



AGENDA

SPECIAL BOARD MEETING REMOTE MEETING HELD VIA TELECONFERENCE

The President of the Board of Commissioners has determined that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act is not practical or prudent because of the COVID-19 disaster. (As permitted by Governor Pritzker's Executive Order 2020-07, 2021-05, and Public Act 101-0640)

Citizens may participate in the zoom meeting by going to the following web address:

<https://us02web.zoom.us/j/85482935175?pwd=YS9tcGIEWjNvK1IPZIBOeEszNE03Zz09>

For online video access, please use the following Meeting ID and Password when prompted:

Meeting ID: 854 8293 5175

Password: 094510

Alternatively, the meeting may be accessed by telephone at:

1-312-626-6799, If prompted for the following items, please enter:

Meeting ID: 854 8293 5175, followed by the # symbol

Password: 094510, followed by the # symbol

Citizens will be offered an opportunity to speak to the Board during the public comment portion. To facilitate this and not have individuals speaking over one another, the Park District kindly requests that individuals wishing to address the Board via the conference line during public comment notify the Park District via email, as noted below, of their intent to address the Board. Alternatively, citizens may submit public comments by email prior to the Board meeting, to be announced by the Park Board President during the public comment portion of the meeting. Email submissions (notice of intent to speak or comment via email) should be submitted by Noon on Wednesday, April 28, 2021, and sent to joe.deluce@champaignparks.org.

**Wednesday, April 28, 2021
5:30 p.m.**

A. CALL TO ORDER

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

C. NEW BUSINESS

1. Approval of a Resolution Establishing Authority for the Executive Director to Execute Change Orders
Staff recommends approval of a resolution establishing the Executive Director's authority to execute contracts including change orders, amendments, and/or time extensions as it relates to specific projects approved by the Board for FYE22. **(Roll Call Vote)**
2. Approval of Bid for Replacing the HVAC System at the Virginia Theatre
Staff recommends the awarding of this bid to the lowest bidder that meets all required specifications, Reliable Plumbing and Heating Company, Champaign, IL, at the total bid amount, including both alternates, of \$1,053,050.00 and requests the Board to authorize the Executive Director to enter into a contractual agreement for this work. **(Roll Call Vote)**
3. Approval of Merit Increase and Salary Class Adjustment
Staff recommends approval of a merit increase of 2.5% or 3.0% for qualified full-time employees. Staff also recommends the Park Board approve the increases in classifications. **(Roll Call Vote)**

Special Board Meeting

April 28, 2021

Page 2

4. Approval of the Park District FY22 Facility Fee Schedule
Staff recommends approval of the Facility Fee Schedule for May 1, 2021 through April 30, 2022.
(Roll Call Vote)
5. Approval of IGA with Champaign County Clerk for Election Boxes
Staff recommends the Park Board approve the extension of the IGA with the County Clerk's office for the placement of ballot boxes in Centennial and Douglass Parks. **(Roll Call Vote)**
6. Approval of Accepting Contingency Request for Flooring at the CUSR Center
Staff recommends accepting the Contingency Use for the flooring and allowing the Executive Director to enter into an agreement to complete the work for the total amount of \$12,396.00. **(Roll Call Vote)**

D. DISCUSSION ITEMS

1. Board Policy Manual Updates
 - a. Family and Medical Leave Act Policy
 - b. Recording and Disposal of Closed Session Minutes Policy

E. COMMENTS FROM COMMISSIONERS

F. ADJOURN

Champaign Park District

RESOLUTION

WHEREAS, the Champaign Park District is a municipal corporation located in Champaign County, Illinois, and is a park district organized and operating pursuant to the provisions of the Park District Code (70 ILCS 1205/1-1 et seq.); and

WHEREAS, the Board of Commissioners of the Champaign Park District has approved various capital projects;

WHEREAS, the Board of Commissioners of the Champaign Park District award contracts for specific projects to the lowest responsible bidder;

WHEREAS, from time to time the appropriate officers of the Champaign Park District may be unavailable to execute the necessary contracts or other related documents including change orders due to circumstances that call for prompt action in order to meet completion deadlines;

WHEREAS, the Board of Commissioners of the Champaign Park District has determined that the Executive Director may, from time to time, execute contracts and all related documents including change orders, amendments and/or time extensions; and

WHEREAS, the Board of Commissioners of the Champaign Park District has decided to clarify and grant authority to the Executive Director to execute contracts including change orders on behalf of the Champaign Park District related to specific projects approved by the Board;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of the Champaign Park District hereby authorizes the Executive Director to execute all contracts including change orders, amendments, and/or time extensions as they relate to specific projects. The Executive Director shall obtain a written determination that one or more of the following exists: (1) the circumstances necessitating the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change is in the best interests of the Champaign Park District and authorized by law. Such contractual obligation shall not exceed \$20,000; and provided further that, the Board of Commissioners shall be informed of the nature and extent of all such contracts in the manner and form that it deems necessary and appropriate within its sole discretion, and shall confirm, approve and ratify at its next regular board meeting any and all change orders or series of change orders which increase or decrease any such contract amount by a total \$10,000 or more or the time of completion by a total of 30 days or more, effective until April 30, 2022.

APPROVED by the President and Board of Commissioners of the Champaign Park District this 28th day of April 2021.

(SEAL)

ATTEST:

APPROVED:

By: _____,
_____, Secretary

By: _____
Craig W. Hays, President



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 28, 2021

SUBJECT: Virginia Theatre HVAC Upgrade

Background

In March 2020, GHR Mechanical and Consulting Engineers concluded a study on the Virginia Theatre auditorium air conditioner. The study found that the existing air conditioner lacks the capacity to adequately cool the auditorium, and a number of safety and access deficiencies were also identified.

In May, 2020, Park District staff applied for a Public Museum Capital Grant in the amount of \$750,000.00 from the State of Illinois Department of Natural Resources (IDNR) to support the Virginia Theatre HVAC project.

On November 18, 2020, IDNR notified the Park District that it had been awarded the Public Museum Capital Grant in the full amount of \$750,000.00. The fully executed grant agreement was received on March 19, 2021. Staff, along with GHR Engineers, immediately proceeded with biddable construction documents. At that point, it was decided to add the replacement of the east lobby roof top unit (RTU) to the scope of the project. It is 20 years old and nearing the end of its useful life. This project was let to bid on March 25, 2021.

Two (2) alternate bids were specified for this project. The first being additional cooling for the stage area to help with performances. The second being the addition of a needlepoint ionization system to help with air purification.

Ameren incentives for this project are estimated to be around \$15,500. Substantial completion for all work, is set at August 13, 2021.

Prior Board Action

The Park Board authorized staff to apply for an IDNR Public Museum Grant of up to \$750,000.00 to support the Virginia Theatre HVAC project at the March 11, 2020 regular meeting.

The Park Board approved an agreement, in the amount of \$71,879 (includes \$4,000 of reimbursable structural analysis), with GHR Mechanical and Consulting Engineers for professional services through 50% contract documents at the September 9, 2020 regular meeting.

Following the announcement that the District was awarded the IDNR Museum Grant, the Park Board approved a modification to GHR's contract, in the amount of \$62,415, for additional professional services, at the January 13, 2021 regular meeting.

The Park Board approved the FY 21/22 capital budget at the April 14, 2021 regular meeting.

Bid Results

An invitation to bid was published in *The News-Gazette*. The bids were opened and read aloud on Thursday, April 15, 2021. The bid results are as follows:

Bidder	Base Bid	Alt #1 (stage cooling)	Alt #2 (needlepoint ionization)	Total Amount
Reliable Plumbing and Heating Company, Champaign, IL	\$997,900	\$41,520	\$13,630	\$1,053,050
United Mechanical Group, Inc., Champaign, IL	\$990,930	\$74,400	\$16,700	\$1,082,030

Budget Impact

\$1,300,000 was budgeted in the FY 21/22 Capital budget for HVAC system upgrades and life safety improvements at the Virginia Theatre.

The District was awarded a \$750,000 Illinois Department of Natural Resources Museum grant in November 2020, leaving \$550,000 to be paid for by the District.

Attached is an updated budget recap, with design and bid contingencies removed, for the project.

Recommended Action

Staff recommends the awarding of this bid to the lowest bidder that meets all required specifications, Reliable Plumbing and Heating Company, Champaign, IL, at the total bid amount, including both alternates, of \$1,053,050.00 and requests the Board to authorize the Executive Director to enter into a contractual agreement for this work.

Prepared by:

Reviewed by:

Bret Johnson
Assistant Director of Operations

Steven Bentz
Virginia Theatre Director



JW Aquino, AIA
President April 20, 2021

LE McGill, PE, LEED AP, BD+C
Executive Vice President

JN Gleason, PE, LEED AP
Vice President

KM Siuts
Secretary-Treasurer

Senior Associates
RA Feese
TL Hinton, PE
JG Meerdink
DB White, CDT/CCCA

Associates
GW Gaither, CET
MS Hall, PE
RC Van Note, PE

Mr. Bret Johnson
Grounds and Maintenance Supervisor
Champaign Park District
Operations Facility
2311 West John Street
Champaign, IL 61821

SUBJECT: 7251 Virginia Theatre Auditorium HVAC System
Letter of Recommendation

Dear Bret:

Here are the bid results from April 15, 2021:

Bidder	Base Bid	Alt Bid 1 (Stage Cooling)	Alt Bid 2 (Needlepoint Ionization)	Total
Reliable	\$997,900	\$41,520	\$13,630	\$1,053,050
United Mechanical	\$990,930	\$74,400	\$16,700	\$1,082,030

It is our understanding the District wants to take both the alternate bids. That makes Reliable the low bidder with their total of \$1,053,050. You'll note that the second low bid is very close to Reliable's bid. This suggests good competitive bids.

Attached is an updated budget recap showing the entire budget picture. We've taken both the design contingency and the bid contingency to zero as those phases are complete. We've kept the construction contingency at 10%.

The project cost, carrying the recommended 10% construction contingency is now \$1,305,649 based on Reliable's bid. (Note, this is \$9,822 higher than the previous figure from the 50% CD submittal.)

Mr. Bret Johnson

Page 2

April 20, 2021

GHR recommends that the Champaign Park District accept the bid from Reliable Mechanical Co. Please do not hesitate to contact us if you have any questions or concerns regarding what I have written here.

Very truly yours,

GHR ENGINEERS and ASSOCIATES, Inc.



Jim Gleason

JNG/smh
Attachment
 Bid Tab
 Updated Budget Recap

cc: John Meerdink - GHR

2021.04.13 Letter of Recommendation.JGM.wpd



(217) 356-0536

ghrinc.com

Bid Tabulation Form

PROJECT NAME: Virginia Theatre Auditorium HVAC Upgrade
CLIENT: Champaign Park District
LOCATION: Champaign, Illinois
GHR PROJECT: 7251

DATE: April 15, 2021

TIME: 10:00 am

Contractor	Addenda	Bid Security	Base Bid	Alternate Bid No. 1	Alternate Bid No. 2	Remarks
Reliable Plumbing & Heating Company	✓	✓	\$997,900	\$41,520	\$13,630	\$1,053,050
United Mechanical Group, Inc.	✓	✓	\$990,930	\$74,400	\$16,700	\$1,082,030

Revised April 20, 2021
 Revised February 2, 2021 / Revised January 19, 2021
 Revised January 6, 2021 (Add RTU-1)
 Revised December 24, 2020
 November 17, 2020

GHR No. 7251

HVAC Study - Virginia Theatre
 Champaign Park District
 Budget Recap

	Total
Construction Cost Low Bid	\$997,900
Alternate Bid - Separate Stage Cooling Low Bid	\$41,520
Alternate Bid - Needlepoint Ionization Low Bid	\$13,630
Combined Subtotal	\$1,053,050
Design Contingency 0%	\$0
Subtotal "A"	\$1,053,050
Bid Contingency 0%	\$0
Subtotal "B"	\$1,053,050
Construction Contingency 10%	\$105,305
Subtotal "C"	\$1,158,355
A/E Basic Fee	\$130,294
Reimbursable Expenses	
Structural Analysis - Allowance	\$10,000
Printing - Allowance	\$1,000
Advertising	\$1,000
Site Observation - Based on 12 Weeks Construction	\$5,000
Total	\$1,305,649

Revised April 20, 2021
Revised February 2, 2021 / Revised January 19, 2021
Revised January 6, 2021 (Add RTU-1)
Revised December 24, 2020
November 17, 2020

GHR No. 7251

HVAC Study - Virginia Theatre
Champaign Park District
Budget Recap

Estimated Ameren Incentives	
Demand Controlled Ventilation	\$1,649
Gas Boilers	\$7,000
VFD on Motors	\$2,812
Gas Boiler controls	\$1,500
Unitary and Split Air Conditioning System	\$1,600
RTU	\$900
Total	\$15,461



**CHAMPAIGN
PARK DISTRICT**

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 28, 2021

SUBJECT: Full-Time Staff Wages and Classifications

Introduction

It has been the policy of the Park Board of Commissioners and the Executive Director to recognize that employees are our greatest resource and to compensate them fairly within the context of the Park District's budget. When fully staffed, the Park District employs 80 Full-time employees, this includes the Executive Director and CUSR staff. This past year the staff have excelled during difficult circumstances and have put their health at risk by coming into work! I feel they have merited a percentage increase, so I am recommending the Park Board consider an annual wage increase to reward full time staff for their exceptional accomplishments and efforts.

Prior Board Action

Fiscal Year	Approved Increase Percentage	Approved Increase Pool		Estimated Additional IMRF Costs
2008-09	4.00%	\$ 90,000		
2009-10	2.50%	\$ 62,965		
2010-11	2.30%	\$ 57,500		
2011-12	2.20%	\$ 59,343		
2012-13	3.20%	\$ 96,707		
2013-14	3.50%	\$ 90,968		
2014-15	3.00%	\$ 97,000		
2015-16	3.00%	\$ 90,500		
2016-17	2.50%	\$ 73,955		
2017-18	2.50%	\$ 76,188		
2018-19	3.00%	\$ 96,308		
2019-20	3.00%	\$ 96,927		
2020-21		\$75,000	One-time bonus check	
2021-22	3.25%	\$ 93,103.81	Merit and wage classification increase	\$5,480.71
	3.0%	\$ 85,658.03		\$5,042.41
	2.5%	\$ 71,556.27		\$4,212.27
	2.0%	\$ 57,457.84		\$3,382.35
2020-21	This was a one-time bonus to eligible employees as determined by the Executive Director			
NOTE	Each year wage increases include all FT1 and FT2 positions, except the Executive Director and CUSR staff. The IMRF additional contribution is based on the 6.1% employer rate for 2021, and the preliminary employer rate for 2022 of 5.46%			

Background

Last fiscal year the Board approved a one-time bonus check in November of 2020 for all staff with a total pool of \$75,000. Current annual wages are at \$3,361,969.79, which includes all Park District staff positions except the Executive Director and CUSR staff, those positions were included in the FY 21 bonuses.

The proposed wage increase excludes the seven full-time 2 positions that were recently approved to be reclassified to full-time 1, any position that has been hired in the past six months. Additionally, any position filled within the last year will be pro-rated on the amount of their increase based on the number of months worked in the past 12 months.

In addition, the Executive Director and CUSR positions are not included in the proposed increase. We currently have several full-time positions still open and yet to be advertised until we know the facility they work in will open; a good example is the Front of House Coordinator at the Virginia Theatre and the Douglass Senior Program Coordinator.

So out of the current 80 full time positions only 59 positions will be eligible for a wage increase in FY 22.

Numerous District staff have provided exceptional work this year to help carry the Park District through a difficult time. Staff continued to work through the pandemic, risking their own health, providing the needed creativity during COVID-19, and working to ensure the safety and health of our buildings, parks and residents remained a top priority. We anticipate additional revenues this spring and summer due to more open programs and facilities when compared to last year. We plan to open the Sholem Aquatic Center, Prairie Farm, day camps, sports programs and many other summer events and programs.

The District has also had numerous staff who moved on to other higher paying jobs during the past year and the minimum wage gap between the full-time and part-time staff continues to become closer and closer each year. The District has not increased the bottom of the wage classifications in years. So, in order to hopefully reduce the number of staff that are leaving the District for new opportunities and attract new staff, we are recommending an 8% increase to the bottom and top of the wage classification to be effective on May 1, 2021. All staff are currently at or above the proposed starting wage for their classification, therefore there will not be any increases necessary to bring the classifications up by the proposed amount. Any staff who are at the top of the range will receive a bonus in lieu of a wage increase.

Proposed Wage Classification Chart

The proposed wage classification increases of 8% was chosen to allow the lowest class to experience a \$1/hour increase. Staff feels this is necessary since we have experienced almost a \$3 increase in the minimum wage over the past few years. Staff have not proposed to increase the bottom of the wage chart during those years. Staff normally have proposed an increase for the top of the wage chart, but staff feel it would be important to make sure our full-time staff is making more than our part-time and seasonal staff. No current staff will receive an automatic increase based on the 8% increase to the bottom of the wage chart. In addition the mid-range of the classifications was changed to be 50% between the bottom and the cap for each class level.

POSITION CLASSIFICATION	FY19-20/20- 21 STARTING WAGE RANGE	FY19-20/20- 21 WAGE MAXIMUM	FY21-22 STARTING WAGE RANGE	FY21-22 WAGE MAXIMUM
CLASSIFICATION I				
Building Service Worker Dance Arts Director Grounds Worker I Horticulture Worker I Maintenance Worker I Receptionist I Special Projects Worker I Sports Field Worker I Trash/Recycling Worker	\$12.50/hour (\$26,000) TO \$15.00/hour (\$31,200)	\$20.71/hour (\$43,077)	\$13.50/hour (\$28,080) TO \$17.61/hour (\$36,629)	\$21.71/hour (\$45,219)
CLASSIFICATION II				
Accounting and Procurement Clerk Senior Coordinator Administrative Assistant Facility Coordinator I Grounds Worker II Horticulture Worker II Maintenance Worker II Preschool Supervisor Receptionist II Special Projects Worker II Sports Field Worker II Youth Theatre Director	\$13.31/hour (\$27,693) TO \$15.71/hour (\$32,683)	\$21.52/hour (\$44,767)	\$14.37/hour (\$29,900) TO \$18.80/hour (\$39,104)	\$23.24/hour (\$48,343)

CLASSIFICATION III				
Accounts Payable Coordinator	\$16.13/hour (\$33,554)	\$26.09/hour (\$54,267)	\$17.42/hour (\$36,234)	\$28.18/hour (\$58,609)
Box Office Manager	TO		TO	
Building Service Worker Supervisor	\$19.36/hour (\$40,269)		\$22.80/hour (\$47,424)	
Facility Coordinator II				
Cultural Arts Coordinator				
CUSR Adult Program Coordinator				
CUSR Athletics & Volunteer Coordinator				
CUSR Inclusion Coordinator				
Douglass Park Program Coordinator				
Front-of-House Coordinator				
Graphic Designer				
Grounds Specialist				
Horticulture Specialist				
Maintenance Specialist				
Marketing Coordinator				
Natural Areas Specialist				
Park Planner I				
Special Events/Volunteer Coordinator				
Special Project Specialist				
Sports Coordinator				
Sports Field Foreman				
Trade Specialist				

CLASSIFICATION IV				
Aquatics Manager	\$18.14/hour (\$37,738)	\$29.34/hour (\$61,035)	\$19.59/hour (\$40,750)	\$31.69/hour (\$65,909)
Cultural Arts Manager	TO		TO	
CUSR Program Manager	\$21.76/hour (\$45,261)		\$25.64/hour (\$53,331)	
Douglass Park Manager				
Horticulture Specialist II				
Grounds Specialist II				
Human Resources Manager				
Park Planner II				
Revenue Program Manager				
Special Events/Volunteer Manager				
Sports Manager				
Tennis Center Manager				
Trade Specialists II				
VT Sales & Public Relations Manager				
VT Technical Manager				
CLASSIFICATION V (Salaried)				
Development Director	\$20.73/hour (\$43,118)	\$33.52/hour (\$69,722)	\$46,567	\$75,300
Grounds Supervisor	TO		TO	
Horticulture Supervisor	\$24.87/hour (\$51,733)		\$60,933	
Head Tennis Professional				
Leonhard Recreation Center Manager				
Maintenance Supervisor				
Martens Center Manager				
Risk Manager				
Special Projects Supervisor				
DEPARTMENT DIRECTORS AND ASSISTANT DIRECTORS	Market	Market	Market	Market

Important Items to Note:

- No employees will require an additional increase with the wage classification increase because they are already paid within the new range.
- Since the last Full-Time wage increase in May of 2019, minimum wage has increased by \$2.75/hour.
- In January of 2022 minimum wage will increase again by \$1.00/hour.
- The Full-Time wage classifications have not changed since May of 2019, and the staff are requesting an 8% increase to attempt to keep up with wage compression of the minimum wage staff.
- There was a large turnover of positions in 2020 and 72% of those who left, moved on to higher paying positions.
- The Park District Staff were notified the IMRF Employer rate for 2022 will decrease to 5.46% from the current 6.1% for 2021.

Potential Budget Impact

The potential budget impact on the District's budget depends on the final amount approved by the Park Board for FY22 wage increases.

Recommendation

Staff recommendation is to approve a 2.5% or a 3.0% merit increase for staff as they have done an outstanding job this past year under unusual conditions. Staff also recommends the Park Board approve the increases in classifications.

Prepared by:

Tammy Hoggatt
Director of HR, IT and Risk

Reviewed by:

Joe DeLuce
Executive Director



**CHAMPAIGN
PARK DISTRICT**
Champaign Park District (CPD)
Fee Schedule
May 1, 2021 to April 30, 2022

Current Fees

Facility

Bresnan Center
Douglass Annex
Douglass Annex Kitchen
Douglass Library
Douglass Library Kitchen
Douglass Gymnasium
Hays Center
Hays Center Kitchen
Kaufman Lake Boathouse
Kaufman Lake Fire Ring
Springer Cultural Center
Springer Cultural Center
Springer Cultural Kitchen
Leonhard Activity Room
Leonhard Gymnasium
Leonhard Gymnasium
Leonhard Gymnasium
Leonhard Group Fitness
Leonhard Party Room
Hayrack Ride Rental
Trolley Ride Rental

Current/Proposed Fees

CPD Residents

\$50 per hour
\$50 per hour /**\$55**
\$45 per hour /**\$50**
\$50 per hour /**\$55**
\$40 per hour /**\$45**
\$65 per hour
\$55 per hour /**\$60**
\$35 per hour /**\$40**
\$45 per hour
\$50 flat rate
\$50 per hour /**\$55**
\$35 per hour per add'l room /**\$40**
\$45 per hour + room rental /**\$50**
\$55 per hour
\$125 per hour full gym /**\$140**
\$65 per hour half gym /**\$75**
\$35 per hour ¼ gym /**\$45**
\$35 per hour
\$55 per hour
\$80 (**\$85**) for the first hour and \$55 (**\$60**) for each additional hour
\$105 (**\$110**) for the first hour and \$80 (**\$85**) for each additional hour

Current/Proposed Fees

Non-Profits

\$40 per hour
\$40 per hour /**\$45**
\$35 per hour + room rental /**\$40**
\$40 per hour /**\$45**
\$35 + room rental /**\$40**
\$50 per hour (\$35 ½ gym
\$40 per hour /**\$45**
\$30 + room rental /**\$35**
\$35 per hour
\$40 flat rate
\$40 per hour /**\$45**
\$30 per add'l room /**\$35**
\$40 + room rental /**\$45**
\$45 per hour
\$95 per hour full gym /**\$110**
\$50 per hour half gym /**\$60**
\$25 per hour ¼ gym /**\$35**
\$25 per hour
\$40 per hour

Facility

West Side Park Gazebo
Hessel Pavilion
Centennial Pavilion
Douglass Pavilion
Bristol Park
Porter Park Shelter
Hessel Small Shelters
Toalson Shelter
Sunset Ridge Park Shelter
Zahnd Park Shelter
Powell Park Shelter
Scott Park Shelter

Current Fees/Proposed Fees

CPD Residents

\$30 per hour
\$35 per hour
\$35 per hour
\$30 per hour
\$30 per hour
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee

Current Fees/Proposed Fees

Non-Profits

\$25 per hour
\$30 per hour
\$30 per hour
\$25 per hour
\$25 per hour

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

Turnberry Ridge Shelter	First come first serve or \$20 reservation fee
Spalding Park Shelter	First come first serve or \$20 reservation fee
Mullikin Park Shelter	First come first serve or \$20 reservation fee
Millage Park Shelter	First come first serve or \$20 reservation fee
Mattis Park Shelters	First come first serve or \$20 reservation fee
Morrissey Park Shelter	First come first serve or \$20 reservation fee

- If an individual would like to make sure they have a smaller shelter in our parks they can pay a \$20 reservation fee or take a chance on a first come first serve opportunity. If they pay the \$20 reservation fee, they would receive a written permit that states the day and time they have the shelter reserved. Shelters are rented in two-hour increments. **Each additional hour after the minimum requirement for shelter rentals is \$10 per hour.**
- All non-residents pay 50% more for any rental.
- Urbana Residents are considered CPD Residents.
- ~~Site Supervisor~~ **Appropriate facility staff** is included in the rental for any indoor facility.
- University of Illinois is not subject to a damage deposit nor pre-payment.
- There is no damage deposit for shelter rentals, ~~except for the~~ **but is for the** West Side Park Gazebo and the Pavilions.

All Facility and Pavilion rentals have a two hour minimum + \$100 damage deposit for large rentals. (more than 30 people)

\$50 damage deposit for small party facility rentals. (less than 30 people). ~~Each additional hour after the minimum requirement for shelter rental is \$10 per hour.~~

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

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

Portable Potty-House Unit Fees

Acquiring portable potty-houses are the sole responsibility of permit holder and/or renter and must be approved by the Champaign Park District". **The Champaign Park District strongly suggests use of the it's current approved vendor for this service.**

Indoor Facilities Holiday Fees

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

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

Special Event Fees

Up to 25 persons per day	No Fee
Up to 200 persons per day	\$125
Up to 400 persons per day	\$225
Up to 800 persons per day	\$425
Over 1000 persons per day	\$525

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

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

Tent Permit Fee - \$35 per tent per day

Groups and individuals must have a permit to erect a tent. Location of tent and/or tents must be approved by Director of Operations or Maintenance Supervisor. Placement locations for tents, porta-potties, stages, etc., must be approved by the Champaign Park District".

Showmobile:

~~\$200 refundable deposit to reserve 50% of estimated rental total due at time of reservation~~

A deposit of 50% of the estimated rental total due at time of reservation (the deposit applies toward the rental)

\$550 rental fee for one day

\$600 rental fee for one day

\$100 for show mobile staff (this starts the moment the stage leaves the shop until it returns to the shop) If additional staff is requested, additional fees will apply.

\$150 for show mobile staff

Additional charges may be added if additional equipment is needed.

\$400/day for large generator

\$450/day for large generator

\$35/day for sound equipment

\$50/day for sound equipment

\$35/day Showmobile Theatrical Lighting

\$50/day Showmobile Theatrical Lighting

Movie Truck Rentals:

Includes movie screen, projector, and sound equipment

\$30 deposit (subtracted from the rental fee)

\$65 rental fee

+\$20/hr staff fee

As of January 2022

Field Name	Practice Rate	Game Rate	Supervisor	Lights
Dexter	\$20/2hrs	\$40/2hrs	\$12/hr	\$15/hr
Dodds 3-Plex	\$50/2hr \$25/2hrs	\$90/2hr \$70/2hrs	\$12/hr	\$15/hr
Dodds 4-Plex	\$50/2hr	\$90/2hr	\$12/hr	\$15/hr
Zahnd Little League	\$20/2hr	\$50/2hr	\$12/hr	\$15/hr
Zahnd Pony	\$20/2hr	\$60/2hr	\$12/hr	\$15/hr
Seaman	\$35/2hr \$15/2hrs	\$80/2hr \$40/2hrs	N/A	N/A
Dodds Soccer	\$40/2hr	\$80/2hr	\$12/hr	\$15/hr
Dodds Soccer 11v11	\$20/hr	\$40/hr	\$12/hr	\$15/hr
Dodds Soccer 9v9 or 7v7	\$12.50/hr	\$25/hr.	\$12/hr	\$15/hr.
Dodds Soccer 4v4	\$7.50/hr	\$15/hr.	\$12/hr	\$15/hr.

Baseball/softball fields are rented out in 2-hour increments. Seamen and Dodds Soccer are rented in hour increments with a 2-hour minimum.

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

Dodds Tennis Center Fees

Memberships

Individual (Ages 18-54)	R/\$50 NR/\$75
Family (2-4 members)	R/\$80 NR/\$120
Each additional family member	R/\$10 NR/\$15
Senior (Ages 55+)	R/\$30 NR/\$45
Full-time Students	R/\$30 NR/\$45
Rental fee for all the courts/tennis facility	\$100 per hour \$150 per hour

Permanent Court Time

M-F	18-week fee
7-9a	\$270 / \$306
9a-5:30p	\$306 / \$342
5:30-10p	\$342 / \$414

Weekends	18-week fee
All times	\$306 / \$342

Random Court Time (As of September 2021) Proposed Proposed

Time: M-F, 7a-5:30p, Member fee:	\$19/hour	\$21/hour	Guest fee: \$21/hour	\$23/hour
Time: M-F, 5:30-10p, Member fee:	\$21/hour	\$25/hour	Guest fee: \$25/hour	\$27/hour
Time: Sa-Su, All day, Member fee:	\$19/hour	\$21/hour	Guest fee: \$21/hour	\$23/hour

Sholem Aquatic Center Fees (May 2021)

Daily Admission Fees	(R/NR)	<u>Proposed May 2022</u>
Individual	\$8/\$12	\$9/\$13.50
3 & under	Free	
Twilight Rate	\$6/9	
Active/Retired Military	\$6/9	
Friday Rate	\$6/9	
5 Punch Card	\$35/\$52.50	\$40/\$60
10 Punch Card	\$70/\$105	\$80/\$120

Season Pool Pass

Season Pool Pass (May 2022)

	Sale Price		Regular	
	Valid through	<u>Proposed May 2022</u>	Fee (R/NR)	<u>Proposed May 2022</u>
Individuals	\$86/\$129	\$90/\$135	\$98/\$147	\$106/\$159
Family of 2-3	\$160/\$240	\$175/\$260	\$188/\$282	\$204/\$306
Family of 4	\$195/\$292.5		\$223/\$334.50	
Family of 5	\$230/\$345		\$258/\$387	
Add family members	\$35/\$52.50	\$40/60	\$35/\$52.5	\$40/\$60
Senior (Ages 55+)	\$66/\$99	\$73/\$110	\$78/\$117	\$86/\$129
Replacement Fob	\$5/\$5		\$5/5	

50% off all pool passes on or after **7/11/22**

After-Hours Rentals at Sholem Aquatic Center (2022 season)

- “Ultimate Beach Party” (full-facility rental). Fee (R/NR): \$420/\$630 per hour **\$500/\$750**
 - “Surf’s Up!” (limited to the river and the three slides). Fee (R/NR): \$290/435 per hour **\$350/\$525**
 - “Summer Nights” (limited to the main pool and lap lanes). Fee (R/NR): \$230/245 per hour **\$250/\$375**
- Each has a minimum two-hour rental.

Leonhard Recreation Center Fees (As of January 1, 2022)

Annual membership rates

Non-walking infants are free

Individual (R/NR)	\$96/\$144	\$110/\$165
Family of 2 or 3 (R/NR)	\$192/\$288	\$220/\$330
Each additional family member after 3 (R/NR)	\$40/\$60	\$45/\$67.50
Senior Age 55+ (R/NR)	\$76/\$114	\$85/\$127.50
Replacement Fob Fee (R/NR)	\$5 per family member	

Monthly Option for LRC Memberships

MEMBERSHIP TYPE	R	NR
Individual	\$11 \$12	\$16.50 \$18
Family of 2-3	\$22 \$24	\$33 \$36
Additional Family Member	\$5 \$5.50	\$7.50 \$8.25
Senior	\$9 \$10	\$13.50 \$15

Daily Admission Fee (As of January 2021)

For those without a membership, there is a \$6/\$9 (R/NR)

Daily Admission Fee, but a \$5/\$7.50 rate for military.

The daily admission fee includes the use of the indoor playground, walking track, open gym, and weight room.

Program Tree Fees (As of January 2022)

A donation of \$250 **\$275** to the Champaign Parks Foundation, covers the cost of the tree, the installation by staff, and the maintenance of the tree for the duration of its life. An additional donation of \$200 will purchase a 9 x 5 cast bronze plaque to personalize the tree in the park.

Flower Island Fees (New fees will take effect in August 2021 for Summer of 2022)

Flower Islands \$14.05 per square foot, beginning in August 2021.

*\$13 per square foot for summer of 2021

Eddie Albert Garden Plots Fees (Beginning August 2021 for Summer 2022)

Date	Location	Plot Size	Fee (R/NR)
8/1/21-10/28/22	Dodds Park	11' x 3' Raised	N/A \$15/\$20
8/1/21-10/28/22	Dodds Park	20' x 20' plot	\$30/\$45 \$35/\$50
8/1/21-10/28/22	Dodds Park	20' x 30' plot	\$40/\$60 \$45/\$65
8/1/21-12/31/22	Dodds Park	20' x 20' plot	\$40/\$60 \$45/\$65

Dog Park Fees

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

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

Memberships are good for one year from date of purchase

Dog (Resident): \$38 **\$41**

One Dog (Non-resident): \$57 **\$61**

Each Additional Dog: \$6

Initial/Replacement Fob: \$10

Monthly Trial/Visitor Pass: \$10

~~August 1 – November 30 memberships are discounted half price.~~

Urbana Dog Park members can receive a CPD Bark District Membership for \$10. CPD Dog Park members can receive a UPD membership add on for \$10 as well.

Virginia Theatre Fees

Public Events:

	Current, effective 5/1/20	<u>Proposed for 5/1/21 forward</u>
Touring Commercial Attraction	\$4,250.00 FLAT	
Touring Commercial Attraction Rehearsal	\$1,050.00 FLAT	\$1,000.00 FLAT
Local Commercial Attraction	\$3,250.00 FLAT	
Local Commercial Attraction Rehearsal	\$850.00 FLAT	
Not-for-Profit Event*	\$2,250.00 FLAT	
Not-for-Profit Event Rehearsal*	\$550.00 FLAT	

Private Events:

Lobby Meeting, 30 or fewer attending	\$50.00 FLAT (2 hour max, single lobby use, no outside catering or drink service allowed)
Lobby Meeting, 31-100 attending	\$250.00 FLAT (4 hour max, single lobby use, outside catering/non-alcoholic drink service allowed)
Meetings in auditorium	\$1,950.00 FLAT (incl. lobby and stage use)
Photo Shoots (no stage use)	\$75.00 FLAT (2 hour max)
Private Party/Reception, East Lobby	\$250.00 FLAT (4 hour max, single lobby use)
Private Party/Reception, Mezzanine Lobby	\$300.00 FLAT (4 hour max, single lobby use)
Private Party/Reception, Front-of-House	\$1,000.00 FLAT (4 hour max, auditorium not included)
Private party, Stage	\$1,500.00 FLAT (incl. lobby use)
Private Screening (film rights not included)	\$1,000.00 FLAT (parties of 100 or fewer, no public promotion or ticketing allowed)

Marketing Fee:

\$250 FLAT (brochure, website listing, social media & eBlast marketing)

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

Ticketing Fees:

Box Office Staffing Fee:	\$750.00 FLAT
Restoration (Facility) Fee:	\$1.00 Per Paid Admission—inside ticket face value
Credit Card Fee:	Patrons charged by venue “on top” of ticket face value
Ticketing Fee:	Patrons charged by venue “on top” of ticket face value

Technical Fees:

Standard Technical Package:	\$500.00 FLAT (incl. house lighting—3 color wash and select “specials”—plus power tie ins, basic stage microphone package, light console, sound console, and digital snake) [no change]
-----------------------------	---

House Sound (L-Acoustics KARA II flown line array, 10 boxes per side plus fill speakers and subs):

Touring Commercial Attraction \$1,950.00 FLAT

Local Commercial Attraction \$950.00 FLAT

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

Not-for-Profit Event*

\$500.00 FLAT

Intelligent Lighting:

\$45.00 FLAT (per Martin MAC Aura) or \$95.00 FLAT (per Martin MAC Quantum Profile) plus stagehand time

Projection Systems:

\$350.00 FLAT (includes either Christie 4K Digital or twin Norelco AA 35mm projectors) plus stagehand time [no change]

Theatrical Hazer:

\$50.00 FLAT plus haze fluid [no change]

Spot Light:

\$125.00 FLAT (per fixture – Robert Juliat Topaze model) plus stagehand time

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

STAGE HANDS

The Virginia Theatre has an Agreement with I.A.T.S.E. Local No. 482 and will make final determinations on union stagehand requirements at the following rates:

	<u>Straight</u>	<u>Overtime</u> (After 8 hrs/Sundays/Holidays)
High Riggers	\$34.00	\$50.00
Truck Loaders	\$30.00	\$45.00
Stagehands/Wardrobe	\$24.00	\$34.00
Performance/Rehearsal	\$85.00	\$125.00

Resident/Non Resident Fees

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

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

Program Fees

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

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



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 28, 2021

SUBJECT: Ballot Boxes

Background

The County Clerk's office staff reached out to the District to request an extension to the IGA for the placement of ballot boxes for residents to drop off their ballots near their homes within our parks. The request included placing a ballot box at Centennial Park and Douglass Park, so residents could drive up or walk up and place their ballots in a secure box.

The term of this Agreement shall be for a period of one year with a possible extension of one additional year as long as both parties agree.

Prior Board Action

At the 9/23/20 Special Board meeting, the Park Board approved the placement of the ballot boxes for a six-month term.

Budget Impact

The cost to purchase the boxes, placement of the ballot boxes and the maintenance of the boxes will be the responsibility of the County Clerk's office.

Recommendation

Staff recommends the Park Board approve the extension of the IGA with the County Clerk's office for the placement of ballot boxes in Centennial and Douglass Parks.

Prepared by:

Joe DeLuce, CPRP
Executive Director

Reviewed by:

Jarrold Scheunemann
Assistant to the ED

Redline Copy

Formatted: Footer distance from edge: 0.38", Not Different first page header

ELECTION BALLOT BOX MASTER LICENSE AGREEMENT

(Champaign Park District – Champaign County)

THIS ELECTION BALLOT BOX MASTER LICENSE AGREEMENT is being made and entered into on the first date that it is fully executed by all of the parties hereto, by and between the CHAMPAIGN PARK DISTRICT (“Park District”) and CHAMPAIGN COUNTY (“County”).

WHEREAS, 10 ILCS 5/2B-20(e) authorizes election authorities to establish secure collection sites for the postage-free return of vote by mail ballots.

WHEREAS, the State Board of Elections has established additional guidelines for the security of such collection sites.

WHEREAS, the guidelines include, among other things, the establishment of 24-hour ballot collection sites.

WHEREAS, the County proposes to install a ballot box on a Park District Property or Right-of-Way.

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. and Section 8-11 of the Illinois Park District Code, authorize the Park District to enter into agreements with other governmental entities to permit the use of Park District property or rights-of-way for the construction, operation, and use of facilities thereon.

WHEREAS, the desired location for the ballot box is depicted on the attached map, which may be updated from time to time, if more locations are added by agreement of the parties.

WHEREAS, the Park District agrees to grant to the County a license to install a ballot box on a portion of Park District Property or Right-of-Way, subject to the conditions set forth herein and in compliance with applicable regulations and state and federal law.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Park District and the County hereby agree as follows:

Article 1. Definitions.

- 1.1 **Agreement** means this Election Ballot Box Master License Agreement made and entered into the date that it is fully executed by the parties.
- 1.2 **Ballot Box** means the election ballot collection box, in-ground post, and concrete pad located and installed on a portion of Park District Property or Right-of-Way.
- 1.3 **Park District** means the Park District of Champaign, Illinois.
- 1.4 **County** means the Champaign County, a municipal corporation of the State of Illinois.
- 1.5 **Property or Right-of-Way** means the portion of the street, sidewalk, parkway, or park owned and controlled by the Park District for public purposes.
- 1.6 **Site Map** means the documents depicting the location of a Ballot Box.
- 1.7 **Site Plans** means the design and construction plans to construct and install a Ballot Box.

Article 2. Responsibilities of the Park District.

- 2.1 Grant of License.** The Park District grants to the County a license to construct, install, maintain and use a Ballot Box located in a section of Property or Right-of-Way as depicted in the Site Map attached hereto as **Exhibit A**. The footprint of the Ballot Box shall no greater than 24" x 30" x 36". Additional locations to construct, install, maintain, and use a Ballot Box may be approved from time-to-time by execution of an addendum signed by the County Executive (or designee) and the Park District's Executive Director (or designee). The rights granted to the County shall be subordinate to the Park District's use of the Property or Right-of-Way.
- 2.2 Effective Date; Term.** This Agreement shall be effective upon the date it is fully executed. The term of this Agreement shall be for a period of ~~one hundred eighty (180) days~~**one (1) year** from the effective date **with a one (1) year option to renew** subject to the right of either party to terminate the agreement with thirty days' (30) days' written notice pursuant to the Termination provisions of Section 6.1 herein. This Agreement may be amended from time-to-time by further agreement of the parties.

Article 3. Responsibilities of the County.

- 3.1 Ballot Box.** The County agrees to install, maintain, and operate a Ballot Box as depicted in the Specifications attached hereto as **Exhibit B** and in accordance with 10 ILCS 5/2B-20(e) as well as the associated guidelines published by the State Board of Elections. Ballot Boxes at additional locations may be approved from time-to-time by execution of an addendum signed by the County Executive (or designee) and the Park District Executive Director (or designee). The installation plan for the Ballot Box shall be approved by the Park District Executive Director (or designee) before installation by the County commences. All design, construction, installation, and maintenance activity shall be at the County's sole cost and expense.
- 3.2 Identification and Inspection of Property or Right-of-Way.** The County is solely responsible for determining whether the Property or Right-of-Way is safe, suitable, and appropriate for the installation, maintenance, and operation of a Ballot Box and shall inspect the Property or Right-of-Way prior to and subsequent to the installation of a Ballot Box to determine the suitability of the Property or Right-of-Way for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once installation of a Ballot Box begins, the County certifies that it has inspected the Property or Right-of-Way and further certifies that the Property or Right-of-Way is safe for installation, maintenance, and operation of a Ballot Box. The County shall take all reasonable measures to protect citizens, volunteers, staff, participants, spectators, electors, voters, balloters, visitors, guests, officials, and like or similar persons, from known safety hazards or potential risks. The County shall promptly advise the Park District of any known safety hazard(s) or potentially dangerous condition(s) associated with the Property or Right-of-Way on which a Ballot Box is installed.

- 3.3 Maintenance of Property or Right-of-Way and Ballot Box.** The County shall maintain the Property or Right-of-Way and Ballot Box depicted in Exhibits A and B in a good and operating condition, free from accumulation of snow, ice, and debris. All maintenance, repair and replacement required under this Agreement will be performed in a timely and workmanlike manner at the sole cost and expense of the County. Nothing in this Agreement shall obligate the Park District to notify the County of the need for maintenance, repair, or replacement prior to the County's completion of any maintenance, repair, or replacement in and around the Property or Right-of-Way and Ballot Box. Upon notice of termination of this Agreement, the County shall remove the Ballot Box subject to this Agreement within thirty (30) days, otherwise the Park District has the right to remove the Ballot Box and obtain from the County reimbursement for the costs of removal and restoration, which shall be paid within a reasonable time.
- 3.4 Removal or Relocation.** In the event that the Park District determines that it is reasonably necessary to remove or relocate a Ballot Box for the construction, repair, maintenance, or installation of any Park District improvement in or upon the Property or Right-of-Way, the County shall be required to do so at its sole cost within thirty (30) days of written notification of same. The County shall undertake such removal or relocation in good faith and in a reasonable and timely manner. This Section shall survive termination of this Agreement.
- 3.5 Insurance.** The County shall maintain Commercial General Liability (CGL) insurance with a limit of liability of \$1,000,000 each occurrence and in the aggregate. The CGL insurance shall cover liability arising from premises, operations, independent contractors, and personal and advertising injury. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. The "Park District of Champaign, its commissioners, officers, employees, ~~and agents,~~ representatives, and volunteers" shall be included as insured under the CGL insurance. The insurance shall apply as primary insurance A certificate of insurance together with applicable riders, endorsements, or additional insured terms demonstrating such insurance coverage shall be attached as **Exhibit C.**
- 3.6 Assignment; Transfer.** The privileges granted under this Agreement may not be assigned or transferred to any other governmental unit without the express written approval of the Park District. Such approval shall not be unreasonably withheld. Acceptance of payment from a person or entity other than the County shall not constitute a waiver of this provision.

Article 4. Indemnification.

- 4.1 County Indemnification of Park District.** The County will defend, indemnify and hold harmless the Park District, its commissioners, officers, employees, ~~and agents,~~ representatives, and volunteers from and against all claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) that are incurred, sustained by, or claimed against the Park District in connection with any

damages arising from this Agreement, including but not limited to loss of life, personal injury, infringement of rights, or property damage, arising from the exercise of the rights granted herein, except to the extent caused by the gross negligence or willful misconduct of the Park District, or its contractors, agents, licensees or employees. This Section shall survive termination of this Agreement. In connection with any indemnification hereunder, the Park District will tender to the County the defense of any claim made against the Park District that is subject to indemnification hereunder in sufficient time to avoid prejudice to the County, for handling by counsel of the Park District's selection and reasonably acceptable to the County. Notwithstanding the foregoing, the County retains all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

Article 5. Default and Remedies.

- 5.1 Breach or Default.** Unless otherwise provided herein, in the event of a breach/default of this Agreement by a party, such breaching/defaulting party shall, upon written notice from the other party, cure or remedy such breach/default immediately. In the event the breaching/defaulting party has not cured the breach/default or made a good faith effort to do so within thirty (30) days of said notice, the aggrieved party may institute such proceedings as it deems necessary to cure and remedy such breach/default. Under no circumstances shall the County or a third party be entitled to damages in the form of specific performance, punitive damages, reliance, expectation, compensatory, or any other damages incurred or related to this Agreement. Uncured default by any party to this Agreement shall entitle the aggrieved party reasonable attorneys' fees, costs, and related expenses directly incurred due the breach/default of this Agreement.
- 5.2 Cumulative Remedies.** The rights and remedies of the parties to this Agreement shall be cumulative of each other and of rights and remedies under other provisions of applicable regulations and state and federal law. Exercise of one or more rights or remedies shall not waive or bar exercise of any other, unless expressly waived in writing.

Article 6. Termination.

- 6.1 Right of Termination.** Each party has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the other party.
- A. Rescission.** Upon termination of this Agreement by either party, the grant of benefits to the County shall be rescinded pursuant to this Agreement.
- B. Removal and Restoration.** If this Agreement is terminated by either party or it is cancelled due to the County's default or breach, then the County shall pay for the costs to remove the Ballot Box and restore the Property or Right-of-Way within thirty (30) days to at least as good a condition as it was existing prior to the construction, installation, maintenance and use of the Property or Right-of-Way by the County. Reimbursement of costs shall be undertaken pursuant to Section 3.3 herein. This Section and Section 4.1 shall survive termination of this Agreement.

Article 7. General Conditions.

- 7.1 **Applicable Laws.** Except as otherwise provided herein, this Agreement shall not be construed to reduce the effectiveness of any laws, resolutions, or ordinances applicable to the County or Park District. Any claims arising directly or indirectly from this Agreement shall be litigated in accordance with the laws of the State of Illinois in the Champaign County Circuit Court; provided that, the Parties shall first undertake Dispute Resolution pursuant to Section 7.5-6 of this Agreement.
- 7.2 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind or character whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, give rise to, or impose any legal duty to any third party.
- 7.3 **Severability.** If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render any other provision invalid if it can be given effect without the invalid provision.
- 7.4 **Merger.** This Agreement contains all the terms and conditions relating to the agreements of the parties, and no oral representations, covenants or agreements existing between the parties other than those herein stated.
- 7.5 **Time.** The parties agree that time is of the essence to the performance by said parties of the terms and conditions of this Agreement.
- 7.6 **Dispute Resolution.** In the event a dispute arises regarding the interpretation of the provisions of this Agreement, or breach thereof, the parties shall make a good faith effort to resolve such dispute. If the parties are unable to resolve the dispute within sixty (60) days from when written notice of such dispute was sent, then the parties shall submit the dispute to mediation. The selection of the mediator and the mediation process shall be governed by the rules of the Uniform Mediation Act, 710 ILCS 35/1, *et seq.* Each party shall bear its own costs, including half of the costs invoiced by the mediator.
- 7.7 **Notice.** Any written notice under this Agreement shall be sent and be effective the day of mailing via certified mail, or upon personal service to the following parties as designated:

For the Park District: Executive Director
Champaign Park District
706 Kenwood Road
Champaign, IL 61820

For County: County Executive
Champaign County
1776 East Washington Street
Urbana, Illinois 61802

7.8 Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile, pdf, or other electronic signature (e.g. DocuSign) shall be deemed to have the same legal effect as an original ink signature.

IN WITNESS WHEREOF, the Park District and the County have caused this Agreement to be executed by the parties as of the dates written below.

<p>CHAMPAIGN COUNTY</p> <p>By: _____ County Executive</p> <p>Date: _____</p> <p>Approved as to form: _____ State's Attorney</p>	<p>CHAMPAIGN PARK DISTRICT</p> <p>By: _____ Executive Director</p> <p>Date: _____</p> <p>Approved as to form: _____ Park District Attorney</p>
---	--

LIST OF EXHIBITS

- A. Site Map**
- B. Ballot Box Specifications**
- C. Insurance Certificate**

EXHIBIT A
Site Map

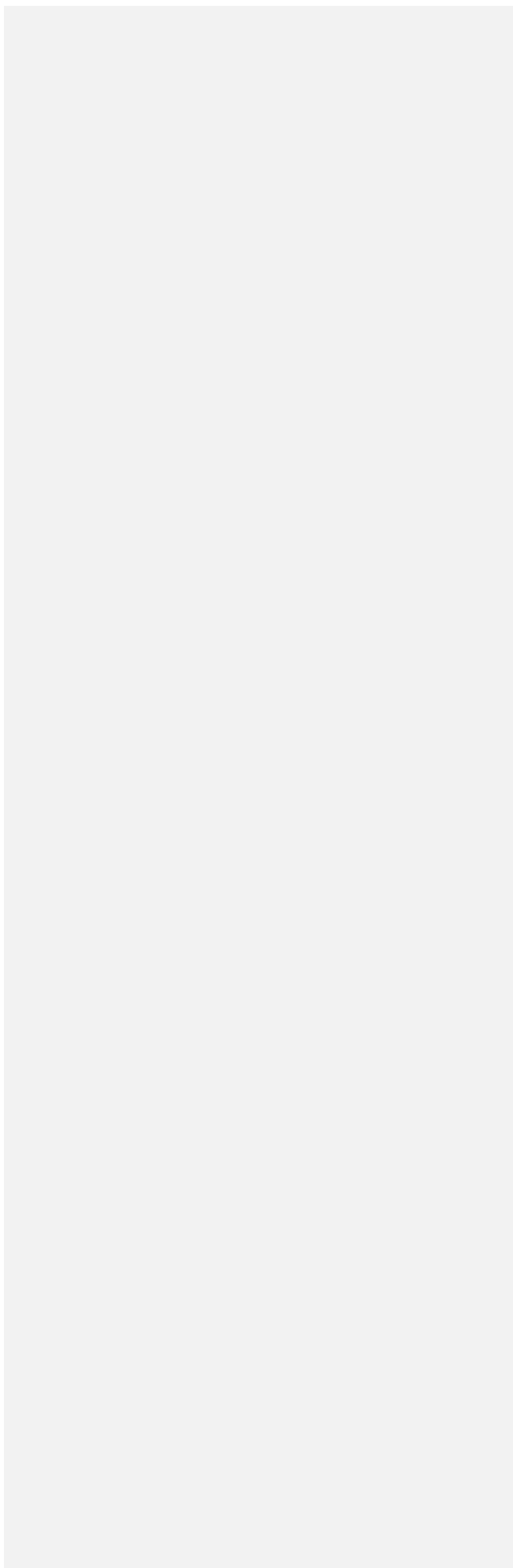


EXHIBIT B
Ballot Box Specifications

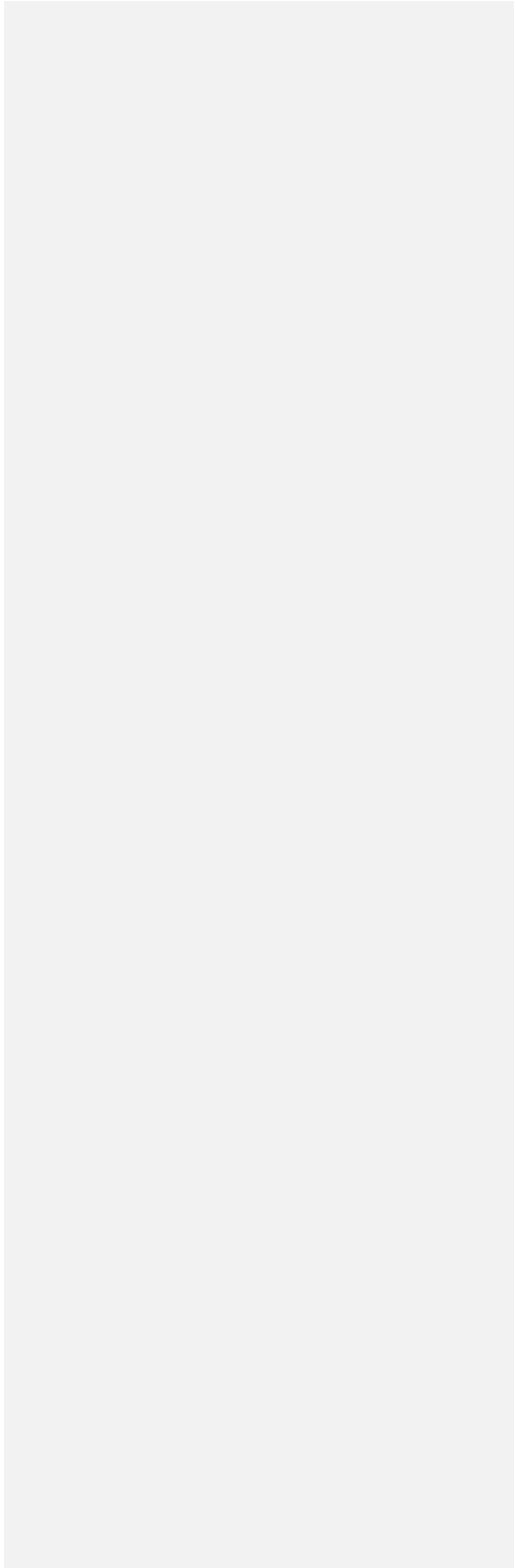


EXHIBIT C
Certificate of Insurance

ELECTION BALLOT BOX MASTER LICENSE AGREEMENT

(Champaign Park District – Champaign County)

THIS ELECTION BALLOT BOX MASTER LICENSE AGREEMENT is being made and entered into on the first date that it is fully executed by all of the parties hereto, by and between the CHAMPAIGN PARK DISTRICT (“Park District”) and CHAMPAIGN COUNTY (“County”).

WHEREAS, 10 ILCS 5/2B-20(e) authorizes election authorities to establish secure collection sites for the postage-free return of vote by mail ballots.

WHEREAS, the State Board of Elections has established additional guidelines for the security of such collection sites.

WHEREAS, the guidelines include, among other things, the establishment of 24-hour ballot collection sites.

WHEREAS, the County proposes to install a ballot box on a Park District Property or Right-of-Way.

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. and Section 8-11 of the Illinois Park District Code, authorize the Park District to enter into agreements with other governmental entities to permit the use of Park District property or rights-of-way for the construction, operation, and use of facilities thereon.

WHEREAS, the desired location for the ballot box is depicted on the attached map, which may be updated from time to time, if more locations are added by agreement of the parties.

WHEREAS, the Park District agrees to grant to the County a license to install a ballot box on a portion of Park District Property or Right-of-Way, subject to the conditions set forth herein and in compliance with applicable regulations and state and federal law.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Park District and the County hereby agree as follows:

Article 1. Definitions.

- 1.1 **Agreement** means this Election Ballot Box Master License Agreement made and entered into the date that it is fully executed by the parties.
- 1.2 **Ballot Box** means the election ballot collection box, in-ground post, and concrete pad located and installed on a portion of Park District Property or Right-of-Way.
- 1.3 **Park District** means the Park District of Champaign, Illinois.
- 1.4 **County** means the Champaign County, a municipal corporation of the State of Illinois.
- 1.5 **Property or Right-of-Way** means the portion of the street, sidewalk, parkway, or park owned and controlled by the Park District for public purposes.
- 1.6 **Site Map** means the documents depicting the location of a Ballot Box.
- 1.7 **Site Plans** means the design and construction plans to construct and install a Ballot Box.

Article 2. Responsibilities of the Park District.

- 2.1 Grant of License.** The Park District grants to the County a license to construct, install, maintain and use a Ballot Box located in a section of Property or Right-of-Way as depicted in the Site Map attached hereto as **Exhibit A**. The footprint of the Ballot Box shall no greater than 24" x 30" x 36". Additional locations to construct, install, maintain, and use a Ballot Box may be approved from time-to-time by execution of an addendum signed by the County Executive (or designee) and the Park District's Executive Director (or designee). The rights granted to the County shall be subordinate to the Park District's use of the Property or Right-of-Way.
- 2.2 Effective Date; Term.** This Agreement shall be effective upon the date it is fully executed. The term of this Agreement shall be for a period of one (1) year from the effective date with a one (1) year option to renew subject to the right of either party to terminate the agreement with thirty days' (30) days' written notice pursuant to the Termination provisions of Section 6.1 herein. This Agreement may be amended from time-to-time by further agreement of the parties.

Article 3. Responsibilities of the County.

- 3.1 Ballot Box.** The County agrees to install, maintain, and operate a Ballot Box as depicted in the Specifications attached hereto as **Exhibit B** and in accordance with 10 ILCS 5/2B-20(e) as well as the associated guidelines published by the State Board of Elections. Ballot Boxes at additional locations may be approved from time-to-time by execution of an addendum signed by the County Executive (or designee) and the Park District Executive Director (or designee). The installation plan for the Ballot Box shall be approved by the Park District Executive Director (or designee) before installation by the County commences. All design, construction, installation, and maintenance activity shall be at the County's sole cost and expense.
- 3.2 Identification and Inspection of Property or Right-of-Way.** The County is solely responsible for determining whether the Property or Right-of-Way is safe, suitable, and appropriate for the installation, maintenance, and operation of a Ballot Box and shall inspect the Property or Right-of-Way prior to and subsequent to the installation of a Ballot Box to determine the suitability of the Property or Right-of-Way for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once installation of a Ballot Box begins, the County certifies that it has inspected the Property or Right-of-Way and further certifies that the Property or Right-of-Way is safe for installation, maintenance, and operation of a Ballot Box. The County shall take all reasonable measures to protect citizens, volunteers, staff, participants, spectators, electors, voters, balloters, visitors, guests, officials, and like or similar persons, from known safety hazards or potential risks. The County shall promptly advise the Park

District of any known safety hazard(s) or potentially dangerous condition(s) associated with the Property or Right-of-Way on which a Ballot Box is installed.

- 3.3 Maintenance of Property or Right-of-Way and Ballot Box.** The County shall maintain the Property or Right-of-Way and Ballot Box depicted in Exhibits A and B in a good and operating condition, free from accumulation of snow, ice, and debris. All maintenance, repair and replacement required under this Agreement will be performed in a timely and workmanlike manner at the sole cost and expense of the County. Nothing in this Agreement shall obligate the Park District to notify the County of the need for maintenance, repair, or replacement prior to the County's completion of any maintenance, repair, or replacement in and around the Property or Right-of-Way and Ballot Box. Upon notice of termination of this Agreement, the County shall remove the Ballot Box subject to this Agreement within thirty (30) days, otherwise the Park District has the right to remove the Ballot Box and obtain from the County reimbursement for the costs of removal and restoration, which shall be paid within a reasonable time.
- 3.4 Removal or Relocation.** In the event that the Park District determines that it is reasonably necessary to remove or relocate a Ballot Box for the construction, repair, maintenance, or installation of any Park District improvement in or upon the Property or Right-of-Way, the County shall be required to do so at its sole cost within thirty (30) days of written notification of same. The County shall undertake such removal or relocation in good faith and in a reasonable and timely manner. This Section shall survive termination of this Agreement.
- 3.5 Insurance.** The County shall maintain Commercial General Liability (CGL) insurance with a limit of liability of \$1,000,000 each occurrence and in the aggregate. The CGL insurance shall cover liability arising from premises, operations, independent contractors, and personal and advertising injury. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. The "Park District of Champaign, its commissioners, officers, employees, agents, representatives, and volunteers" shall be included as insured under the CGL insurance. The insurance shall apply as primary insurance A certificate of insurance together with applicable riders, endorsements, or additional insured terms demonstrating such insurance coverage shall be attached as **Exhibit C**.
- 3.6 Assignment; Transfer.** The privileges granted under this Agreement may not be assigned or transferred to any other governmental unit without the express written approval of the Park District. Such approval shall not be unreasonably withheld. Acceptance of payment from a person or entity other than the County shall not constitute a waiver of this provision.

Article 4. Indemnification.

- 4.1 County Indemnification of Park District.** The County will defend, indemnify and hold harmless the Park District, its commissioners, officers, employees, agents, representatives, and volunteers from and against all claims, damages, liabilities and

expenses (including, without limitation, reasonable attorneys' fees and costs) that are incurred, sustained by, or claimed against the Park District in connection with any damages arising from this Agreement, including but not limited to loss of life, personal injury, infringement of rights, or property damage, arising from the exercise of the rights granted herein, except to the extent caused by the gross negligence or willful misconduct of the Park District, or its contractors, agents, licensees or employees. This Section shall survive termination of this Agreement. In connection with any indemnification hereunder, the Park District will tender to the County the defense of any claim made against the Park District that is subject to indemnification hereunder in sufficient time to avoid prejudice to the County, for handling by counsel of the Park District's selection and reasonably acceptable to the County. Notwithstanding the foregoing, the County retains all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

Article 5. Default and Remedies.

- 5.1 Breach or Default.** Unless otherwise provided herein, in the event of a breach/default of this Agreement by a party, such breaching/defaulting party shall, upon written notice from the other party, cure or remedy such breach/default immediately. In the event the breaching/defaulting party has not cured the breach/default or made a good faith effort to do so within thirty (30) days of said notice, the aggrieved party may institute such proceedings as it deems necessary to cure and remedy such breach/default. Under no circumstances shall the County or a third party be entitled to damages in the form of specific performance, punitive damages, reliance, expectation, compensatory, or any other damages incurred or related to this Agreement. Uncured default by any party to this Agreement shall entitle the aggrieved party reasonable attorneys' fees, costs, and related expenses directly incurred due the breach/default of this Agreement.
- 5.2 Cumulative Remedies.** The rights and remedies of the parties to this Agreement shall be cumulative of each other and of rights and remedies under other provisions of applicable regulations and state and federal law. Exercise of one or more rights or remedies shall not waive or bar exercise of any other, unless expressly waived in writing.

Article 6. Termination.

- 6.1 Right of Termination.** Each party has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the other party.
- A. Rescission.** Upon termination of this Agreement by either party, the grant of benefits to the County shall be rescinded pursuant to this Agreement.
- B. Removal and Restoration.** If this Agreement is terminated by either party or it is cancelled due to the County's default or breach, then the County shall pay for the costs to remove the Ballot Box and restore the Property or Right-of-Way within thirty (30) days to at least as good a condition as it was existing prior to the construction, installation, maintenance and use of the Property or Right-of-Way by the County. Reimbursement of

costs shall be undertaken pursuant to Section 3.3 herein. This Section and Section 4.1 shall survive termination of this Agreement.

Article 7. General Conditions.

- 7.1 Applicable Laws.** Except as otherwise provided herein, this Agreement shall not be construed to reduce the effectiveness of any laws, resolutions, or ordinances applicable to the County or Park District. Any claims arising directly or indirectly from this Agreement shall be litigated in accordance with the laws of the State of Illinois in the Champaign County Circuit Court; provided that, the Parties shall first undertake Dispute Resolution pursuant to Section 7.6 of this Agreement.
- 7.2 Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind or character whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, give rise to, or impose any legal duty to any third party.
- 7.3 Severability.** If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render any other provision invalid if it can be given effect without the invalid provision.
- 7.4 Merger.** This Agreement contains all the terms and conditions relating to the agreements of the parties, and no oral representations, covenants or agreements existing between the parties other than those herein stated.
- 7.5 Time.** The parties agree that time is of the essence to the performance by said parties of the terms and conditions of this Agreement.
- 7.6 Dispute Resolution.** In the event a dispute arises regarding the interpretation of the provisions of this Agreement, or breach thereof, the parties shall make a good faith effort to resolve such dispute. If the parties are unable to resolve the dispute within sixty (60) days from when written notice of such dispute was sent, then the parties shall submit the dispute to mediation. The selection of the mediator and the mediation process shall be governed by the rules of the Uniform Mediation Act, 710 ILCS 35/1, *et seq.* Each party shall bear its own costs, including half of the costs invoiced by the mediator.
- 7.7 Notice.** Any written notice under this Agreement shall be sent and be effective the day of mailing via certified mail, or upon personal service to the following parties as designated:

For the Park District: Executive Director
Champaign Park District
706 Kenwood Road
Champaign, IL 61820

For County: County Executive
Champaign County
1776 East Washington Street

Urbana, Illinois 61802

7.8 Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile, pdf, or other electronic signature (e.g. DocuSign) shall be deemed to have the same legal effect as an original ink signature.

IN WITNESS WHEREOF, the Park District and the County have caused this Agreement to be executed by the parties as of the dates written below.

<p>CHAMPAIGN COUNTY</p> <p>By: _____ County Executive</p> <p>Date: _____</p> <p>Approved as to form: _____ State's Attorney</p>	<p>CHAMPAIGN PARK DISTRICT</p> <p>By: _____ Executive Director</p> <p>Date: _____</p> <p>Approved as to form: _____ Park District Attorney</p>
---	--

LIST OF EXHIBITS

A. Site Map

B. Ballot Box Specifications

C. Insurance Certificate

EXHIBIT A
Site Map

EXHIBIT B
Ballot Box Specifications

EXHIBIT C
Certificate of Insurance



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 23, 2021

SUBJECT: CUSR Center Contingency Use - Flooring

Introduction

Early in the CUSR Center renovation concepts, some flooring items were removed from the scope of work in order to meet the estimated budget for the project. The overall project has come in under budget and contingency money still remains for the project (see attachment). The request would place new carpet in the front (fishbowl) office, and replace carpet in the manager's office and the large staff office. The request also replaces tile in two restrooms. At this time, they are nearly finished with the final punch list. Therefore, we do not anticipate any additional change orders on the project.

Prior Board Action

The Board approved the FY 20/21 capital budget, which included the CUSR Center renovation with a percent allotted toward contingency use.

Costs

Broeren Russo was asked to provide cost estimates for flooring in the five rooms listed above.

Room	Estimate
Two restrooms (tile)	\$1,644.00
Three offices (carpet)	\$10,752.00
TOTAL	\$12,396.00

Budget Impact

\$31,698.00 remains in the General Contingency and \$10,289.00 remains in the MEP Contingency (see attachment). We are requesting that \$12,396.00 be used from the General Contingency for the work, bringing it down to \$19,302.00 remaining.

Recommended Action

Staff recommends accepting the Contingency Use for the flooring and allowing the Executive Director to enter into an agreement to complete the work.

Prepared by:

Daniel Olson
Director of Operations

Reviewed by:

Joe DeLuce
Executive Director

Bicentennial Center Renovations Change Order Request Log

Updated March 12, 2021

CON - Funding will come from contingency already written into Broren Russo Contract (MEP contingency \$24,352 and General Contingency \$54,007)

COR - Will increase the contract amount since it is not covered in the original contract scope of work.

Number	Date	Brief Description	Contingency		Contingency Remain		Request		Contract Amount	Remarks
			Add	Deduct	MEP	General	Add	Deduct		
CON 001	11/18/2020	Permit changes ADA clearances	\$ 2,215.00	-----	\$24,352.00	\$51,792.00	-----	-----	\$876,551.00	Approved by Board 12/9/20
CON 002	11/18/2020	Plumbing chase and wall rebuild	\$ 3,539.00	-----	\$24,352.00	\$48,253.00	-----	-----	\$876,551.00	Approved by Board 12/9/20
COR 001	11/13/2020	Add volleyball lines in gym	-----	-----	\$24,352.00	\$48,253.00	\$1,392.00	-----	\$877,943.00	Approved by Board 12/9/20
COR 002	11/13/2020	Rough in electric and plumbing in break area	-----	-----	\$24,352.00	\$48,253.00	\$3,447.00	-----	\$881,390.00	Approved by Board 12/9/20
CON 003	12/20/2020	RTU curbs three places	\$ 2,093.00	-----	\$22,259.00	\$48,253.00	-----	-----	\$881,390.00	ED approved DJO sign 12/21/20
CON004	1/13/2021	Additional Support for Gym Curtain divider	\$ 6,000.00	-----	\$22,259.00	\$42,253.00	-----	-----	\$881,390.00	Board concensus, ED approved 1/14/21
CON 005	1/26/2021	Overhang lights convert to LED (24 fixtures)	\$ 8,244.00	-----	\$ 14,015.00	\$42,253.00	-----	-----	\$881,390.00	Board concensus, ED approved 1/27/21
CON 006	1/26/2021	Water closet revision (bolt array)	\$ 591.00	-----	\$13,424.00	\$42,253.00	-----	-----	\$881,390.00	ED approved 1/26/21
CON 007	2/1/2021	Builder's Risk Insurance	\$ 2,240.00	-----	\$13,424.00	\$ 40,013.00	-----	-----	\$881,390.00	ED Approval 3/11/21
CON 008	3/5/2021	CMU Duct Infills and collapse	\$ 2,750.00	-----	\$10,674.00	\$ 40,013.00	-----	-----	\$881,390.00	ED Approval 3/11/2021
CON 009	3/5/2021	Sanitary Line Cleaning	\$ 385.00	-----	\$10,289.00	\$ 40,013.00	-----	-----	\$881,390.00	ED Approval 3/10/2021
CON 010	3/17/2021	Existing Door Modification	\$ 2,000.00	-----	\$10,289.00	\$38,013.00	-----	-----	\$881,390.00	Dir. Ops. Approval 3/17/21
CON 011	3/29/2021	Wall Pads for Basketball Goals	\$ 6,315.00	-----	\$10,289.00	\$31,698.00	-----	-----	\$881,390.00	Dir. Ops. Approval 3/29/2021
CON 012		Carpet three offices, tile two restrooms	\$ 12,396.00	-----			-----	-----		



**CHAMPAIGN
PARK DISTRICT**
Family and Medical Leave Act Policy

This policy briefly summarizes rights and regulations under the Family and Medical Leave Act of 1993 (["FMLA"](#)) and [provides generally applicable information relating to leaves taken under the FMLA by employees of the Champaign Park District \("Park District"\). Employees should contact the Department of Human Resources to discuss the specific circumstances of their need for leave under the FMLA.](#)
[\("FMLA"\)](#).

The FMLA provides eligible employees with up to twelve (12) work weeks of unpaid leave for certain family and medical reasons during a 12-month period. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or ~~to~~ an equivalent position.

Certain highly compensated key employees may be denied reinstatement when necessary to prevent substantial and grievous economic injury to the Park District's operations. A key employee is a salaried employee who is among the highest paid 10% of employees. Employees shall be notified of their status as a key employee, when applicable, after they request a Family and Medical Leave.

Eligibility

Any full-time (~~FT1~~ or ~~FT2~~) or part-time (PT1) employee who has worked for the Park District for at least twelve (12) months, and for at least 1,250 hours during the 12-month period immediately preceding the start of the leave will be eligible.

Reasons for Leave

A leave may be taken for the following reasons:

1. Birth and care of a newborn child;
2. Placement of a child for adoption or foster care in the employee's home;
3. To care for the employee's parent, spouse or child (put not in-law) with a serious health condition;
4. To attend the employee's own serious health condition which renders the employee unable to perform the functions of the employee's job; or
5. For military leave.
6. ~~Child Bereavement Leave~~

For purposes of this policy, "serious health condition" means an injury, illness, impairment, or physical or mental condition that involves one of the following:

1. Hospital Care: Inpatient care [involving an overnight stay](#) in a hospital, hospice, or residential medical care facility, including any period of incapacity relating to the same condition;
2. Absence Plus Treatment: A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves either:
 - a. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or

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

- by a provider of health care services under orders of, or on referral by, a health care provider; or
- b. Treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider;
3. Pregnancy: Any period of incapacity due to pregnancy or for prenatal care;
 4. Chronic Conditions Requiring Treatment: A chronic condition that: requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistance under direct supervision of a health care provider, including substance abuse treatment; continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
 5. Permanent/Long-Term Conditions Requiring Supervision: A period of incapacity that is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
 - 5-6. Multiple Treatments (non-chronic conditions): Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of health care services under orders of, or in referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
 - 6-7. Under the Illinois Child Bereavement Leave Act, employees otherwise eligible for Family and Medical Leave meeting the definition of employee under the FMLA (i.e. in essence, satisfying the work-hour requirements of FMLA) are eligible for an additional seven (7) ten (10) unpaid days to attend the funeral, of a child or an alternative to a funeral; to make arrangements necessitated by the death of the child; or to grieve the death of the child. An employee must provide the Park District with at least 48 hours' advance notice of the employee's intent to take bereavement leave, unless providing such notice is not reasonable and practicable. Employees may use accrued leave benefits while taking leave under this Act. The Act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time available under FMLA; therefore, Therefore, employees who have exhausted their 12-week FMLA entitlement may not take the additional seven 10 days under this Act. Leave provided under this Act must be used within 60 days after the employee receives notice of the death of their child. If an employee suffers the death of more than one child in any 12-month period, the employee is entitled to take up to six weeks of unpaid bereavement leave in during the 12-month period.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Military Leave Entitlements

Military leave Leave is given in accordance with the FMLA for reasons relating to active duty military service in each of the following cases:

1. AFor qualifying exigencies that arise when the employee's spouse, son, daughter or parent is on covered military member's active duty status; or notification has been notified of an impending call or order to active duty status;
2. Up to 26 weeks of leave in a single 12-month period to care for a covered service member recovering from a serious Injury or illness incurred in the line of duty on active duty; and
3. For any qualifying exigency arising out of the fact that the employee's spouse, civil

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

union partner, child, or parent is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces.

Length of Time

Employees qualifying for leave under the FMLA may take up to a maximum of twelve (12) calendar weeks of leave over a rolling 12-month period measured retroactively from the last day of leave. Where both spouses are employed by the Park District, their combined leave under this policy is twelve (12) weeks over the twelve (12) months where the leave involves the birth or adoption of a child or the care of a seriously ill parent.

Leave because of an employee's own serious health condition, or to care for an employee's spouse, civil union partner, child or parent with a serious health condition, may be taken all at once or, where medically necessary, intermittently or on a reduced work schedule.

Intermittent or Reduced Work Schedule Leave

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to disrupt the Park District's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable medical treatment, the Park District may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

Serious Health Conditions & Certification Issues

A Park District representative (the Director of Human Resources, manager, or Department Head, but not the employee's direct supervisor) may directly contact the employee's health care provider to obtain information required by the medical certification form. Further, if a medical certification is incomplete or insufficient, the Park District must notify the employee in writing, specify what information is lacking, and give the employee seven (7) calendar days (unless not practicable under the particular circumstances) to provide the additional information. If the employee does not provide a complete certification after this process, the Park District may deny FMLA leave.

Limitations on FMLA Leave

Leave to care for a newborn or for a newly placed child must conclude within twelve (12) months after the birth or placement of the child and shall not be taken intermittently or on a reduced work schedule, unless the Park District agrees with respect to an individual leave request.

Compensation

~~You~~ An employee must substitute any accrued paid vacation days, paid personal days, and paid sick days for unpaid leave under this policy, and any such paid time off must be taken at the same time as your Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave and for workers' compensation shall be counted toward ~~your~~ the twelve (12) weeks of Family and Medical Leave. If ~~you qualify~~ the employee qualifies for both Family and Medical Leave and any other leaves, Family and Medical Leave must be taken first.

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

Benefit Continuation

While a full-time employee (FT~~1~~ and FT~~2~~) is on FMLA leave, the Park District shall maintain the employee's group health insurance coverage under the same conditions that the employee had at the start of FMLA leave under the FMLA twelve (12)-week period. The employee shall be responsible for any premium contribution and/or payment to other employee elected benefit programs. To the extent that an employee's FMLA leave is paid, the employee's portion of health insurance premiums shall be deducted from the employee's salary. For the portion of FMLA leave that is unpaid, the employee's portion of health insurance premiums may be paid to the Park District under a system that is previously agreed upon in writing. Other benefits, if any, such as vacation, sick leave, or personal days, shall not accrue while an employee is on FMLA leave. Employees on FMLA leave, however, ~~will~~ shall not forfeit any benefits that accrued prior to the start of FMLA leave by virtue of taking FMLA leave.

Requesting Leave

Requests for FMLA leaves must be made in writing. At least thirty (30) days advance notice for the birth or adoption of a child or for planned medical treatment should be given. In cases of emergency, notice shall be given as soon as possible (usually within one (1) or two (2) business days). ~~A delay in submitting this request may result in a delay of the start of the employee's leave.~~

1. The request must specify, in detail, the reasons for requesting the leave and the length of time the employee intends to be away.
2. In cases where an employee requests leave for the employee's own serious health condition or to care for a seriously ill family member, the Park District may require medical certification from a health care provider to support the request. Medical certification forms are available in the Human Resources Department.
3. If the Park District has reason to doubt the employee's initial certification, the Park District may:
 - a. With the employee's permission, have a Park District designated health care provider contact the employee's health care provider in an effort to clarify or authenticate the initial certification; and/or
 - b. Require the employee to obtain a second opinion by an independent Park District designated provider at the Park District's expense. If the initial and second certifications differ, the Park District may, at its expense, require the employee to obtain a third, final and binding certification from a jointly selected health care provider.
 - c. During FMLA leave, the Park District may request that the employee provide recertification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the employee must provide the Park District with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Park District with reasonable notice (~~in~~ essence, within two (2) business days). If the employee gives the Park District notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

Formatted: List Paragraph, Right: -0.02", Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 1.75", Tab stops: 6.56", Left

Return from Leave

Upon returning from FMLA leave, the employee shall be reinstated to the employee's original or equivalent position with equivalent pay and benefits. In the case of an employee's own serious health condition, a physician's statement certifying the employee's ability to perform the essential functions of the job is required. However, an employee is only entitled to reinstatement if ~~he-the employee~~ would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job ~~restoration-reinstatement~~ is sought.

Failure to Return to Work after FMLA Leave

An employee who fails to return to their position on the first day after the leave of absence has expired, shall be considered to have voluntarily resigned. However, pursuant to the Park District's American with Disabilities Act Policy, employees may request extended unpaid leave as a "reasonable accommodation" under the ADA. The Park District may recover health insurance premiums that the Park District paid on behalf of the employee during any unpaid FMLA leave. ~~However, the Park District's share of such premiums may not be recovered if the employee fails to return to work because of the employee's or a family member's serious health condition or because of other circumstances beyond the employee's control. In such cases, the Park District shall require the employee to provide medical certification of the employee's or the family member's serious health condition.~~

Additional Information

For further information or clarification about FMLA leave, please contact the Human Resources Department.

Approved by Board of Commissioners
Revised by Board of Commissioners

April 27, 2016
~~April 14~~ _____, 2021

Craig W. Hays, President

Joseph C. DeLuce, Executive Director

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



Family and Medical Leave Act Policy

This policy briefly summarizes rights and regulations under the Family and Medical Leave Act of 1993 ("FMLA") and provides generally applicable information relating to leaves taken under the FMLA by employees of the Champaign Park District ("Park District"). Employees should contact the Department of Human Resources to discuss the specific circumstances of their need for leave under the FMLA.

The FMLA provides eligible employees with up to twelve (12) work weeks of unpaid leave for certain family and medical reasons during a 12-month period. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position.

Certain highly compensated key employees may be denied reinstatement when necessary to prevent substantial and grievous economic injury to the Park District's operations. A key employee is a salaried employee who is among the highest paid 10% of employees. Employees shall be notified of their status as a key employee, when applicable, after they request a Family and Medical Leave.

Eligibility

Any full-time (FT) or part-time (PT1) employee who has worked for the Park District for at least twelve (12) months, and for at least 1,250 hours during the 12-month period immediately preceding the start of the leave will be eligible.

Reasons for Leave

A leave may be taken for the following reasons:

1. Birth and care of a newborn child;
2. Placement of a child for adoption or foster care in the employee's home;
3. To care for the employee's parent, spouse or child (put not in-law) with a serious health condition;
4. To attend the employee's own serious health condition which renders the employee unable to perform the functions of the employee's job; or
5. For military leave.

For purposes of this policy, "serious health condition" means an injury, illness, impairment, or physical or mental condition that involves one of the following:

1. Hospital Care: Inpatient care involving an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity relating to the same condition;
2. Absence Plus Treatment: A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves either:
 - a. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or

- b. Treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider;
3. Pregnancy: Any period of incapacity due to pregnancy or for prenatal care;
4. Chronic Conditions Requiring Treatment: A chronic condition that: requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistance under direct supervision of a health care provider, including substance abuse treatment; continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
5. Permanent/Long-Term Conditions Requiring Supervision: A period of incapacity that is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
6. Multiple Treatments (non-chronic conditions): Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of health care services under orders of, or in referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
7. Under the Illinois Child Bereavement Leave Act, employees meeting the definition of employee under the FMLA (in essence, satisfying the work-hour requirements of FMLA) are eligible for an additional ten (10) unpaid days to attend the funeral of a child or an alternative to a funeral; to make arrangements necessitated by the death of the child; or to grieve the death of the child. An employee must provide the Park District with at least 48 hours' advance notice of the employee's intent to take bereavement leave, unless providing such notice is not reasonable and practicable. Employees may use accrued leave benefits while taking leave. The Act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time available under FMLA. Therefore, employees who have exhausted their 12-week FMLA entitlement may not take the additional 10 days under this Act. Leave provided under this Act must be used within 60 days after the employee receives notice of the death of their child. If an employee suffers the death of more than one child in any 12-month period, the employee is entitled to take up to six weeks of unpaid bereavement leave during the 12-month period.

Military Leave Entitlements

Leave is given in accordance with the FMLA for reasons relating to active duty military service in each of the following cases:

1. For qualifying exigencies that arise when the employee's spouse, son, daughter or parent is on covered active duty status or has been notified of an impending call or order to active duty status;
2. Up to 26 weeks of leave in a single 12-month period to care for a covered service member recovering from a serious Injury or illness incurred in the line of duty on active duty; and
3. For any qualifying exigency arising out of the fact that the employee's spouse, civil union partner, child, or parent is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces.

Length of Time

Employees qualifying for leave under the FMLA may take up to a maximum of twelve (12) calendar weeks of leave over a rolling 12-month period measured retroactively from the last day of leave.

Where both spouses are employed by the Park District, their combined leave under this policy is twelve (12) weeks over the twelve (12) months where the leave involves the birth or adoption of a child or the care of a seriously ill parent.

Leave because of an employee's own serious health condition, or to care for an employee's spouse, civil union partner, child or parent with a serious health condition, may be taken all at once or, where medically necessary, intermittently or on a reduced work schedule.

Intermittent or Reduced Work Schedule Leave

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to disrupt the Park District's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable medical treatment, the Park District may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

Serious Health Conditions & Certification Issues

A Park District representative (the Director of Human Resources, manager, or Department Head, but not the employee's direct supervisor) may directly contact the employee's health care provider to obtain information required by the medical certification form. Further, if a medical certification is incomplete or insufficient, the Park District must notify the employee in writing, specify what information is lacking, and give the employee seven (7) calendar days (unless not practicable under the particular circumstances) to provide the additional information. If the employee does not provide a complete certification after this process, the Park District may deny FMLA leave.

Limitations on FMLA Leave

Leave to care for a newborn or for a newly placed child must conclude within twelve (12) months after the birth or placement of the child and shall not be taken intermittently or on a reduced work schedule, unless the Park District agrees with respect to an individual leave request.

Compensation

An employee must substitute any accrued paid vacation days, paid personal days, and paid sick days for unpaid leave under this policy, and any such paid time off must be taken at the same time as your Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave and for workers' compensation shall be counted toward the twelve (12) weeks of Family and Medical Leave. If the employee qualifies for both Family and Medical Leave and any other leaves, Family and Medical Leave must be taken first.

Benefit Continuation

While a full-time employee (FT) is on FMLA leave, the Park District shall maintain the employee's group health insurance coverage under the same conditions that the employee had at the start of FMLA leave under the FMLA twelve (12) week period. The employee shall be responsible for any premium contribution and/or payment to other employee elected benefit programs. To the extent that an employee's FMLA leave is paid, the employee's portion of health insurance premiums shall be deducted from the employee's salary. For the portion of FMLA leave that is unpaid, the employee's portion of health insurance premiums may be paid to the Park District under a system

that is previously agreed upon in writing. Other benefits, if any, such as vacation, sick leave, or personal days, shall not accrue while an employee is on FMLA leave. Employees on FMLA leave, however, shall not forfeit any benefits that accrued prior to the start of FMLA leave by virtue of taking FMLA leave.

Requesting Leave

Requests for FMLA leaves must be made in writing. At least thirty (30) days advance notice for the birth or adoption of a child or for planned medical treatment should be given. In cases of emergency, notice shall be given as soon as possible (usually within one (1) or two (2) business days).

1. The request must specify, in detail, the reasons for requesting the leave and the length of time the employee intends to be away.
2. In cases where an employee requests leave for the employee's own serious health condition or to care for a seriously ill family member, the Park District may require medical certification from a health care provider to support the request. Medical certification forms are available in the Human Resources Department.
3. If the Park District has reason to doubt the employee's initial certification, the Park District may:
 - a. With the employee's permission, have a Park District designated health care provider contact the employee's health care provider in an effort to clarify or authenticate the initial certification; and/or
 - b. Require the employee to obtain a second opinion by an independent Park District designated provider at the Park District's expense. If the initial and second certifications differ, the Park District may, at its expense, require the employee to obtain a third, final and binding certification from a jointly selected health care provider.
 - c. During FMLA leave, the Park District may request that the employee provide recertification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the employee must provide the Park District with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Park District with reasonable notice (in essence, within two (2) business days). If the employee gives the Park District notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

Return from Leave

Upon returning from FMLA leave, the employee shall be reinstated to the employee's original or equivalent position with equivalent pay and benefits. In the case of an employee's own serious health condition, a physician's statement certifying the employee's ability to perform the essential functions of the job is required. However, an employee is only entitled to reinstatement if the employee would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job reinstatement is sought.

Failure to Return to Work after FMLA Leave

An employee who fails to return to their position on the first day after the leave of absence has expired, shall be considered to have voluntarily resigned. However, pursuant to the Park District's

American with Disabilities Act Policy, employees may request extended unpaid leave as a "reasonable accommodation" under the ADA. The Park District may recover health insurance premiums that the Park District paid on behalf of the employee during any unpaid FMLA leave.

Additional Information

For further information or clarification about FMLA leave, please contact the Human Resources Department.

Approved by Board of Commissioners
Revised by Board of Commissioners

April 27, 2016
_____, 2021

Craig W. Hays, President

Joseph C. DeLuce, Executive Director



Recording and Disposal of Closed Session Minutes Policy

It shall be the policy of the Champaign Park District (Park District) to comply with the Open Meetings Act (Act), 5 ILCS 120/1.02, et seq. The Act permits public bodies to destroy the verbatim records of closed meetings without notification to or the approval of a Records Commission or the State Archivist under the Local Records Act no less than eighteen (18) months after completion of recorded meeting, but only after:

1. The Champaign Park District Board of Commissioners (Board) approves of the destruction of a particular recording;
and
2. The ~~Park District Board of Commissioners~~Board approves the written minutes of the closed meeting.

The ~~Champaign~~ Park District may order the destruction of verbatim records even if it continues to withhold the approved written minutes of the closed session until some later period of time.

All ~~Champaign~~ Park District records are required to be kept on file for various lengths of time in accordance with the Records Retention Schedule. Once the Records Retention Schedule has been met, the ~~Executive Assistant~~Assistant to the Executive Director recommends to the Executive Director which records should be destroyed. The ~~Executive Assistant~~Assistant to the Executive Director works cooperatively with the Park District's Attorney to finalize the destruction process. The ~~Park District Board of Commissioners~~Board must then approve any destruction of the records.

Original approvals for records which the State Archivist permits to be destroyed are shall be maintained in the ~~Executive Assistant's~~Assistant to the Executive Director's Office for future reference ~~should if someone there is a~~ request for a copy of a record that has been destroyed.

Approved by Board of Commissioners April 27, 2016
Revised by Board of Commissioners April 14, 2021

Craig W. Hays, President

Joseph C. DeLuce, Executive Director

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



Recording and Disposal of Closed Session Minutes Policy

It shall be the policy of the Champaign Park District (Park District) to comply with the Open Meetings Act (Act), 5 ILCS 120/1.02, et seq. The Act permits public bodies to destroy the verbatim records of closed meetings without notification to or the approval of a Records Commission or the State Archivist under the Local Records Act no less than eighteen (18) months after completion of recorded meeting, but only after:

1. The Champaign Park District Board of Commissioners (Board) approves of the destruction of a particular recording;
and
2. The Board approves the written minutes of the closed meeting.

The Park District may order the destruction of verbatim records even if it continues to withhold the approved written minutes of the closed session until some later period of time.

All Park District records are required to be kept on file for various lengths of time in accordance with the Records Retention Schedule. Once the Records Retention Schedule has been met, the Assistant to the Executive Director recommends to the Executive Director which records should be destroyed. The Assistant to the Executive Director works cooperatively with the Park District's Attorney to finalize the destruction process. The Board must then approve any destruction of the records.

Original approvals for records which the State Archivist permits to be destroyed shall be maintained in the Assistant to the Executive Director's Office for future reference if there is a request for a copy of a record that has been destroyed.

Approved by Board of Commissioners
Revised by Board of Commissioners

April 27, 2016
_____, 2021

Craig W. Hays, President

Joseph C. DeLuce, Executive Director