

Quincy Park District

BOARD OF COMMISSIONERS MEETING



**QUINCY PARK DISTRICT
1231 Bonansinga Drive
Quincy, Illinois**

**Agenda
February 14, 2018**

Regular Meeting – Board Room

6:00 P.M

CALL TO ORDER (ROLL CALL)

PLEDGE OF ALLEGIANCE

CONSENT AGENDA: (UNANIMOUS CONSENT)

1. Check Register – Full Monthly: Recommended Approval by the Finance Committee
2. Regular Meeting Minutes – January 17, 2018

PUBLIC INPUT: Each speaker may have up to 3 minutes for comments

BOARD INFORMATION/EDUCATION:

- Force Account Work Schedule

CORRESPONDENCE:

VOLUNTEERS:

EXECUTIVE DIRECTOR'S REPORT

- Rome Frericks

DIRECTOR'S REPORTS

- Matt Higley, Director of Parks
- Don Hilgenbrinck, Director of Business Services
- Mike Bruns, Director of Program Services
- David Morgan, Director of Golf

UNFINISHED BUSINESS:

- Friends of the Log Cabins License Agreement: Recommended Approval as Directed by the Board **(VOICE VOTE)**
 - a) Proposal of Lease from Friends of Log Cabins
 - b) License/Lease Agreements Full History-Rome
 - c) License/Lease Agreements Comparison-Attorney Anastas
 - d) License Agreement-Staff Rec

NEW BUSINESS:

- Bid For Quincy Park District Fuel 2018: Recommended Approval **(VOICE VOTE)**
- Bid For Westview Golf Course & Grounds Maintenance Chemicals: Recommended Approval **(VOICE VOTE)**
- Ulysses S. Grant Sign Wording in Clat Adams Park: Recommended Approval **(VOICE VOTE)**
- Women's City Club License Agreement: Recommended Approval as Directed by the Board **(VOICE VOTE)**
 - a) License Agreement for 5 years-\$1 per year and utilities
 - b) License Agreement for 5 years-\$650 per month with 8% increase each year
 - c) License Agreement Proposed By Women's City Club
 - d) License Agreement-2 years-Staff Rec
- Villa Kathrine Sublease by Friends of The Castle: Recommended Approval **(VOICE VOTE)**
- Clat Adams Fountain Replacement, Additional Design and Engineering: Recommended Approval **(VOICE VOTE)**
- Quincy Park District Performing an Archeological Survey in Park Heights Park: Discussion Only
- ORDINANCE NO. 18-01: An Ordinance for Public Sale of Surplus Property: Recommended Approval **(ROLL CALL VOTE)**

PUBLIC INPUT: Each speaker may have up to 3 minutes for comments

EXECUTIVE SESSION: In accordance with 5 ILCS, Par. 120/2c, I move that the Board convenes into Executive Session to discuss: (please read item(s) from list) **(ROLL CALL VOTE)**

CALL TO ORDER (OPEN SESSION) **(ROLL CALL VOTE)**

ACTIONS AFTER EXECUTIVE SESSION

ADJOURN **(VOICE VOTE)**

CONSENT AGENDA
(Unanimous Consent)

QUINCY PARK DISTRICT
1231 Bonansinga Drive
Quincy, Illinois

Regular Meeting
Board Room

January 17, 2018
6:00 P.M.

ROLL CALL

The meeting was called to order by President Bob Gough and upon the roll being called the following members were physically present at said location: President Bob Gough, Vice President John Frankenhoff, Commissioners Vicki Dempsey, Barbara Holthaus, Sara Reuschel Jeff Steinkamp, and Kelly Stupasky.

No Park Commissioner was permitted to attend the meeting by video or audio conference: none.

The following Park Commissioner was absent and did not participate in the meeting in any manner or to any extent whatsoever: none.

Also in Attendance: Executive Director–Rome Frericks, Director of Parks–Matt Higley, Director of Business Services–Don Hilgenbrinck, Director of Program Services–Mike Bruns, Director of Golf–David Morgan, Administrative Assistant–Mary Arp and Board Attorney–Terry Anastas

President Gough led the room in the Pledge of Allegiance.

CONSENT AGENDA

President Gough asked if there were any objections or changes to the December 13, 2017 Regular, the Executive Session Board minutes or the check register and upon hearing no objections he announced they are approved by unanimous consent.

BOARD INFORMATION/EDUCATION

Executive Director Frericks noted that the FY2018 Executive Summary had been distributed and is available on the District's website.

VOLUNTEERS

Executive Director Frericks extended his appreciation to Louise Seaver, Ashley Hibbard, and Jeff Steinkamp for volunteering at the Special Populations Dinner and Dance. The event was well attended.

EXECUTIVE DIRECTOR REPORT

Executive Director Frericks had nothing to add to his monthly report.

DIRECTOR'S REPORTS

Director Higley gave a brief update on the progress of the tree removal. The cold weather has helped. Director Hilgenbrinck noted that he had sent the required Statement of Economic Interest form to all the commissioners and asked that they be returned. He also stated that if they file them that he will still need a receipt. He reviewed the Westview annual analysis report (included in the Executive Summary Report). Director Bruns introduced Adam Rapp, the new program services employee. Director Morgan provided an update on the status of the damage from to the waterline break between the ProShop and concession area at Westview.

NEW BUSINESS

Quincy Park District Board of Commissioners Executive Session Minutes Bi-Annual Review

Executive Director Frericks explained the Board is required to review Executive Session Minutes at least twice each year. The minutes have been made available for the commissioners' review. He had reviewed the minutes from January 1995 through the present and recommends the release of the following executive session minutes-March 9, 2005 - July 13, 2005 - February 8, 2006 - November 14, 2007 - June 22, 2009 - June 23, 2009 - August 11, 2010 - June 8, 2011 - January 15, 2014 - May 13, 2015 and July 8, 2015. He also recommends that staff be authorized to dispose of all closed session audio tapes more than 18 months old. COMMISSIONER REUSCHEL MADE A MOTION TO APPROVE OF THE RELEASE OF THE EXECUTIVE SESSION MINUTES AND THE DISPOSAL OF CLOSED SESSION AUDIO TAPES AS PRESENTED BY STAFF. UNANIMOUS. PRESIDENT GOUGH DECLARED THE MOTION CARRIED.

Bid for Clat Adams Fountain Replacement

Executive Director Frericks explained that the Clat Adams Fountain replacement is a 2018 project. The specifications were prepared and the project was advertised. The bids were opened on January 10th. Three bids were received. The project budget is \$260,000 and the cost of the engineering and design work is \$15,500. The engineering and design work has already been paid with excess funds from the 2017 General Obligation Bond. The low bid was \$362,050 from Trotter General Contracting. Staff recommends the Board reject all bids submitted for Clat Adams Fountain Replacement. Staff will work with the fountain engineers and manufacturers to develop a new plan. COMMISSIONER STUPASKY MADE A MOTION TO REJECT ALL BIDS SUBMITTED FOR CLAT ADAMS FOUNTAIN REPLACEMENT. Frericks explained that the original estimate was determined by staff based on the fountain design and discussion with fountain engineers in St. Louis. It was reasonable based on past experience with fountain work. He noted that moving the pit requires much more additional piping than had been anticipated. They will look into removing the equipment on a skid. Also, the original project provided for multiple lighting choices which increased the number of conduits which also increased the cost. A staff recommendation will be presented at next month's meeting for additional cost for design and engineering. UNANIMOUS. PRESIDENT GOUGH DECLARED THE MOTION CARRIED.

License Agreement with Women's City Club: Information Only

Frericks explained that the Women's City Club asked for additional time to review the proposed agreement. He explained the proposed agreement, with the changes highlighted, was included in the packet. He briefly reviewed the changes. President Gough suspended the rules to provide the Women's City Club an opportunity to address the Board. The President of the Board, Fran Cook noted there were two proposals being discussed and they were considering both proposals. She also noted that the Women's City Club had contributed to the cost of porch repairs in the past and hoped the Board would show the same consideration if there were major mechanical system repairs. There was some discussion regarding the proposals and the associated rates. Director Hilgenbrinck provided a brief history of the cost associated with the Lorenzo Bull house and how rates have been established. Attorney Anastas noted that there were many legitimate points being discussed and the Women's City Club could propose changes to the proposal and trying to negotiate a contract at a Board meeting does not work well. He did suggest that all agreements should have a clause to address litigation cost. President Gough recommended that staff and the City Club continue negotiations and bring an agreement back to the Board next month. President Gough declared the meeting return to regular session.

License Agreement with Friends of the Log Cabins: Recommended Approval as Directed By the Board

Executive Director Frericks stated that the license agreement has been approved by Friends of the Log Cabins Board. The current agreement expires January 18, 2018. This new agreement is a twenty (20) year agreement. Staff presents this license agreement as directed by the Board. COMMISSIONER DEMPSEY MADE A MOTION TO APPROVE THE FRIENDS OF THE LOG CABINS LICENSE AGREEMENT AS PRESENTED BY STAFF. It was noted that the date on the staff recommendation should state that the contract expires February 5, 2018. COMMISSIONER STEINKAMP MADE A SUBSTITUTE MOTION TO AMEND THE AGREEMENT TO A FIVE YEAR AGREEMENT. There was discussion regarding the change from a one year agreement, the implications of agreeing to a 20 year agreement, and the Friends of the Log Cabins organization. COMMISSIONER STEINKAMP WITHDREW HIS MOTION TO CHANGE THE AGREEMENT TO FIVE YEARS AND MADE A MOTION TO TABLE THE LICENSE AGREEMENT WITH FRIENDS OF THE LOG CABINS UNTIL NEXT MONTH. President Gough called for a roll call vote.

THE FOLLOWING ROLL CALL VOTES WERE CAST AND RECORDED:

COMMISSIONER STEINKAMP	YES
COMMISSIONER STUPASKY	YES
COMMISSIONER DEMPSEY	NO
COMMISSIONER HOLTHAUS	NO
COMMISSIONER REUSCHEL	NO
VICE PRESIDENT FRANKENHOFF	YES
PRESIDENT GOUGH	YES

PRESIDENT GOUGH DECLARED THE MOTION CARRIED.

President Gough asked that Mr. Gephardt be contacted and asked to be at next month's meeting. Frericks asked what he should present next month. President Gough stated that the same agreement (20 year) should be presented next month and it could be amended. There was discussion regarding applications for grants, authorizations by Quincy Park District and who benefits from grants and/or fundraising.

Quincy Park District Seasonal Union Employee Agreement

Executive Director Frericks noted that the Board received a summary of the tentative changes to the Seasonal Union Contract in December. The seasonal union has approved those changes. Staff recommends the Board approve the agreement with I.A.M.A.W. District 9 Seasonal Union Employees. VICE PRESIDENT FRANKENHOFF MADE A MOTION TO APPROVE THE AGREEMENT WITH I.A.M.A.W. DISTRICT 9 SEASONAL UNION EMPLOYEES. UNANIMOUS. PRESIDENT GOUGH DECLARED THE MOTION CARRIED.

With no other business to discuss, COMMISSIONER STUPASKY MOVED TO ADJOURN. UNANIMOUS. PRESIDENT GOUGH DECLARED THE MOTION CARRIED.

Secretary

Chairman

Date

Date

PUBLIC INPUT

***BOARD
INFORMATION/
EDUCATION***

CORRESPONDENCE

VOLUNTEERS

To: Board of Commissioners
From: Rome Frericks
Subject: Monthly Report
Date: January 31, 2018

Administrative Initiatives (1/01/18 – 1/31/18)

Attended:

- Tree Commission meeting
 - Directors meeting
 - Safety meeting
 - Rotary meetings
 - GREDF annual meeting
 - QBAREA meeting
 - United Way 5210 meeting
 - Karting meeting
 - Westview marketing meeting
-
- Met with Klingner & Associates on the progress of Bill Klingner Trail current section and the 18th to 24th Street section.
 - Wrote requests for proposals (RFP) for Moorman Main Parking Lot, Batting Cage Parking Lot and Kesler Park Parking Lot.
 - Volunteered for Rotary's Blessing in a Backpack at Adams School.
 - Held a meeting with the Women's City Club to discuss a new license agreement.
 - Attended annual safety training for full time employees.
 - Met with Attorney Terry Anastas several times on current events with the Park District.
 - Attended IAPD/IPRA conference in Chicago.
 - Attended bid opening for the Clat Adams Fountain project.

- Met with Klingner & Associates and Hydro Dramatics to discuss the new plans for Clat Adams Fountain.
- Completed annual evaluations for the department heads.
- Attended the Tri-State Pro Am press release
- Met with QFB Energy to go over the Park District's energy and HVAC usage.

Administrative Initiatives (2/1/18 – 2/28/18)

- Continue to work with local contractors and engineers on the Bill Klingner Trail project.
- Continue planning for 2018 bond projects, goals and objectives.
- Work with staff on finding a tenant for the Lorenzo Bull House.
- Work on ideas for the Wavering Aquatic Center.

DIRECTOR'S REPORTS

To: Board of Commissioners
From: Matt Higley
Subject: Monthly Report
Date: January 31, 2018

Administrative Initiatives (1/1/18 – 1/31/18)

Attended:

- Directors meeting
 - Safety meeting
 - Kiwanis meetings
 - Bridge the Gap meeting
 - Friends of the Trail meeting
 - Clat Adams Fountain meeting
 - State Park District Conference
 - QBAREA meeting
 - Quarterly Staff meeting
 - District wide Electricity Audit
- Monitored work on winter tree list.
 - Monitored progress on 18th to 24th street tree removal.
 - Staff completed yearly safety training.
 - Worked on equipment purchase for Parks Department.

Administrative Initiatives (2/1/18 – 2/28/18)

- Monitor work on winter tree list.
- Continue planning for 2018 projects, goals and objectives.
- Work on 2018 Capital Projects for Parks Department.
- Work on equipment purchase for Parks Department.
- Hold onsite meetings for upcoming projects.
- Monitor progress on 18th to 24th street tree removal.

To: Board of Commissioners

From: Donald J. Hilgenbrinck

Subject: Monthly Report

Date: January 31, 2018

Administrative Initiatives (1/01/18 – 1/31/18)

- Attended Safety Committee meeting.
- Attended meeting with the Women City Club of Quincy to discuss license renewal.
- Closed out FY2017, pending auditor adjusting entries.
- Closed out 2017 payroll, prepared tax reports, and issued W-2s.
- Filed "Statement of Economic Interest" for staff and commissioners with the County Clerk's office.
- Posted the District's 2018 Executive Summary on the website.
- Completed annual FOIA training.
- Coordinated with IPARKS for WV flood damage claim.
- Attended staff meeting with General Energy Corp. for conducting an energy audit of the District's operations.
- Opened brokerage account for District investments.
- The office staff has also been busy with administrative duties, shredding archived documents as approved by the Local Records Commission, and gearing up for the 2018 registration season.

Administrative Initiatives (2/01/18 – 2/28/18)

- Fund the 2018 G. O. Bond and finalize the transaction with Chapman & Cutler.
- Apply to the Local Records Commission for annual destruction of district records in accordance with the district's retention policy.
- Send out marina slip renewals for 2018-2019.
- Continue efforts for finalizing the WV flood damage claim with IPARKS.



Office of the Attorney General State of Illinois

Certificate of Completion

FOIA 2017 Training

Monday, January 29, 2018

Mr
Donald J Hilgenbrinck

Has successfully completed the
Freedom of Information Act on-line training.

A handwritten signature in black ink, reading "Lisa Madigan", written over a horizontal line.

Lisa Madigan
Attorney General
State of Illinois

A handwritten signature in black ink, reading "Sarah Pratt", written over a horizontal line.

Sarah Pratt, Public Access Counselor
Chief, Public Access Bureau
Office of the Attorney General

To: Board of Commissioners
From: Mike Bruns
Subject: Monthly Report
Date: January 26, 2018

Administrative Initiatives (01/01/18 – 01/31/18)

- Attended the monthly safety committee meeting.
- Conducted staff evaluations.
- Staff prepared the information for the youth soccer and little league programs.
- Staff emailed out information to last year's participants in youth soccer and little league.
- Staff finalized the 2018 program and event schedules.
- Staff worked on hiring seasonal supervisors for 2018.
- Staff finalized the schedules for the outdoor concerts, family fun in the sun and outdoor movies.
- Staff updated information on the website and VSI.
- Staff worked on finalizing the information for the sand volleyball leagues.
- Prepared the 2017 report on program and event attendance and financial report on programs.
- Met with office staff to go over registration procedures for all spring and summer programs.

- Staff worked on the 2018 team sponsorships.
- Staff updated the rules for all of our sports programs.
- Staff worked on plans for using WAC as a campground site.
- Met with and hired a new tennis supervisor for this summer.
- The new Recreation Supervisor started.

Administrative Initiatives (02/01/18 – 02/28/18)

- Staff will deliver flyers to the schools on little league and youth soccer programs.
- Staff will work on hiring the spring and summer seasonal staff.
- Continue to work on the 2018 team sponsorships.
- Staff will work on organizing the youth soccer and little league programs.
- Staff will work on the concession menu and prices for IMP and the Batting Cage.
- Staff will continue to work on plans for using the Wavering Aquatic Center as a campground site.
- Staff will organize Mommy Date Night for March 3 and Daddy Date Night for March 4.
- Staff will prepare for the job fair on March 8.

Programs/Facilities	2013	2014	2015	2016	2017
Wavering	8,624	8,148	4,691	na	na
Indian Mounds	10,333	8,906	8,337	11,713	10,765
Pool Swim Lessons	125	174	149	91	93
Water Babies	38	18	8	15	15
Pool Private-Birthday Parties	25	20	18	15	20
Pool Events: Splash Bashes, Dive-In Movie	250	50	32	20	10
WAC: Pool Concessions	\$15,411	\$14,284	\$7,310	na	na
IMP: Pool Concessions	\$19,960	\$21,902	\$17,629	\$23,147	\$24,440
Pool Passes	489	419	209	290	379
WAC: Customer Appreciation Day	48	196	429	na	na
IMP: Customer Appreciation Day	106	342	633	567	424

Batting Cage Facility	2013	2014	2015	2016	2017
Customer Appreciation Day	\$880	\$1,389	\$720	\$756	\$1,079
Hy-Vee Special (Friday) Mini-Golf	613 rounds	689 rounds	773 rounds	713 rounds	445 rounds
Mini Golf	\$57,887	\$59,839	\$58,942	\$59,605	\$50,597
Tokens	\$11,996	\$14,755	\$13,316	\$12,459	\$12,033
Paddle Boats	\$6,136	\$6,535	\$6,158	\$6,223	\$6,595
Concessions	\$16,847	\$18,854	\$22,392	\$24,497	\$25,583
Bike Rentals	\$142	\$179	\$152	\$155	\$134

Programs	2013	2014	2015	2016	2017
Adult Co-Ed Softball	180 players/ 12 teams	180 players/ 12 teams	180 players/ 12 teams	135 players/ 9 teams	150 players/ 10 teams
Adult Soccer League	100 players/ 5 teams	120 players/ 6 teams	140 players/ 7 teams	120 players/ 6 teams	140 players/ 7 teams
Adult Softball	690 players/ 46 teams	600 players/ 40 teams	510players/ 34 teams	150 players/ 10 teams	150 players/ 10 teams
After School Program	115	105	111	123	128
Aqua Zumba	17	30	10	20	25
Fishing Clinics	184	181	157	200	158
Future Hawk Sports Camp	na	21	0	na	na
Horsing Around	na	13	3	12	5
Low Impact Fitness Exercise (LIFE)	104	80	85	122	98
Natural Born Explorers	3	5	0	5	5
North Quincy Sports	na	na	na	350	450
Pickleball	na	144	1,000	1,500	1,500
Shoshinkan Martial Arts (Karate)	48	60	58	16	na
Special Populations	46 daily/ 1,334	35 daily/ 1,015	48 daily/ 1,200	45 daily/ 1,305	50 daily/ 1,450
Summer Music	101	91	146	175	157
Summer Playground	85 daily/ 2,890	78 daily/ 2,652	69 daily/ 1,725	50 daily/ 1,856	45 daily/ 1,630
Tennis - Youth Instruction	95	101	127	106	85
Tennis - Family Lessons	na	18	35	28	21
Tiny Tumblers	10	25	13	19	5
Walk a Hound, Lose a Pound	na	25	17	15	13
Yoga	16	10	64	90	105

Programs/Facilities					
	2013	2014	2015	2016	2017
Youth Baseball/Softball	538 players/ 40 teams	640 players/ 48 teams	see below	see below	see below
Little League age 7-13	na	na	371 players/ 30 teams	400 players/ 31 teams	430 players/ 14 teams
Girls Softball age 7-12	na	na	201 players/ 16 teams	197 players/ 15 teams	172 players/ 14 teams
Boys Baseball age 14-16	na	na	na	48 players/ 4 teams	36 players/ 3 teams
T-Ball	na	na	144 players/ 11 teams	134 players/ 11 teams	154 players/ 12 teams
Total Little League/Softball/T-Ball	na	na	716 players/ 57 teams	779 players/ 61 teams	792 players/ 63 teams
Youth Baseball/Softball Sponsors	30	39	46 Team/ 10 Sign	47 Team/ 9 Sign	52 Team/ 10 Sign
Youth Soccer	175 players/ 19 teams	196 players/ 19 teams	190 players/ 19 teams	274 players/ 24 teams	380 players/ 33 teams
Youth Soccer Ages 3-5 yrs. old	113 players/ 10 teams	143 players/ 12 teams	131 players/ 11 teams	190 players/ 16 teams	128 players/ 11 teams
Zumba Fitness	65	14	33	40	35

Special Events					
	2013	2014	2015	2016	2017
Breakfast With Santa	50	25	na	350/At Mall	125/At Mall
Date nights Mother/Son - Father/Daughter	202	214	198	286	216
Disc Golf Tournament	45	65	75	93	102
Easter Event	425	500	500	500	500
Fall Festival at Batting Cage Area	50	125	300	800	850
Fishing Rodeo	250	70 rain	150	75	80
Family Fun In the Sun	365	350	200	275	175
Bill Klingner Trail Event	na	na	na	na	125
Outdoor Concerts	1,900	1,325	250	425	350
Outdoor Movies In the Park	325	1,400	850	875	1,200
Special Populations Holiday Dance	270	240	255	255	255
Storytelling By the Campfire	75	50	50	75	75
Tennis Fest	50	125	100	75	80
Visit With Mrs. Claus	na	5	6	na	na
Winter Festival at Clat Adams	500	150	na	na	na

PROGRAM REPORT 2017

The following list shows how the programs did for 2017:

PROGRAM	EXPENSES	INCOME	DIFFERENCE
Youth Baseball/Softball	\$55,017	\$52,788	(-\$2,229)
Tennis	\$3,945	\$3,559	(-\$386)
Youth Soccer	\$4,633	\$14,255	\$9,622
Summer Playground	\$11,408	\$0	(-\$11,408)
Summer Music	\$3,020	\$4,690	\$1,670
After School	\$81,437	\$52,496	(-\$28,941)
Date Nights	\$1,962	\$3,006	\$1,044
Martial Arts	\$84	\$120	\$36
Fishing Clinics	\$1,528	\$0	(-\$1,528)
Tiny Tumblers	\$120	\$250	\$130
Horsing Around	\$250	\$350	\$100
Adult/Co-ed Softball	\$9,158	\$8,575	(-\$583)
Aerobics	\$2,167	\$3,441	\$1,274
Special Populations	\$25,999	\$661	(-\$25,338)
Zumba	\$1,280	\$1,550	\$270
Adult Soccer	\$480	\$1,750	\$1,270
Yoga	\$2,346	\$4,050	\$1,704
Special Events (Family Fun in the Sun, Outdoor Movies, Storytelling)	\$4,717	\$1,500	(-\$3,217)
Outdoor Concerts	\$1,800	\$0	(-\$1,800)
Showmobile	\$673	\$1,400	\$727
Quench Buggy	\$65	\$250	\$185
Indian Mounds Pool	\$117,984	\$81,396	(-\$36,588)
Batting Cage Facility	\$83,935	\$96,136	\$12,201

Recreation Fund surplus for 2017	\$106,676
Recreation Fund budget for 2017	\$14,058
Recreation Fund cash balance as of 12/31/17	\$561,516
Recreation Fund cash reserve required	\$199,386

To: Board of Commissioners
From: David Morgan
Subject: Monthly Report
Date: February 1, 2018

Administrative Initiatives (01/01/18 – 01/31/18)

- Attended safety, directors and board meetings.
- Opened the golf course on Thursday January 25th.
- The Tri-State Pro-Am press release was held at Westview Golf Course.
- Continued meeting with sales reps to plan for the 2018 season.
- Updated the Westview 2018 calendar of events and it has been posted to the website.
- Addressed water damage at the clubhouse due to a water line break.
- In the concession area, removed the carpet and etched the concrete to prepare the floor for refinishing.
- Completed 2018 chemical bid summary for Westview Golf Course.
- Continuing annual equipment repair work.
- Sold the old fairway sprinklers to Sports Turf Irrigation for \$2,895.
- 22 stumps removed from the course. (150 yard bushes that were overgrown).

Administrative Initiatives (02/01/18 - 02/28/18)

- Continue updating golfer's households and emails on POS system.
- Attend safety, directors and board meetings.
- Continue to monitor the golf course on a daily basis for course playability.
- Final preparation and painting of the floor in the concession and banquet rooms.
- Continue felling of dead and hazard trees on the golf course.
- Weather permitting, staff will install secondary culvert pipe in the lake on #4.
- Equipment repairs to continue.
- Continue tree trimming and chipping of low branches around the course.
- Notify suppliers of the results of the chemical bids.
- Weather permitting, staff will start construction of the new sand bin containment area.

Westview Golf Course Rounds of Golf - 2018

		Jan-18	2018 YTD	Jan-17	2017 YTD
10000	18 Hole Weekday Green Fee	0	0	0	0
10001	18 Hole Weekend Green Fee	0	0	0	0
10002	9 Hole Weekday Green Fee	2	2	0	0
10003	9 Hole Weekend Green Fee	0	0	0	0
10004	Twilight Green Fee	0	0	0	0
10005	Fall/Spring/Winter Green Fee	17	17	52	52
10006	M-T-TH-Special	0	0	0	0
10007	Winter Special w/ Car	136	136	12	12
10008	Third Nine Green Fee	28	28	1	1
10009	Family Night Adult	3	3	0	0
10010	Family Night Child	2	2	0	0
10011	Jr. Green Fee	0	0	0	0
10012	Promotional Round	0	0	0	0
10013	Twilight Combo	1	1	0	0
10014	Early Bird 9	0	0	0	0
10015	Early Bird 18	0	0	0	0
11000	Adult Weekday Pass Visit	7	7	3	3
11001	Adult Weekend Pass Visit	18	18	12	12
11002	Senior Weekday Pass Visit	15	15	3	3
11003	Senior Weekend Pass Visit	22	22	14	14
11004	Senior Rest. Weekday Pass Visit	0	0	0	0
11005	Super Senior Weekday Pass Visit	11	11	10	10
11006	Employee Pass Visit	0	0	0	0
11007	Junior Weekday Pass Visit	2	2	2	2
11008	Junior Weekend Pass Visit	5	5	5	5
11010	Junior Summer Pass Visit	0	0	0	0
11011	Young Adult Weekday Pass Visit	1	1	0	0
11012	Young Adult Weekend Pass Visit	2	2	2	2
11013	School Team Pass Visit	0	0	0	0
12000	Green Fee Punch card Visit	5	5	7	7
13000	Tournament Round	0	0	0	0
13001	Tournament Green Fee	0	0	0	0
13002	Outing Green Fee	0	0	0	0
	2017 Total	277	277	123	123
	Per Visit Fee	\$272	\$272	\$122	\$122
	* Days Closed	26	26	17	17

***UNFINISHED
BUSINESS***

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 14, 2018

STAFF RECOMMENDATION

AGENDA ITEM: FRIENDS OF THE LOG CABINS LICENSE AGREEMENT: RECOMMENDED APPROVAL AS DIRECTED BY THE BOARD

BACKGROUND INFORMATION: The License Agreement has been developed by the Friends of the Log Cabins Board and the Quincy Park District. The current agreement expired January 18, 2018. This new agreement is a twenty (20) year agreement expiring February 5, 2038. Based on Attorney Anastas' recommendation, a default clause has been added to this agreement. There are no other changes to the agreement.

A copy of the agreement is included with this report.

FISCAL IMPACT: None.

STAFF RECOMMENDATION: Staff presents this license agreement as directed by the Board.

PREPARED BY: Rome Frericks, Executive Director

BOARD ACTION:

L E A S E

THIS AGREEMENT made and entered into this ____ day of January, 2018, by and between the Quincy Park District, as First Party and Friends of the Log Cabins, an Illinois not-for-profit corporation, as Second Party.

W I T N E S S E T H:

WHEREIN the First Party does hereby demise and lease to the Second Party the following parcel of real estate, together with improvements thereon, to-wit:

That part of the park system commonly known and called the Log Cabin Village, located on Quinsippi Island in Quinsippi Island Park on the West side of Bonansinga Drive in the City of Quincy, situated in the County of Adams and State of Illinois.

TO HAVE AND TO HOLD the same unto the Second Party for a term of twenty (20) years, commencing as of February 4, 2018, and ending February 5, 2038, upon and subject to the following conditions, covenants, stipulations and agreements:

1. Said Log Cabin Village shall be used by the Second Party for the purpose of operating and maintaining a cultural, recreational, educational and historical facility and for all other legal purposes.

2. The Second Party shall pay to the First Party rent for the demised premises, each year, the sum of One Dollar (\$1.00) and the other considerations contained herein.

3. The First Party shall care for and keep in good condition the grounds within the Log Cabin Village itself and Quinsippi Island Park including, but not limited to the lawn, fences, sidewalks, driveways, parking lot, security lighting and related equipment, comfort station and all utilities, including plumbing

and electric.

4. The Second Party is liable for and hereby agrees to indemnify and hold harmless the First Party, its elected officials, officers, agents and employees, with respect to any claims for personal injury or property damage not caused by First Party's negligence, which may arise, either directly or indirectly, in connection with the use, care or custody of the Leased Premises and adjacent areas by the Second Party or any of its officers, agents and employees, or anyone using the Leased Premises under the authority of the Second Party, or anyone participating in or observing the programs or activities of Second Party, or any persons accompanying any of the aforesaid persons, and, in addition, the Second Party agrees to obtain, at its sole expenses, liability insurance coverage covering its obligation hereunder as listed below:

Bodily Injury, Personal Injury, Property Damage:
 \$1,000,000 each occurrence
 \$1,000,000 aggregate
Medical Coverage
 \$5,000 each person
 \$1,000,000 each accident

5. Such insurance policies shall name the First Party, its board members, officers, agents and employees, as named co-insureds, or shall otherwise indemnify said parties against the above-described losses and shall contain a provision indicating that the insurance may not be cancelled or non-renewed unless the First Party is given at least thirty (30) days prior written notice of cancellation or non-renewal. Prior to commencement, the Second Party shall deposit certificates of insurance with the First Party evidencing said

insurance for said purposes, and shall maintain current certificates of insurance on deposit with the First Party throughout the term of this lease.

6. That Second Party shall be responsible for insuring any contractor used, will have Worker's Compensation insurance and insure that the contractor or contractors are so covered prior to the inception of any work on the structures in the Log Cabin Village as contemplated by this agreement.

7. The Second Party shall be responsible for and at its own cost and expense provide and furnish all restoration and preservation costs and/or other repairs and maintenance of structures within the Log Cabin Village including major and minor structural repair or renovation by either volunteers or a contractor. The First Party may contribute to this cost and expense at their option.

8. That Second Party shall not make any substantial changes or alterations to the Log Cabin Village buildings or grounds nor shall First Party make any substantial changes to the Log Cabin Village buildings or grounds without the consent of the other party to this Agreement. The parties hereto recognize the desirability and need for certain improvements to the structures and grounds, including additional parking, security lighting and related equipment, fencing, walk-ways, and landscaping. First Party herein consents to such improvements provided that if the Second Party accomplishes any of the improvements using a contractor the Friends will insure the contractor has or obtains

worker's compensation insurance and insure that the contractors are so covered prior to inception of any work on any such improvement. Further, Second Party agrees that any such improvements undertaken by Second Party shall be at Second Party's expense, but First Party agrees to use its best efforts to allocate and otherwise obtain funding for such improvements taking into consideration First Party's budget and other Park District obligations.

9. That Second Party shall not sublease or assign the premises demised without first obtaining the written consent of First Party which consent shall not be unreasonably withheld; said sublease or assignment arrangements shall not reduce or remove Second Party's liability and indemnification responsibilities under Paragraph 4 of this Lease Agreement, or any other provision of this Lease.

10. That Second Party may rent the demised premises or any part of it subject to the restrictions of this lease agreement; said rental arrangements shall not reduce or remove Second Party's liability and indemnification responsibilities under Paragraph 4 of this lease agreement, or any other provisions of this lease.

11. Paragraph 8 above shall not limit the Second Party in making changes or alterations to the structures which would put the structures in conformity with the original architecture of each structure.

12. In the event that alcoholic beverages are to be sold, given or delivered on the premises, dram shop insurance shall be purchased

at no expense to First Party and both parties shall be named as insureds on such dram shop insurance.

13. Second Party recognizes that First Party is subject to the provisions of the Illinois Open Meetings Act and in the event that the First Party shall meet with Second Party on the demised premises, Second Party shall cooperate with First Party to ensure compliance with the provisions of such Open Meetings Act.

14. Notwithstanding any of the provisions hereof, the parties hereinafter, by mutual consent, may agree to modifications or additions hereto, with said modifications or additions to be made a part of and attached as an addendum of the original.

IN TESTIMONY WHEREOF, the First Party has caused this Agreement to be executed in its name and for and on its behalf by its President and attested by its Secretary and its corporate seal to be attached pursuant to the power and authority duly granted by the Commissioners of the Quincy Park District and said second Party has caused this Agreement to be executed in its name and for and on its behalf by its President and attested by its secretary and its corporate seal attached pursuant to the power and authority duly granted by the Board of Directors of the Friends of the Log Cabins.

QUINCY PARK DISTRICT,

By: _____
Its President

ATTEST:

Its Secretary

FRIENDS OF THE LOG CABINS,

By: _____
Its President

ATTEST:

Its Secretary

Proposal

Quincy Park District Lease/Lease History

<u>Organization</u>	<u>Previous Agreements</u>	<u>Year/Years</u>
Friends of the Castle	1987-1997	10
	1997-2017	20
	2017-2037	20
Friends of Log Cabins	2014	1
	2015	1
	2016	1
	2017	1
Great River Ski Club	1996-2006	10
	2006-2016	10
	2016-2026	10
Quincy Art Center	1945-1965	20
	1946-1956(Amended)	10
	1966-1971	5
	1972-1982	10
	1980-1990(Amended)	10
	1989-2000	11
	2001-2011	10
	2011-2021	10
Women's City Club	1933-1937	5
	1937-1941	5
	1941-1946	5
	1946-1956	10
	1956-1966	10
	1966-1976	10
	1976-1980	4
	1980-1984	4
	1984-1987	4
	1987-1997	10
	1997-2007	10
	2007 to current day	1

Quincy Park District Lease/License Comparison - Contrast

Entity/NFP Date/ Date Signed	Term	Sublease Permitted	Tenant/Licensee Maintenance Requirements	Exclusive Possession	Rent	Utilities
Friends of the Castle NFP 11/2/78 1/18/2017 Lease	Renewed 20 year term # 2 or 3	Yes / w approval	Interior and exterior including structural maintained by FOC QPD maintains grounds	Of Building but Open to public as visitor's center	\$1 per yr	FOC
Friends of the Log Cabins NFP 11/13/07 1/18/2017 License	1 year w/right to cancel 30 days	No but may charge fee for event and park use permit required	Log Cabins must be maintained by FOLC QPD maintains Park	Non-Exclusive	\$0	None
Great River Ski Club NFP 7/31/78 12/14/2016 License	3rd 10 year term	No unless approved	Shared based on restroom included in building Interior & Exterior maintained by GRSC QPD maintains grounds	Exclusive except restroom and grounds	\$1 per yr	GRSC
The Quincy Art Center NFP 12/5/45 7/13/2011 License	10 year term (#?)	Limited to 48 hours and to community organizations	Interior and exterior including structural/ w consent maintained by QAC QPD maintains grounds	Exclusive except grounds	\$1 per yr	QAC
The Women's City Club NFP 7/28/38 1/18/2017 License	1 year term (#?) w/right to cancel 90 days	Yes fees collected from groups to pay for maintenance	Interior décor, Kitchen appliances & furnishings only maintained by WCC All exterior, major interior, and grounds maintained by QPD	Non-exclusive subject to advance reservations Portions of house excluded	\$600/mo	QPD

License Agreement

Log Cabin Village

THIS LICENSE AGREEMENT is made and entered into this _____ day of _____, 2018 by and between the Quincy Park District, an Illinois municipal corporation, as Licensor, and the Friends of the Cabins, an Illinois 501(c)3, not-for-profit corporation, as Licensee.

RECITALS:

- A. The Licensor owns several log cabins, a stone smoke house, a log church and a log corn crib located in Quinsippi Island Park. This area is commonly referred to as the "Log Cabin Village".
- B. The Licensee desires to use the Log Cabin Village to develop and conduct public historical programs and events.
- C. The Licensee desires to coordinate the occasional use of the Log Cabin Village for weddings and private parties and to charge a fee or collect donations for this service. Funds collected are for preservation of the cabins and necessary operational expenses of the Licensee.
- D. The Licensor is willing to allow the Licensee to use the Licensed Area, subject to the terms and conditions set form in this agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Grant of License

Subject to the terms and conditions of this agreement and subject to the submission and approval of a Special Park Use Permit or other notice as required by the Licensor, the Licensor grants to the Licensee a license to use the Log Cabin Village for the purpose of conducting tours, historical presentations, programs and events and the Licensee may also coordinate for the private use of the facilities and charge a fee or request a donation for that service. The Licensee, its guest and invitees will have non-exclusive use of the restrooms and other facilities that are available for public use.

2. Non-Exclusive License

- a. This License is non-exclusive; the Licensor shall continue the use of the licensed area subject to Licensees prior use of the area pursuant to the terms and conditions of this license. The Licensor shall have the right, but not the obligation, to enter onto the property at any time to inspect, repair and maintain any structure, facility or improvement located in the license area in such a manner to not unreasonably interfere with the rights of the Licensee under this agreement.
- b. This agreement is not and does not constitute a lease or other rental agreement. The Licensee's non-exclusive right to use the licensed area may be terminated in accordance with the terms set forth in this agreement.

3. Term

This license is in effect until February 5, 2038.

4. Termination

Either Party may terminate this license at any time, upon thirty (30) days' notice in writing to that effect to the other party along with an explanation of why the License is being terminated. If the Licensor finds the Licensee's use of the area causes safety concerns or interferes with the operation of the Park District, then the Licensor may require the Licensee to cease the activities in question immediately. The Licensor will send written notification of the reason for requiring the cessation of activities to the Licensee within seven (7) calendar days to the address on file for the Licensee and allow the Licensee the option to take corrective action. If the Licensor is not satisfied with the corrective action by the Licensee, they can terminate the License for cause. If this license is terminated for cause, the Licensor shall provide notice as soon as may be practicable and a written notice stating the cause of termination within seven calendar days. If the license is terminated for any reason the Licensee shall immediately cease any further exercise of the license granted and the Licensee must remove any of its property stored at the Log Cabin Village within thirty (30) days of the termination. In the case of termination by the Licensor, the Licensor will assume responsibility for any activities pre-approved via a Special Park Use Permit or other notices as required by the Licensor.

5. Rights Not Transferable

Neither this License, nor any right hereunder, may be sold, assigned, or transferred in whole or in part by Licensee. Any attempt to do so shall be deemed to effect an immediate termination of the license.

6. Restricting Access or Removal of Structures

The Licensor may restrict access or remove any structure in the village it determines to be unsafe. Prior to removing any structure the Licensor will consult with the Licensee on the potential to repair the structure and the method of removal and storage if removed.

7. Routine Maintenance

- a. Grounds: The Licensor is responsible for maintaining the grounds.
- b. Structures Routine Maintenance: The Licensee is responsible for inspecting and performing minor routine maintenance using volunteer labor on the structures to include, but not limited to, cleaning, repair or replacement of chinking, minor repairs to logs, windows, doors and roofs.

8. Substantial Repairs and Prevailing Wage for Contract Labor

- a. Any substantial repairs or alteration to the structures must be coordinated with and approved by the Licensor.
- b. Any labor conducted by a paid contractor regardless of scope must be approved by the Licensor. A work by contractors is subject to the provisions of the Illinois Prevailing Wage Act and written acknowledgement of the requirements and proof of insurance must be obtained prior to any work being performed.

9. Hold Harmless

The Licensee is liable for and hereby agrees to indemnify and hold harmless the Licensor, its elected officials, officers, agents and employees, with respect to any claims for personal injury or property damage not caused by Licensor's negligence,

which may arise, either directly or indirectly, in connection with the use, care, custody or control of the Licensed Premises and adjacent areas by the Licensee or any of its officers, agents and employees, or anyone using the Licensed Premises under the authority of the Licensee, or anyone participating in or observing the programs or activities of the Licensee, or any persons accompanying any of the aforesaid persons, and, in addition, the Licensee agrees to obtain, at its sole expenses, liability insurance coverage covering its obligation hereunder as listed below:

Bodily Injury, Personal Injury, Property Damage:

\$1,000,000 each occurrence

\$1,000,000 aggregate

\$1,000,000 each accident

Such insurance policies shall name the Licensor, its board members, officers, agents and employees, as named co-insured, or shall otherwise indemnify said parties against the above-described losses and shall contain a provision indicating that the insurance may not be cancelled or non-renewed unless the Licensor is given at least thirty (30) days prior written notice of cancellation or non-renewal. Prior to commencement, the Licensee shall deposit certificates of insurance with the Licensor evidencing said insurance for said purposes, and shall maintain current certificates of insurance on deposit with the Licensor throughout the term of this license.

10. Notification

Notifications required under this license will be to the contact names, telephone number, emails and address provided by the parties and attached to this document. Either party may update the contract list as needed during the term of this license.

11. Default

In the event Licensee defaults in the performance of any of the rules, regulations or other terms, restrictions or conditions contained in this Agreement, the Licensee agrees to pay the Quincy Park District's reasonable attorney's fees, court costs and expenses incurred as a result of such default.

IN TESTIMONY WHEREOF, the Licensor has caused this Agreement to be executed in its name and for and on its behalf by its President and attested by its Secretary and its corporate seal to be attached pursuant to the power and authority duly granted by the Commissioners of the Quincy Park District and said Licensee has caused this Agreement to be executed in its name and for and on its behalf by its President and attested by its secretary pursuant to the power and authority duly granted by the Board of Directors of the Friends of the Log Cabins

ADOPTED: _____, 2018

APPROVED: _____, 2018

QUINCY PARK DISTRICT

BY: _____
Its President

ATTEST:

BY: _____
Its Secretary

FRIENDS OF THE LOG CABINS

BY: _____
Its President

ATTEST:

BY: _____
Its Secretary

Notifications:

Licensors:

Quincy Park District
1231 Bonansinga Drive
Quincy, Illinois 62301

Telephone: 217-223-7703
Email: info@quincyparkdistrict.com

Contact Persons:

Director of Parks: Matt Higley
217-919-
0290 mhigley@quincyparkdistrict.com

Executive Director: Rome Frericks
217-919-
0311 rfrericks@quincyparkdistrict.com

Licensee:

Friends of the Log Cabins Association,
P.O. Box 3122
Quincy, IL 62305

John Gebhardt/President,
502 N. 28th St
Quincy, IL 62301
217-223-9078 avtvman14@hotmail.com

Betty Gebhardt/Secretary (Events Chair) same as for John
Gebhardt hankjoe5@yahoo.com

Ron Eberle/Treasurer (Restoration Chair)
102 East Street
Ursa, 62376
217-221-5048 (Leave Phone Number and he will call back)
rseberle@adams.net

John Gebhardt/President, Friends of the Log Cabins Association

NEW BUSINESS

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 14, 2018

STAFF RECOMMENDATION

AGENDA ITEM: BID FOR QUINCY PARK DISTRICT FUEL 2018: RECOMMENDED APPROVAL

BACKGROUND INFORMATION: The Park District Code requires that, “contracts for supplies, materials or work involving an expenditure in excess of \$25,000 shall be let to the lowest responsible bidder after due advertisement.” The District’s annual fuel purchases will exceed the bid threshold amount.

Staff advertised for bids in the local newspaper and they were opened on February 1, 2018; one bid was received. Prairieland FS Inc. was low bid at 10 cents over rack price.

The bids are based on the price that will be charged over the supplier’s delivered cost for the fuel. The supplier’s cost will follow the market rate.

The period covered by the agreement is March 1, 2018 – February 28, 2019.

FISCAL IMPACT: The 2018 budget accounts for the range of fuel prices likely to be encountered in 2018.

STAFF RECOMMENDATION: Staff recommends approval of the bid from Prairieland FS, Inc. for fuel delivered during the period covered by the agreement.

PREPARED BY: Matt Higley, Director of Parks

BOARD ACTION:

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 14, 2018

STAFF RECOMMENDATION

AGENDA ITEM: BID FOR WESTVIEW GOLF COURSE & GROUNDS MAINTENANCE CHEMICALS: RECOMMENED APPROVAL

BACKGROUND INFORMATION: Annually the District purchases pesticides for Westview grounds maintenance. A bid packet for the delivered unit price of listed chemicals or approved equals was provided to pesticide distributors. The District has made no guarantee of product purchase amounts, but will purchase from the vendor who can deliver the product needed for the lowest as applied price.

Proposals were due on January 26, 2018.

Five proposals were received.

A bid summary is included with this report. Purchase of identical “AGENCY” priced low bid product will be rotated through the qualified bidders.

FISCAL IMPACT: Chemical purchases are included in the Westview maintenance budget based on estimated need. The actual amount purchased will depend on weather conditions.

STAFF RECOMMENDATION: Staff recommends approval of the low bids as indicated on the bid summary form.

PREPARED BY: David Morgan, Director of Golf

BOARD ACTION:

Westview Golf 2018 Chemical Bid Summary

Westview Golf 2018 Chemical Bid Summary						
Product Bid						
* approved equal/generic						
Yellow indicates agency pricing						
Red indicates low bid						
				Distributors Bids		
Fungicides	unit size	Helena	Supreme	Van Diest	Ad Turf	Greens pro
*Chlorothalonil DF	20lbs	\$175.00	\$280.00	\$160.00	\$175.00	\$236.00
Daconil Action	2.5 gal	\$217.50	\$217.50	\$217.50	NB	\$217.50
Headway	10 gal	\$4,060.00	\$4,060.00	\$4,060.00	NB	\$4,060.00
Briskway	1 gal	\$1,315.00	\$1,315.00	\$1,315.00	NB	\$1,315.00
Tartan	2x2.5 gal	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
26GT	2x2.5 gal	\$586.25	\$600.00	\$551.20	NB	\$735.00
*Iprodione	2x2.5 gal	\$240.00	NB	\$180.65	\$306.98	\$268.00
*26019	2x2.5 gal	NB	\$188.00	\$184.90	NB	\$220.00
Secure	2.5 gal	\$1,470.00	\$1,470.00	\$1,470.00	DMB	\$1,470.00
3336 plus	2.5 gal	NB	\$210.00	\$185.35	NB	\$280.50
*thiophanate		NB			NB	
Pro-star	4x3 lbs	\$717.60	\$500.00	\$607.08	\$979.80	\$830.00
Banol	2x2.5 gals	\$1,925.00	\$1,912.50	\$1,925.00	\$1,925.00	\$1,925.00
chipco 2636	2.5 gals	\$280.50	\$280.50	\$280.50		\$280.50
*TMI 2020	2.5 gal				\$245.19	
Subdue max	10 gals	\$5,070.00	\$5,070.00	\$5,070.00	NB	\$5,070.00
*Mefanoxam	10 gals	NB	NB	\$3,058.30	\$3,922.16	\$4,840.00
Torque	1 gal	\$139.86		\$126.69	NB	\$172.00
*Tebuconazole	1 gal	NB	\$54.00	\$41.88	NB	NB
Signature	8x5.5 lb	\$1,190.00	\$1,190.00	\$1,190.00	\$1,190.00	1,190.00
*Fosetyl AL	8x5.5 lb	NB	NB		NB	\$814
Allude	2.5 gal	NB	NB	\$90.63	NB	NB
Banner maxII	1 gal	\$216.00	\$216.00	\$216.00	NB	\$216.00
*Propiconazole	1 gal	\$59.00	\$75.00	\$52.33	\$96.41	\$79.00
Bayleton Flo	2x2.5 gal	\$2,730.00	\$2,730.00	\$2,730.00	\$2,730.00	\$2,730.00
Emerald	4.9 lbs	\$1,568.00	\$1,568.00	\$1,568.00	\$1,568.00	\$1,568.00
Insignia	2.5 gal	\$2,897.50	\$2,897.50	\$2,897.50	\$2,897.50	2,897.50
Trinity	2x2.5 gal	\$946.30	NB	\$838.15	NB	\$1,107
Tourney	4x5 lb	\$2,771.00	\$2,771.00	\$2,771.00	\$2,771.00	\$2,771.00
Honor Intrinsic	6x3 lb	\$2,616.12	\$2,616.12	\$2,616.12	NB	\$2,616.12
Renown	2x2.5 gal	\$1,040.00	\$1,040.00	\$1,040.00	NB	\$1,040.00
Instrata	2x2.5 gal	\$800.00	\$800.00	\$800.00	NB	\$800.00
Interface	2x2.5 gal	\$772.50	\$772.50	\$772.50	\$772.50	\$772.50
Stellar	4x104 oz	\$2,084.16	\$2,039.80	\$2,039.80	\$2,039.80	2,039.80
Mirage	2x2.5 gal	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
Lexicon	84 oz.	\$1,935.36	\$1,935.36	\$1,935.36	\$1,935.36	\$1,935.36
Velista	22 oz.	\$204.60	\$204.60	\$204.60	NB	\$204.60

Product Bid							
* approved equal/generic							
Yellow indicates agency pricing							
Red indicates low bid							
				Distributors Bids			
Fungicides	unit size	Helena	Supreme	Van Diest	Ad Turf	Greens pro	
Heritage action	1 lb.	\$330.00	\$330.00	\$330.00 NB		\$330.00	
Exmpler	45.6 oz	\$820.80	\$820.80	\$820.80	\$820.80	\$820.80	
Appear	4 gal	\$532.00	\$532.00	\$532.00 NB		\$532.00	
Fiata	2.5 gal	\$129.00	\$129.00	\$129.00 NB		NB	
Strobe 2 L	2 gal	\$1,800.00	NB	\$1,062.50 NB		\$1,040.00	
Strobe 50WG	12lbs	\$2,400.00		\$1,552.44		\$1,900.00	
Kabuto SC	1 gal	\$561.15	\$622.95	\$561.15 NB		NB	
Herbicides							
Bensumec	2x2.5 gal	\$569.50	\$508.00	\$511.15	\$655.88	\$660.00	
DimensionWSP	2.5 lbs	\$114.00	\$114.00	\$114.00	\$114.00	NB	
Barricade	10 gal	\$1,380.00	\$1,380.00	\$1,380.00 NB		\$1,380.00	
*prodiamine 4l qp	10gal.				\$778.12		
Speed Zone	2x2.5 gal	\$344.70	\$330.00	\$327.90	\$444.00	NB	
*Battleship	5 gal	\$315.75					
Pylex	32 Oz.	\$1,977.60	\$1,860.00	\$1,884.48	\$2,020.00	\$2,224.80	
Reward	2.5 gal	\$197.50	\$197.50	\$197.50 NB		\$197.50	
Dismiss	64 oz	\$526.60	\$508.00	\$559.28	\$499.00	\$700.00	
Banvel	2.5 gal	nb	nb	\$92.63 NB		NB	
Insecticides							
Acelepryn	.5 gal	\$977.50	\$977.50	\$977.50 NB		\$977.50	
Provaunt	12 oz	\$94.68	\$98.00	\$80.76 NB		\$120.00	
GrowthRegulators							
Primo Max	10 gal	\$2,900.00	\$2,900.00	\$2,900.00 NB		\$2,900.00	
*T-Nex 1AQ	1 gal	\$125.00	NB	\$119.54		\$ 153.00	
PGR 113	1 gal						
Turf Enhancers							
Eli-Max 0-0-26	2x2.5 gal	\$170.00		NB			
*fairphyte 1-0-26	2x2.5 gal					\$ 133.00	
*Armor Tech 28	2x2.5 gal			NB			
New Release	2.5 gal	NB		NB	NB	\$ 230.00	
Gary's Green Ultra	2.5 gal	NB	\$110.30	NB		\$ 111.25	

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 14, 2018

STAFF RECOMMENDATION

AGENDA ITEM: ULYSSES S. GRANT SIGN WORDING IN CLAT ADAMS PARK: RECOMMENDED APPROVAL

BACKGROUND INFORMATION: The format, wording and location of the plaque have been coordinated with the Historical Society of Quincy, the Tri-State Civil War Round Table and the Park District. It will be located in a mutually agreed upon location in Clat Adams Park. The plaque dimensions and picture are included with the staff recommendation.

The money raised by private individuals will pay for the entire plaque and installation. The Quincy Park District will incur no costs for the plaque or installation.

The 50 day public comment period has passed and we have not received any comments.

Following this report are two possible locations in Clat Adams Park for the Ulysses S. Grant Plaque discussed between the Historical Society of Quincy, the Tri-State Civil War Round Table and the Quincy Park District.

FISCAL IMPACT: No fiscal impact.

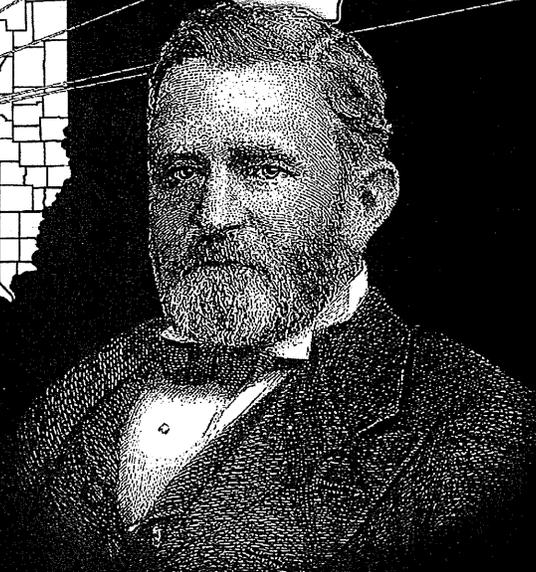
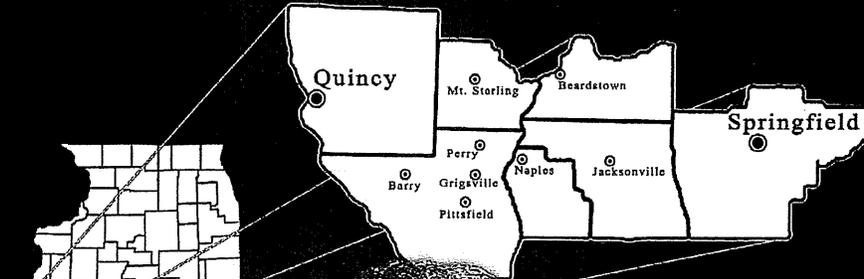
STAFF RECOMMENDATION: Staff recommends approval of the Ulysses S. Grant sign wording and location.

PREPARED BY: Rome Frericks, Executive Director

BOARD ACTION:



ULYSSES S. GRANT



Colonel Ulysses S. Grant and the 21st Illinois Infantry arrived in Quincy, Illinois, around noon on 11 July 1861 having completed the last leg of their journey across Illinois.

Their official entry into the Civil War occurred the next day as they crossed the Mississippi River via ferry boats. Having started from Camp Yates in Springfield, Illinois, on 3 July, the regiment camped in several spots as it moved toward Quincy.

These sites include outside of Jacksonville, in Naples, and in the Perry area of Pike county.

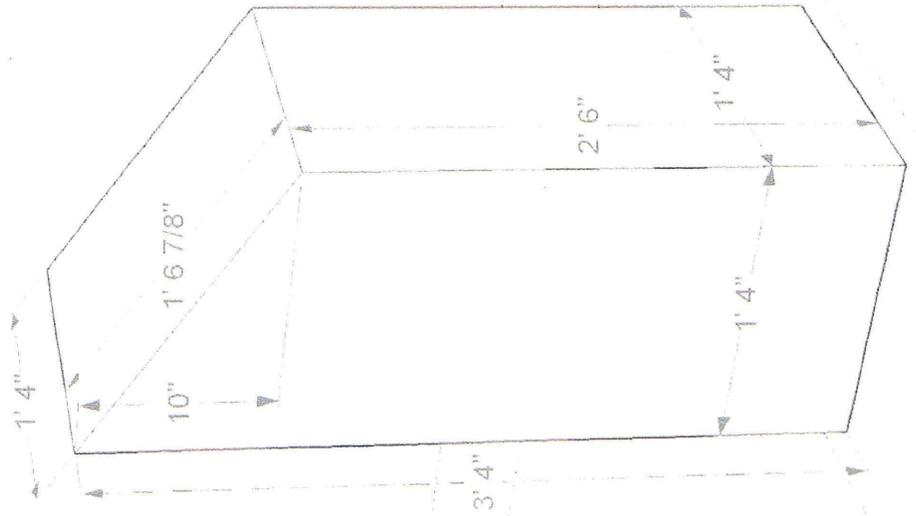
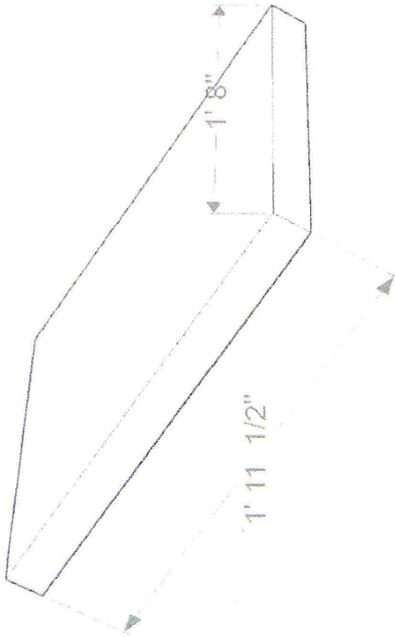
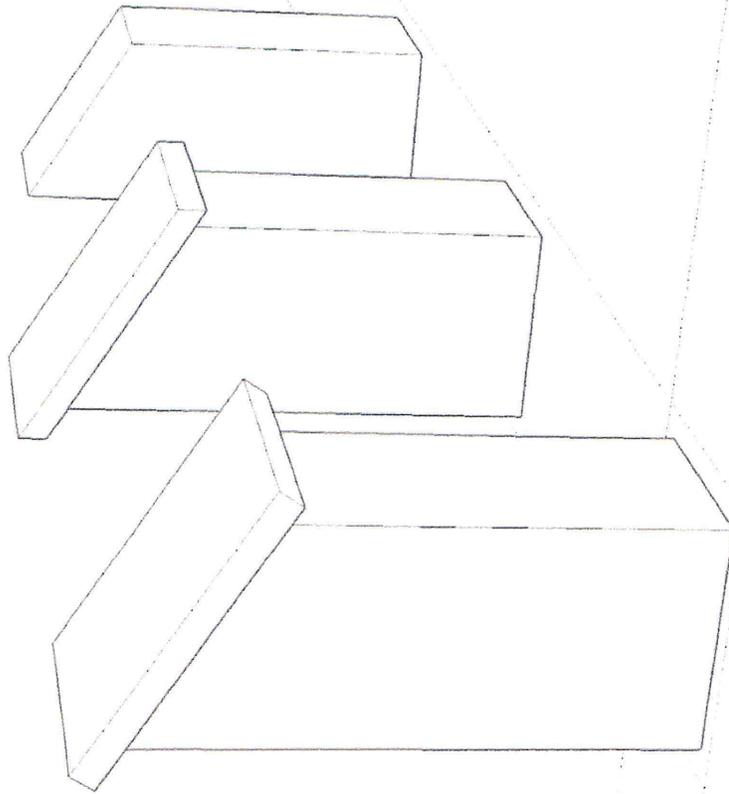
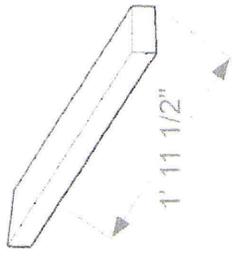
Grant's initial assignment was to use his troops to quell secessionist activities near Palmyra, Missouri

Approved By: _____

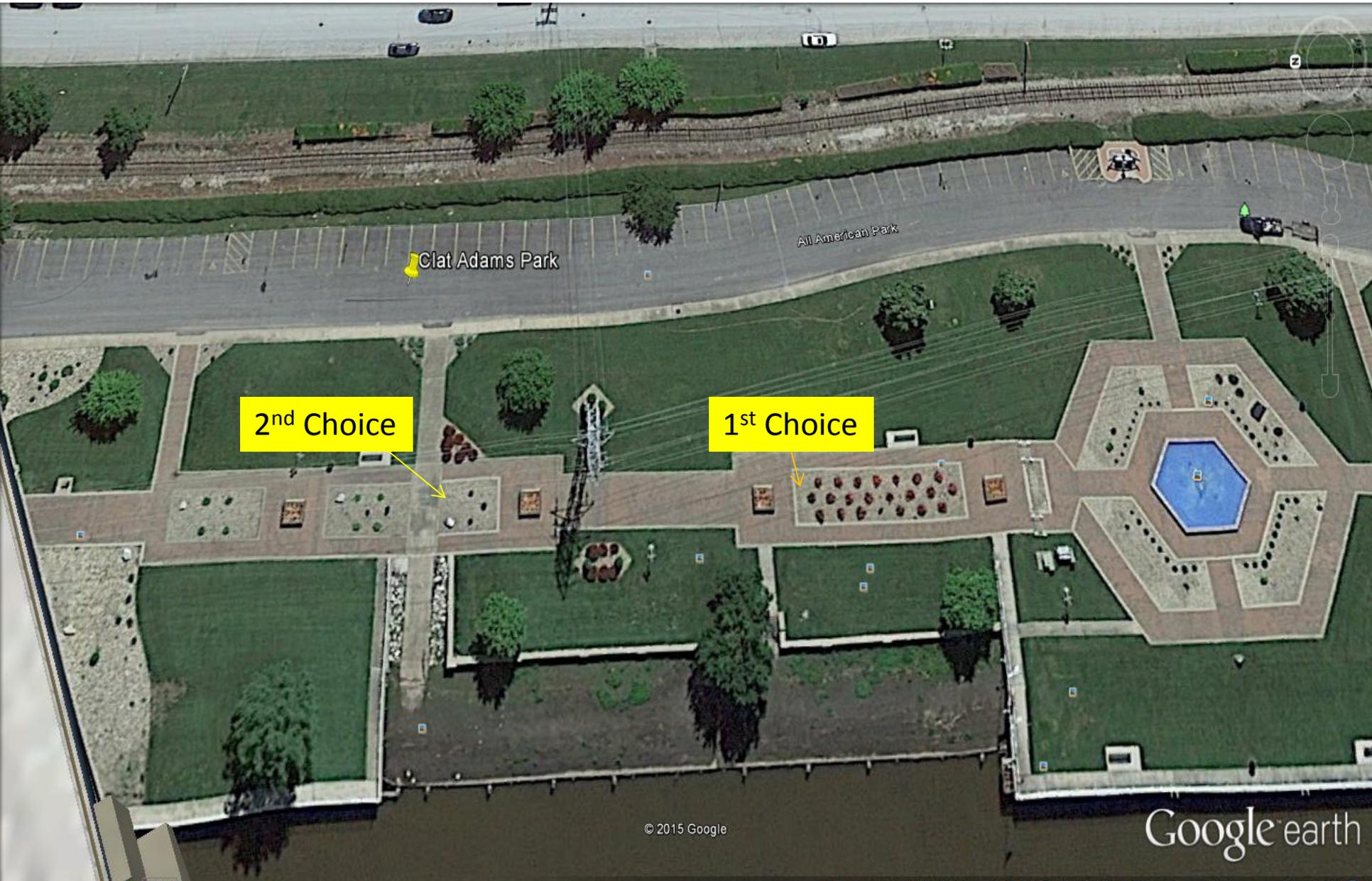
Date: _____

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Ulysses S. Grant Plaque



Clat Adams Park

All American Park

2nd Choice

1st Choice

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 14, 2018

STAFF RECOMMENDATION

AGENDA ITEM: WOMEN'S CITY CLUB LICENSE AGREEMENT: RECOMMENDED APPROVAL AS DIRECTED BY THE BOARD

BACKGROUND INFORMATION: The License Agreement with the Women's City Club expired on January 18, 2018. Some of the terms of the agreement changed over the past few years and the District and the Women's City Club entered into one year agreements. Because of these changes, the District needed to evaluate the impact of its additional responsibilities.

In 2015, the Park District spent \$48,000 for necessary repairs to the exterior of the second story of the Lorenzo Bull House. In 2014, \$148,575 was spent on ADA work, painting and porch repairs. In 2013, \$18,544 was spent on the top row of gutters and downspouts were either repaired or replaced. This was necessary to prevent further leaking that had already caused damage to the roof of the first floor.

Changes to the 2015 license agreement included a \$500 monthly rental fee and in return, the Quincy Park District would be responsible for all utilities and maintaining the building, grounds and associated building mechanical systems. The Women's City Club would be responsible for the care and maintenance of the building's furnishings and décor. In 2017, the only change to the current license agreement was an increase to \$600 of the monthly rental fee.

A meeting for February 6, 2018 had been scheduled with the entire Women's City Club Board to discuss a new 5 year agreement. The meeting was canceled by the Women's City Club and a newly proposed license agreement for 2018 was forwarded to the office by the Women's City Club. It is a two (2) year agreement that will expire on February 12, 2020. The Women's City Club is proposing no other changes to the agreement.

FISCAL IMPACT: The grounds maintenance expense is included in the operating budget.

STAFF RECOMMENDATION: Staff presents this license agreement as directed by the Board.

PREPARED BY: Rome Frericks, Executive Director

BOARD ACTION:

License Agreement

Women's City Club of Quincy

THIS LICENSE AGREEMENT is made and entered into this 18th day of January, 2018 by and between the Quincy Park District, an Illinois municipal corporation, as Licensor, and the Women's City Club of Quincy, an Illinois 501(c) 4, not-for-profit Corporation, as Licensee.

RECITALS:

- A. The Licensor owns a house at the southwest corner of Sixteenth and Maine Streets, postal address 1550 Maine Street, in city of Quincy, Adams County, Illinois. The house is commonly known as the "Lorenzo Bull House".
- B. The Licensee desires to continue the use of the Lorenzo Bull House for the purpose of conducting cultural, recreational, social, educational and historical activities, and to carry on such other purposes as may be reasonably incidental thereto, all in accordance with the rules, policies, and ordinances of the Quincy Park District.
- C. The Licensee desires to coordinate the occasional use of the Lorenzo Bull House to other parties and to charge a fee or collect donations for this service. Funds collected are for the necessary operational expenses of the Licensee.
- D. The Licensor is willing to allow the Licensee to use the Lorenzo Bull House, subject to the terms and conditions set forth in this agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Grant of License

- a. Subject to the terms and conditions of this agreement, the Licensor grants to the Licensee a license to use the Lorenzo Bull House, except for the second story southwest bedroom and apartment area, for the purpose of conducting club events, tours, historical presentations, programs and events.
- b. The Licensee may on a day to day or hourly rental basis, not to exceed two days without the written consent of the Quincy Park District, rent the premises herein to community organizations, groups or individuals and charge a fee or request a donation for that service. Any Licensee scheduled use of the building must be coordinated with the Licensor and placed on the master calendar for the Lorenzo Bull House maintained by the Licensor.

2. Non-Exclusive License

- a. This License is non-exclusive; the Licensor may use the Lorenzo Bull House subject to Licensees prior use of the Lorenzo Bull House pursuant to the terms and conditions of this license. The Licensor shall have the right to enter onto the property at any time to inspect, repair and maintain any structure, facility or improvement located in the license area in such a manner to not unreasonably interfere with the rights of the Licensee under this agreement.

b. This agreement is not and does not constitute a lease or other rental agreement. The Licensee's non-exclusive right to use the licensed area may be terminated in accordance with the terms set forth in this agreement.

3. Term

This license is in effect until January 19, 2023.

4. Termination

Either Party may terminate this license at any time, upon one hundred and eighty (180) days' notice in writing to that effect to the other party.

If the Licensor finds the Licensee's use of the area causes safety concerns, then the Licensor may require the Licensee to cease the activities in question immediately. The Licensor will send a written notification of the reason for requiring the cessation of such activities to the Licensee within seven (7) calendar days to the address on file for the Licensee and allow the Licensee the option to take corrective action. If the Licensor is not satisfied with the corrective action by the Licensee, they can terminate the License for cause. If this license is terminated for cause, the Licensor shall provide notice as soon as may be practicable and a written notice stating the cause of termination within seven calendar days.

If the license is terminated for any reason the Licensee shall immediately cease any further exercise of the license granted and the Licensee must remove any of its property stored at the Lorenzo Bull House within thirty (30) days of the termination. In the case of termination by the Licensor, the Licensor will assume responsibility for any activities pre-approved on the calendar.

5. Payment

The Licensee will pay the Licensor a fee of \$1 per year, due by the 15th of January.

6. Rights Not Transferable

Neither this License, nor any right hereunder, may be sold, assigned, or transferred in whole or in part by Licensee. Any attempt to do so shall be deemed to effect an immediate termination of the license.

7. Routine Maintenance

- a. Building and Grounds: The Licensee is responsible for all utilities, maintaining the building and associated building mechanical systems. The kitchen appliances are the property of the Licensee who has responsibility for their maintenance.
- b. Interior Décor, Kitchen Appliances and Furnishing: The Licensee is responsible for the care and maintenance of the building's furnishings and associated non-fixed items of the buildings décor. Any permanent interior wall treatments, carpeting, flooring or ceiling changes must be approved by the Licensor.

8. Interior Furnishings:

The non-fixed furnishings and kitchen appliances located in the Lorenzo Bull House, exclusive of the 2nd floor apartment area, are the property of the Licensee.

9. Hold Harmless

The Licensee is liable for and hereby agrees to indemnify and hold harmless the Licensor, its elected officials, officers, agents and employees, with respect to any claims for personal injury or property damage not caused by Licensor's negligence, which may arise, either directly or indirectly, in connection

with the use, care, custody or control of the Licensed Premises and adjacent areas by the Licensee or any of its officers, agents and employees, or anyone using the Licensed Premises under the authority of the Licensee, or anyone participating in or observing the programs or activities of the Licensee, or any persons accompanying any of the aforesaid persons, and, in addition, the Licensee agrees to obtain, at its sole expenses, liability insurance coverage covering its obligation hereunder as listed below:

Bodily Injury, Personal Injury, Property Damage:

\$1,000,000 each occurrence/\$1,000,000 aggregate

Medical Coverage:

\$1,000 each person/\$1,000,000 each accident

Such insurance policies shall name the Licensor, its board members, officers, agents and employees, as named co-insured, or shall otherwise indemnify said parties against the above-described losses and shall contain a provision indicating that the insurance may not be cancelled or non-renewed unless the Licensor is given at least thirty (30) days prior written notice of cancellation or non-renewal. Prior to commencement, the Licensee shall deposit certificates of insurance with the Licensor evidencing said insurance for said purposes, and shall maintain current certificates of insurance on deposit with the Licensor throughout the term of this license.

10. Notification

Notifications required under this license will be to the contact names, telephone number, emails and address provided by the parties and attached to this document. Either party may update the contact list as needed during the term of this license.

11. Default

In the event Licensee defaults in the performance of any of the rules, regulations or other terms, restrictions or conditions contained in this Agreement, the Licensee agrees to pay the Quincy Park District's reasonable attorney's fees, court costs and expenses incurred as a result of such default.

IN TESTIMONY WHEREOF, the Licensor has caused this Agreement to be executed in its name and for and on its behalf by its President and attested by its Secretary and its corporate seal to be attached pursuant to the power and authority duly granted by the Commissioners of the Quincy Park District and said Licensee has caused this Agreement to be executed in its name and for and on its behalf by its President and attested by its secretary pursuant to the power and authority duly granted by the Board of Directors of the Women's City Club

ADOPTED: _____, 20__

APPROVED: _____, 20__

QUINCY PARK DISTRICT

BY: _____
Its President

ATTEST:

BY: _____
Its Secretary

APPROVED: _____, 20__

WOMEN'S CITY CLUB

BY: _____
Its President

ATTEST:

BY: _____
Its Secretary

Notifications:

Licensors:

Quincy Park District
1231 Bonansinga Drive
Quincy, Illinois 62301

Telephone: 217-223-7703

Email: info@quincyparkdistrict.com

Contact Persons:

Director of Business Services: Don Hilgenbrinck
217-919-0310

dhilgenbrinck@quincyparkdistrict.com

Executive Director: Rome Frericks

217-919-0290

rfrericks@quincyparkdistrict.com

Licensee:

Women's City Club of Quincy
1550 Maine Street
Quincy, IL 62301

Marilyn Martin/President,

XXXXXXX

Quincy, IL 62301

217-XXX-XXXX

2nd POC Needed

Authorized Maintenance Notification:

Name.

Name.

Name.

License Agreement

Women's City Club of Quincy

THIS LICENSE AGREEMENT is made and entered into this 18th day of January, 2018 by and between the Quincy Park District, an Illinois municipal corporation, as Licensor, and the Women's City Club of Quincy, an Illinois 501(c) 4, not-for-profit Corporation, as Licensee.

RECITALS:

- A. The Licensor owns a house at the southwest corner of Sixteenth and Maine Streets, postal address 1550 Maine Street, in city of Quincy, Adams County, Illinois. The house is commonly known as the "Lorenzo Bull House".
- B. The Licensee desires to continue the use of the Lorenzo Bull House for the purpose of conducting cultural, recreational, social, educational and historical activities, and to carry on such other purposes as may be reasonably incidental thereto, all in accordance with the rules, policies, and ordinances of the Quincy Park District.
- C. The Licensee desires to coordinate the occasional use of the Lorenzo Bull House to other parties and to charge a fee or collect donations for this service. Funds collected are for the necessary operational expenses of the Licensee.
- D. The Licensor is willing to allow the Licensee to use the Lorenzo Bull House, subject to the terms and conditions set forth in this agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Grant of License

- a. Subject to the terms and conditions of this agreement, the Licensor grants to the Licensee a license to use the Lorenzo Bull House, except for the second story southwest bedroom and apartment area, for the purpose of conducting club events, tours, historical presentations, programs and events.
- b. The Licensee may on a day to day or hourly rental basis, not to exceed two days without the written consent of the Quincy Park District, rent the premises herein to community organizations, groups or individuals and charge a fee or request a donation for that service. Any Licensee scheduled use of the building must be coordinated with the Licensor and placed on the master calendar for the Lorenzo Bull House maintained by the Licensor.

2. Non-Exclusive License

- a. This License is non-exclusive; the Licensor may use the Lorenzo Bull House subject to Licensees prior use of the Lorenzo Bull House pursuant to the terms and conditions of this license. The Licensor shall have the right to enter onto the property at any time to inspect, repair and maintain any structure, facility or improvement located in the license area in such a manner to not unreasonably interfere with the rights of the Licensee under this agreement.

b. This agreement is not and does not constitute a lease or other rental agreement. The Licensee's non-exclusive right to use the licensed area may be terminated in accordance with the terms set forth in this agreement.

3. Term

This license is in effect until January 19, 2023.

4. Termination

Either Party may terminate this license at any time, upon one hundred and eighty (180) days' notice in writing to that effect to the other party.

If the Licensor finds the Licensee's use of the area causes safety concerns, then the Licensor may require the Licensee to cease the activities in question immediately. The Licensor will send a written notification of the reason for requiring the cessation of such activities to the Licensee within seven (7) calendar days to the address on file for the Licensee and allow the Licensee the option to take corrective action. If the Licensor is not satisfied with the corrective action by the Licensee, they can terminate the License for cause. If this license is terminated for cause, the Licensor shall provide notice as soon as may be practicable and a written notice stating the cause of termination within seven calendar days.

If the license is terminated for any reason the Licensee shall immediately cease any further exercise of the license granted and the Licensee must remove any of its property stored at the Lorenzo Bull House within thirty (30) days of the termination. In the case of termination by the Licensor, the Licensor will assume responsibility for any activities pre-approved on the calendar.

5. Payment

The Licensee will pay the Licensor a fee of \$650 per month, due by the 15th of each month. In each year after, an 8% increase in the monthly rent will take place.

6. Rights Not Transferable

Neither this License, nor any right hereunder, may be sold, assigned, or transferred in whole or in part by Licensee. Any attempt to do so shall be deemed to effect an immediate termination of the license.

7. Routine Maintenance

- a. Building and Grounds: The Licensor is responsible for all utilities and maintaining the building, grounds and associated building mechanical systems. The kitchen appliances are the property of the Licensee who has responsibility for their maintenance. Needed repairs identified by the Licensee will be forwarded to the Licensor by the individuals designed by Licensee on the notification page.
- b. Interior Décor, Kitchen Appliances and Furnishing: The Licensee is responsible for the care and maintenance of the building's furnishings and associated non-fixed items of the buildings décor. Any permanent interior wall treatments, carpeting, flooring or ceiling changes must be approved by the Licensor.

8. Interior Furnishings:

The non-fixed furnishings and kitchen appliances located in the Lorenzo Bull House, exclusive of the 2nd floor apartment area, are the property of the Licensee.

9. Hold Harmless

The Licensee is liable for and hereby agrees to indemnify and hold harmless the Licensor, its elected officials, officers, agents and employees, with respect to any claims for personal injury or property damage not caused by Licensor's negligence, which may arise, either directly or indirectly, in connection with the use, care, custody or control of the Licensed Premises and adjacent areas by the Licensee or any of its officers, agents and employees, or anyone using the Licensed Premises under the authority of the Licensee, or anyone participating in or observing the programs or activities of the Licensee, or any persons accompanying any of the aforesaid persons, and, in addition, the Licensee agrees to obtain, at its sole expenses, liability insurance coverage covering its obligation hereunder as listed below:

Bodily Injury, Personal Injury, Property Damage:

\$1,000,000 each occurrence/\$1,000,000 aggregate

Medical Coverage:

\$1,000 each person/\$1,000,000 each accident

Such insurance policies shall name the Licensor, its board members, officers, agents and employees, as named co-insured, or shall otherwise indemnify said parties against the above-described losses and shall contain a provision indicating that the insurance may not be cancelled or non-renewed unless the Licensor is given at least thirty (30) days prior written notice of cancellation or non-renewal. Prior to commencement, the Licensee shall deposit certificates of insurance with the Licensor evidencing said insurance for said purposes, and shall

maintain current certificates of insurance on deposit with the Licenser throughout the term of this license.

10. Notification

Notifications required under this license will be to the contact names, telephone number, emails and address provided by the parties and attached to this document. Either party may update the contact list as needed during the term of this license.

11. Default

In the event Licensee defaults in the performance of any of the rules, regulations or other terms, restrictions or conditions contained in this Agreement, the Licensee agrees to pay the Quincy Park District's reasonable attorney's fees, court costs and expenses incurred as a result of such default.

IN TESTIMONY WHEREOF, the Licenser has caused this Agreement to be executed in its name and for and on its behalf by its President and attested by its Secretary and its corporate seal to be attached pursuant to the power and authority duly granted by the Commissioners of the Quincy Park District and said Licensee has caused this Agreement to be executed in its name and for and on its behalf by its President and attested by its secretary pursuant to the power and authority duly granted by the Board of Directors of the Women's City Club

ADOPTED: _____, 20__

APPROVED: _____, 20__

QUINCY PARK DISTRICT

BY: _____
Its President

ATTEST:

BY: _____
Its Secretary

APPROVED: _____, 20____

WOMEN'S CITY CLUB

BY: _____
Its President

ATTEST:

BY: _____
Its Secretary

Notifications:

Licensors:

Quincy Park District
1231 Bonansinga Drive
Quincy, Illinois 62301

Telephone: 217-223-7703

Email: info@quincyparkdistrict.com

Contact Persons:

Director of Business Services: Don Hilgenbrinck
217-919-0310

dhilgenbrinck@quincyparkdistrict.com

Executive Director: Rome Frericks

217-919-0290

rfrericks@quincyparkdistrict.com

Licensee:

Women's City Club of Quincy
1550 Maine Street
Quincy, IL 62301

Shirley Rhodes/President,

XXXXXXX

Quincy, IL 62301

217-XXX-XXXX

2nd POC Needed

Authorized Maintenance Notification:

Name.

Name.

Name.

February 6, 2018

To: The Board of the Quincy Park District
From: The Board of the Women's City Club

We are enclosing a copy of our most recent contract, the January 18, 2017, contract. We have marked some minor changes to that contract.

First of all, we suggest the license be in effect for two years. With that short a term it would not be necessary to guess at an automatic increase for every year. Whether an increase is necessary could be determined after two years. The January 18, 2017, contract provides for a payment of \$600 a month, an increase of 20% from the January 20, 2016, contract which provided for \$500 a month. That seems excessive.

We want a two year license because the Women's City Club Board is re-evaluating its vision, mission, focus and strategic plan, and feel two years is necessary to do that.

The provision in paragraphs 2(b) and 4, allowing either party to terminate the license on 90 days notice, was previously amended to say 180 days.

Other than these minimal changes we would readopt the January 18, 2017, contract.

A handwritten signature in cursive script that reads "Marilyn Martin".

Marilyn Martin
President, Women's City Club

License Agreement

Women's City Club of Quincy

THIS LICENSE AGREEMENT is made and entered into this ~~18th~~
~~day of January, 2017~~ by and between the Quincy Park District, an
Illinois municipal corporation, as Licensor, and the Women's
City Club of Quincy, an Illinois 501(c) 4, not-for-profit
Corporation, as Licensee.

RECITALS:

- A. The Licensor owns a house at the southwest corner of Sixteenth and Maine Streets, postal address 1550 Maine Street, in city of Quincy, Adams County, Illinois. The house is commonly known as the "Lorenzo Bull House".
- B. The Licensee desires to continue the use of the Lorenzo Bull House for the purpose of conducting cultural, recreational, social, educational and historical activities, and to carry on such other purposes as may be reasonably incidental thereto, all in accordance with the rules, policies, and ordinances of the Quincy Park District.
- C. The Licensee desires to coordinate the occasional use of the Lorenzo Bull House to other parties and to charge a fee or collect donations for this service. Funds collected are for the necessary operational expenses of the Licensee.
- D. The Licensor is willing to allow the Licensee to use the Lorenzo Bull House, subject to the terms and conditions set forth in this agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Grant of License

- a. Subject to the terms and conditions of this agreement, the Licensor grants to the Licensee a license to use the Lorenzo Bull House, except for the second story southwest bedroom and apartment area, for the purpose of conducting club events, tours, historical presentations, programs and events.
- b. The Licensee may on a day to day or hourly rental basis, not to exceed two days without the written consent of the Quincy Park District, rent the premises herein to community organizations, groups or individuals and charge a fee or request a donation for that service. Any Licensee scheduled use of the building must be coordinated with the Licensor and placed on the master calendar for the Lorenzo Bull House maintained by the Licensor.

2. Non-Exclusive License

- a. This License is non-exclusive; the Licensor may use the Lorenzo Bull House subject to Licensees prior use of the Lorenzo Bull House pursuant to the terms and conditions of this license. The Licensor shall have the right to enter onto the property at any time to inspect, repair and maintain any structure, facility or improvement located in the license area in such a manner to not unreasonably interfere with the rights of the Licensee under this agreement.

b. This agreement is not and does not constitute a lease or other rental agreement. The Licensee's non-exclusive right to use the licensed area may be terminated in accordance with the terms set forth in this agreement.

3. Term

This license is in effect until ~~January 18, 2018~~.

4. Termination

Either Party may terminate this license at any time, upon ~~ninety~~ ^{one hundred eighty} ~~(90)~~ ⁽¹⁸⁰⁾ days' notice in writing to that effect to the other party.

If the Licensor finds the Licensee's use of the area causes safety concerns, then the Licensor may require the Licensee to cease the activities in question immediately. The Licensor will send a written notification of the reason for requiring the cessation of such activities to the Licensee within seven (7) calendar days to the address on file for the Licensee and allow the Licensee the option to take corrective action. If the Licensor is not satisfied with the corrective action by the Licensee, they can terminate the License for cause. If this license is terminated for cause, the Licensor shall provide notice as soon as may be practicable and a written notice stating the cause of termination within seven calendar days.

If the license is terminated for any reason the Licensee shall immediately cease any further exercise of the license granted and the Licensee must remove any of its property stored at the Lorenzo Bull House within thirty (30) days of the termination. In the case of termination by the Licensor, the Licensor will assume responsibility for any activities pre-approved on the calendar.

5. Payment

The Licensee will pay the Licensor a fee of \$600 per month, due by the 15th of each month.

6. Rights Not Transferable

Neither this License, nor any right hereunder, may be sold, assigned, or transferred in whole or in part by Licensee. Any attempt to do so shall be deemed to effect an immediate termination of the license.

7. Routine Maintenance

- a. Building and Grounds: The Licensor is responsible for all utilities and maintaining the building, grounds and associated building mechanical systems. The kitchen appliances are the property of the Licensee who has responsibility for their maintenance. Needed repairs identified by the Licensee will be forwarded to the Licensor by the individuals designed by Licensee on the notification page.
- b. Interior Décor, Kitchen Appliances and Furnishing: The Licensee is responsible for the care and maintenance of the building's furnishings and associated non-fixed items of the buildings décor. ~~Any permanent interior wall treatments, carpeting, flooring or ceiling changes must be approved by the Licensor.~~

8. Interior Furnishings:

The non-fixed furnishings and kitchen appliances located in the Lorenzo Bull House, exclusive of the 2nd floor apartment area, are the property of the Licensee.

9. Hold Harmless

The Licensee is liable for and hereby agrees to indemnify and hold harmless the Licensor, its elected officials, officers, agents and employees, with respect to any claims for personal injury or property damage not caused by Licensor's negligence, which may arise, either directly or indirectly, in connection with the use, care, custody or control of the Licensed Premises and adjacent areas by the Licensee or any of its officers, agents and employees, or anyone using the Licensed Premises under the authority of the Licensee, or anyone participating in or observing the programs or activities of the Licensee, or any persons accompanying any of the aforesaid persons, and, in addition, the Licensee agrees to obtain, at its sole expenses, liability insurance coverage covering its obligation hereunder as listed below:

Bodily Injury, Personal Injury, Property Damage:

\$1,000,000 each occurrence/\$1,000,000 aggregate

Medical Coverage:

\$1,000 each person/\$1,000,000 each accident

Such insurance policies shall name the Licensor, its board members, officers, agents and employees, as named co-insured, or shall otherwise indemnify said parties against the above-described losses and shall contain a provision indicating that the insurance may not be cancelled or non-renewed unless the Licensor is given at least thirty (30) days prior written notice of cancellation or non-renewal. Prior to commencement, the Licensee shall deposit certificates of insurance with the Licensor evidencing said insurance for said purposes, and shall maintain current certificates of insurance on deposit with the Licensor throughout the term of this license.

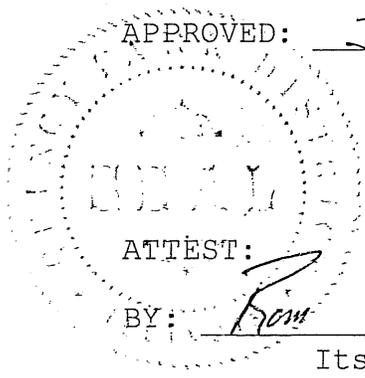
10. Notification

Notifications required under this license will be to the contact names, telephone number, emails and address provided by the parties and attached to this document. Either party may update the contact list as needed during the term of this license.

IN TESTIMONY WHEREOF, the Licensor has caused this Agreement to be executed in its name and for and on its behalf by its President and attested by its Secretary and its corporate seal to be attached pursuant to the power and authority duly granted by the Commissioners of the Quincy Park District and said Licensee has caused this Agreement to be executed in its name and for and on its behalf by its President and attested by its secretary pursuant to the power and authority duly granted by the Board of Directors of the Women's City Club

ADOPTED: January 18, 2017

APPROVED: January 18, 2017



QUINCY PARK DISTRICT
BY: John Frankenkoff
Its President

ATTEST:
BY: Rom FH
Its Secretary

APPROVED: _____, 20____

WOMEN'S CITY CLUB
BY: Shirley Rhodes
Its President

ATTEST:
BY: Frances A. Cook
Its Secretary

Notifications:

Licensor:

Quincy Park District
1231 Bonansinga Drive
Quincy, Illinois 62301

Telephone: 217-223-7703
Email: info@quincyparkdistrict.com

Contact Persons:

Director of Business Services: Don Hilgenbrinck
217-919-0310
dhilgenbrinck@quincyparkdistrict.com
Executive Director: Rome Frericks
217-919-0290
rfrericks@quincyparkdistrict.com

Licensee:

Women's City Club of Quincy
1550 Maine Street
Quincy, IL 62301

Shirley Rhodes/President,
XXXXXXX
Quincy, IL 62301
217-XXX-XXXX

2nd POC Needed

Authorized Maintenance Notification:

Name.

Name.

Name.

License Agreement

Women's City Club of Quincy

THIS LICENSE AGREEMENT is made and entered into this 14th day of February, 2018 by and between the Quincy Park District, an Illinois municipal corporation, as Licensor, and the Women's City Club of Quincy, an Illinois 501(c) 4, not-for-profit Corporation, as Licensee.

RECITALS:

- A. The Licensor owns a house at the southwest corner of Sixteenth and Maine Streets, postal address 1550 Maine Street, in city of Quincy, Adams County, Illinois. The house is commonly known as the "Lorenzo Bull House".
- B. The Licensee desires to continue the use of the Lorenzo Bull House for the purpose of conducting cultural, recreational, social, educational and historical activities, and to carry on such other purposes as may be reasonably incidental thereto, all in accordance with the rules, policies, and ordinances of the Quincy Park District.
- C. The Licensee desires to coordinate the occasional use of the Lorenzo Bull House to other parties and to charge a fee or collect donations for this service. Funds collected are for the necessary operational expenses of the Licensee.
- D. The Licensor is willing to allow the Licensee to use the Lorenzo Bull House, subject to the terms and conditions set forth in this agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Grant of License

- a. Subject to the terms and conditions of this agreement, the Licensor grants to the Licensee a license to use the Lorenzo Bull House, except for the second story southwest bedroom and apartment area, for the purpose of conducting club events, tours, historical presentations, programs and events.
- b. The Licensee may on a day to day or hourly rental basis, not to exceed two days without the written consent of the Quincy Park District, rent the premises herein to community organizations, groups or individuals and charge a fee or request a donation for that service. Any Licensee scheduled use of the building must be coordinated with the Licensor and placed on the master calendar for the Lorenzo Bull House maintained by the Licensor.

2. Non-Exclusive License

- a. This License is non-exclusive; the Licensor may use the Lorenzo Bull House subject to Licensees prior use of the Lorenzo Bull House pursuant to the terms and conditions of this license. The Licensor shall have the right to enter onto the property at any time to inspect, repair and maintain any structure, facility or improvement located in the license area in such a manner to not unreasonably interfere with the rights of the Licensee under this agreement.

b. This agreement is not and does not constitute a lease or other rental agreement. The Licensee's non-exclusive right to use the licensed area may be terminated in accordance with the terms set forth in this agreement.

3. Term

This license is in effect until February 12, 2020.

4. Termination

Either Party may terminate this license at any time, upon one hundred and eighty (180) days' notice in writing to that effect to the other party.

If the Licensor finds the Licensee's use of the area causes safety concerns, then the Licensor may require the Licensee to cease the activities in question immediately. The Licensor will send a written notification of the reason for requiring the cessation of such activities to the Licensee within seven (7) calendar days to the address on file for the Licensee and allow the Licensee the option to take corrective action. If the Licensor is not satisfied with the corrective action by the Licensee, they can terminate the License for cause. If this license is terminated for cause, the Licensor shall provide notice as soon as may be practicable and a written notice stating the cause of termination within seven calendar days.

If the license is terminated for any reason the Licensee shall immediately cease any further exercise of the license granted and the Licensee must remove any of its property stored at the Lorenzo Bull House within thirty (30) days of the termination. In the case of termination by the Licensor, the Licensor will assume responsibility for any activities pre-approved on the calendar.

5. Payment

The Licensee will pay the Licensor a fee of \$650 per month, due by the 15th of each month.

Rights Not Transferable

Neither this License, nor any right hereunder, may be sold, assigned, or transferred in whole or in part by Licensee. Any attempt to do so shall be deemed to effect an immediate termination of the license.

6. Routine Maintenance

- a. **Building and Grounds:** The Licensor is responsible for all utilities and maintaining the building, grounds and associated building mechanical systems. The kitchen appliances are the property of the Licensee who has responsibility for their maintenance. Needed repairs identified by the Licensee will be forwarded to the Licensor by the individuals designed by Licensee on the notification page.
- b. **Interior Décor, Kitchen Appliances and Furnishing:** The Licensee is responsible for the care and maintenance of the building's furnishings and associated non-fixed items of the buildings décor. Any permanent interior wall treatments, carpeting, flooring or ceiling changes must be approved by the Licensor.

7. Interior Furnishings:

The non-fixed furnishings and kitchen appliances located in the Lorenzo Bull House, exclusive of the 2nd floor apartment area, are the property of the Licensee.

8. Hold Harmless

The Licensee is liable for and hereby agrees to indemnify and hold harmless the Licensor, its elected officials, officers, agents and employees, with respect to any claims for personal injury or property damage not caused by Licensor's negligence, which may arise, either directly or indirectly, in connection with the use, care, custody or control of the Licensed Premises and adjacent areas by the Licensee or any of its officers, agents and employees, or anyone using the Licensed Premises under the authority of the Licensee, or anyone participating in or observing the programs or activities of the Licensee, or any persons accompanying any of the aforesaid persons, and, in addition, the Licensee agrees to obtain, at its sole expenses, liability insurance coverage covering its obligation hereunder as listed below:

Bodily Injury, Personal Injury, Property Damage:

\$1,000,000 each occurrence/\$1,000,000 aggregate

Medical Coverage:

\$1,000 each person/\$1,000,000 each accident

Such insurance policies shall name the Licensor, its board members, officers, agents and employees, as named co-insured, or shall otherwise indemnify said parties against the above-described losses and shall contain a provision indicating that the insurance may not be cancelled or non-renewed unless the Licensor is given at least thirty (30) days prior written notice of cancellation or non-renewal. Prior to commencement, the Licensee shall deposit certificates of insurance with the Licensor evidencing said insurance for said purposes, and shall

maintain current certificates of insurance on deposit with the Licenser throughout the term of this license.

10. Notification

Notifications required under this license will be to the contact names, telephone number, emails and address provided by the parties and attached to this document. Either party may update the contact list as needed during the term of this license.

11. Default

In the event Licensee defaults in the performance of any of the rules, regulations or other terms, restrictions or conditions contained in this Agreement, the Licensee agrees to pay the Quincy Park District's reasonable attorney's fees, court costs and expenses incurred as a result of such default.

IN TESTIMONY WHEREOF, the Licenser has caused this Agreement to be executed in its name and for and on its behalf by its President and attested by its Secretary and its corporate seal to be attached pursuant to the power and authority duly granted by the Commissioners of the Quincy Park District and said Licensee has caused this Agreement to be executed in its name and for and on its behalf by its President and attested by its secretary pursuant to the power and authority duly granted by the Board of Directors of the Women's City Club

ADOPTED: _____, 20__

APPROVED: _____, 20__

QUINCY PARK DISTRICT

BY: _____
Its President

ATTEST:

BY: _____
Its Secretary

APPROVED: _____, 20_____

WOMEN'S CITY CLUB

BY: _____
Its President

ATTEST:

BY: _____
Its Secretary

Notifications:

Licensors:

Quincy Park District
1231 Bonansinga Drive
Quincy, Illinois 62301

Telephone: 217-223-7703

Email: info@quincyparkdistrict.com

Contact Persons:

Director of Business Services: Don Hilgenbrinck
217-919-0310

dhilgenbrinck@quincyparkdistrict.com

Executive Director: Rome Frericks

217-919-0290

rfrericks@quincyparkdistrict.com

Licensee:

Women's City Club of Quincy
1550 Maine Street
Quincy, IL 62301

Marilyn Martin/President,

XXXXXXX

Quincy, IL 62301

217-XXX-XXXX

2nd POC Needed

Authorized Maintenance Notification:

Name.

Name.

Name.

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 14, 2018

STAFF RECOMMENDATION

AGENDA ITEM: VILLA KATHRINE SUBLEASE BY FRIENDS OF THE CASTLE: RECOMMENDED APPROVAL

BACKGROUND INFORMATION: For the past several years, The Friends of the Castle has subleased space in Villa Kathrine to the Quincy Area Convention and Visitors Bureau. The Bureau's staff uses the space for their offices and meetings and it is a very visible location that can be used to promote the Quincy area.

The Friends of the Castle uses the funds to help pay the costs of keeping up the Villa Kathrine and, as an additional benefit, the Quincy Area Convention and Visitors Bureau staff assists in welcoming visitors and keeping an eye on the building.

The sublease is due for renewal on May 31, 2018 and must be approved by the Park Board.

The rent charged is the same as the previous agreement, \$4,500 on an annual basis, \$375 monthly. The dates have been changed to reflect the new period; otherwise the terms of the lease are the same as past sublease agreements. A copy of the sublease is included with this report.

FISCAL IMPACT: The revenue from the sublease is used by Friends of the Castle to help maintain and improve the Villa.

STAFF RECOMMENDATION: I recommend the Board approve the sublease.

PREPARED BY: Rome Frericks, Executive Director

BOARD ACTION:

FRIENDS OF THE CASTLE

Sublease

Section 1 Parties

This sublease is made between Friends of the Castle, an Illinois not-for-profit corporation, as Sublessor, and Quincy Convention and Visitors Bureau, an Illinois not-for-profit corporation, as Sublessee.

Section 2 Description of Leased Premises

Sublessor hereby leases to Sublessee and Sublessee hereby hires from Sublessor, the space as presently constituted known as the "Master Bedroom" (north room) and "East Bedroom" (east room) located on the second floor of the Villa Kathrine consisting of 418 square feet (referred to below as the "premises") located at 532 Gardner Expressway, in the City of Quincy, State of Illinois (referred to below as the "building" or "Villa Kathrine").

Other rooms of the Villa Kathrine and some storage area in the basement of the Villa Kathrine may be made available to Sublessee only upon the written consent of the Sublessor.

Section 3 Term and Renewal of Lease

The premises is leased for a term to commence on June 1, 2018, and to end on midnight, May 31, 2019 or on such earlier time and date as this lease may terminate as provided below.

Section 4 Rent

The total annual rent is the sum of **\$4,500.00**, which sum is payable in equal monthly installments of **\$375.00**, in advance, on the first day of each calendar month during the term commencing June 1, 2018.

Failure of Sublessee to pay the full amount of any installment payment after the fifth day of the month shall be an event of default under this lease as provided herein below. Further, Sublessee agrees to pay a late charge of **\$25.00 per day** for each day after the fifth day the payment is due and unpaid.

Section 5 Security Deposit

Sublessee shall deposit with Sublessor on the signing of this lease the sum of **\$375.00** as security for the performance of Sublessee's obligations under this lease, including without limitation the surrender of possession of the premises to Sublessor as herein below provided. If Sublessor applies any part of such deposit to cure any default of Sublessee, Sublessee shall upon demand deposit with Sublessor the amount so applied so that Sublessor shall have the full deposit on hand at all times during the term of this lease.

Section 6 Use, Occupancy and Receptionist

Sublessee shall use and occupy the premises as office space to disseminate tourist and convention information available in the City of Quincy and surrounding area to the public. Sublessor represents that the premises may lawfully be used for such purpose.

Sublessee agrees to make the leased premises available for visitor tours from 9:00 AM to 5:00 PM Monday through Saturday and from 1:00 PM to 5:00 PM on Sunday provided that Sublessee may modify the foregoing times by obtaining the written consent of Sublessor which consent shall not be unreasonably withheld.

Sublessee further agrees to man the tourist information center (TIC) of the Villa Kathrine Monday through Friday of each week during business hours.

Section 7 Place for Payment of Rent

Sublessee shall pay rent, and any additional rent as provided below, to Sublessor at Sublessor's above-stated address, or at such other place as Sublessor may designate in writing, without demand and without counterclaim, deduction, or setoff.

Section 8 On-Call Maintenance Person and Care and Repair of Premises

In the event a maintenance concern arises Sublessee shall contact the on-call maintenance person at the designated number to be provided.

Sublessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Sublessor shall make all necessary repairs to the premises, except where the repair has been made necessary by misuse or neglect by Sublessee or Sublessee's agents, servants, visitors or licensees. All improvements made by Sublessee to the premises which are so attached to the

premises that they cannot be removed without material injury to the premises, shall become the property of Sublessor upon installation.

Not later than the last day of the term Sublessee shall, at Sublessee's expense, remove all of Sublessee's personal property and those improvements made by Sublessee which have not become the property of Sublessor, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Sublessee or Sublessee's agents, servants, visitors or licensee, excepted. All property of Sublessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Sublessor, and Sublessee shall reimburse Sublessor for the cost of such removal. Sublessor may have any such property stored at Sublessee's risk and expense.

Section 9 Alterations, Additions or Improvements

Sublessee shall not, without first obtaining the written consent of Sublessor, make any alterations, additions or improvements in, to or about the premises, Sublessee understands that the Villa Kathrine building is on the National Register of architecturally significant buildings and any such alterations, additions or improvements may irreparably damage the building and its architectural significance.

It is understood and agreed by the parties that internet, telephone and electrical services must be installed in the demised premises and Sublessee agrees to do so at its expense in the least visible, intrusive and damaging fashion possible.

Prior to any such consented alterations, additions, improvements or installations being made, Sublessee shall notify Sublessor of the dates that such alterations, additions, improvements or installations are to be made for the express purpose of allowing Sublessor to be present to direct any such alterations, additions, improvements or installations.

Section 10 Prohibition Against Activities Increasing Fire Insurance Rates

Sublessee shall not do or suffer anything to be done on the premises which will cause an increase in the rate of fire insurance on the building.

Section 11 Accumulation of Waste or Refuse Matter

Sublessee shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near the building. Sublessee shall maintain the leased premises and any rooms in the Villa Kathrine used by it, in a clean, sanitary and good condition.

Section 12
Assignment or Sublease

Sublessee shall not, without first obtaining the written consent of the Sublessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of such premises. This covenant shall be binding upon the legal representatives of Sublessee, and upon every person to whom Sublessee's interest under this lease passes by operation of law.

Section 13
Utilities

Sublessor agrees to furnish Sublessee heat and air conditioning (subject to the provisions of Section 14 below) on business days, adequate and reasonable for the premises leased by this agreement. Sublessor also agrees to furnish water without charge in the restrooms and kitchen located in the common area of the building.

Sublessor further agrees to furnish electricity for usual office requirements; however, Sublessee shall not use any electrical equipment which in Sublessor's reasonable opinion will overload the wiring installations or interfere with the reasonable use of such installations by Sublessor.

Section 14
Utility Cost

Utility bills for the Villa Kathrine will be paid by Sublessor and will be reviewed after six months to determine whether is being adequately compensated.

Section 15
Damage by Fire or Other Casualty

If any part of the premises or the building are rendered untenable by fire or other casualty, Sublessor may elect (a) to terminate this sublease as of the date of the fire or casualty by notice to Sublessee within 30 days after that date or (b) to repair, restore or rehabilitate the building or the premises at the Sublessor's expense, in which event this sublease shall not terminate but any rent shall be abated on a daily basis while the premises are untenable. If such damage is due to any act or omission of Sublessee, Sublessor shall have such rights as are set forth in this lease at Sublessee's cost and expense. If Sublessor elects so to repair, restore or rehabilitate the building or the premises, the work shall be undertaken and prosecuted with due diligence and speed. In the event of termination of the sublease pursuant to this section, rent shall be apportioned on a daily basis and paid to the date of the fire or casualty.

Section 16 Insurance

Sublessee shall maintain, during the course of the sublease, a comprehensive general liability policy including contractual liability, for operations of the Sublessee in the minimum amounts as follows:

Bodily Injury, Personal Injury, Property Damage:

\$1,000,000.00 per occurrence

\$1,000,000.00 in the aggregate

Medical Coverage:

\$5,000.00 each person

\$1,000,000.00 each accident

Sublessee shall also maintain Workers Compensation insurance in the amount required by statute (Coverage A) and \$100,000 "Employer's Liability" (Coverage B). Evidence of coverage in the form of a certificate of insurance reasonably satisfactory to Sublessor shall be furnished to the Sublessor prior to Sublessee's occupancy of the premises and shall contain clauses (a) adding the Sublessor, the Quincy Park District and their respective board members, officers, agents and employees as an additional insured, and (b) requiring notification of Sublessor 30 days in advance of the expiration, termination or modification of coverage. Sublessee and Sublessor agree to waive subrogation rights under any insurance policies carried by either.

Section 17 Indemnification

Sublessee will indemnify and defend Sublessor and the Quincy Park District, their respective board members, officers, employees, agents, representatives, successors and assigns harmless from and against any and all claims, actions, damages, liability and damage to property arising from or out of any occurrence in, upon, or at the premises or the occupancy use by Sublessee of the premises or any part thereof whether occasioned wholly or in part by any act or omission of Sublessees or those holding under Sublessee or Sublessee's agents, employees, or invitees. In the event that Sublessor, the Quincy Park District, their respective board members, officers, employees, agents, representatives, successors and assigns shall, without fault on their part, be made a party to any litigation commenced by or against Sublessee, Sublessee shall protect and hold Sublessor and the Quincy Park District, their respective board members, officers, employees, agents, representatives, successors and assigns harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Sublessor, or any of them in connection with such litigation.

Section 18
Waivers of Subrogation

The event of loss or damage to the building, the premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party and, to the extent possible without additional cost, each party shall obtain, for each policy of such insurance, provisions permitting waiver and any claim against the other party for loss or damage within the scope of such insurance, and each party, to such extent permitted, for itself and its insurers waives all such insured claims against the other party.

Section 19
Sublessor's Remedies on Default

Sublessee shall be in default under the terms of this sublease in the event that they fail to make any one or more payments hereinbefore provided or fail to perform any other covenant or condition of this lease on the part of Sublessee to be performed and shall allow such default to continue after fifteen (15) days written notice from Sublessor to Sublessee of such default, provided that Sublessee expressly agrees that no notice shall be required of Sublessor in the event of Sublessee's failure to make any of the payments required under this sublease, then said Sublessor shall have the right to terminate this sublease and re-enter and regain possession of said premises and Sublessee shall quit and surrender the premises to Sublessor but Sublessee shall remain liable to Sublessor as provided in Section 20 below.

Section 20
Deficiency

In any case where Sublessor has recovered possession of the premises by reason of Sublessee's default, Sublessor may, at Sublessor's option, occupy the premises or cause the premises to be redecorated or otherwise changed or prepared for reletting and may relet the premises or any part of the premises as agent of Sublessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this sublease, at Sublessor's option, and receive the rent therefor. Rent so received shall be applied first to the payment of such expenses as Sublessor may have incurred in connection with the recovery of possession, redecorating, or otherwise changing or preparing for reletting, and the reletting including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the rent under this agreement and to the cost and expenses of performance of the other covenants of Sublessee as herein provided. Sublessee agrees, in any such case, whether or not Sublessor has relet, to pay to Sublessor damages equal to the rent and other sums herein agreed to be paid by Sublessee, less the net proceeds of the reletting, if any, and the damages shall be payable by Sublessee on the several rent days not specified. In reletting the premises, Sublessor may grant rent concessions, and Sublessee shall not be credited with such concessions. No such reletting shall constitute a surrender and acceptance or be deemed evidence of a surrender and acceptance. If Sublessor elects, pursuant to this

agreement, actually to occupy and use the premises or any part of the premises during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Sublessee's obligation for rent or damages as herein defined, during the period of Sublessor's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not be construed as a relief of Sublessee's liability under this agreement.

Sublessee hereby waives all right of redemption to which Sublessee or any person claiming under Sublessee might be entitled by any law now or hereafter in force. Sublessor's remedies under this agreement are in addition to any remedy allowed by law.

Section 21 Section Liability for Attorneys' Fees

In case suit shall be brought for a wrongful withholding of possession of the premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenant contained in this lease, on the part of Sublessee to be kept or performed, Sublessee shall pay to Sublessor a reasonable attorney's fee and such attorney's fee shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

Section 22 Effect of Failure to Insist on Strict Compliance With Conditions

The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This sublease cannot be changed or terminated orally.

Section 23 Sublessor's Right to Inspection, Repair, and Maintenance

Sublessor may enter the premises at any reasonable time, upon adequate notice to Sublessee (except that no notice need be given in the case of emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the premises or the building, as Sublessor deems necessary or desirable. Sublessee shall have no claim or cause of action against Sublessor by reason of such entry.

Section 24
Interruption of Services or Use

Interruption or curtailment of any service maintained in the building, if caused by strikes, mechanical difficulties, or any causes beyond Sublessor's control whether similar or dissimilar to those enumerated, shall not entitle Sublessee to any claim against Sublessor or to any abatement in rent, and shall not constitute constructive or partial eviction, unless Sublessor fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay. If the premises are rendered untenable in whole or in part, for a period of one (1) business day by the making of repairs, replacements, or additions, other than those made with Sublessee's consent or caused by misuse or neglect by Sublessee or Sublessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of such untenability.

Section 25
Conditions of Sublessor's Liability

Sublessee shall not be entitled to claim a constructive eviction from the premises unless Sublessee shall have first notified Sublessor in writing of the condition or conditions giving rise to such eviction, and, if the complaints be justified, unless Sublessor shall have failed within a reasonable time after receipt of such notice to remedy such conditions.

Section 26
Sublessor's Right to Show Premises

Sublessor may show the premises during the two (2) months prior to termination of this lease, to prospective tenants, during business hours upon reasonable notice to Sublessee.

Section 27
Effect of Other Representations

No representations or promises shall be binding on the parties to this agreement except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

Section 28
Peaceful Enjoyment

Sublessor covenants that if, and so long as Sublessee pays the rent, any additional rent as herein provided, and performs the covenants of this lease, Sublessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this sublease.

**Section 29
Waiver of Jury Trial**

To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this lease or the premises.

**Section 30
Quincy Park District Lease**

All of the terms, provisions, conditions and covenants of the Lease between the Quincy Park District and Sublessor dated January 18, 2017 not inconsistent with the terms of this sublease are made applicable to the Sublessee and are made a part hereof, incorporated herein by reference and attached hereto as Exhibit 1.

**Section 31
Section Headings**

The section headings in this sublease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this sublease or any of its provisions.

Dated February 6, 2018

Friends of the Castle

Sonja M. Haver

By: Its *President*

Sublessor

Quincy Area Convention and Visitors Bureau

Holly Cain

By: Its *Executive Director*

Sublessee

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 14, 2018

STAFF RECOMMENDATION

AGENDA ITEM: CLAT ADAMS FOUNTAIN REPLACEMENT, ADDITIONAL DESIGN AND ENGINEERING: RECOMMENDED APPROVAL

BACKGROUND INFORMATION: Clat Adams Fountain was initially installed back in the spring of 1992. Over the past 25 years, the fountain has been through three significant floods. Since then, the majority of the fountain has been altered from its original design due to broken water lines, cracks in the basin, and vandalism. None of the lighting fixtures work at this time. Part of the replacement plan includes removing the pit that contains the motors and pumps for the fountain and relocating it above ground. The staff will be able to disassemble and move the equipment during future flooding events.

The original project was estimated at \$260,000 with the design and engineering costing \$15,550. The actual bids were much higher than the budget so all bids were rejected. \$10,663 is needed for the redesign and engineering cost for Clat Adams Fountain.

FISCAL IMPACT: The \$10,663 needed would come from uncommitted excess funds in the 2017 G.O. Bond Fund. The \$260,000 for the project is included in the 2018 Bond project list.

STAFF RECOMMENDATION: Staff recommends approval of \$10,663 for additional design and engineering work for Clat Adams Fountain.

PREPARED BY: Rome Frericks, Executive Director

BOARD ACTION:

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 14, 2018

STAFF RECOMMENDATION

AGENDA ITEM: QUINCY PARK DISTRICT PERFORMING AN ARCHEOLOGICAL SURVEY IN PARKER HEIGHTS PARK: DISCUSSION ONLY

BACKGROUND INFORMATION: In 2016, Knapheide Manufacturing Co. notified the District that they were interested in purchasing approximately 5.5 acres in Parker Heights Park north of the existing park road. There are several steps required prior to the sale of this property. One of the steps requires that the Park District Board approve a resolution authorizing the sale of the property. At the December 14, 2016 Board meeting, staff presented a resolution and it was tabled due to not having an archeological survey performed on site.

Staff has contacted an archeological consultant who can provide a report for an amount not to exceed \$2,000. The report would meet the requirements of the Illinois Historic Preservation Agency (IHPA).

The parcel of land under consideration is located in Parker Heights Park and is approximately 5.5 acres. The land is considered a low mow area which means it is mowed twice a year. The Park District would maintain a minimum of a 20' buffer along the entire roadside area north of the road throughout the park area.

In order for the Quincy Park District to sell any parcel of land over three (3) acres in size, several steps need to occur:

1. A resolution needs to occur with 4/5ths of the Board approving the resolution.
2. The Park District needs approval from the City of Quincy. Parker Heights was one of the original parks in the Park and Boulevard Association from 1946. (Received approval from City of Quincy in December 2016.)
3. The parcel of land over three (3) acres needs to be approved by a majority of the voters at the regular election. (Next election would be April 2019.)
4. Selling of the land at public auction to the highest bidder.

Attached to this report is an aerial view of the parcel of land under consideration.

FISCAL IMPACT: If the Board decides to have an archeological survey performed, the amount would be not to exceed \$2,000. If no action is taken to perform the survey, there would be no cost.

STAFF RECOMMENDATION: Discussion Only

PREPARED BY: Rome Frericks, Executive Director

BOARD ACTION:



- Legend**
- ROAD CENTERLINE
 - BORDER COUNTY
 - CITY
 - COUNTY
 - INTERSTATE
 - PRIVATE
 - STATE
 - STATE 4 LANE
 - TOWNSHIP
 - Parcels
 - Quincy City Limits
 - Adams County Boundary
 - Townships
 - Village Limits Labels
 - Village Limits
 - TriStateBoundaries
 - REGIONAL COUNTIES

1:1,783



QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 14, 2018

STAFF RECOMMENDATION

AGENDA ITEM: ORDINANCE NO. 18-01 AN ORDINANCE FOR PUBLIC SALE OF SURPLUS PROPERTY: RECOMMENDED APPROVAL

BACKGROUND INFORMATION: Occasionally, the District accumulates surplus equipment and material. Normally this is a result of the planned replacement of equipment where trade-in is not practical. The Board must authorize the public sale of this surplus equipment. The following is a list of equipment that has been identified as surplus inventory and is no longer needed for the District's operations.

1. 2006 GMC 1500, VIN #1GTCE14X26Z194917
2. 2006 Dodge Dakota, VIN #107HW22K065657413
3. 2006 Ford F250 w/ Utility bed, VIN #1FTSX20586EB58593
4. 2003 Ford Taurus, VIN #1FAFP55UX3A256827
5. Giant Vac Blower model 3200 Serial #121602002
6. Giant Vac Blower model 3200 Serial #4155731
7. 1995 4 Wheel Cushman Truckster, Serial #96007651
8. Billy Goat Blower 5HP, Serial #071502129
9. 2001 Belcraft 26' Pontoon Boat w/Suzuki DF90 90HP outboard motor
10. Meeco Floating Dock (Formerly E Dock)
11. Meeco Floating Dock (Formerly F Dock)

Items will be advertised for sale to the public and sold by using one of the methods listed in one or two below. Items #1 through #8 can be inspected at Quincy Park District Maintenance Building at 1419 Bonansinga Drive; Items # 9 through #11 are available for public inspection at Art Keller Marina located in Quinsippi Island Park. The District will reserve the right to set a reserve price for any items that have a higher salvage value than the bid price, or to sell by establishing a set price for an item, whichever is most advantageous to the District. Items not sold will be disposed of by recycling or they will be junked. The sales will be administratively finalized as soon as practicable.

1. Advertise and sell the items listed in this ordinance by sealed bid and recycle or junk, whichever is most advantageous to the District, any items not sold.
2. Advertise and sell the items at a specified price and recycle or junk, whichever is most advantageous to the District, any items not sold.

FISCAL IMPACT: The proceeds of the sale of the items #9-#11 will go to the Marina Enterprise Fund, items 7 and 8 will go into Westview General Fund, and the rest of the remaining sale items will go the Heritage Tree Fund.

STAFF RECOMMENDATION: Staff recommends the Board approve Ordinance No. 18-01 and authorize the staff to proceed with the sale of surplus equipment identified in this report.

PREPARED BY: Rome Frericks, Executive Director

BOARD ACTION:

**QUINCY PARK DISTRICT
ORDINANCE NO. 18-01
AN ORDINANCE FOR PUBLIC SALE OF
SURPLUS PROPERTY**

WHEREAS, the Quincy Park District is the owner of the following list of personal property, which is no longer needed or required by the Quincy Park District and which, in the opinion of at least three-fifths (3/5ths) of the members of the Quincy Park Board of Commissioners presently holding office, is no longer necessary, useful, or in the best interest of the Park District.

WHEREAS, NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Quincy Park District in Adams County, Illinois, that staff is authorized to use one or more of the marked alternatives below to dispose of the items listed in 1 through 11:

1. 2006 GMC 1500, VIN #1GTCE14X26Z194917
2. 2006 Dodge Dakota, VIN #107HW22K065657413
3. 2006 Ford F250 w/ Utility bed, VIN #1FTSX20586EB58593
4. 2003 Ford Taurus, VIN #1FAFP55UX3A256827
5. Giant Vac Blower model 3200 Serial #121602002
6. Giant Vac Blower model 3200 Serial #4155731
7. 1995 4 Wheel Cushman Truckster, Serial #96007651
8. Billy Goat Blower 5HP, Serial #071502129
9. 2001 Belcraft 26' Pontoon Boat w/Suzuki DF90 90HP outboard motor
10. Meeco Floating Dock (Formerly E Dock)
11. Meeco Floating Dock (Formerly F Dock)

 X Advertise and sell the items listed in this ordinance by sealed bid and recycle or junk, whichever is most advantageous to the District, any items not sold.

 Arrange for the items listed in this ordinance to be sold on consignment by an auctioneer and sell by direct sale, recycle or junk, whichever is most advantageous to the District, any items not sold.

 X Advertise and sell the items at a specified price and recycle or junk, whichever is most advantageous to the District, any items not sold.

That all Ordinances and Resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed.

This Ordinance shall be in force and effect from and after its passage, approval by the vote of at least three-fifths of the Commissioners of the Quincy Park District.

PASSED AND APPROVED THIS 14th DAY OF FEBRUARY, 2018

AYES: _____

NAYS: _____

ABSENT: _____

QUINCY PARK DISTRICT, an Illinois
Municipal Corporation

By: _____

It's President

ATTEST:

Secretary

PUBLIC INPUT