a transfer of current pathway and lighting budget, playground budget, as well as future capital project allocation. For purpose of discussion an alternate scope (which includes the concrete path of the current pathway/lights project) is shown in attachment 2. The concrete path is not included in the base scope of the OSLAD due to current ADA and general site access needs. An additional alternative is shown in attachment 3, which assumes that Unit 4 will construct 8 tennis courts.

Recommendation

Staff recommends authorization and signature of *Grant Program Resolution of Authorization* (attachment 4) due to IDNR by August 19, 2019. Staff is recommending approval to proceed with \$350,500 OSLAD grant as shown in attachment 1. The OSLAD grant awards are expected to be announced possibly by April 2020.

Prepared by:

Reviewed by:

Bridgette Moen
Park Planner

Andrew Weiss
Director of Planning

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

Attachment 1

Proposed Scope of Spalding OSLAD Application

- Connect loop path: \$80,000
- Playground: \$130,000
- Fitness stations: \$25,000
- Tennis: \$260,000
- Pavilion: \$40,000
- Lighting: \$100,000
- Estimated subtotal: \$635,000
- A/E: \$63,500
- Additional project costs: \$2,500
- TOTAL: \$701,000



Spalding Park 2019 OSLAD Application

Attachment 2

Proposed Scope of Spalding OSLAD Application (Include Paths)

- Connect loop path: \$80,000
- Playground: \$130,000
- Fitness stations: \$25,000
- Tennis: \$260,000
- Pavilion: \$40,000
- Lighting: \$100,000
- Paths: \$230,000
- Estimated subtotal: \$865,000
- A/E: \$86,500
- Additional project costs: \$2,500
- TOTAL: \$954,000

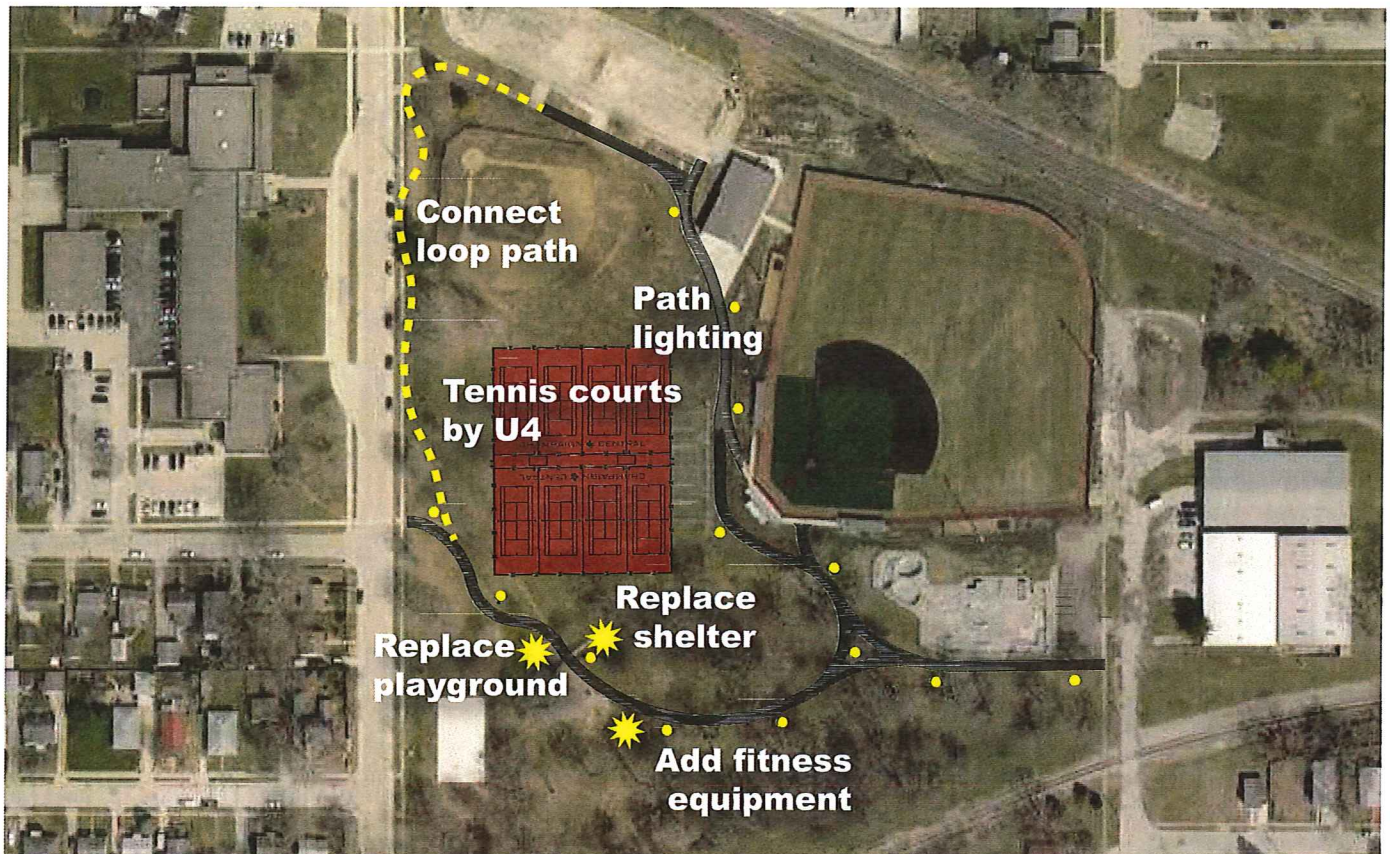


Spalding Park 2019 OSLAD Application

Attachment 3

Proposed Scope of Spalding OSLAD Application (U4 Builds Courts)

- Connect loop path: \$80,000
- Playground: \$130,000
- Fitness stations: \$25,000
- Pavilion: \$40,000
- Lighting: \$100,000
- Estimated subtotal: \$375,000
- A/E: \$37,500
- Additional project costs: \$2,500
- TOTAL: \$415,000



Spalding Park 2019 OSLAD Application

Attachment 4

**OSLAD Grant Program
Resolution of Authorization**

Form OS/DOC-3

Applicant (Sponsor) Legal Name: Champaign Park District

Project Title: Spalding Park Development

The Champaign Park District (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Champaign Park District (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property **acquired** with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Champaign Park District (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Champaign Park District (Sponsor) on the 24th day of July (month), 2019 (year)

Name (printed / typed)

Attested by: _____

Signature

Date: _____

Title



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: July 24, 2019

SUBJECT: Extension of Seat Advisor Box Office contract for Virginia Theatre ticketing

Background

The Virginia Theatre has used Seat Advisor Box Office, a cloud-based ticketing software platform, under two consecutive three-year agreements first executed in 2013. In that year, the park district concluded a previous agreement with another company, Choice, for use of its ticketing software at the Virginia. In the opinion of staff, Choice had been an unreliable product, prone to crashes, inflexible, slow, and difficult to operate. Following a thorough review of a wide range of software options, staff recommended that the park district contract with Seat Advisor for use of its ticketing platform.

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

The Seat Advisor contract (both the current 2016-2019 agreement and the proposed renewal) also contains an open-ended "walk-away" clause that allows the park district to terminate the agreement at any time, without penalty.

Prior Board Action

None.

Budget Impact

The proposed Champaign Park District budget for FY20 includes funds allocated for the payment of ticketing service charges at the Virginia. Since those fees were projected at the rate currently being charged to the park district by Seat Advisor, there would be no budget impact from renewing the agreement with Seat Advisor for use of its Seat Advisor Box Office software.

Recommended Action

Staff recommends that the Board authorize the Executive Director to enter into an extension of the current contract with Seat Advisor, San Diego, CA, to furnish ticketing software at the Virginia Theatre for three years beginning August 15, 2019.

Prepared by:

Steven Bentz
Director of the Virginia Theatre

Reviewed by:

Joe DeLuce, CPRP
Executive Director

INTERNET TICKETING SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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



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

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

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

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

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

[Handwritten Signature]

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

9.1. CPD's breach of any material term, covenant, condition, representation or warranty stated in this Agreement, and

9.2. Provided that, failure of CPD to pay SA any invoice for sums due under this Agreement in accordance with Section 8 for more than seven (7) days following receipt by CPD of a written notice of such default and failure to cure it.

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


10. SA's Default. The occurrence of any of the following events for thirty (30) days after receipt by SA of written notice thereof and its failure to cure such a default shall, at CPD's option, constitute a default and entitle it to immediately terminate this Agreement and SA's rights hereunder:

10.1. SA's breach of any material term, covenant, condition, representation or warranty in this Agreement; and

10.2. Failure of SA to provide the services agreed to herein in a proper, timely and effective manner so as to allow CPD Patrons to purchase event tickets via the Internet, upon a seven (7) days written notice by CPD and SA's failure to cure the same;

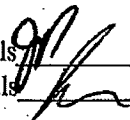
In the event of such a default, SA shall without demand, immediately pay to CPD any and all amounts due and owing under this Agreement, and CPD may, without notice to or demand upon SA, terminate this Agreement and institute litigation for the recovery of all damages resulting from SA's failure to perform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

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




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

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



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



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

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

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

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

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

SeatAdvisor's Initials: *RA* Client's Initials: *J*

CHAMPAIGN PARK DISTRICT, an Illinois Municipal Corporation

Signed: _____

Name: _____

Title: _____

SEATADVISOR, INC., a California Corporation

By: _____

Brent Miller, President and CEO

Attest: _____

Signed: _____

Board Secretary

**SABO Client Agreement – Addendum
For: Champaign Park District
Dated 7/1/2016**

3. Term of Agreement. The Term of this Agreement shall commence on the date set forth herein and continue in full force and effect for a period of six (6) years. Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice. Upon such termination, SA shall remove any of CPD's ticket data and Patron Data from SABO, and CPD shall remit any sums owing to SA pursuant to Paragraph 8 and Exhibit A. It will be CPD's responsibility to obtain any reports needed prior to the termination of the Agreement in order to obtain any data needed.

This Addendum does not impact any other aspect of the original SABO Client Agreement (as amended).

Signed: _____

Title: _____

Signed: _____

Steve Garcia, General Manager, SeatAdvisor, Inc.



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: July 24, 2019

SUBJECT: IATSE Local #482 Bargaining Agreement

Background

The Champaign Park District and the IATSE Union have been working under a contract since the Park District took ownership of the Virginia Theater. The members of the IATSE Union (commonly known as the "Stagehand Union") fill the roles of Stage Electrician, Stage Carpenter, Properties, Sound Engineer, Sound Console Operator, Stage Lighting Console Operator, High Rigger, Wardrobe Personnel, Fly Rail Personnel, Truck Loader, Projectionist, Spotlight Operator and the full-time position of Technical Manager at the Virginia Theater.

The most recent agreement was written for a three year period beginning August 1, 2016. In April of this year the Park District was contacted by the IATSE Union stating they would like to make changes to the current contract. Staff met with representatives of Local 482, they have requested a 3% increase in all wages for all Union positions in FY2020, 2.5% increase in FY 2021 and a 2.5% increase in FY 2022. The agreement, if approved, would become effective August 1, 2019 and would remain effective until July 31, 2022.

The proposed agreement is attached to this report.

Prior Board Action

The Board of Commissioners approved a one year agreement with no increase effective on April 15, 2010. The next agreement was a two year agreement that was effective beginning April 15, 2013 with a nearly 6% increase in the stagehand hourly wage rates. Then in 2016 the agreement included a 2.0% increase in wages each year for the three year agreement.

Budget Impact

The wage rates include a 3% increase for all positions covered in the agreement for FY2020, 2.5% increase in FY2021 and a 2.5% increase in FY 2022, this increase expected to cost \$3,822 during the first year not including taxes.

Recommended Action

Staff recommend the board approve the proposed three year agreement between the Park District and IATSE Local #482 effective August 1, 2019.

Prepared by:

Reviewed by:

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

Joe DeLuce, CPRP
Executive Director

AGREEMENT

This Agreement is made and entered into this _____ Day of _____, 2016-2019 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 "Employer") and **Local #482 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada** whose principal address is PO Box 3272, Urbana, Illinois 61803-3272 (hereinafter referred to as "Union") on behalf of stagehands at the Virginia Theatre.

As the party of the second part is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories and Canada nothing in this Contract shall in no event be construed or applied so as to contravene any applicable Federal or State Law.

ARTICLE I – PURPOSE

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union. The Employer and the Union are committed to the uninterrupted effective performance by stagehands needed for events at the Virginia Theatre.

ARTICLE II – LIMITATIONS

- (a) This Agreement is subject to applicable Federal and State laws as such may be amended from time to time.
- (b) This Agreement is made subject to all rules and regulations of the Champaign Park District and the Union shall conform to said rules and regulations and be bound thereby.
- (c) In the event of conflict between any of the foregoing (a) and/or (b) and any provisions of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.
- (d) Previous agreements and commitments by and between the Parties, contradictory to the provisions hereof, are null and void as of the effective date of this Agreement.

ARTICLE III – EXCLUSIVE RECOGNITION

Section 1. Class Represented

The Employer recognizes the Union as the exclusive representative for a single negotiation unit consisting of the employees in the classifications of Technical Manager and Stagehands for the Virginia Theatre. Stagehands shall be defined as the persons performing the duties commonly understood as "Stagehand", "Stage Manager", "Stage Electrician", "Stage Carpenter", "Properties", "Sound Engineer", "Sound Console Operator", "Stage Lighting Console Operator", "Rigger", "Wardrobe Personnel", "Fly Rail Personnel", "Projectionist", and "Spotlight Operator".

Section 2. Equal Opportunity

There will be no discrimination by either the Union or Employer with respect to an applicant or candidate for employment because of race, creed, color, national origin, religion, sex, age, disability, marital status, or sexual orientation.

Section 3. Rights of Employer

The Union recognizes the right of the Employer to manage its operations and to plan, direct and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. The Employer recognizes the interests of the Union and will keep the Union informed as to such changes. The Union recognizes and acknowledges the exclusive right of management through its representatives to determine the number

of employees needed to perform work, establish work schedules, make and enforce such rules as necessary and reasonable in order to accomplish its function, and control working conditions not inconsistent with the terms of this Agreement. Employees whom the Union represents shall accept work assignments, comply with work schedules and obey established rules insofar as they do not conflict with specific provisions of this Agreement or conflict with the requirements of Yellow Cards presented to the Employer prior to show time whenever and wherever such cards are applicable.

Section 4. Protected Activity

There will not be discrimination by the Employer or the Employer's representatives against members or officers of the Union because of any union activity in which they are properly engaged. The Union shall not discriminate against persons because they are seeking or declining membership in the Union, nor because of the applicant's status as an employee of the Employer. The Union and its members will not solicit membership or carry on Union activity on Champaign Park District premises with employees of the Employer during working hours.

Section 5. Grievance Procedure

- a) Grievances will be processed in accordance with the provisions set forth herein. An employee wishing to file a grievance, with the support of the Union, must do so in writing to the Human Resources Director (Director). The Manager then has ten (10) days after the filing of the grievance to act on and resolve it in an agreeable manner with all parties involved. If not resolved in this ten (10) day period, the grievance shall be presented, in writing, to the Executive Director of the Champaign Park District. The Executive Director then has ten (10) days after the grievance is presented to act on and resolve the grievance. If no agreeable resolution is reached in such additional ten (10) day period, authorized representatives of the Union and Employer must meet and decide the best course of action to resolve the grievance.
- b) Miscellaneous
 - 1) The Union, as the exclusive bargaining unit, reserves the right to process grievances on behalf of an employee. The Union reserves the right to advance the grievance, withdraw from representation regarding the grievance, or consider the grievance settled at the appropriate step of the grievance procedure based on the facts of the case.
 - 2) Employees who desire to advance grievances, including moving them to arbitration beyond the level supported by Local #482, may do so at their expense.
 - 3) All grievances concerning the administration or interpretation of this Agreement may be submitted to arbitration pursuant to the procedures set forth herein, if any are otherwise agreed upon in writing by the parties, provided however, that only in grievances submitted to arbitration by the Union shall the Union be liable for its share of the costs.

ARTICLE IV – WORKING RULES AND CONDITIONS

Section 1. Union Referral System

The Employer and/or its management shall notify the Union Business Agent (and if not available, the President) of Local #482 as to the number of stagehands required as the need arises, and call times for each and every event at the Virginia Theatre, except as exempted below. The Union shall make every attempt to fulfill the requirements of Stagehands for each work call. If a particular call cannot be filled by the Union, Employer and/or its management shall be notified no less than forty-eight (48) hours prior to the event. A list of Stagehands working each call shall be given to the Employer no later than at load-in of the event. Exceptions to this provision are:

1. DVD format showings sponsored by the Employer where there is no paid admission to the general public, including without limitation, Day Camp or internal staff functions such as staff training;
2. Those events where there is no paid admission to the general public and there is no use of the

Virginia Theatre's technology associated with stage performance, including without limitation, placing of scenery, properties, electrical effects, sound equipment, projection apparatus, P.A. systems or other theatrical equipment.

3. Routine maintenance tasks and technical repair work.

In addition, the Virginia Theatre technical manager shall be permitted to freely operate any of the facility's theatrical equipment, contingent upon his or her maintaining membership in IATSE Local 482, at shows or during preparatory or restorative work. This includes the operation of the Theatre's Glass Slide Projector. The technical manager shall also be permitted to freely train and utilize volunteers, staff and other stage-hands provided by visiting productions in the operation of the Virginia Theatre stage equipment.

Section 2. Staffing of Events

The Employer and the Union recognize that the events at the Virginia Theatre are of various categories and shall be further defined as "Resident Attractions" and "Traveling Attractions", and each shall be staffed accordingly.

a) Resident Attractions

Resident Attractions are defined as those productions and film screenings in which the Virginia Theatre is rented for such purposes by an outside group or presenter or shows that Employer chooses to present itself which are not traveling attractions. Resident Attractions shall employ union Stagehands in the positions of "Lighting Console Operator", "Sound Console Operator", "Fly Rail Personnel" (which may be further defined as a "Rigger" if the need arises), "Spotlight Operator", unless the Resident Attraction hires a light and/or sound company whose rental package includes the services of qualified personnel, and projectionist when the Theater's 35 mm or the Christie digital projector is to be used. Use of such outside personnel requires the prior approval of Employer and Union. Which shall not be unreasonably withheld. The fulfillment of other duties shall be at the sole discretion of and based upon the Employer's approval and may include the calling of additional Union Stagehands, or other individuals, including the non-Union employees of the Employer, volunteers, or production participants, to perform typical bargaining unit work of a de minimis nature based upon prior custom and practice. Examples of such de minimis work includes, without limitation, lifting, transporting or moving materials and equipment.

b) Traveling Attractions

Traveling Attractions are defined as those productions such as, musical groups, theatre productions (including yellow card and non-yellow card), and other professional touring entertainment groups that are contracted to perform at the Virginia Theatre. In accordance with Article III, Section 1 of this Agreement, the Union shall staff all positions required by the traveling attraction's contract and/or management to include without limitation, load-in of equipment, rehearsals, performances and load-out of equipment.

Section 3. Staffing and Yellow Card Attractions Only

In all instances where a show is traveling under the provisions of a Yellow Card, the following terms shall apply in addition to those set forth in Section I.

- a) In the case of Yellow Card Attractions, a Steward will be appointed by the Union to be on call during the entire production period. The Union Steward will be paid an additional one dollar (\$1.00) per hour above the applicable hourly rate. Stagehands will also be appointed as Crew Heads pursuant to the Yellow Card's designation of crews. Crew Head status is for designation purposes only; Crew Heads will not receive an additional one (\$1.00) per hour above the applicable hourly rate.
- b) The Union shall show the Employer the Yellow Card prior to the show time.

- c) The requirements of the Yellow Card are acknowledged as acceptable, final, and binding upon both parties to this Agreement. The Union shall not attempt to add to and the Employer shall not attempt to reduce the numbers or classifications of stagehands.
- d) The Union shall not introduce variables for local conditions insofar as Yellow Card requirements are concerned.

Section 4. Wages, Overtime, Meal Periods and Minimums

- a) Stagehands will be paid the rates set forth in Appendix "A" to this Agreement.
- b) Overtime shall be paid after eight (8) hours worked. Performance rate plus the ½ hour preparation will not be applied towards overtime.
- c) All work performed on Sundays shall be paid at the overtime rate. All work performed on the following Holidays – New Year's Eve Day (after noon), New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day – shall also be paid at the overtime rate.
- d) Performances on Sundays and Holidays will be paid at one and one-half (1½) times the performance rate as indicated on Appendix "A".
- e) After five (5) hours worked, stagehands shall be provided with: 1) an unpaid thirty (30) minute meal period, if food is provided at the facility; 2) an unpaid one (1) hour if they need to leave the facility to purchase their own provisions; or 3) a paid thirty (30) minute "Eat and Go" meal period at a time when nearby restaurants are open.
- f) Stagehands will be paid a minimum of two (2) hours for each time period worked (for example, load-in and load-out are separate minimums if the employee has not been working continuously between such calls).
- g) If no meal break is provided after five (5) hours of work, Stagehands will be paid at one and one-half (1 ½) times their regular hourly rate for all time worked after five (5) hours of work until a meal break is provided.

Section 5. Call Times

For all stagehands assigned to work each attraction, call times shall be set by the Employer. For pay purposes, time shall commence at the announced call time or when the individual stagehand checks in for work, whichever is later.

Section 6. Performance

"Performance" is hereby defined to mean a three (3) and one-half (3 ½) hour period of time used for entertainment, speeches, presentations, and the like. A "Performance Call" includes the performances and a maximum of thirty (30) minutes of preparation time prior to the performance. A post-performance grace period of fifteen (15) minutes is allowed for the purpose of clean-up or reset only. Preparation time in excess of thirty (30) minutes and time worked in excess of three and one-half (3 ½) hours related to the performance will be compensated at the applicable hourly rate.

Section 7. Rehearsals

"Rehearsal" is hereby defined to mean those practice sessions actually requiring the constant or repeated operation of all theatrical lights, sound equipment, flying scenery, and the like, as in a full performance, and therefore the performance/rehearsal rate applies. This provision excludes partial run-throughs or individual scene work. If stagehands are required to perform their assigned duties for partial rehearsals, the hourly rate set forth in Appendix "A" will apply.

Section 8. Dual Capacity Work

In the event that the attraction calls for the use of Truck Loaders and/or High Riggers, in addition to Stagehands, the Employer shall compensate those who may act in a dual capacity based on the nature of such services performed, (whether Truck Loader, High Rigger, or Stagehand) as the case may be, for the applicable time. Alternatively, Employer may employ Truck Loaders separately from the number of Stagehands required for such attraction

The Article IV, Section 4 "Minimum" will be compensated at the rate applicable for the first work performed on the call.

Alternatively, Employer may employ Truck Loaders and/or High Riggers separately from the number of Stagehands required for such attraction.

Section 9. Training Policy

No I.A.T.S.E. Local #482 stagehands, with the exception of the Virginia Theatre's Technical Manager, shall be asked to or expected to train or demonstrate any stagehand skill, techniques or operation of equipment to any persons that are not members of the I.A.T.S.E. without written permission from the Local #482 Business Agent or President.

Section 10. Worker's Compensation/Safety Procedures

Whereas I.A.T.S.E. Local #482 is a referral agent only, the Champaign Park District, as the Employer, will provide to the Union proper proof of Workers' Compensation Insurance to cover any work related injuries that may occur. The Union acknowledges, represents and warrants that its members are trained for the work to be undertaken pursuant to this Agreement and shall observe safe working practices and wear and otherwise use all recommended safety equipment as provided by Employer. The Employer's safety policy shall apply to this Agreement and a copy thereof shall be attached hereto, to be updated as necessary according to the expiration dates of such policy. Updated copies of such policy shall be mailed to Local #482 to the attention of the Union President.

Section 11. Technical Manager

The Champaign Park District shall employ a Technical Manager which shall constitute a bargaining unit position. The starting salary for the Technical Manager position shall be ~~\$47,500~~50,407.36. The incumbent in the Technical Manager position shall receive an annual increase of ~~23.0%~~ 2.5% on April 15, ~~2017-2020~~, 2.5% increase on April 15, ~~2018-2021~~ and a 2.5% increase on April 15, ~~2019-2022~~. The Technical Manager shall receive the standard benefit package offered to regular employees of the Champaign Park District. The work week for the Technical Manager shall begin at 12:00 a.m. Monday and shall end at 11:59 p.m. Sunday. The Technical Manager's work week shall be 48 hours. The Technical Manager shall receive compensatory time at straight time for all hours worked in excess of 48 hours for the work week. Total accumulation of compensatory time may not exceed 160 hours.

ARTICLE V – FAIR SHARE FEE

Section 1.

The amount of four percent (4%) shall be deducted from the gross pay of each Stagehand for, and a check for the total amount will be made payable to I.A.T.S.E. Local #482 and mailed within two (2) weeks of each event to: P. O. Box 3272, Urbana, Illinois 61803-3272.

Section 2.

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fees from any employee except for those wages earned from the Employer.

ARTICLE VI – PERIOD COVERED AND NEGOTIATIONS

Section 1.

This Agreement shall become effective retroactively at 12:01 a.m. on ~~April 15~~August 1, 2019, ~~2016~~, and remain effective until 11:59 p.m. on July 31, ~~2019~~2022. This Agreement shall automatically be renewed thereafter from year to year, unless either party notifies the other, in writing, at least ninety (90) days prior to the expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay. This Agreement shall be suspended if the Virginia Theatre is

closed for renovations at any time during the term hereof, for the period of renovation.

ARTICLE VII – MISCELLANEOUS PROVISIONS

Section 1.

In the event that either Party fails or refuses to comply with the terms of this Agreement, and cure such default within thirty (30) days of written notice as provided for herein, then the other Party shall have the right to terminate this Agreement.

Section 2.

In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall, therefore, remain in effect.

Section 3.

Neither party nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other.

Section 4.

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

Section 5.

This Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire contract between Employer and Union, and may be changed, modified or amended only by mutual written agreement executed by Employer and Union.

Section 6.

This Agreement shall be executed in duplicate each of which shall be deemed to be an original.

Section 7.

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

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

~~Chad Schwenk~~ Andy Hall, Business Agent
I.A.T.S.E. Local 482
P.O. Box 3272
Urbana, IL 61803-3272

Section 8.

The laws governing this Agreement shall be the laws of the State of Illinois.

Section 9.

Time is of the essence of the performance of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on this the _____ Day of _____, 20162019.

For I.A.T.S.E. Local #482

For the Champaign Park District

President, I.A.T.S.E. Local #482
President

~~Timothy P. McMahon~~Craig Hays,

Business Agent, I.A.T.S.E. Local #482

Joe DeLuce, Executive Director

ATTEST:

Cindy Harvey, Secretary

APPENDIX "A"

**AGREEMENT
Between
I.A.T.S.E. Local #482 and the Champaign Park District**

Whereas the parties have mutually agreed upon the hourly rates of pay and performance rates for the period to be effective retroactive to April 15, 2016 through July 31, 2019.

1. Hourly rates and performance rates effective April 15, 2016

	Straight	Overtime
High Riggers	\$26.95	\$40.43
Truck Loaders	\$24.27	\$36.41
Stagehands/Wardrobe	\$17.71	\$26.56

2. Performance/Rehearsal Rates

Performance/Rehearsal	\$65.75	
Performance/Rehearsal – Sundays and Holidays	\$98.63	
Technical Assistant *	\$18.71	\$27.56

Hourly rates and performance rates effective April 15, 2017

	Straight	Overtime
High Riggers	\$27.49	\$41.24
Truck Loaders	\$24.76	\$37.13
Stagehands/Wardrobe	\$18.06	\$27.10

Performance/Rehearsal Rates effective April 15, 2017

Performance/Rehearsal	\$67.07	
Performance/Rehearsal – Sundays and Holidays	\$100.60	
Technical Assistant *	\$19.08	\$28.62

Hourly rates and performance rates effective April 15, 2018

	Straight	Overtime
High Riggers	\$28.04	\$42.06
Truck Loaders	\$25.26	\$37.88
Stagehands/Wardrobe	\$18.42	\$27.63

Performance/Rehearsal Rates effective April 15, 2018

Performance/Rehearsal	\$68.41	
Performance/Rehearsal – Sundays and Holidays	\$102.62	
Technical Assistant *	\$19.46	\$29.19

***If an Technical Assistant is utilized for an event, then it shall be exempt from Article IV, Section 4(e) – Meal Periods and Article IV, Section 6 – Performance.**

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APPENDIX "A"

AGREEMENT
Between
I.A.T.S.E. Local #482 and the Champaign Park District

Whereas the parties have mutually agreed upon the hourly rates of pay and performance rates for the period to be effective August 1, 2019 through July 31, 2022.

1. Hourly rates and performance rates effective August 1, 2019 all including a 3.0% increase

	<u>Straight</u>	<u>Overtime</u>
<u>High Riggers</u>	<u>\$28.88</u>	<u>\$43.32</u>
<u>Truck Loaders</u>	<u>\$26.02</u>	<u>\$39.03</u>
<u>Stagehands/Wardrobe</u>	<u>\$18.97</u>	<u>\$28.46</u>
<u>Performance/Rehearsal</u>	<u>\$70.46</u>	
<u>Performance/Rehearsal – Sundays and Holidays</u>	<u>\$105.69</u>	
<u>Technical Assistant *</u>	<u>\$20.04</u>	<u>\$30.07</u>

2. Hourly rates and performance rates effective August 1, 2020 all including a 2.5% increase

	<u>Straight</u>	<u>Overtime</u>
<u>High Riggers</u>	<u>\$29.60</u>	<u>\$44.40</u>
<u>Truck Loaders</u>	<u>\$26.67</u>	<u>\$40.01</u>
<u>Stagehands/Wardrobe</u>	<u>\$19.44</u>	<u>\$29.17</u>
<u>Performance/Rehearsal</u>	<u>\$72.22</u>	
<u>Performance/Rehearsal – Sundays and Holidays</u>	<u>\$108.33</u>	
<u>Technical Assistant *</u>	<u>\$20.54</u>	<u>\$30.81</u>

3. Hourly rates and performance rates effective August 1, 2021 all including a 2.5% increase

	<u>Straight</u>	<u>Overtime</u>
<u>High Riggers</u>	<u>\$30.34</u>	<u>\$45.51</u>
<u>Truck Loaders</u>	<u>\$27.34</u>	<u>\$41.01</u>
<u>Stagehands/Wardrobe</u>	<u>\$19.93</u>	<u>\$29.89</u>
<u>Performance/Rehearsal</u>	<u>\$74.03</u>	
<u>Performance/Rehearsal – Sundays and Holidays</u>	<u>\$111.04</u>	
<u>Technical Assistant *</u>	<u>\$21.05</u>	<u>\$31.58</u>

***If an Technical Assistant is utilized for an event, then it shall be exempt from Article IV, Section 4(e) – Meal Periods and Article IV, Section 6 - Performance.**



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: July 24, 2019

SUBJECT: Space for the Champaign-Urbana Special Recreation (CUSR) Program

Background

The Spalding Recreation Center was constructed in 1974 at a cost of \$80,000. The facility was approximately 2,500 sq. feet and was used by CUSR for their afterschool and summer day camp programs. The facility was in very poor condition and its design did not serve CUSR programs and participants very well since it was basically a one room facility with restrooms, storage, and an office.

The Park Board approved of demolishing the Spalding Recreation Center and is looking to replace it with a new 2,500 to 3,000 sq. foot recreation center for CUSR programs. Currently, CUSR programs are using Unit 4 schools for summer day camps and the Hays Recreation Center for afterschool programs and to house staff.

In response to this action, Park District staff contracted with Reifsteck Reid & Company Architects (Reifsteck) to study options 1 and 2 for CUSR program space. A copy of the Preliminary Space Study of options 1 and 2 by Reifsteck is attached. Options 3 and 4 were generated by staff. The options are as follows:

Option 1) Simple replacement of the lost space formerly at Spalding Park and relocated to Hays Center.

Option 2) Repurposing the Bi-Centennial Center/Cage. The facility and site will require extensive renovations. The Cage is in the last year of its three year contract. If this option is chosen, the Park District would opt not to renew a contract with The Cage.

Option 3) Construct a new building to replace the existing Bicentennial Center and provide program space for CUSR afterschool programs and summer day camp. It also could be used to provide restrooms and storage space for the Lindsey Tennis Center.

Option 4) Construct a new building for CUSR and Prairie Farm (Farm) adjacent to the Farm on the south end of Centennial Park. The facility would not only support CUSR programs but also help improve the office space, education space and program space for the various Prairie Farm programs. The 5,000 sq. ft. facility could be the new entrance to the Farm with one-half of the facility designated for CUSR and one-half used for the Farm.

Recommendation

This item is for discussion only. Staff is seeking Board consensus on which option would be worth taking to the next level for further development.



**REIFSTECK
REID**

FINAL SUBMITTAL

CHAMPAIGN PARK DISTRICT- CU SPECIAL RECREATION

PRELIMINARY SPACE STUDY OPTIONS

706 Kenwood Drive, Champaign IL 61821

30MAY19

RRCo 201873



**CHAMPAIGN
PARK DISTRICT**

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REIFSTECK REID & COMPANY ARCHITECTS

909 Arrow Road
Champaign IL 61821
217.351.4100

CONSULTING ENGINEER

GHR Engineers & Associates Inc
1615 S Neil Street
Champaign IL 61820
217.356.0536



SUMMARY

With demolition of program space at Spalding Park, CU Special Recreation (CUSR) is in need of facilities to accommodate their many activities. Most activities are currently held at the Hays Center, but that facility is shared with Senior Programs. Ideally, CUSR would have facilities that are primarily used only for their programs.

Reifsteck Reid & Company Architects (RRCo) was engaged to study several options for facility improvements for CUSR. After initial concepts, this report focuses on two options:

Option 1) Simple replacement of the lost space formerly at Spalding and relocated at the Hays Center.

Option 2) Repurposing the Bicentennial Center / Cage

This study is a preliminary "high-level" examination of each option. Costs developed are not detailed. The costs should be used **only for relative comparative purposes**. The work of this effort should be used as a starting point for more detailed focus and study of the desired option so that costs can be better defined.

OPTION 1—Replace space lost at Spalding Park with new space at the Hays Center site.

A building addition at the Hays Center would impact the current parking lot and drives. Existing building systems will not support an addition of this size and existing code deficient conditions may require upgrades if an addition is planned.

As a result, this study contemplated new space as a stand-alone building south of the existing facility. Though building improvements may be desired at Hays, they would likely not be required as a consequence of the new space nor are they included in the cost summary of this option.

We recognize that a new building would require an entrance-way, restrooms, and space for mechanical systems. New utility services would also be required. Parking could be enlarged, but it is our understanding the park district has been able to establish their own parking needs without following the City zoning ordinance.

ADVANTAGES

Initial cost

Accessible playground is a recent addition at this site

DISADVANTAGES

Congests site

Inadequate parking

Removal of current park amenities

Some conflicts with separate programs use the facility

Does not meet CUSR programmatic needs

Loss of the tennis courts



EXISTING TO REMAIN

MULTI-PURPOSE 2500 SF	LOBBY 288 SF
	MEN 120 SF
	WOMEN 120 SF
MECH./STOR 375 SF	

EXISTING BUILDING: 5,525 SF
PROPOSED ADDITION: 3,403 SF



HAYS PROPOSED DESIGN - OPTION 1
SCALE: 1" = 40'-0"



REIFSTECK
REID

Hays Center Expansion - Stand Alone Building			
	<i>area</i>	<i>\$/SF</i>	<i>total</i>
New Construction	3,403	\$185	\$629,555
Sitework	1	\$250,000	\$250,000
MEP	1	\$250,000	\$250,000
<i>Subtotal</i>			<u>\$1,129,555</u>
Contractor Bonds, OH&P	15%		\$169,433
Contingency	15%		\$169,433
Total Facility Probable Cost			\$1,468,422

OPTION 2—Make improvements to the Bicentennial Center / Cage

The existing Bicentennial Center / Cage building is approximately 12,750 SF. We received direction to bring this building back into working condition, no interior construction for program needs, but just make the building habitable for use.

Anticipated improvements include: metal roof and wall panel replacement; paint gym floor with epoxy paint, paint interior walls, and miscellaneous building repair. We feel the existing restrooms should be modified so they are compliant with handicapped accessibility codes.

Mechanical/electrical/plumbing repairs should include a new temperature mixing valve on the domestic hot water, replace the boilers, replace the condensing unit, replace the cooling coil in the multi-zone unit, provide a single zone heating/cooling unit for the gym, provide heating/cooling systems for the restroom/locker room, replace pneumatic controls with digital controls, replace gym lighting with LED, replace fire alarm system, and increase the electrical service size to accommodate the new cooling load.

Program comprises will be required in this building.

ADVANTAGES

Cost

Proximity to Sholem Pool and the Leonhard Center

Adjacent parking

DISADVANTAGES

New accessible playground is required

Some unknowns when remodeling an existing building

The existing building does not provide all programmed spaces

Loss of a tenant

Structural settlement issue will need to be addressed.

Bicentennial Center/Cage

	<i>quantity</i>	<i>\$/SF</i>	<i>total</i>
Roof and wall panels demo	19,400	\$2.00	\$38,800
Paint - Interior Walls	11,900	\$1.50	\$17,850
Gym Floor - Epoxy Painted	7,760	\$2.00	\$15,520
Roof and wall panels	19,400	\$16.00	\$310,400
Misc building repair	1	\$35,000.00	\$35,000
MEP	1	\$449,000.00	\$449,000
Remodel Restrooms for ADA compliance		\$55,000.00	\$55,000
<i>Subtotal</i>			<i>\$921,570</i>
Contractor Bonds, OH&P	15%		\$138,236
Contingency	15%		\$138,236
Building Remodel Probable Cost			\$1,198,041

GENERAL CONDITION ASSESSMENT

Conditions were generally assessed at the Hays Center and the Bicentennial Center / Cage. Those assessments follow.

HAYS CENTER

EXTERIOR CONDITIONS

East Elevation

1. Masonry is in generally good condition. Tuckpointing is needed in a few locations. Some of the tuckpointing is required adjacent downspouts which may indicate leaks in the gutter/downspout system.
2. Some masonry is discolored near the bottom of the walls which often indicates splash-back from the ground. Since gutters seemed to be full of debris, water may be overflowing the gutters and cascading down.
3. Gutters need to be cleaned. Splash blocks are missing at some downspouts.
4. Brick rowlocks are used as window sills and some of these have deteriorated mortar. Generally a rowlock is not a good detail because of reliance on mortar joints that are basically flat to deflect water. Over time, the mortar may deteriorate which allows water into the wall cavity. Recommend a different detail in these locations.
5. Window sealants appear end-of-life as they seem brittle and have pulled away from adjacent surfaces. These should be replaced.

North Elevation

1. Metal panels in the former storefront window are delaminating and should be replaced.
2. Gutters need to be cleaned.
3. Stone masonry is stained. Appears to be the result water rolling off the roof and down the face of the storefront area.

West Elevation

1. Tudor style gable ends need repair. Painted wood boards are splitting. Did not observe cracks in the plaster, but its apparent age would suggest it is near the end of life.
2. Various cracks in the foundation. Age of cracks is unknown.
3. Deteriorated pavement at the exit door should be replaced to eliminate a tripping hazard.
4. Reposition splash block.



Masonry tuckpointing needed near downspout



Gutters need cleaning



Deteriorated brick rowlock

South Elevation

1. Gutter repair required. Likely caused from bus traffic on the site.
2. Brick rowlocks are used as window sills and some of these have deteriorated mortar. Generally a rowlock is not a good detail because of reliance on mortar joints that are basically flat to deflect water. Over time, the mortar may deteriorate which allows water into the wall cavity. Recommend a different detail in these locations.
3. Masonry repair is required near the exit door.

Roofs

1. CUPD staff indicated roof systems are relatively new with no known problems.

INTERIOR CONDITIONS

1. Aluminum/glass entrance doors need seals replaced. Daylight can be seen through a gap in the pair of doors. There is no weather vestibule on this building. Adding one would be a benefit and help to save energy costs.
2. Entrance and corridor carpet is worn and in need of replacement.
3. Glass cases in corridor – could not find a label indicating this is tempered glass, and it did not appear to be laminated safety glass. The type of glass should be changed immediately (or removed) so as not to be a hazard.
4. Carpet in offices appeared to be in fair condition.
5. Vinyl composition floor tile throughout the building appeared to be in good condition.
6. Kitchen cabinets were in good condition.
7. The room in the southwest portion of the building had several nail holes in the drywall. Aesthetically these could be filled and painted. An upper window had what appeared to be a loose gasket.
8. Ceiling tile was aged and dirty near mechanical supply vents.
9. Restrooms were in good condition but they are not handicapped accessible.
10. Generally, the interior of the building could be freshened with new paint, carpet, and ceilings.

FIRE PROTECTION

1. The building does not have a sprinkler system.



Deteriorated wood trim



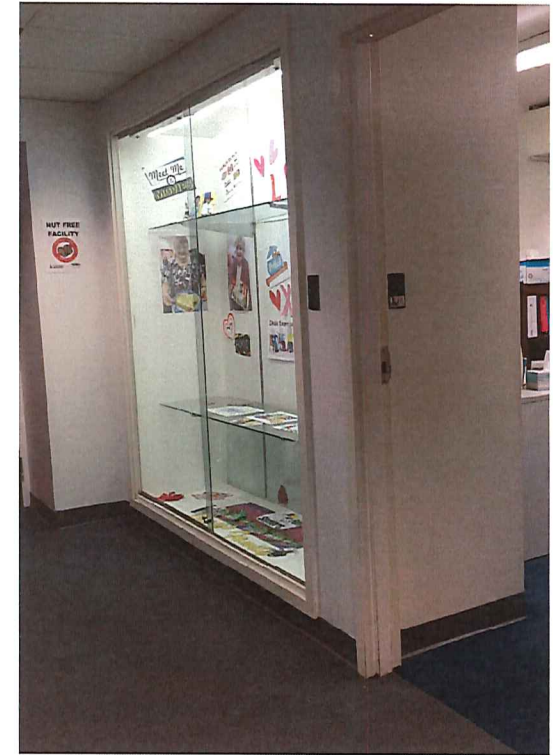
Pavement near exit door

PLUMBING

1. Has what appears to be a 1-1/2" water service.
2. Fixtures are fairly new. Floor-set flush tank water closets. Wall-hung lavs with mixing valve faucets.
3. Not clear if fixtures are ADA-accessible.
4. The water meter is inside the building.
5. Water piping is copper.
6. Visible water piping typically lacks insulation.
7. There is an A.O. Smith 38 gallon water heater with 40 mbh input in Mechanical Room with furnace. Installed in 2004.
8. There is no Thermostatic Mixing Valve.
9. It appears the second water heater installed in 1974 for 180EF water to the dishwasher has been removed.
10. There's evidence of there once being a recirculation pump (switch) but the pump was not located.
11. Piping to the south addition appears to run under the floor.
12. The building has natural gas.

HVAC

1. The entire building is heated and cooled by, apparently, two systems.
2. One system is in a room adjacent to the west wall: Diamond 80 non-condensing furnace installed in 1999; has retrofit cooling coil section, Intertek CC060A36, likely 5 ton, two coils in one module; air-cooled condensing unit immediately outside on grade, Ruud; this system generally conditions the south part of the building, has a humidifier that is likely not functional; has combustion air; type B vent; residential thermostat.
3. The other system appears to be an upflow furnace in a closet on the floor working in conjunction with a cooling module in the attic. The attic was not accessible at time of the tour. CPD later furnished photos of this unit. Furnace is Bryant Plus 80 non-condensing type; type B flue; has combustion air; appears to have a new gas valve and control board; ductwork is lined sheet metal; there is a reference to a fire damper in the duct, but did not locate one; air-cooled condensing unit is likely the old York on the west side of the building; residential thermostat.
4. Refrigerant pipe insulation, where visible, needs replaced.
5. Have a commercial-looking range hood. No Ansul system.
6. Spot heating is electric.



Glass cases—verify safety glass is installed

ELECTRICAL

1. Overhead electrical service to exterior main disconnect on west wall. 400 amp, 120 / 208 volt, 3 phase, 4 wire.
2. Two 400 amp panels on west wall just inside from the main disconnect switch.
3. Lighting is predominately fluorescent. Appears to be T12.
4. Appears to have adequate receptacles and circuits.
5. Exit lights are AC/DC.
6. Emergency lights are battery packs.
7. Has a fire alarm system: FACP is FireLite MS5024UD; have some smoke detectors; have audiovisuals and strobes
– not clear if ADA compliant; monitored by FE Moran.
8. Appears to have fiber optic service.
9. Cooking ranges are electric.

BICENTENNIAL CENTER / CAGE

EXTERIOR CONDITIONS

South Elevation

1. West downspout is disconnected.
2. Masonry crack near west corner should be repaired.
3. Window frames need to be painted.
4. East downspout needs to be replaced.
5. Stair step masonry crack near east end and also some cracked masonry near the lower east corner.

East Elevation

1. May want to consider adding a gutter on the sloped roof.

North Elevation

1. Pavement repair required adjacent the exit doors.
2. The sidewalk adjacent the north wall slopes toward the building. It should be replaced.
3. Masonry repair is required on a few of the pilasters.

West Elevation

1. Some masonry repair required.
2. Sidewalk slope from the exit door is too great for handicapped accessibility.

INTERIOR CONDITIONS

1. Refer to Fraenhoffer and Associates Report dated March 25, 2014. Structural concerns outlined in that report are still evident.
2. Reports of water leakage from the roof.
3. Roof and building insulation appears to be minimal.
4. Cabinets should be replaced.
5. Interior would require painting if occupied by the Park District.
6. Foyer doors to the multi-purpose room should be replaced.
7. Conditions within the multi-purpose room were not easily viewed due to batting cages occupying that space.



Disconnected downspout



Stair-stepped masonry crack

8. Restrooms do not meet the current handicapped accessibility code.
9. Some interior doors do not appear to have proper maneuverability clearances to meet the handicapped accessibility code.

FIRE PROTECTION

1. There is no fire suppression system.

PLUMBING

1. Built with locker rooms, showers, and gang toilets. High occupancy.
2. The fixtures appear to be original.
3. 2" water service.
4. Water meter inside the building has a BPV – unknown as to why.
5. Water piping is copper.
6. Insulation is Armaflex.
7. Water heater is AO Smith 50 gallon with 65 mbh input. This is a replacement from the original 100 gallon, 199.9 mbh unit.
8. Two insulated hot water storage tanks, appear to be 50 and 60 gallon. Not original to the building.
9. Has a hot water recirc pump.
10. No thermostatic mixing valve.
11. Showers may have been removed. Room was used for storage, so access was limited.
12. Building has natural gas.

HVAC

1. The single boiler is on the mezzanine. Weil McClain sectional cast iron with power burner. Boiler size PG586. Boiler was taken apart in 2004. Casing is corroding. Should be replaced.
2. Type B flue.
3. Has combustion air.
4. One base-mounted heating pump. This is a replacement.
5. Heating pipe insulation should be tested for ACM.
6. People spaces are heated and cooled by a Trane multi-zone unit on the mezzanine. Has a hot water heating deck and DX cooling deck.

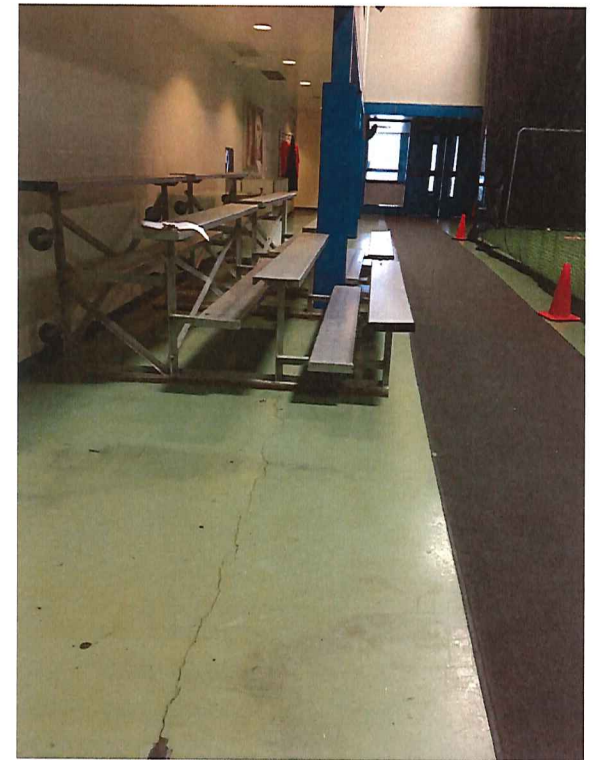


Pavement settlement at north wall

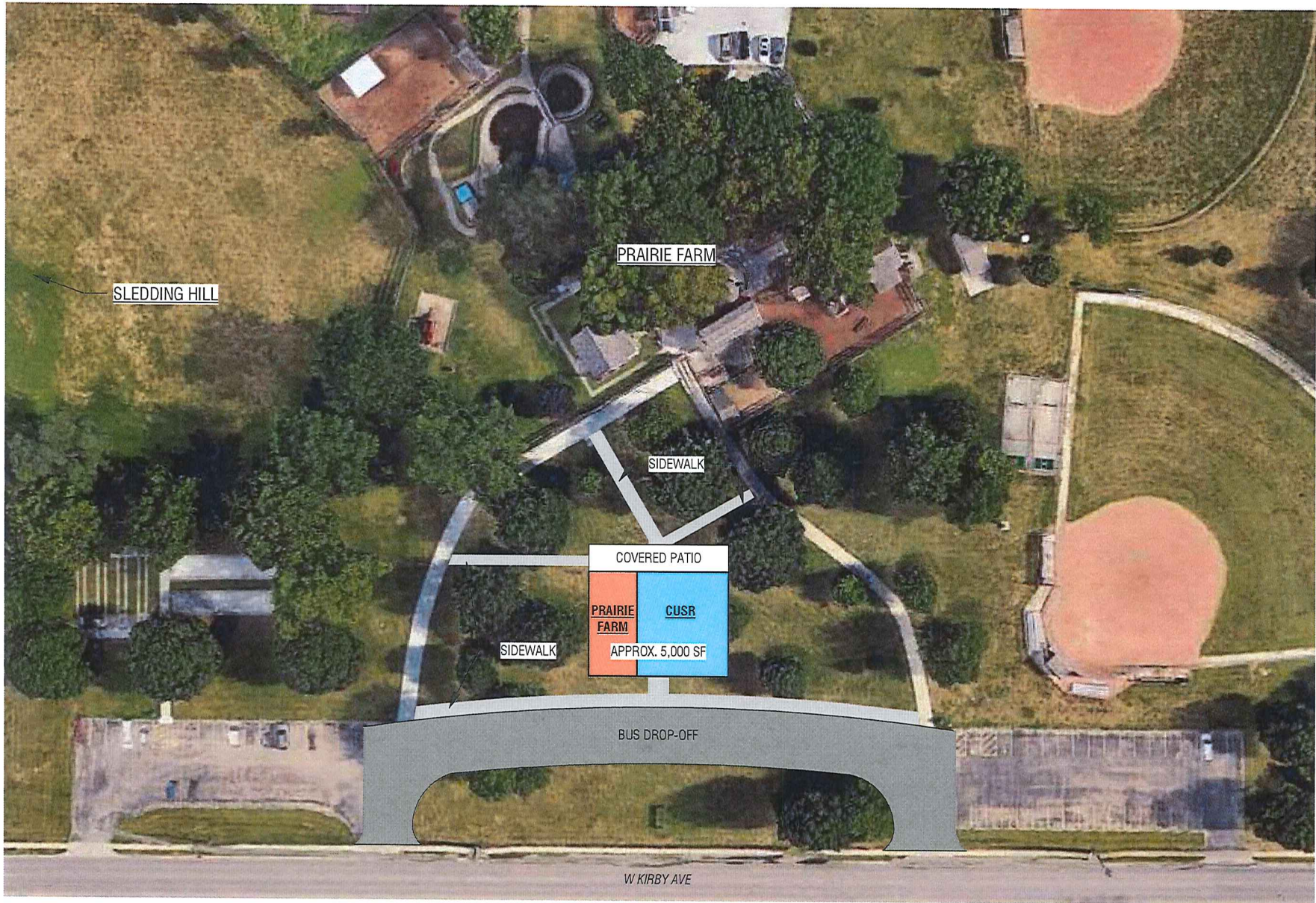
7. There are seven blades on the multi-zone discharge with three pneumatic operators. It is not clear what function the other four blades have – there is no external linkage on them.
8. The condensing unit is Trane. Located on the west side of the building at grade. This unit appears to be original.
9. The gym is not cooled.
10. There are propeller unit heaters in the gym.
11. The gym has a large free-cooling system with intake on one wall and exhaust fans on the other.
12. Lockers and toilet rooms have mechanical exhaust.
13. Controls are pneumatic.
14. The original temperature control air compressor in the mezzanine is non-functional.
15. A standard tire-filling compressor on the main floor is hose connected to the original tank. This is the wrong kind of compressor. The pneumatic lines can be expected to be contaminated with oil or water or both.

ELECTRICAL

1. Underground electrical service from pad-mounted transformer.
2. There is an exterior main disconnect switch feeding the main distribution panel (MDP).
3. MDP is located in the janitor closet. 400 amp, 120 / 208 volt, 3 phase, 4 wire.
4. Original mercury vapor lights in the gym have been retrofitted with T5HO fluorescent. Gym seems dark, perhaps due to old or failed lamps.
5. Fluorescent fixtures elsewhere in the building appear to be old style T-12s.
6. Can-type fixtures have typically been retrofitted with CFL's.
7. Electric hand dryers in toilet and locker rooms.
8. There are a reasonable number of receptacles.
9. Exit lights are AC / DC.
10. Emergency lights are battery packs of various vintages.
11. There is a fire alarm system. FACP is Ademco to which a battery cabinet and monitoring have been added. This is a candidate for replacement.
12. There are fire alarm pull stations and audiovisual alarms. Not clear if fully ADA compliant.
13. Fire alarm system is monitored by FE Moran.
14. No evidence of fiber optic service in the room containing the phone service.



Interior slab crack



1
A101

SITE PLAN
FIRST FLOOR
1" = 80'-0"

