

Quincy Park District

BOARD OF COMMISSIONERS MEETING



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

**Agenda
August 10, 2022**

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 – July 13, 2022
3. Executive Session Minutes – July 13, 2022

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

BOARD INFORMATION/EDUCATION:

CORRESPONDENCE:

VOLUNTEERS:

- Nature Program/Archery – Mississippi Valley Hunters and Fishermen Association
- Summer Adventures – Quincy Police Department, Quincy Children's Museum
- Pickleball – Cleaned Berrian Courts
- Gardner Park Nature Trails
- Friends of the Trails – TAUR

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
- Marcelo Beroiza, Director of Marketing/Operations

COMMISSIONER COMMITTEE REPORTS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- Post-Issuance Tax Compliance Annual Report: Information Only
- Little People's Tournament Fees: Recommended Approval **(VOICE VOTE)**
- Quincy Park District 2023-2024 Goals and Objectives: Recommended Approval **(VOICE VOTE)**
- Quincy Park District 2022 Planning Session Initiatives: Recommended Approval **(VOICE VOTE)**
- Wavering Park Small Shelter Replacement, Design and Engineering Work and Demolition: Recommended Approval **(VOICE VOTE)**
- Quincy Park District Construction Contract Documents: Discussion Only
- Operations Procedures Manual Revisions: Recommended Approval **(VOICE 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

July 13, 2022 Board Room
6:00 P.M.

ROLL CALL

President Frankenhoff called the meeting to order and upon the roll being called the following members were physically present at said location: President John Frankenhoff, Vice-President Barbara Holthaus, Commissioners Patty McGlothlin, Roger Leenerts, and Jeff Steinkamp. No Park Commissioner was permitted to attend the meeting by video or audio conference.

Members Absent: Nathan Koettters

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, Director of Marketing/Operations–Marcelo Beroiza and Board Attorney–David Penn.

President Frankenhoff led the room in the Pledge of Allegiance.

CONSENT AGENDA

President Frankenhoff asked if there were any objections or changes to the June 8, 2022, Regular Board meeting minutes or the check register and upon hearing no objections, he announced they were approved by unanimous consent.

PUBLIC INPUT

Maria Louisa McLaughlin spoke in support of Mark Philpot to fill the vacancy on the Board. Louise Seaver complimented the Park District on removal of storm debris from the Deer Park at the Illinois Veteran's Home after the last storm.

Greg Fletcher, City of Quincy 1st Ward Alderman, introduced himself and complimented the Park District on their work as well as thanked the Park District for their donation of land for the 2x4's For Hope tiny home project. He also endorsed Mark Philpot for the vacancy on the Board.

Janet Conover spoke on behalf of herself and her husband Joe in support of Mark Philpot filling the vacancy on the Board.

Michele Khoury, Member of the Friends of the Lorenzo Bull House Board, spoke on the history of Edward and Elizabeth Bull Parker and the Parks and Boulevard Association in reference to the Board giving consent for Landmark status of the property at tonight's meeting.

Barbara McClain, Member of the Friends of the Lorenzo Bull House Board commented on the success of the first fundraiser held in May. She commented their Board is committed to the property and spoke in support of the Landmark status being voted on tonight.

Vicky Dempsey thanked the Park District for funding the repair projects being done on the Lorenzo Bull House. Landmark status declaration will further their Board's efforts to continue to fundraise for the house.

BOARD INFORMATION/EDUCATION

President Frankenhoff suspended the rules to receive a donation from Friends of the Lorenzo Bull House. The Friends of the Bull House presented an \$18,000 check to the Quincy Park District as their portion of the contribution towards the recent porch repairs. President Frankenhoff asked for a motion to return to the regular meeting. VICE-PRESIDENT HOLTHAUS MADE A MOTION SECONDED BY COMMISSIONER MCGLOTHLIN TO RETURN TO

REGULAR MEETING. UNANIMOUS. PRESIDENT FRANKENHOFF DECLARED THE MOTION CARRIED.

CORRESPONDENCE-None

NEW BUSINESS

Independent Audit Report – FY 2021 Comprehensive Annual Finance Report:

Recommended Acceptance (**VOICE VOTE**)

President Frankenhoff asked for a motion to accept the FY 2021 Audit as presented. COMMISSIONER LEENERTS MADE A MOTION SECONDED BY VICE-PRESIDENT HOLTHAUS TO ACCEPT THE AUDIT. UNANIMOUS. PRESIDENT FRANKENHOFF DECLARED THE MOTION CARRIED. President Frankenhoff suspended the rules to allow auditor Danielle Fler to speak to the Board. C.P.A. Fler stated she was happy to report they were able to issue a qualified statement of the financials. There were no deficiencies with the internal accounting controls. She directed the Board to the Summary for a summarized version of the audit. She remarked the Park District is in a very positive position regarding our pension funding. President Frankenhoff stated the Board is very proud of the financial condition of the Park District. President Frankenhoff asked for a motion to return to regular session. COMMISSIONER STEINKAMP MADE A MOTION SECONDED BY COMMISSIONER MCGLOTHLIN TO RETURN TO REGULAR MEETING. UNANIMOUS. PRESIDENT FRANKENHOFF DECLARED THE MOTION CARRIED.

VOLUNTEERS

Executive Director Frericks thanked the volunteer Softball Coaches.

EXECUTIVE DIRECTOR'S REPORT

Executive Director Frericks stated he finalized the Bob Bangert Stage ribbon cutting ceremony for July 28 at 10:00 a.m. Rotary Club will be in attendance as well as the Mississippi Valley Hunters and Fishermen's Association.

DIRECTORS' REPORTS

Director Higley stated the Lincoln Park Parking Lot has been poured with striping to be completed by the end of the month. Dredging has started in the Marina.

Director Hilgenbrinck mentioned all financial documents as well as the audit will be posted to the website.

Director Bruns commented Indian Mounds Pool attendance is up with an increase of 1,433 in attendance this year over last year at this time with an average of 204 per day as compared to 182 average attendance per day in 2021. Summer programs are coming to an end.

Director Morgan stated the new patio is operational and the new breezeway doors are ready to be installed. Restroom on #23 has been completed.

Director Beroiza commented on the number of users on the Bill Klingner Trail.

COMMITTEE REPORTS

Friends of the Lorenzo Bull House Vice-President Holthaus stated they continue to investigate new fundraising opportunities. She said it is stated in the By-Laws there should be two Commissioners serving on this Board. Commissioner McGlothlin added they are working on acknowledgements for the Terry Anastas Memorial Ride held July 9.

Quincy Park Foundation-Vice-President Holthaus stated they have not met.

Quincy Riverfront Development Corporation-Commissioner Steinkamp said the Committee met on June 29 and are working on By-Laws and discussing a Foundation.

Finance Committee-Commissioner Leenerts stated the Committee had another long meeting in preparation for the Planning session taking place on August 1.

UNFINISHED BUSINESS

Villa Kathrine Walkway and Scenic Overlook Design and Engineering: Recommended Approval **(VOICE VOTE)**

President Frankenhoff asked for a motion to approve the Villa Kathrine Walkway and Scenic Overlook Design and Engineering. VICE-PRESIDENT HOLTHAUS MADE A MOTION SECONDED BY COMMISSIONER LEENERTS. Executive Director Frericks explained the Staff Rec. President Frankenhoff explained how this project will enhance patron's ability to access the view from the Castle. Commissioner Leenerts stated he was supporting the engineering and not the funding of the project in 2023. UNANIMOUS. PRESIDENT FRANKENHOFF DECLARED THE MOTION CARRIED.

NEW BUSINESS

Quincy Park District 2022-2023 Goals & Objectives 2nd Quarter Status Update: Information Only

Executive Director Frericks explained the information and process.

Quincy Park District Board of Commissioners Executive Session Minutes Bi-Annual Review: Recommended Approval **(VOICE VOTE)**

Executive Director Frericks stated the Board is required to review the Executive Session minutes Bi-Annually. COMMISSIONER LEENERTS MADE A MOTION SECONDED BY COMMISSIONER STEINKAMP TO APPROVE THE STAFF REC AS PRESENTED. UNANIMOUS. PRESIDENT FRANKENHOFF DECLARED THE MOTION CARRIED.

Quincy Park District Consent for Lorenzo Bull House Designation as a Quincy Local Landmark: Recommended Approval **(VOICE VOTE)**

Executive Director Frericks explained the Friends of the Bull House has approached the Park District to give consent for them to approach the City of Quincy to designate the Lorenzo Bull House a local landmark. VICE-PRESIDENT HOLTHAUS MADE A MOTION SECONDED BY COMMISSIONER MCGLOTHLIN TO APPROVE THE STAFF REC AS PRESENTED. MOTION PASSED SIX TO ONE WITH PRESIDENT FRANKENHOFF VOTING NO. PRESIDENT FRANKENHOFF DECLARED THE MOTION CARRIED.

Quincy Park District 2023-2024 Goals and Objectives: Discussion Only

Executive Director Frericks explained the information and that it would be included in the August 1 planning session. President Frankenhoff referenced two meetings in March the Board participated in with Debbie Reed from Chaddock as a Facilitator which resulted in a one page document for long range goals. Staff merged that with this document.

Quincy Park District Legal Documents Review: Discussion Only

Executive Director Frericks explained that he, staff, board and attorney Penn discussed the document to come up with a list of items that would be reviewed by legal prior to authorizing or signing. Commissioner Leenerts explained this document is being created to give guidance to staff on when the Board might feel it is necessary or clarify when staff should consult legal counsel when signing legal contracts. Discussion as whether or not to include some type of document like this in the Board Policy Manual. President Frankenhoff stated it was not his intention for this to be a rigid document and routine contracts for services might need to be omitted. Attorney Penn stated this could also be guidelines and did not necessarily need to be a part of the Board Policy Manual. This is a document to guide the Executive Director. Adjustments to this document will be made and presented at the August Board meeting for review.

PUBLIC INPUT:

Louise Seaver stated she visited the Villa Kathrine and commented on the Handicap Parking. She would suggest possibly adding two spots closer to the building.

President Frankenhoff stated there is a vacancy on the Board created by David Gilbert's resignation at last month's meeting. He said there are four people interested in this position: Alan Hickman (not in attendance), Mark Philpot, Jeff VanCamp and Jarid Jones. Attorney Penn explained this appointment would only go until the next general election, April, 2023 and the term would expire May 1, 2023. There will be two places on the ballot next spring for both a two- and four-year term. It would be up to the appointee whether or not they choose to run. President Frankenhoff explained the candidate interview process for tonight and Mr. Hickman will be interviewed by phone.

EXECUTIVE SESSION: In accordance with 5 ILCS, Par. 120/2c, President Frankenhoff asked for a motion to move into Executive Session to discuss filling a board position vacancy. COMMISSIONER STEINKAMP MADE A MOTION SECONDED BY VICE-PRESIDENT HOLTHAUS TO MOVE INTO EXECUTIVE SESSION. THE FOLLOWING ROLL CALL VOTES WERE RECORDED.

THE FOLLOWING ROLL CALL VOTES WERE CAST AND RECORDED:

COMMISSIONER KOETTERS	ABSENT
COMMISSIONER LEENERTS	YES
COMMISSIONER MCGLOTHLIN	YES
COMMISSIONER STEINKAMP	YES
VICE-PRESIDENT HOLTHAUS	YES
PRESIDENT FRANKENHOFF	YES

ACTIONS AFTER EXECUTIVE SESSION

Vice-President Holthaus thanked all of the candidates for their interest in the vacant seat and their time. COMMISSIONER STEINKAMP MADE A MOTION SECONDED BY COMMISSIONER MCGLOTHLIN TO APPOINT JEFF VANCAMP TO THE VACANT SEAT WITH HIS TERM EXPIRING MAY 1, 2023. UNANIMOUS. PRESIDENT FRANKENHOFF DECLARED THE MOTION CARRIED.

With no other business to discuss at 8:40 p.m., COMMISSIONER MCGLOTHLIN MADE A MOTION SECONDED BY COMMISSIONER LEENERTS TO ADJOURN THE MEETING. UNANIMOUS. PRESIDENT FRANKENHOFF DECLARED THE MOTION CARRIED. Meeting adjourned.

Secretary

Chairman

Date

Date

PUBLIC INPUT

***BOARD
INFORMATION/
EDUCATION***

CORRESPONDENCE

VOLUNTEERS

To: Board of Commissioners
From: Rome Frericks
Subject: Monthly Report
Date: July 29, 2022

Administrative Initiatives (7/1/22 – 7/31/22)

Attended:

- Friends of the Trails meeting
 - Directors meeting
 - Safety meeting
 - Quincy/Adams County Economic Development/Tourism meeting
 - Tree Commission meeting
 - Safety meeting
 - Rotary Board meeting
 - Terry Anastas Ultimate Ride post meeting
 - Weekly operation meetings
 - UMRR monthly meeting
 - Planning Session review meeting
 - ITEP Webinar
 - Hosted Ribbon Cutting for Shade Structure in Bob Bangert Park
 - Riverfest Committee meeting
-
- Attended Legislative Update meeting with Senator Tracy and Representative Frese.
 - Met with Attorney David Penn several times on current events concerning the Park District.
 - Held meetings with Directors' on the August Planning Session meeting.
 - Met with President Elbe and the JWCC Executive Committee for potential lease of ground for future park development.
 - Met with Board members on several dates to discuss Park District business.
 - Met with staff and contractors on several occasions for current Park District improvements and potential 2023 Bond Projects.

- Completed all documents for the August Planning Session meeting.
- Staff met with Parks Department for a budget review meeting.
- Volunteer at the Riverfest for Rotary.

Administrative Initiatives (8/1/22 – 8/31/22)

- Create a memo from the August Planning Session for action items for the Board and staff.
- Continue to work with UMRR to develop the beginning scope of work and specifications.
- Continue planning for 2023 bond projects, goals and objectives.
- Complete the August Board packet.
- Attend the QBAREA/UMRR Open House on August 18th.

DIRECTORS'
REPORTS

To: Board of Commissioners
From: Matt Higley
Subject: Monthly Report
Date: July 31, 2022

Administrative Initiatives (7/1/22 – 7/31/22)

Attended:

- Directors' meeting
 - Safety meeting
 - Kiwanis meetings
 - RiverFest setup meetings
 - Friends of the Trail meeting
 - Bob Bangert Nature Classroom ribbon cutting.
- Monitored Lincoln Park parking lot addition.
 - Monitored dredging performed in the Marina.
 - Monitored bush trimming throughout the District.
 - Monitored parking lot striping at Lincoln and Kesler Parks.
 - Monitored installation of dirt to fill low spots at Lincoln Park.

Administrative Initiatives (8/1/22 – 8/31/22)

- Continue planning for 2022 projects, goals and objectives
- Work on 2022 Capital Projects for Parks Department
- Monitor RiverFest setup and tear down.
- Monitor Villa Kathrine sidewalk replacement.
- Monitor Clat Adams Park phase 1 sidewalk repair.
- Monitor installation of memorial benches along the Bill Klingner Trail.
- Monitor curb repair in South Park.
- Monitor end of season shutdown at Indian Mounds Pool.
- Monitor curb repair at Parker Heights Park.

To: Board of Commissioners
From: Donald J. Hilgenbrinck
Subject: Monthly Report
Date: July 31, 2022

Administrative Initiatives (7/01/22 – 7/31/22)

- Attended Safety Committee meeting.
- Prepared & submitted Certificate of Achievement for Excellence in Financial Reporting program application to the GFOA review board for the District's FY2021 Comprehensive Annual Financial Report.
- Published the Notice of Availability of Audit Report.
- Filed FY2021 Annual Comprehensive Financial Report with the Adams County Clerk.
- Prepared and filed Annual Treasurer's Report with the Adams County Clerk.
- Prepared filed the Illinois Grant Accountability and Transparency Act (GATA) Consolidated Year-End Financial Report (CYEFR) along with supporting documents for FY2021.
- Filed the Annual Financial Report (AFR) with the Illinois Comptroller, as required by statute.
- Post the FY2021 Comprehensive Annual Financial Report on the District's website.
- Prepared and posted the 2021 Annual Treasurer's Report on the District's website.
- Prepared documents for the Board's annual planning session.
- Conducted seasonal cash/POS payment processing audits.

Administrative Initiatives (8/01/22 – 8/31/22)

- Attend Annual Planning Session meeting.
- Conduct seasonal cash/POS payment processing audits.
- Begin the process for the FY2023 Budget, as per timeline.
- Begin the process for the FY2022 Budget & Appropriation Amendment.

To: Board of Commissioners
From: Mike Bruns
Subject: Monthly Report
Date: July 27, 2022

Administrative Initiatives (07/01/22 – 07/31/22)

- Attended the monthly safety committee meeting.
- Held monthly staff recreation meeting.
- Staff worked with the Director of Operations/Marketing on promoting our programs.
- The following programs continued: fishing clinics, swim lessons, water babies, 3 on 3 basketball, sand volleyball, summer adventures, special populations, t-ball, girls' softball, outdoor movie, outdoor fitness, family scavenger hunts, nature walk expeditions, archery, summer nature programs, and tennis.
- Staff worked on recruiting staff for the Fall.
- Staff worked on setting up the fall youth soccer leagues and adult softball.
- Staff worked on plans for the Fall Festival.
- Q Town baseball and softball tournaments were held on the weekends at the three turf fields.
- Cardinal baseball clinic was held with over 100 participants.
- Staff worked on surveys for the programs and events.

Administrative Initiatives (08/01/22 – 08/31/22)

- Staff will work on plans for the fall programs.
- Staff will organize the fall youth soccer and adult softball programs to start in August.
- Work with the Director of Operations/Marketing on promoting our programs.
- Staff will work on plans for the Fall Festival.

- Staff will work on season-ending reports for programs and events.
- Outdoor movie will be held on August 5 at Moorman Park.
- Staff will work on closing procedures for the Indian Mounds Pool, which will close for the season on August 14.
- Staff will work on the 2023 budget.

To: Board of Commissioners

From: David Morgan

Subject: Monthly Report

Date: August 1, 2022

Administrative Initiatives (7/01/22 – 7/31/22)

- Attended safety and board meetings.
- Staff continues to disinfect and clean Westview.
- Hosted a Junior Event, Wednesday, July 6th.
- Hosted the Senior City Golf Tournament, Saturday, July 9th & Sunday, July 10th.
- Hosted the PGA Junior Golf League, Sunday, July 17th.
- Hosted the Junior City Golf Tournament, Thursday, July 21st.
- Hosted the PGA Junior Golf League, Sunday, July 24th.
- Landmarx Match Play League starts Thursday, July 28th.
- Hosted the Greater Raider Golf Outing, Sunday, July 31st.
- Worked with Derhake Construction on the completion of the new restroom on hole 23.
- Staff has been busy with irrigation repairs:
Satellite 7 new decoder installed, new sprinkler on hole 14, repaired leaks on hole 2, repaired the leak on hole 17, repaired the sprinkler on hole 27, satellite 11 new pump common board, and repaired the leaks on hole 6 under the cart path and around the spillway on the irrigation lake on hole 5.
- Staff treated fairways for the control of yellow nutsedge and goose grass.
- Staff prepared the course for the Senior Golf Championship.
- Staff trimmed low branches around the course.

- Staff applied fungicides to the greens, tees, and fairways.

Administrative Initiatives (8/01/22 - 8/31/22)

- Attend safety meetings and board meetings.
- Staff will continue to disinfect and clean Westview.
- Host the Quincy University Basketball Golf Outing, Friday, August 5th.
- Host the Museum Night Golf Outing, Saturday, August 6th.
- High school golfers start qualifying starting Monday, August 8th.
- Host the QND Tournament, Thursday, August 11th.
- Host the Bordewick's four-day event, starting Sunday, August 14th.
- Host the QHS Invite, Saturday, August 20th.
- Staff will continue monitoring the antiquated irrigation system.
- Staff will continue applying fungicides on an as-needed basis.
- Staff will continue trimming low branches and removing suckers around the trees.
- Spot treat areas for control of yellow nutsedge and goose grass.
- Back-fill, grade, and seed around the new restroom on hole 23.
- Hire an additional seasonal staff employee for the fall season.

Westview Golf Course Rounds of Golf - 2022

		Jul-22	2022 YTD	Jul-21	2021 YTD
10000	18 Hole Weekday Green Fee	644	2111	563	1885
10002	9 Hole Weekday Green Fee	379	1374	288	1039
10004	Twilight Green Fee	31	127	56	177
10005	Fall/Spring/Winter Green Fee	0	242	0	525
10006	M-T-TH-Special	40	211	106	462
10007	Winter Special w/ Car	0	0	0	76
10008	Third Nine Green Fee	778	2599	705	2536
10009	Family Night Adult	4	19	3	20
10010	Family Night Child	6	18	7	23
10011	Jr. Green Fee	55	105	91	112
10012	Promotional Round	14	52	6	49
10013	Twilight Combo	548	2106	544	2107
10014	Early Bird 9	31	129	15	44
10015	Early Bird 18	103	314	137	286
11000	Adult Weekday Pass Visit	222	836	264	945
11001	Adult Weekend Pass Visit	170	626	95	598
11002	Senior Weekday Pass Visit	375	1529	395	1554
11003	Senior Weekend Pass Visit	287	970	154	901
11004	Senior Rest. Weekday Pass Visit	65	220	47	184
11005	Super Senior Weekday Pass Visit	341	1179	383	1361
11006	Employee Pass Visit	15	29	9	41
11007	Junior Weekday Pass Visit	112	370	162	493
11008	Junior Weekend Pass Visit	47	148	27	155
11010	Junior Summer Pass Visit	127	267	225	374
11011	College Pass Visit	0	0	0	0
11012	Young Adult Pass Visit	171	737	115	472
11013	School Team Pass Visit	8	8	1	1
12000	Green Fee Punch card Visit	77	332	224	751
13000	Tournament Round	121	901	144	575
13002	Outing Green Fee	120	260	100	252
10016	Tri-State Promotional Round	3	23	14	30
Total		4894	17842	4880	18028
Per Visit Fee		\$7,481	\$19,426	\$4,499	\$18,691
Days Closed		1	83	4	74

To: Board of Commissioners

From: Marcelo Beroiza

Subject: Monthly Report

Date: August 1, 2022

Administrative Initiatives (7/1/22 – 7/31/22)

- Attended the Rec. Department staff, Park District Board, and Friends of The Trails
- Attended IPRA webinar “*Tools of Impact - Beyond Programs & Surveys*”
- Met with fitness consultants and IT support. Fitness trails initiative program model
- Met with concessions suppliers to evaluate new trends
- Met with The Running Club. Summer runs initiative for all ages
- Met with Blessing Health Systems. Cardinals youth clinic gift bags
- Met with the Executive Dir. for the monthly meeting (Maintenance, Rec., Business office, Westview, and projects)
- Marketing
 - QR cards with electronic brochure
 - MLB St. Louis Cardinals Clinic media campaign with partners
 - Running club campaign launch
 - End of summer programs/events promos
- Projects
 - Friends of The Lorenzo Bull house QR Code historical sign
 - Bill Klingner Fitness trail program
 - Batting cage concessions new trends/menu 2023
 - BNSF Preliminary Bill Klingner Trail extension project to Lincoln park

Administrative Initiatives (8/1/22 – 8/31/22)

- Operations and Project list, follow-ups, and collaborations through the Park District facilities and parks
- Coordinate media network communications, and community PR
- Marketing
- Community collaborations
- Projects started list

COMMITTEE

REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: August 10, 2022

STAFF RECOMMENDATION

AGENDA ITEM: POST-ISSUANCE TAX COMPLIANCE ANNUAL REPORT: INFORMATION ONLY

BACKGROUND INFORMATION:

In June of 2011 the Quincy Park District received an IRS request to complete an Advance Refunding Bonds Compliance Check Questionnaire. The District sought the guidance of bond counsel, Chapman & Cutler, LLP.

In the process of completing the questionnaire, representatives of Chapman & Cutler, LLP recommended and the District adopt Resolution 11-05, July 13, 2011 to comply with IRS regulations regarding tax-exempt bonds.

In accordance with this resolution, the Treasurer of the Quincy Park District, as the Compliance Officer, presents the following annual Post-Issuance Tax Compliance Report and Post-Issuance Compliance Checklist for the Board of Commissioners' review.

FISCAL IMPACT: None.

STAFF RECOMMENDATION: None.

PREPARED BY: Donald J. Hilgenbrinck, Director of Business Services

BOARD ACTION:

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

POST-ISSUANCE TAX COMPLIANCE REPORT

To: Board of Park Commissioners of the Quincy Park District, Adams County, Illinois

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record-Keeping Policy (the “*Policy*”) adopted by the Board of Park Commissioners (the “*Board*”) of the Quincy Park District, Illinois (the “*District*”), on the 13th day of July, 2011, I have prepared a report reviewing the District’s contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the District has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the District’s compliance with such covenants and expectations.

(a) *Records*. I have in my possession all of the records required under the Policy.

(b) *Arbitrage Rebate Liability*. I have reviewed the agreements of the District with respect to each issue of the Tax Advantaged Obligations. At this time, the District does not have any rebate liability to the U.S. Treasury.

(c) *Contract Review*. I have reviewed copies of all contracts and agreements of the District, including any leases, with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, [☒ Each issue of the Tax Advantaged Obligations complies] [☐ Certain Tax Advantaged Obligations may not comply] with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

(d) *IRS Examinations or Inquiries*. The Internal Revenue Service (the “*IRS*”) has not commenced an examination of any issue of the Tax Advantaged Obligations. The IRS has not requested a response to a compliance check, questionnaire or other inquiry.

Based upon the foregoing, I believe that the District is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the District and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 19th day of July, 2022.

By Donald J. Hilgenbrinck
Compliance Officer

**POST ISSUANCE COMPLIANCE CHECKLIST
FOR ILLINOIS GOVERNMENTAL USE TAX EXEMPT BONDS
JUNE 30, 2022**

Name of Bonds:	General Obligation Park Bonds, Series 2019A (Trail Bond)
Responsible Person for Debt Management Activities	Director of Business Services
Bond Counsel	Chapman & Cutler, LLP
Financial Advisor	N/A
Underwriter	N/A
Paying Agent	N/A
Rebate Service	N/A

A. TAX LAW REQUIREMENTS	DOCUMENT ON FILE
1. General Matters.	
(a) Proof of filing Form 8038-G.	X
(b) Complete bond transcript.	X
(b) "Significant modification" to bond documents results in reissuance. Proof of filing new Form 8038-G plus final rebate calculation on pre-modification bonds.	N/A
2. Monitor the Use of Proceeds and Financed Facilities.	
(a) No private business use arrangement with private entity (includes federal government) beyond permitted de minimis amount unless cured by remedial action.	X
(b) Actions Re: Financed Facilities.	X
(i) No sale.	X
(ii) No leases.	X
(iii) No management contract.	X
(iv) No research contract.	X
(v) No "Special legal entitlement".	X
3. Arbitrage.	

(a) Rebate ¹ .	
(i) First installment of arbitrage rebate generally due on fifth anniversary of bond issuance plus 60 days.	N/A
(ii) Succeeding installments every five years.	N/A
(iii) Final installment 60 days after retirement of last bonds of issue.	N/A
(iv) Monitor expenditures prior to semi-annual target dates for six-month, 18-month, or 24-month spending exception.	N/A
(b) Monitor expenditures generally against date of issuance expectations for three-year temporary period.	N/A
(c) For advance refunding escrows, confirm that any scheduled purchases of 0% SLGS are made on scheduled date.	N/A
4. Record Retention.	
(a) Maintain general records relating to issue for life of issue plus any refunding plus three years.	X
(b) Maintain special records required by safe harbor for investment contracts or defeasance escrows.	N/A
(c) Maintain record of identification on issuer's books and records of "qualified hedge" contracts and all payments and receipts thereunder.	N/A
(d) Maintain record of election not to take depreciation on leased property that must be treated as owned by a governmental unit.	N/A

¹ To calculate rebate one must have at least (i) complete records of all payments of principal and interest made on the bonds and (ii) all investment income received on the investment of bond proceeds.

B. DISCLOSURE REQUIREMENTS	
1. SEC Rule 15c2-12 Requirements ² .	
(a) Determine applicability of continuing disclosure undertaking (“CDU”). If you are obligated to provide certain information to the market and fail to do so, subsequent attempts to access the market may be penalized.	N/A
(b) Periodically determine that required CDU filings have been prepared, sent to and received by EMMA.	N/A
(c) Information required to be provided to EMMA:	N/A
(i) Annual Reports.	
(1) Quantitative financial information and operating data disclosed in official statement.	
(2) Audited financial statements.	
(ii) Other information.	
(1) Change of fiscal year.	
(2) Other information specified in CDU.	
(d) Material Event Disclosure. Notification by obligated person to EMMA, in timely manner, of any of the following events with respect to bonds, if event is material within the meaning of the federal securities laws:	N/A
(i) Principal and interest payment delinquencies.	
(ii) Non-payment related defaults.	
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.	

² Disclosures must be made via the Municipal Securities Rule Making Board’s Electronic Municipal Market Access (“EMMA”) system. Material filed at EMMA will be open to the public for free.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.	
(v) Substitution of credit or liquidity providers, or their failure to perform.	
(vi) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the bonds.	
(vii) Modifications to rights of holders of the bonds.	
(viii) Bond calls and tender offers.	
(ix) Defeasances.	
(x) Release, substitution or sale of property securing repayment of the bonds.	
(xi) Rating changes.	
(xii) Bankruptcy, insolvency, receivership or similar event of the District.	
(xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.	
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee.	
(e) Failure of the obligated person to timely file financial information (including audited financial statements) and operating data with EMMA.	

<p>2. Notification to Underwriters of Bonds.</p> <p>Determination of whether bond purchase agreement requires issuer of the bonds to notify underwriters for a specified period of time of any fact or event that might cause the official statement to contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading.</p>	N/A
<p>3. Information Required to be Filed with Other Entities.</p>	
(a) Rating Agency(ies).	N/A
(b) Bond Insurer.	N/A
(c) Credit Enhancer.	N/A
Examples:	
(i) Financial records.	
(1) Annual.	
(2) Quarterly.	
(ii) Budgets.	
(iii) Issuance of additional bonds.	
(iv) Events of default.	
(v) Notices of redemption.	
(vi) Amendments to bond documents.	
C. MISCELLANEOUS	
<p>1. Financial Covenants.</p> <p>Monitor rate or other covenants.</p>	X
<p>2. Investments.</p> <p>Monitor permitted investments restrictions.</p>	X

PLEASE NOTE:

This checklist is by its nature not comprehensive. No checklist can ever be a complete safeguard. Federal tax law compliance depends upon all of the relevant facts and circumstances in the particular transaction. Nonetheless, checklists can help provide a methodology for compliance.

The joint task force between the National Association of Bond Lawyers and the Government Finance Officers Association has prepared a more comprehensive “Tax Compliance Checklist—Post Issuance,” which can be found at [www.http://www.gfoa.org/downloads/PostIssuanceCompliance.pdf](http://www.gfoa.org/downloads/PostIssuanceCompliance.pdf).

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: August 10, 2022

STAFF RECOMMENDATION

AGENDA ITEM: LITTLE PEOPLE’S TOURNAMENT FEES: **RECOMMENDED APPROVAL**

BACKGROUND INFORMATION: The Director of the Pepsi Little People’s Tournament has requested the use of Westview Golf Course for the 2023 Little People’s Golf Tournament to be held on June 19, June 20, and June 21 and the Applebee’s Parent-Child Event to be held on Sunday, June 18, 2023.

Staff recommends the fees charged by Westview Golf Course remain the same as 2022. \$75 for the 18-hole and \$51 for the 9-hole two-day tournament, and \$30 for the Applebee’s Parent-Child event.

The tournament provides income to Westview as well as to the community in general through tourism dollars.

FISCAL IMPACT: None

STAFF RECOMMENDATION: Staff recommends the Board approve Little People’s fees as proposed for the 2023 tournament.

PREPARED BY: David Morgan, Director of Golf

BOARD ACTION:

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: August 10, 2022

STAFF RECOMMENDATION

AGENDA ITEM: QUINCY PARK DISTRICT 2023-2024 GOALS AND OBJECTIVES: RECOMMENDED APPROVAL

BACKGROUND INFORMATION: The Board annually reviews and adopts the District goals and objectives.

The format of the Park Districts goals and objectives was discussed at the August 1, 2022 Planning Session. Board and staff worked together to develop the current version. The first draft was presented at the July 13th Board meeting.

FISCAL IMPACT: No direct fiscal impact. Capital projects recommended in this document are submitted for budget approval separately.

STAFF RECOMMENDATION: Staff recommends approval of the 2023-2024 goals and objectives as presented.

PREPARED BY: Rome Frericks, Executive Director

BOARD ACTION:

Quincy Park District Goals 2023-2024

Administration

1. Secure sponsorship/naming rights for an outdoor fitness station to be located in Moorman Park.
2. Work with the Parks Department and Westview on care and preservation of landscaping/hardscapes and parking areas as they are the first impression to many parks.
3. Identify future opportunities for programming and services based on industry trends.
4. Staff will develop a guide to facilitate discussions with interested organizations in support of collaborative efforts to meet our current mission statement.
5. Work with the Board, Burlington North Santa Fe Railway, and Friends of the Trails to finalize the path for the Bill Klingner Trail from Parker Heights to Lincoln Park.
6. Secure a parcel of land in the southeast part of Quincy for a future park location.
7. Work with the Director of Parks for the smooth transition for the retirement of the Maintenance Supervisor in the Parks Department.

Westview Golf Course

1. Continue to work with the Recreation and Marketing Departments to increase golf lessons for junior golfers.
2. Improve the customer experience at Westview by installing new software which allows for online tee time reservations and an improved point of sale system.
3. Remove/update the flooring in the concession/kitchen area.
4. Replace the spillway overflow and 36" drainage pipe in the irrigation lake over the cart path on hole #5.
5. Create/update an equipment replacement program for Westview maintenance.
6. Remove part of the shelter and renovate the remaining section on hole #12.
7. Hire an independent consultant to begin the design and engineering work for the proposed new irrigation system.

Marketing/Operations

1. Develop a multimedia campaign to promote new events and programs through all social media, website, and e-mail marketing platforms.
2. Partner with new businesses and organizations to create new collaborations throughout the Park District.
3. Create new sponsorship opportunities.
4. Coordinate the Nature Trails East development from 30th Street- 36th St. Kochs Lane.
5. Lead discussions for continuous improvement efforts and new initiatives throughout the Park District organizational process and work to improve quality, productivity, and efficiency in all departments.
6. Create a volunteer/affiliates page that includes active organizations throughout the District's parks and facilities.
7. Attend monthly online educational programs related to IPRA and IAPD.

Recreation

1. Install all new hitting cage equipment and machines at the Batting Cage.
2. Develop and implement new programs in the following areas:
 - Nature 2 new programs
 - Family 2 new programs
 - Mountain Biking 1 new program
 - 18+ Programs 2 new programs
3. Increase attendance at Indian Mounds Pool to 12,000 for the season.
4. Provide surveys and collect data seasonally to identify strengths and weaknesses for all programming.
5. Add new programming in the northwest community:
 - Berrian basketball leagues
 - Family community event
6. Redesign the summer tennis program to help increase participation.
7. Increase participation in 18+ programming and create new programs to make that happen.

Marina

1. Communicate with Marina renters to listen to trends/concerns and to identify needs and potential improvements at the Art Keller Marina.
2. Remove F Dock and relocate H Dock.

Parks

1. Work with the Quincy Park Band to develop and build a permanent stage in one of our parks.
2. Renovate the restrooms at Washington Park.
3. Improve and maintain a quality system of parks and facilities that excite the community.
Objective A: Spend ample time touring parks with staff/maintenance to observe work habits and discuss alternate ways to improve the parks.
4. Work with Mississippi Valley Hunters and Fishermen's Association and Friends of the Trails to complete/research grant opportunities for the walking trail from Parker Heights to Bob Bangert restroom.
5. Explore funding options and determine the park location in 2023. Create bidding documents for playground companies for a new all-inclusive playground that will be constructed by 2025.

Business Office/Technology

1. Assist with implementation of Westview's new golf software.
Objective A: Smooth transition and integration with the District's accounting system.
2. Analyze, prepare and present data, financial concepts, and objectives that assist commissioners on the future ability of the District to meet its financial obligations and goals and objectives.

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: August 10, 2022

STAFF RECOMMENDATION

AGENDA ITEM: QUINCY PARK DISTRICT 2022 PLANNING SESSION INITIATIVES: RECOMMENDED APPROVAL

BACKGROUND INFORMATION: The Quincy Park District Board of Commissioners and staff met in late March with an outside consultant to develop a strategic plan for the next several years.

After receiving the planning session draft version from the consultant, staff met over several meetings to provide a draft version for the May Board meeting in order to create a final working document. There were no changes to the draft version during the May meeting and approved the final version at the June Board meeting. The Board of Commissioners and staff made a minor change on the final version during the August 1, 2022 planning session while talking about the 2023 capital project list.

The final version of the Quincy Park District Planning 2022 planning session initiatives is behind this report.

FISCAL IMPACT: None.

STAFF RECOMMENDATION: Staff recommends approval of the 2022 planning session initiatives based on discussions from the planning session held on August 1, 2022.

PREPARED BY: Rome Frericks, Executive Director

BOARD ACTION:



The Quincy Park District will enhance the recreational, cultural, historical and environmental qualities of life for all its residents through the provision of a well-planned, developed, maintained and accessible system of public parks, facilities, and programs.

Our high-quality outdoor facilities are recreational destinations.

- 1) The Board of Commissioners and staff will finalize the location and path for the next section of the Bill Klinger Trail from Parker Heights Park to Lincoln Park by Spring 2023.
- 2) Westview Golf Course irrigation specifications and financial plan will be completed by Fall 2023.
- 3) The Quincy Park District will secure a parcel of land in the Southeast quadrant of Quincy by December 2022.

Area residents enjoy a more active lifestyle because of the green space and recreational activities provided by the Quincy Park District.

- 1) The Quincy Park District will target adults (18+) for program participation in our parks and facilities starting in Spring 2023.
- 2) A second all-inclusive playground will be constructed within a current park by Fall 2025.
- 3) Nature activities and future programming in Bob Bangert Park will continue to be a high priority as the Quincy Park District and MVHFA continue their partnership and develop a scholarship program.

The Quincy Park District is a sought-after collaborative partner that is responsive to the community.

- 1) The Quincy Park District will engage in additional collaborative partnerships with community organizations, including waterfront parks.
- 2) Staff will develop a guide to facilitate discussions with interested organizations in support of collaborative efforts to meet the Quincy Park District mission statement by Summer 2023.
- 3) Staff will develop and promote volunteer initiatives and partnerships through our marketing platforms.

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: August 10, 2022

STAFF RECOMMENDATION

AGENDA ITEM: WAVERING PARK SMALL SHELTER REPLACEMENT, DESIGN AND ENGINEERING WORK AND DEMOLITION: RECOMMENDED APPROVAL

BACKGROUND INFORMATION: Staff presented the shelter replacement schedule at the August Board Planning Session. There are currently three shelters that need to be replaced in the upcoming years. The Wavering Small shelter was rated a 6 out of 10 in terms of its current condition.

Staff recommends replacing the Wavering Park small shelter in 2023. Design and engineering costs are \$12,910 and \$4,350 is needed for the demolition of the current shelter. There are excess uncommitted 2022 G.O. Bond Funds that could be used for this portion of the project. This would allow the project to be completed sooner, limiting the length of time the shelter would be closed during the 2023 season. The bidding process could begin in December 2022 and the project could potentially be completed by May 2023.

Behind this report is a copy of the shelter inventory.

FISCAL IMPACT: The \$17,260 needed would come from the uncommitted excess funds in the 2022 G.O. Bond Fund and would be used for the design, engineering and demolition of the Wavering Park small shelter. An additional \$175,000 for the replacement of the shelter is proposed in the 2022 Bond project list.

STAFF RECOMMENDATION: Staff recommends using \$17,260 from the excess uncommitted 2022 G.O. Bond Fund for the design and engineering work and the demolition of the Wavering Park shelter.

PREPARED BY: Matt Higley, Director of Parks

BOARD ACTION:

QUINCY PARK DISTRICT SHELTER INVENTORY

<u>Shelter Location</u>	<u>Size</u>	<u>Material</u>	<u>Year Built</u>	<u>Condition</u>	<u>Replacement</u>	<u>Recent Repairs/Cost</u>
Bob Bangert	35 x 65	Wood		10	Upgraded 2019	Tuckpointing / New Metal Roof-\$15,000
Quinsippi Island	34 x 52	Wood	1970's	5	2025	
South Park Pond	25 x 25	Wood	1996	7		
Wavering Large	42 x 76	Wood	1970's	6	2024	Metal Roof-2015
Wavering Small	34 x 52	Wood	1970's	6	2023	Metal Roof-2015
Madison	34 x 48	Steel	2022	10		
Johnson	34 x 48	Steel	2021	10		
Ben Bumbry	34 x 48	Steel	2020	10		
All America	34 x 48	Steel	2019	10		
Berrian	34 x 48	Steel	2018	10		
Lincoln	40 x 46	Steel	2016	10		
Moorman Medium	30 x 64	Steel	2015	10		
Moorman Large	40 x 64	Steel	2014	10		
Moorman Small	24 x 34	Steel	2013	10		
Gardner	30 x 64	Steel	2011	10		
Bob Mays	40 x 46	Steel	2008	10		
Kesler	20 x 36	Steel	1980's	8		
Reservoir	55 x 80	Stone	1930's	7		
South Park Large	70 x 96	Brick	1917	6		Needs Tuckpointing & Ceiling Work
South Park Small	10 x 30	Brick		6		Need Soffit Work

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: August 10, 2022

STAFF RECOMMENDATION

AGENDA ITEM: QUINCY PARK DISTRICT CONSTRUCTION CONTRACT DOCUMENTS: DISCUSSION ONLY

BACKGROUND INFORMATION: The Board has requested staff look into using more formalized construction contract documents on our smaller in-house construction projects. Commissioner Steinkamp has supplied staff with a few construction contract documents used by local government agencies.

Behind this report is a copy of the Engineers Joint Contract Documents Guidelines, AIA Documents, and the current Park District Contractor Checklist.

FISCAL IMPACT: None

STAFF RECOMMENDATION: Discussion only.

PREPARED BY: Rome Frericks, Executive Director

BOARD ACTION:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term “Standard EJCDC Text” for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using “Track Changes” (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC’s sponsoring organizations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

Prepared By



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GUIDELINES FOR USE OF EJCDC® C-522, CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

- 1.1 EJCDC® C-522, Contract for Construction of a Small Project, is intended to be used for smaller, less complex projects, such as small water and wastewater utilities, roads and paving, drainage improvements, and site development. This Contract is appropriate for projects where:
- A. The construction cost is \$500,000 or less, the scheduling for the Work is relatively simple with few constraints, scheduled duration is less than 12 months, and little coordination is required with entities other than the Engineer, Owner, and Contractor.
 - B. The change and claims process is relatively simple. If it is anticipated there could be significant changes to the Work in response to differing site conditions, client requirements, or other factors, it is recommended that EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) (2018) or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018) be used, together with the comprehensive EJCDC® C-700, Standard General Conditions of the Construction Contract (2018).
 - C. There is little chance of changed or differing site conditions.
 - D. No hazardous environmental conditions are anticipated.
 - E. Substitutions for material or equipment will be handled through the change order process.
 - F. There is no assignment to Contractor of an equipment purchase contract entered into by Owner.
 - G. The Contract Documents do not delegate any professional design services to the Contractor.
 - H. There is little need for coordination with others working at the Site, other than for incidental tasks such as routine utility relocations (see Paragraph 7.03).
 - I. The Engineer is involved with the review of submittals, interpretation of the documents, and development of change orders that affect the design of the Project.
- 1.2 C-522 provides that builder's risk insurance and/or property insurance will be provided by the Contractor. If the Owner wants to provide this insurance, the Contract will need to be modified.

2.0 OTHER DOCUMENTS

C-522 is intended to be used as a stand-alone document. It contains the core elements of an Owner-Contractor agreement form (such as identification of the parties, Contract Price, and Contract Times) as well as essential general terms and conditions. Thus if C-522 is used, do not use the EJCDC agreement forms (C-520 or C-525), or the Standard General Conditions, C-700.

C-522 has not been fully integrated with other EJCDC documents. For example, terms used in C-522 may differ somewhat from corresponding terms in other EJCDC documents. Other EJCDC® C-series documents, such as EJCDC® C-200, Instructions to Bidders for Construction Contract (2018), and EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018), are written to be used with C-700; they

would require substantial modification to be used with C-522. This document is not to be used under any circumstances with the Design-Build (D-series) or Procurement (P-series) documents.

The EJCDC standard professional services agreements, including EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services, and EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services, may be used in conjunction with C-522 providing that modifications are made to the scope of services in the Owner-Engineer Agreement to be consistent with the engineering services contemplated by C-522. Because E-520 (Short Form) is intended for use only for professional services of limited scope and complexity, particular care should be taken in E-520 to define and coordinate the obligations and duties of the Owner and Engineer relative to the requirements of C-522.

3.0 ORGANIZATION OF INFORMATION

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 GUIDANCE NOTES AND NOTES TO USER

EJCDC documents include Notes to User to provide guidance regarding the preparation of Project-specific documents. In C-522, the Notes to User are lightly shaded to distinguish them from the proposed text of the Contract itself. As a project-specific Contract is prepared and made ready for distribution to bidders or prospective Contractors, or for execution by Owner and Contractor, all shaded text (Notes to Users) should be deleted. These notes are intended to guide the user in the preparation of the document and are not intended to be included in the completed document.

Notes to User provide specific information for editing the document. When two or more alternative paragraphs are presented, explanations on how to select the most appropriate alternative are provided, with direction to delete those paragraphs not used.

5.0 EDITING THIS DOCUMENT

5.1 It is intended that this document be edited for each Contract. Guidelines for editing include:

- A. Remove the cover pages which consist of the title pages and these Guidelines for Use.
- B. Type in required information as indicated by brackets ([]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after project specific text has been added, e.g. change “[Project Name]” to “Peach Street Renovation” (without brackets or bold, or quotation marks).
- C. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph B above, rather than by an underline-style blank.
- D. Most Notes to User are presented before the text to which they apply; some Notes to Users are interspersed in the text, usually within brackets. Delete all “Notes to User” after reviewing each note and taking appropriate action. Delete all associated numbering and brackets.

- E. Complete tables.
- F. Modify check-boxes as required by clicking in the box.

6.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between **[Legal name of Owner]** (Owner) and **[Legal name of Contractor]** (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **[Project Name]** which consists of **[short description of the Work]**.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **[short description of the location of the Site]**.

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times:* References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

Notes to User—If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items as necessary.

- A. The Contract Documents consist of the following documents:
 - 1. This Contract for Construction of a Small Project.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Specifications as listed in the Specifications Table of Contents.
 - 5. Drawings as listed on the Drawing Sheet Index.
 - 6. Addenda.
 - 7. Exhibits to this Contract (enumerated as follows):
 - a. **[Exhibit 1 – Name of Exhibit]**.
 - b. **[Exhibit 2 – Name of Exhibit]**.
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed (EJCDC® C-550).
 - b. Work Change Directives (EJCDC® C-940).
 - c. Change Orders (EJCDC® C-941).
 - d. Field Orders (EJCDC® C-942).

ARTICLE 3—ENGINEER

3.01 *Engineer*

- A. The Engineer for this Project is **[name of engineering firm, entity or individual serving in the role of Engineer]**.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

Notes to User—Use Paragraph A for contracts with Owner-stipulated dates for Project completion. Write in the stipulated dates. Use Paragraph B for contracts that state a number of calendar days for completion

of construction. Write in the stipulated number of days. Delete the paragraph not used. Modify the wording if working days are used.

- A. The Work will be substantially complete on or before **[date]** and completed and ready for final payment on or before **[date]**.
- B. The Work will be substantially complete within **[number of days]** days after the Effective Date of the Contract and completed and ready for final payment within **[number of days]** days after the Effective Date of the Contract.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner **\$(amount calculated for liquidated damages)** for each day that expires after the Contract Time for substantial completion.

4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.



AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Misc Docs

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete [A101™–2017, Exhibit A](#), Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Misc Docs

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**
- 13 MISCELLANEOUS PROVISIONS**
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 CLAIMS AND DISPUTES**

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

Quincy Park District
Contractor Qualification/Job Checklist

Project/Repair: _____
Contractor: _____
Quote Price: _____
Date: _____
District Contact: _____

Check applicable block:

- ☐ Work is less than \$5,000. Single quote/proposal is attached
☐ Work is between \$5,000 and \$24,999. Two quotes/proposals attached
☐ Work is between \$25,000 – Bid limit (70ILCS8-1(c)). Three quotes/proposals attached
Or
☐ Work is an exception to policy. Exception statement is attached

Required before work begins:

- ☐ Signed Prevailing Wage/Insurance Certificates/Equal Opportunity/Safety Statement
☐ Signed Hold Harmless
☐ Copy of Insurance Certificate naming Quincy Park District as additionally insured
☐ Copy of a written Substance Abuse Prevention Policy

Required if work will be more than \$50,000:

- ☐ Performance and Payment Bond or, under some circumstances, a non-diminishing irrevocable bank letter of credit

Required before payment is made:

- ☐ Certified payrolls

Project Quotes Received: (See Attached)

Amount of Quote:

All required documents will be placed in a project file folder along with this checklist and filed in the business office.

NOTE: Notify vendor that the Quincy Park District Business Office will not release any payments without receipt of Certified Transcript of Payroll.



1231 Bonansinga Dr. - Quincy, Illinois 62301-1762
Telephone 217-223-7703 -- Fax 217-228-9209
Email info@QuincyParkDistrict.com
quincyparkdistrict.com



Prevailing Wage/Insurance Certificates/Equal Opportunity/Safety/FOIA

Project: _____

Contactor/Company: _____

PREVAILING WAGE: All Projects/Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act. Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work on this project/contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Acts (820 ILCS 130/1-12).

CERTIFIED PAYROLL: All Projects/Contracts for the Construction of Public Works must submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records identified in 820 ILCS 130/5 paragraph 1 subsection (a). The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. (820 ILCS 130/1-12).

FOIA: The contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1) and, upon request of the Quincy Park District's designated Freedom of Information Officer, Don Hilgenbrinck, Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in possession of the contractor that is deemed a public record under FOIA.

INSURANCE: The Quincy Park District requires that all contractors performing work provide a valid Certificate of General Liability Insurance naming the park district as additionally insured.

Contractors must provide the Quincy Park District a copy of a valid certificate of Worker's Compensation and automobile insurance.

If applicable, copies of product liability, hazardous operations, product liability and completed operations insurance must also be provided.

EQUAL OPPORTUNITY: Contractors must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order No. 11375.

SAFETY: All contractors must follow all applicable OSHA and all other federal, state and local rules relating to worker and environmental safety.

If you have any questions or need information concerning these matters please contact the business office at 217-223-7703.

Company Authorized Signature

Date



1231 Bonansinga Dr - Quincy, IL 62301-1762
Telephone 217-223-7703 - Fax 217-228-9209
Email info@QuincyParkDistrict.com
quincyparkdistrict.com



HOLD HARMLESS AGREEMENT

_____ shall implement appropriate safeguards

to prevent accidents or injuries to persons or properties. To the fullest extent that is permitted

by law, _____ agrees to indemnify, defend

and hold harmless the Quincy Park District, its Board of Commissioners, officials, agents, employees and volunteers and all others connected with the Quincy Park District, from any and all actions, claims, demands, suits, liabilities (statutory and workmen's compensation law), losses, damages or expenses including attorney's fees, as well as all costs from death of, injuries to, theft of or damage to properties or persons, including third parties; growing out of, directly or indirectly caused by any service, operation or associated incidents from the actions or omission by

... _____ or any of its agents,

volunteers, employees or subcontractors.

Quincy Park District

Contractor Representative

Signature

Signature

Printed Name

Printed Name

Date:

Date:



1231 Bonansinga Dr. - Quincy, Illinois 62301-1762
Telephone 217-223-7703 - Fax 217-228-9209
Email info@QuincyParkDistrict.com
quincyparkdistrict.com



Certified Payroll Statement

(Complete and return with each monthly payroll submitted)

Project: _____

Contractor/Company: _____

From: _____

To: _____

Dates Covered: _____

Illinois Wages of Employees on Public Works Acts (820 ILCS 130/5).

- (a) While participating on public works, the contractor and each subcontractor shall:
- (1) Make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and
 - (2) Submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a). The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) for a period of not less than 3 years. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act.

I certify that:

1. The records submitted are true and accurate.
2. The hourly rate paid to each worker is not less than the general prevailing wage required by Illinois Wages of Employees on Public Works Acts (820 ILCS 130/1-12).
3. I am aware that knowingly filing a false certified payroll is a Class B misdemeanor.

Printed Name: _____

Title: _____

Signature: _____

Date: _____



Certified Transcript of Payroll

IDOL Case File Number: _____

Please Note: The submission of falsified payroll records is a criminal offense.

Payroll Date: _____

Contractor and/or Subcontractor

Public Body Information

_____ (Contract Number)	_____ (Company Name)	_____ (Contact Name)	_____ (Public Body Name)	_____ (Contact Name)
_____ (Project Number)	_____ (Street Address)	_____ (City)	_____ (Street Address)	_____ (City)
_____ (Project Location)	_____ (State)	_____ (Zipcode)	_____ (State)	_____ (Zipcode)
	_____ (Telephone Number)		_____ (Telephone Number)	

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address SSN & Telephone Number		* Hours worked each day							Total Hrs Each PW and Reg.	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period	
		SUN	MON	TUE	WED	THR	FRI	SAT					Gross	Net
Labor Classification _____ _____	PW													
	N													
	Hourly Fringe Benefit: _____ Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____													
Labor Classification _____ _____	PW													
	N													
	Hourly Fringe Benefit: _____ Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____													
Labor Classification _____ _____	PW													
	N													
	Hourly Fringe Benefit: _____ Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____													
Labor Classification _____ _____	PW													
	N													
	Hourly Fringe Benefit: _____ Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____													

*PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked



Certified Transcript of Payroll

Instructions:

Fringe benefits (health insurance, pension, vacation, and training) must be paid, if it is required for the work classification, regardless of your union or nonunion status.

We give you credit for health insurance paid (if any) and ERISA approved pension plan (if any) and training if your employees are in a BAT approved program.

If the fringe benefit rate is paid into a fund, please note by placing the letter "F" behind the fringe benefit rate; if the fringe benefit rate is included on an employee's payroll check, please note by placing the letter "E" behind the fringe benefit rate.

On the back of this form please list all subcontractors, independent contractors and owner operator's your company used on this project. If you wish information regarding coverage of the Act, please visit our web site at www.state.il.us/agency/idol/ or call 217-782-1710.



Certified Transcript of Payroll

AFFIDAVIT

Weekly Statement of Compliance

Date: _____

I, _____,
(name signatory party)

(Title)

, do

hereby state: that I pay or supervise the payment
of the persons employed on the public works
project _____;

(name of project)

that during the payroll period commencing on the

day of _____,

(day)

(month)

(year)

all persons employed on said project have been
paid the full weekly wages earned, that no
rebates have been or will be made either directly
or indirectly to or on behalf of said

(name of contractor or subcontractor)

from the full weekly wages earned by any person,
and that no deductions have been made either
directly or indirectly from the full weekly wages
earned by any persons, other than permissible
deductions as defined by Federal and/or State
Law. I further certify that this payroll is correct
and complete; that the wage rates contained
therein are not less than the actual rates herein
stated and that the classification set forth for each
laborers or mechanic conform to the work he/she
performed.

Signature _____

Digital Signature _____

SUBCONTRACTORS

Attach explanation of Monies paid, copy of contract of billing, or other pertinent information.

Company Name: _____

Contact Person: _____

(Address)

(City)

(State)

(zipcode)

Telephone Number: _____

Company Name: _____

Contact Person: _____

(Address)

(City)

(State)

(zipcode)

Telephone Number: _____

Company Name: _____

Contact Person: _____

(Address)

(City)

(State)

(zipcode)

Telephone Number: _____

Company Name: _____

Contact Person: _____

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Company Name: _____

Contact Person: _____

(Address)

(City)

(State)

(zipcode)

Telephone Number: _____

Company Name: _____

Contact Person: _____

(Address)

(City)

(State)

(zipcode)

Telephone Number: _____

(820 ILCS 265/) Substance Abuse Prevention on Public Works Projects Act.

(820 ILCS 265/1)

Sec. 1. Short title. This Act may be cited as the Substance Abuse Prevention on Public Works Projects Act.

(Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/5)

Sec. 5. Definitions. As used in this Act:

"Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted in death, personal injury, or property damage and that occurred while the employee was performing work on a public works project.

"Alcohol" means any substance containing any form of alcohol including, but not limited to, ethanol, methanol, propanol, and isopropanol.

"Alcohol concentration" means: (1) the number of grams of alcohol per 210 liters of breath; or (2) the number of grams of alcohol per 100 milliliters of blood.

"Drug" means a controlled substance as defined in the Illinois Controlled Substances Act or cannabis as defined in the Cannabis Control Act for which testing is required by an employer under its substance abuse prevention program under this Act. The term "drug" includes prescribed medications not used in accordance with a valid prescription.

"Employee" means a laborer, mechanic, or other worker employed in any public works by anyone under a contract for public works.

"Employer" means a contractor or subcontractor performing a public works project.

"Public works" and "public body" have the meanings ascribed to those terms in the Prevailing Wage Act.

(Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/10)

Sec. 10. Substance abuse prohibited. No employee may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. An employee is considered to be under the influence of alcohol for purposes of this Act if the alcohol concentration in his or her blood or breath at the time alleged as shown by analysis of the employee's blood or breath is at or above 0.02.

(Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/15)

Sec. 15. Substance abuse prevention programs required.

(1) Before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

(A) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing; however, blood testing is not mandatory for the employer where a urine test is sufficient.

(B) A prohibition against the actions or conditions specified in Section 10.

(C) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.

(D) A procedure for notifying an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not

perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of Section 20.

(2) Reasonable suspicion testing. An employee whose supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or a drug is subject to discipline up to and including suspension, and be required to undergo an alcohol or drug test. "Reasonable suspicion" means a belief, based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits. Circumstances, both physical and psychological, shall be given consideration. Whenever possible before an employee is required to submit to testing based on reasonable suspicion, the employee shall be observed by more than one supervisory or managerial employee. It is encouraged that observation of an employee should be performed by a supervisory or managerial employee who has successfully completed a certified training program to recognize drug and alcohol abuse. The employer who is requiring an employee to be tested based upon reasonable suspicion shall provide transportation for the employee to the testing facility and may send a representative to accompany the employee to the testing facility. Under no circumstances may an employee thought to be under the influence of alcohol or a drug be allowed to operate a vehicle or other equipment for any purpose. The employee shall be removed from the job site and placed on inactive status pending the employer's receipt of notice of the test results. The employee shall have the right to request a representative or designee to be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive for drugs or alcohol, the employee shall be subject to termination. The employer shall pay all costs related to this testing. If the test result is negative, the employee shall be placed on active status and shall be put back to work by the employer. The employee shall be paid for all lost time to include all time needed to complete the drug or alcohol test and any and all overtime according to the employee's contract.

(3) An employer is responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program, except when these costs are covered under provisions in a collective bargaining agreement. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee. (Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/20)

Sec. 20. Employee access to project.

(1) An employer may not permit an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under Section 15 to perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B). An employer shall immediately remove an employee from work on a public works project if any of the following occurs:

(A) The employee violates Section 10, tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.

(B) An officer or employee of the contracting agency, preferably one trained to recognize drug and alcohol abuse, has a reasonable suspicion that the employee is in violation of Section 10 and requests the employer to immediately remove the employee from work on the public works project for reasonable suspicion testing.

(2) An employee who is barred or removed from work on a public works project under subsection (1) may commence or return to work on the public works project upon his or her employer providing to the contracting agency documentation showing all of the following:

(A) That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in Section 10.

(B) That the employee has been approved to commence or return to work on the public works project in accordance with the employer's substance abuse prevention program.

(C) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens was conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

(3) Upon successfully completing a rehabilitation program, an employee shall be reinstated to his or her former employment status if work for which he or she is qualified exists. (Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/25)

Sec. 25. Applicability. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or, if bids are not solicited for the contract, to a contract to perform such work entered into on or after January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

(Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/99)

Sec. 99. Effective date. This Act takes effect January 1, 2008.

(Source: P.A. 95-635, eff. 1-1-08.)



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CERTIFIED PAYROLL:

All Projects/Contracts for the Construction of Public Works must submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records identified in 820 ILCS 130/5 paragraph 1 subsection (a). The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. (820 ILCS 130/1-12).

I certify that I understand the provisions of the Illinois Prevailing Wage Act and due to the organization of my business no certified payrolls are required.

Company: _____

Printed Name: _____ Signature: _____

Date: _____

QUINCY PARK DISTRICT

Board of Commissioners

Date of Board Meeting: August 10, 2022

STAFF RECOMMENDATION

AGENDA ITEM: OPERATIONS PROCEDURES MANUAL
REVISIONS: RECOMMENDED APPROVAL

BACKGROUND INFORMATION: The Operations and Procedures Manual was adopted in July 2000. It has been updated several times since its introduction with the most recent update being in July 2021. This manual describes and provides reference for how the Quincy Park District operates. All changes are noted in the redlined version attached.

The proposed changes add guidelines for when to seek legal counsel.

Both of these changes are proposed as a result of discussions during the recent audit.

FISCAL IMPACT: None.

STAFF RECOMMENDATION: Staff recommends approval as presented.

PREPARED BY: Donald J. Hilgenbrinck, Director of Business Services

BOARD ACTION:

SCHEDULING

April 1 st to November 1 st :	(Minimum Required)
Facilities & Grounds:	Quarterly
Playgrounds:	Limited Scope Undocumented- Every 2 Weeks Comprehensive Documented - Monthly
Uninhabited Grounds Areas:	Annually

Actions Taken:

Recommendations and actions taken shall give priority to safety and the degree of the hazard but shall take into account staff workloads and funding available for making repairs.

3.26 –LEGAL COUNSEL GUIDELINES – The following are a list of guidelines advising the Executive Director to know when to seek legal advice from counsel.

- Contracts that are unique, unusual, or where they were written for a special situation by the other party's legal counsel.
- Unique/Special employment agreements, if any, that in writing that involves expenditure of money.
- Agreements that expose Park District to legal risk/liability that are new and not entered previously. The parameter here is that if Park District has entered in the past, staff could compare and review to past agreements to see if any changes. If not, legal not need to review. If new contract, legal can review to make sure all good.
- Real estate purchase or sale agreements.
- Lease/License agreements, unless simply extensions on same/similar terms as existing leases.
- On 3-year basis, review:
 - Job application sheet (not job descriptions)
 - Waiver form template for participation
 - Rental use agreements for facilities
- Ordinances and Resolutions. Many of these forms, such as on the tax levy or other formal matters that regularly occur [such as on annual basis] these do not have to be reviewed, but can if the Board so chooses.
- Litigation especially when a person is injures on Park District property.
- Allegations of sexual harassment or discrimination based on race, gender, ethnicity, etc.
- Termination form
- Unique Requests for Proposals
- Easements for Park District
- Grievances from Union that proceed to arbitration

PUBLIC INPUT