

AGENDA

Carbondale Park District

Monday, March 8, 2021

5:30 p.m.

VIA ZOOM ONLINE MEETING

<https://zoom.us/j/9031181650>

MEETING ID- 903 118 1650

PASSWORD-1650

- I. ROLL CALL
- II. APPROVAL OF AGENDA
- III. GENERAL ANNOUNCEMENTS
- IV. CITIZENS COMMENTS AND QUESTIONS - - If you wish to address the Board on a matter not covered by the printed AGENDA, please raise your hand and the President will recognize you.
- V. CONSENT AGENDA
 - A. Approval of Minutes of Regular Meeting Monday February 8, 2021
 - B. Approval of Claims List 21-1.
 - C. Other Business
 - 1. Communications
 - 2. For Your Information
 - 3. Newspaper Articles
- VI. REPORTS OF PARK DISTRICT DIRECTOR AND DEPARTMENT HEADS
 - A. Director's Report
 - B. Superintendents' Report
- VII. UNFINISHED BUSINESS
 - A. Discussion/Approval Strategic Plan
 - B. Discussion/Life Center Virtual Tour
- VIII. NEW BUSINESS
 - A. Discussion/Approval 2021 Midwest Pools Contract

- IX. REPORT OF PARK DISTRICT CITIZEN ADVISORY COMMITTEES
- A. Administration & Finance Advisory Committee - - Steve Schauwecker, Chair; Carmen Suarez, Commissioner.
 - B. Child Care Advisory Committee - -Jessica Sergeev, Commissioner.
 - C. Golf Advisory Committee - - Chuck Vaught, Chair; Jane Adams, Commissioner.
 - D. Grounds, Facilities & Recreation Advisory Committee - - Kirsten Trimble, Commissioner.
- X. OTHER BUSINESS
- A. None.
- XI. BOARD COMMENTS
- XII. EXECUTIVE SESSION
- XIII. CONSIDERATION TO RECONVENE TO PUBLIC SESSION OF MEETING
- XIV. ADJOURNMENT

The next regularly scheduled meeting of the Board of Park Commissioner will be held:

Monday, April 12, 2021
Carbondale Park District's
Regularly Scheduled Board Meeting
VIA ZOOM ONLINE MEETING
<https://zoom.us/j/9031181650>
TELEPHONE ACCESS-312-626-6799
MEETING ID- 903 118 1650
PASSWORD-1650
5:30 P.M.

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM I - - ROLL CALL

Commissioners Present:

Staff Present:

Adams _____

Burns _____

Trimble _____

Anderson _____

Flowers _____

Melzer _____

Sergeev _____

Renfro _____

Suarez _____

Montgomery _____

Twomey _____

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____

Flowers _____

Trimble _____

Sergeev _____

Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM II—APPROVAL OF AGENDA

BOARD ACTION:

Motion By:_____ 2nd By:_____

ROLL CALL:

Adams_____ Flowers_____ Trimble_____

Sergeev_____ Suarez_____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM III - - GENERAL ANNOUNCEMENTS

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM IV - - CITIZENS COMMENTS AND QUESTIONS

If you wish to address the Board on a matter not covered by the printed AGENDA, please raise your hand and the President will recognize you

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM V - - CONSENT AGENDA

- A. Approval of Minutes of February 8, 2021 Meeting.
- B. Approval of Claims List 21-1 January 2021 totaling \$82,470.95
- C. Other Business
 - 1. Communications
 - 2. For Your Information
 - 3. Newspaper Articles

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

MINUTES

Carbondale Park District

MINUTES OF THE REGULAR MEETING OF THE BOARD OF PARK COMMISSIONERS OF THE CARBONDALE PARK DISTRICT HELD MONDAY, FEBRUARY 8, 2021 AT 5:30 PM VIA ZOOM ONLINE MEETING.

ROLL CALL: Upon Roll Call, the following Commissioners were present: Adams, Trimble, Flowers, Suarez, and Sergeev. Commissioners Absent: None. Staff present; Renfro, Montgomery, Anderson, Ashley, Burns, Melzer, and Legal Counsel, Mike Twomey. Staff Absent: None. Guests Present: Some guests were present.

APPROVAL OF AGENDA: It was moved by Commissioner Sergeev and seconded by Commissioner Suarez to approve the agenda as presented. Upon roll call vote the following Commissioners voted aye: Adams, Trimble, Flowers, Suarez, and Sergeev. Commissioners Absent: None. President Flowers ordered the motion passed.

ACTION TAKEN: The agenda was approved as presented.

GENERAL ANNOUNCEMENTS: None.

CITIZENS COMMENTS AND QUESTIONS: None.

CONSENT AGENDA: It was moved by Commissioner Suarez and seconded by Commissioner Adams to approve the consent agenda as presented. Upon roll call vote the following Commissioner's voted aye: Adams, Trimble, Flowers, Suarez, and Sergeev. Commissioner's Absent: None. President Flowers ordered the motion passed.

ACTION TAKEN: Consent agenda was approved as presented.

REPORTS OF PARK DISTRICT DIRECTOR AND DEPARTMENTAL REPORTS:

Director's Report: Director Renfro reports that the Audit for budget year 2020 is scheduled for February 8, 2020. Election petitions were filed in the board secretary's office by 2 incumbent candidates Carl Flowers and Carmen Suarez. There are 2 Park District Board of Commissioners seats open for the April 6, 2021 election. The 2021 Budget and tax levy was filed at the Jackson County Court house. A letter was also submitted requesting reimbursement to cover loss in collections. Administrative staff attended a variety of meetings in December:

JCHCC, Town Halls, Carbondale City Council, HOGS, Carbondale United and a variety of citizen advisory meetings.

A professional development day was held on December 30 at Kids Korner, the focus was Learning Tree.

District staff completed sexual harassment training in December.

First draft of the policy manual has been distributed.

Superintendents' Reports:

SUPERINTENDENT OF RECREATION: Interim Superintendent Ashley shares with the Board that Intermediate level Karate resumed at LIFE Community Center on January 25. We also had a small party room rental that day. Interns from the Recreation and Kinesiology programs at SIUC began January 18. They have been helping with program registration, program promotion, and are currently helping to develop spring programming. That mini program guide will be finished by the end of this week (2/12). LIFE Center is once again open to the public. Our hours of operation are 12:00-7:00 p.m. Monday through Friday. We are continuing to explore alternate pool space for aquatic programming between now and when the SSP opens. All SSP pass holders from the 2020 season have been contacted about their 2021 pass. The majority have chosen to just roll their membership into this year instead of requesting a refund. Recreation staff and Learning Tree staff are planning for in-person programming when the weather allows. Virtual programming is continuing in the meantime. This past month we had some great books and activities surrounding birds and snow. February will focus on "Love." We have a virtual heart-shaped waffle maker activity that will be led by Ms. Annie. The whole activity, including waffle maker, will cost \$20 for resident and \$25 for those outside of the district. Register by calling 618-549-4222 or by stopping by the LIFE Community Center between 12:00 and 7:00 Monday through Friday.

Search is currently underway for a Superintendent of Recreation.

SUPERINTENDENT OF CHILDCARE: Superintendent Burns reports:

School Year Enrollment/ Full Remote Learning: 14

January 1st-Kids Korner Closed. (HAPPY NEW YEAR!)

January 18th-Martin Luther King Jr. Day/ Full Day at Kids Korner with no remote learning.

January 25th-Tax Letters were sent to families who attended Alice Wright and Kids Korner in 2020.

SUPERINTENDENT OF PARK MAINTENANCE: Superintendent Montgomery shares that routine maintenance continues at all parks/ facilities as well as trash pickup. Sump pumps were checked regularly at the Super Splash Park, staff installed 3 new faucets over at Kids Korner, floors were stripped and waxed, and the buildings westside door was

painted. Lights were also replaced in the front lobby. At Attucks brush has been removed from the front of the park.

SUPERINTENDENT OF GOLF MAINTENANCE/OPERATIONS: Superintendent Anderson reports:

- Bunker Project on #1 green.
 - Cape Country Club
 - Weibring Golf Course
- Pond Overflow
 - Contractors
- Mechanic absence.
- Clubhouse
 - Cleaning/painting/lights
 - Kids Golf Foundation
 - Youth on Course
 - **Jan Rounds '21-482** **Jan Rounds '20-256**
 - **Jan Revenue '21-11,138.52** **Jan Revenue '20-10,671.20**
 - Awarded Huber Foundation Grant for an additional \$8000 in revenue

which increased total revenue for January '21 to \$19,138.52

UNFINISHED BUSINESS:

DISCUSSION/APPROVAL KOPPERS MEMORIAL MAINTENANCE AGREEMENT:

Board and Staff are joined by representatives of the project Beau Henson and Marilyn Tipton to present agreement, answer questions, and address concerns. Staff recommends maintenance agreement be revisited once design plans are approved. Commissioners' review maintenance agreement and memorial specs. After all questions were asked and answered, Commissioners' table this item in order for District Council to draw up a revised maintenance agreement to be brought back for approval at a future Board meeting.

ACTION TAKEN: District Council to provide revisions to maintenance agreement, once complete, item will be brought back for approval at a future Board meeting.

NEW BUSINESS:

DISCUSSION/APPROVAL POLICY MANUAL: Commissioners' discuss their revisions/additions/deletions, direct staff to make discussed changes and bring item back for approval at the next Board meeting.

ACTION TAKEN: Item tabled, make revisions and bring back for approval at the next Board meeting.

DISCUSSION/APPROVAL BID RESULTS 2021 TAX ANTICIPATION WARRANTS:

Staff recommends bid from Legence Bank at 1.92%. After much discussion it was moved by Commissioner Adams and seconded by Commissioner Trimble to Award the 2021 TAW bid to Legence Bank of Carbondale at an interest rate of 1.92%. Upon roll call vote the following Commissioners voted aye: Adams, Trimble, Flowers, Suarez, and Sergeev. Commissioners absent: None. President Flowers ordered the motion passed.

ACTION TAKEN: 2021 Tax Anticipation Warrant bid approved, awarded to Legence Bank of Carbondale at an interest rate of 1.92%.

REPORTS OF PARK DISTRICT CITIZEN ADVISORY COMMITTEES:

Administration and Finance Advisory Committee - - Director Renfro reports the Committee will meet next week discussing year end numbers, audit, and tax payment report.

Child Care Advisory Committee - - Vice-President Sergeev reports that she was not in attendance at the last Childcare meeting and has no news to report at this time.

Golf Advisory Committee- - Commissioner Adams reports that Superintendent Anderson covered most of her talking points in his report but added discussions on fee structure, creation of fund for volunteer use this spring, and logo redesign.

Grounds, Facilities & Recreation Advisory Committee - - Commissioner Trimble shares that the committee is still actively seeking new participation, Interim Superintendent Ashley to remain on part-time staff.

ITEMS FOR FUTURE AGENDAS:

- 1. Strategic Planning**
- 2. Merger Discussion**
- 3. Policy Manual**

OTHER BUSINESS: None.

BOARD COMMENTS: Commissioner Suarez would like staff to email blast the community survey on NextDoor and WTF Carbondale to optimize responses.

ADJOURNMENT: There being no further business, It was moved by Commissioner Adams and seconded by Commissioner Suarez to adjourn the meeting. Upon roll call, the following Commissioners voted aye: Adams, Suarez, Sergeev, and Flowers. Commissioners Absent: Commissioner Trimble lost internet connection during adjournment vote. President Flowers ordered the motion passed. The meeting adjourned at 7:00 P.M.

**CARBONDALE PARK DISTRICT
CLAIMS LIST 21-1
JANUARY '21**

ADMINISTRATION

AMEREN	Electric Utilities	ADMINISTRATION	296.10
AMEREN	Gas Utilities	ADMINISTRATION	312.26
B & J Computers Inc	Contractor Fees	ADMINISTRATION	72.74
B & J Computers Inc	Maintenance Contracts	ADMINISTRATION	37.50
Barrett Twomey Broom Hughes & Hoke LLP	Legal and Accounting Fees	ADMINISTRATION	1,289.00
Carbondale Save A Lot	Food/Provisions	ADMINISTRATION	4.76
Card Service Center	Dues and Subscriptions	ADMINISTRATION	22.30
Card Service Center	Meeting Expense	ADMINISTRATION	84.00
Card Service Center	Office Supplies	ADMINISTRATION	293.83
Clearwave	Fax/Modem	ADMINISTRATION	299.00
Clearwave	Telephone Expense	ADMINISTRATION	44.14
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	ADMINISTRATION	165.32
Egyptian Electric Cooperative Association	Electric Utilities	ADMINISTRATION	61.43
Mayer Networks	Contractor Fees	ADMINISTRATION	9.00
PLP Battery Supply	Equipment Parts/Repairs	ADMINISTRATION	22.22
Powernet	Telephone Expense	ADMINISTRATION	25.34
Spires Wholesale	Food/Provisions	ADMINISTRATION	16.67
Staples Credit Plan	Bank Charges	ADMINISTRATION	46.96
STILES OFFICE SOLUTIONS, INC	Contractor Fees	ADMINISTRATION	83.16
Terminix International	Maintenance Contracts	ADMINISTRATION	69.00
Verizon Wireless	Telephone Expense	ADMINISTRATION	54.01
Wages & Benefits	January	ADMINISTRATION	12,557.33
Walmart Community	Food/Provisions	ADMINISTRATION	84.86
			\$ 15,950.93

ATHLETIC FIELD MAINTENANCE

AMEREN	Electric Utilities	ATHLETIC FIELD MAINTENANCE	342.26
AMEREN	Gas Utilities	ATHLETIC FIELD MAINTENANCE	475.96
Carbondale Water & Sewer	Water Utilities	ATHLETIC FIELD MAINTENANCE	48.63
Card Service Center	Building Repairs/Maintenance	ATHLETIC FIELD MAINTENANCE	45.82
Card Service Center	Vehicle Parts/Repairs	ATHLETIC FIELD MAINTENANCE	308.95
Egyptian Electric Cooperative Association	Electric Utilities	ATHLETIC FIELD MAINTENANCE	190.46
South Highway Water District	Water Utilities	ATHLETIC FIELD MAINTENANCE	67.83
Titan Industrial Chemicals	Janitorial Supplies	ATHLETIC FIELD MAINTENANCE	179.95
Wages & Benefits	January	ATHLETIC FIELD MAINTENANCE	8,894.98
			\$ 10,554.84

COMMUNITY SERVICE

Wages & Benefits	January	COMMUNITY SERVICE	653.79
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**CARBONDALE PARK DISTRICT
CLAIMS LIST 21-1
JANUARY '21**

GOLF MAINTENANCE

AMEREN	Gas Utilities	GOLF MAINTENANCE	107.25
Card Service Center	Postage/Freight	GOLF MAINTENANCE	19.47
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	GOLF MAINTENANCE	72.30
Egyptian Electric Cooperative Association	Electric Utilities	GOLF MAINTENANCE	1,131.62
Frontier	Fax/Modem	GOLF MAINTENANCE	149.75
Frontier	Telephone Expense	GOLF MAINTENANCE	37.92
PLP Battery Supply	Vehicle Parts/Repairs	GOLF MAINTENANCE	126.00
Republic Services #733	Maintenance Contracts	GOLF MAINTENANCE	139.89
Staples Credit Plan	Office Supplies	GOLF MAINTENANCE	5.99
Wages & Benefits	January	GOLF MAINTENANCE	13,875.04
			\$ 15,665.23

GOLF OPERATIONS

AMEREN	Gas Utilities	GOLF OPERATIONS	99.83
Building Services Supply Inc.	Building Repairs/Maintenance	GOLF OPERATIONS	128.88
Clearwave	Fax/Modem	GOLF OPERATIONS	299.00
Clearwave	Telephone Expense	GOLF OPERATIONS	75.52
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	GOLF OPERATIONS	55.67
CountyTele	Maintenance Contracts	GOLF OPERATIONS	45.00
Egyptian Electric Cooperative Association	Electric Utilities	GOLF OPERATIONS	589.96
Illinois Department of Revenue	Sales Tax Expense	GOLF OPERATIONS	76.00
Powernet	Telephone Expense	GOLF OPERATIONS	20.13
Republic Services #734	Maintenance Contracts	GOLF OPERATIONS	137.11
Staples Credit Plan	Office Supplies	GOLF OPERATIONS	39.98
Verizon Wireless	Telephone Expense	GOLF OPERATIONS	1.78
Wages & Benefits	January	GOLF OPERATIONS	5,281.95
Walmart Community	Office Supplies	GOLF OPERATIONS	32.17
			\$ 6,882.98

KIDS KORNER

AMEREN	Electric Utilities	KIDS KORNER	246.96
Card Service Center	Dues and Subscriptions	KIDS KORNER	32.00
Card Service Center	Food/Provisions	KIDS KORNER	97.65
Card Service Center	Program Supplies	KIDS KORNER	15.15
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	KIDS KORNER	139.18
Frontier	Fax/Modem	KIDS KORNER	40.98
Frontier	Telephone Expense	KIDS KORNER	41.48
Powernet	Telephone Expense	KIDS KORNER	19.13
Terminix International	Maintenance Contracts	KIDS KORNER	66.00
Tuition Express Fees	Bank Charges	KIDS KORNER	31.50
Verizon Wireless	Telephone Expense	KIDS KORNER	76.02
Wages & Benefits	January	KIDS KORNER	8,411.81
Walmart Community	Food/Provisions	KIDS KORNER	672.23

**CARBONDALE PARK DISTRICT
CLAIMS LIST 21-1
JANUARY '21**

KIDS KORNER CONTINUED

Walmart Community	Janitorial Supplies	KIDS KORNER	38.53
Walmart Community	Office Supplies	KIDS KORNER	59.74
Walmart Community	Program Supplies	KIDS KORNER	90.74
			\$ 10,079.10

LEARNING TREE

Clearwave	Fax/Modem	LEARNING TREE	149.50
Clearwave	Telephone Expense	LEARNING TREE	37.76
Wages & Benefits	January	LEARNING TREE	4,605.73
			\$ 4,792.99

OUTDOOR AQUATIC CENTER

Carbondale Water & Sewer	Water Utilities	OUTDOOR AQUATIC CENTER	30.41
Verizon Wireless	Telephone Expense	OUTDOOR AQUATIC CENTER	39.72
			\$ 70.13

PARK MAINTENANCE

Clearwave	Fax/Modem	PARK MAINTENANCE	299.00
Clearwave	Telephone Expense	PARK MAINTENANCE	12.76
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	PARK MAINTENANCE	196.89
CountyTele	Maintenance Contracts	PARK MAINTENANCE	40.44
Egyptian Electric Cooperative Association	Electric Utilities	PARK MAINTENANCE	387.88
Powernet	Telephone Expense	PARK MAINTENANCE	25.26
Republic Services #732	Maintenance Contracts	PARK MAINTENANCE	191.46
Titan Industrial Chemicals	Chemicals	PARK MAINTENANCE	341.40
Wages & Benefits	January	PARK MAINTENANCE	9,298.34
			\$ 10,793.43

RECREATION

AMEREN	Electric Utilities	RECREATION	400.53
AMEREN	Gas Utilities	RECREATION	727.76
Card Service Center	Dues and Subscriptions	RECREATION	15.93
Clearwave	Fax/Modem	RECREATION	149.50
Clearwave	Telephone Expense	RECREATION	37.76
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	RECREATION	617.14
CountyTele	Maintenance Contracts	RECREATION	60.00
Ed Burris Disposal Service LLC	Maintenance Contracts	RECREATION	77.00
DAVID GILBERT	Aquatic Fees	RECREATION	47.21
Terminix International	Maintenance Contracts	RECREATION	89.00
Wages & Benefits	January	RECREATION	4,805.70
			\$ 7,027.53

**CLAIMS LIST 21-1
SUMMARY**

ADMINISTRATION	\$ 15,950.93
ATHLETIC FIELD MAINTENANCE	\$ 10,554.84

**CARBONDALE PARK DISTRICT
CLAIMS LIST 21-1
JANUARY '21**

COMMUNITY SERVICE	\$ 653.79
GOLF MAINTENANCE	\$ 15,665.23
GOLF OPERATIONS	\$ 6,882.98
KIDS KORNER	\$ 10,079.10
LEARNING TREE	\$ 4,792.99
OUTDOOR AQUATIC CENTER	\$ 70.13
PARK MAINTENANCE	\$ 10,793.43
RECREATION	\$ 7,027.53
TOTAL EXPENSES JAN '21	\$ 82,470.95

Carbondale Times
Friday, Feb 12th

EMPLOYMENT



Carbondale Park District is seeking qualified candidates for the full-time position of Superintendent of Recreation.

See full job description and print an application at www.cpkd.org or visit the LIFE Community Center to pick up a paper copy. (Located at 2500 West Sunset Drive, Carbondale, Illinois.)

Please call ahead to schedule an appointment at 618-549-4222. To apply, send resume, completed job application, and two letters of reference to P.O. Box 1326 Carbondale, IL 62903-1326. Application deadline is February 15, 2021.

Carbondale Park District is an equal opportunity employer.

Carbondale Times
Friday Feb 26th



Carbondale Park District is now seeking qualified applicants for the following three positions:
Park Caretaker II, Park Technician, Special Events Coordinator at Hickory Ridge Golf Course.

Must be available for work no later than March 29, 2021 and able to work in all weather conditions. Salary is commensurate with experience. See full job description and print an application at www.cpkd.org or visit the LIFE Community Center to pick up a paper copy. (Located at 2500 West Sunset Drive, Carbondale, Illinois. Mon-Fri 12-7pm 618-549-4222.) To apply, send resume, completed job application, and two letters of reference to P.O. Box 1326 Carbondale, IL 62903-1326. Application deadline is March 15, 2021.

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Carbondale Park District is an equal opportunity employer.

Carbondale Times
Friday Feb 19th

Contamination cleanup

EPA says remedial work at Koppers The Plant site is finished

MARILYN HALSTEAD

The Southern

CARBONDALE — U.S. Environmental Protection Agency has announced the completion of another cleanup at the former Koppers Wood-Treating facility at 1555 N. Marion St. in

Carbondale, according to a press release dated Feb. 24. The agency required the current owner, Beazer East Inc., to address dioxin/furan-contaminated soil on 10 acres of the site.

Work began at the site on Oct. 14. Crews cleared trees and brush to expand existing soil covers and excavated more than 34,000 tons of contaminated soil. The remedial work was delayed due to an Army Corps of Engineers permit requirement that no land-clear-

ing work be done between April and October to protect bat species.

The company also seeded native plants in accessible areas and will resume seeding remaining areas in the spring. Erosion controls will be maintained at site boundaries and around the ditches and creek until the seeding is done and vegetation is established.

In 2010, Beazer East completed a six-year cleanup at the

site under EPA's supervision. The discovery of remaining contamination made additional cleanup necessary. Both cleanups were ordered under the authority of the federal Resource Conservation and Recovery Act.

The former Koppers wood treating facility operated from 1902 until 1991 with a mostly African American workforce. The plant treated railroad cross-

Please see **CLEANUP**, Page A6

Cleanup

From A1

ties, utility poles and other wood products with chemical preservatives, including creosote. The chemicals were released into the environment and contaminated portions of the site and nearby waterways. Some of the chemicals are known or suspected carcinogens.

The EPA determined that dioxin and furan compounds, byproducts of pentachlorophenol manufacturing, on the Koppers site, visit by the site were not fully evaluated in the 1990s. Pentachlorophenol was used as a wood preservative during one period of plant operations.

Sampling and analysis of these chemicals was completed on the Koppers site and in the adjacent residential area through 2016. Based on the ecological risk assessment, the additional 15.8 acres of soil on the former plant property were identified as needing cleanup to protect the environment.

The Southern
Wednesday March 3rd

marilynhalstead@

thesouthtribune.com

018-351-5078

The Southern
Wednesday March 3rd

CARBONDALE



Remediation work on the contaminated site of the former Koppers wood treatment plant north of Carbondale has been completed.

BYRON HEITZLER, THE SOUTHERN

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VI- - REPORTS OF PARK DISTRICT DIRECTOR AND DEPARTMENT HEADS

- A. Director's Report
- B. Superintendents' Report

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

Golf Course Superintendents Report

- Bunker Project on #1 green
- Course spraying.
- Course opening February 24th
- Sand Pro/Senior league
- Clubhouse work
- KGF

	January 2020	January 2021	February 2020	February 2021
Rounds	263	482	282	244
Revenue	\$10,258.62	\$11,015.93	\$21,084.61	\$23,232.88

Kids Korner
School Year Enrollment/ Full Remote Learning: 12

February 2021

February-Staff were able to get their first dose of the COVID 19 vaccines as they were under the 1b category.

February-Kids Korner is currently taking names and placing students on our list for the summer program. We are looking forward to providing full day summer care, Monday through Friday, for ages 5yrs-12yrs old. The children will have an hour dedicated to "Learning zone" each day where they can advance on educational skills and avoid the summer gap. But do not worry, there will be plenty of time for fun as there will be a field trip, clubs, and swimming at the Splash Park each week.

February 11th, 16th & 17th-Kids Korner was closed due to inclement weather.

February 15th-Kids Korner was closed for President's Day.

February 23rd-Staff attended a meet with the SIU Aviation Department to collaborate on future summer programming. This program is not fully developed; however, it has been created to inspire students to further their interest in aviation at an earlier age. We are looking forward to working with SIU on this project and potentially offering virtual programs with them this summer for our summer program.

February 26th-Guardians at Kids Korner were told of our plans to return to in-person learning. Kids Korner will operate with District 95 and provide half day care on Monday, Tuesday, Thursday, and Friday. And will provide full day care for remote learning on Wednesday's.

Kids Korner lease: Kathy Renfro and Katy Burns have explored alternate spaces for Kids Korner. Here is a list of the places that we have discovered:

- | | |
|---|---|
| 1. District 95 | Nothing available at this time, they will keep us posted. |
| 2. Office of Economic Development | 205 N. Illinois Ave./ Needs major rehabilitation. |
| 3. Brehm Option | No response yet. |
| 4. Erma C. Hayes | Will meet with Mr. Wills soon to discuss rates. |
| 5. LIFE Community Center | |
| 6. Desmond Center | Will meet with Mr. Lee to give a walk through soon. |
| 7. Carbondale Park District (Red House) | |

Superintendent Report

Board Meeting

Park Operations

February 2021

Super Splash Park The sump pumps were regularly checked for proper operation.

Kids Korner

LCC Ceiling tiles were replaced in the basement in the meeting room, exercise room, the party room, and hallways. The door on the east side of the building was replaced.

Shop Mike has serviced the ballfield rakes and, he repaired a greens mower for the HRGC.

Superblock A water line was busted in the concession stand. The crew repaired the leak.

Trash has been routinely picked up at the parks.

Snow was removed from the parking lots and sidewalks of the parks and of Hickory Lodge, Kids Korner, and the Life Center,

**CARBONDALE PARK DISTRICT
2020 PARK EXPENSES**

PARK NAME	Personel	Electric	Water	Fuel	Chemical	Trash Bags	Total
Attucks	\$ 25,236.84	\$ 3,410.26	\$ 329.36	\$ 1,200.00	\$ 140.00	\$ 100.00	\$30,416.46
Evergreen	\$ 33,226.50	\$ 6,547.44	\$ 413.03	\$ 1,600.00	\$ 200.00	\$ 90.00	\$42,076.97
Hickory Lodge	\$ 4,862.00	\$ -	\$ -	\$ 50.00	\$ 20.00	\$ 10.00	\$ 4,942.00
Mayberry Arboretum	\$ 1,776.50	\$ 276.02	\$ 267.00	\$ 160.00	\$ -	\$ 15.00	\$ 2,494.52
Oakdale	\$ 2,524.50	\$ 362.35	\$ 105.80	\$ 180.00	\$ -	\$ 35.00	\$ 3,207.65
Parrish	\$ 3,459.50	\$ -	\$ -	\$ 250.00	\$ 30.00	\$ 20.00	\$ 3,759.50
Superblock	\$ 9,137.50	\$ 1,625.20	\$ 115.80	\$ 1,000.00	\$ 200.00	\$ 25.00	\$ 12,103.50
Tatum Heights	\$ 4,989.50	\$ 483.24	\$ 115.40	\$ 644.00	\$ 50.00	\$ 20.00	\$ 6,302.14
Turley	\$ 7,769.00	\$ 2,063.76	\$ 98.78	\$ 720.00	\$ 50.00	\$ 75.00	\$ 10,776.54
						TOTAL-	\$116,079.28

* ALL OUTDOOR RESTROOMS & WATER FOUNTAINS CLOSED DUE TO COVID-19 REGULATIONS

* NO ADMINISTRATIVE COSTS ARE INCLUDED IN THE ABOVE EXPENSES

February 2021 Superintendent of Recreation Report

The LIFE Center continues to operate from 12:00-7:00 Monday through Friday. We are continuing to sell Super Splash Park Summer 2021 memberships, take program registrations, accept reservations for parks and facilities and also answer any questions that individuals may have concerning Spring and Summer 2021 programming.

Staff met with representatives from the group formerly known as Carbondale Soccer Incorporated. Per their suggestion, we will be running 3 consecutive weekends of soccer programming for ages 4-14. The fee is \$25 and the weekends are April 10, 17, and 24 from 1:00-3:00 pm. Participants will be split up by age.

Staff has also partnered the Carbondale SIMSS (Southern Illinois Middle School Soccer) program for the Spring 2021 season. This program will be run through the park district for a fee of \$40 per player. There are 21 participants.

The Intermediate Karate program is taking place at the LIFE Center.

One of our interns, Kennedy Rawlings hosted two well-attended Zoom Yoga session.

Staff attended online Zoom meeting concerning SIU Aviation FAA grant partnerships. Funding has not been received, but they are looking for letters of support from community partners for these grants.

Staff continued to work on promotional material for Spring Programming.

Programs right around the corner are:

Family Bonfire on March 13 from 6-9pm at Pine Tree Shelter. This is a free event. Social distancing and mask guidelines will be in effect. Pre-packaged concessions will be for sale.

Youth T-Ball Skills Clinic from March 15-April 2. This program meets Monday, Wednesday, and Friday from 5:00-5:45 at the Superblock. The fee is \$36 for residents and \$45 for non-residents. Masks are required.

Arts and ABC's, facilitated by Annie Webster, will also begin March 15, and it will run until April 9. This program will be held on Mondays, Wednesdays, and Fridays from 9:00-10:30am at the LIFE Community Center. The fee is \$68. Masks are required.

Super Splash Park Passes are 20% off the entire month of March. All 2020 passholders have been contacted and offered extensions or refunds. Most chose the extension.

Aquatics Summary

- Aquatics has begun planning Summer Splash Park schedule and prepared aquatic program list for summer 2021.
- Aquatics staff have explored external options for Lifeguard certification courses to be ran pre-season 2021.
- Preparation of Super Splash Park guard room and office has begun. Plans include using the splash park offices as main training spaces and headquarters for Summer 2021 aquatics programming.
- Aquatic staff took full inventory of rescue and training equipment with recommendations of necessary equipment purchases for summer 2021.
- Aquatic staff is continuing to reorganize and relocate LIFE Center aquatics equipment to Super Splash Park for summer 2021 has been in steady progress.
- Aquatic staff contacted Cyclones Swim Coaches to begin planning possibilities for summer swim league.

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VII - - UNFINISHED BUSINESS

A. Discussion/Approval Strategic Plan

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VII - - UNFINISHED BUSINESS

B. Discussion/Approval Life Center Virtual Tour

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VIII - - NEW BUSINESS

A. Discussion/Approval 2021 Midwest Pools Contract

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

Carbondale Park District Aquatic Center Management Agreement

THIS CONTRACT is made as of the ____ day of _____, by and between Carbondale Park District, located in Illinois, hereinafter called Park District and MIDWEST POOL MANAGEMENT OF AMERICA, LTD, a for-profit company, hereinafter called "*Midwest Pool Management.*"

WHEREAS, Carbondale Park District owns Super Splash Park located at 625 S Lewis Lane; and

WHEREAS, Park District desires to retain the Midwest Pool Management to manage the operations of their aquatic facility; and

WHEREAS, the Midwest Pool Management possesses the expertise and experience necessary to provide pool management services to the Park District.

NOW, THEREFORE, for and in consideration of mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of Midwest Pool Management.

Midwest Pool Management hereby represents and warrants as follows:

- a) Under this agreement, the Midwest Pool Management will manage the operations of Super Splash Park as per the scope of duties outlined in Section 2.
- b) The Midwest Pool Management will coordinate its activities with Park District designated representative in an effort to reduce duplication of services.
- c) The Midwest Pool Management is a for-profit company, the principal purpose of which is the operations and management of aquatic facilities in the Midwest.
- d) Midwest Pool Management warrants and represents that its services provided under this Contract will at all times be performed and delivered in a competent, skillful and workmanlike manner and will in all respects be fit for their intended purposes.
- e) Midwest Pool Management warrants and represents that it is duly qualified to do business in Illinois and that it possesses all necessary statutory authority to transact business in the state.

Section 2. Services to be provided by Midwest Pool Management.

The Midwest Pool Management shall provide the following managerial and operational services:

2.1. Operations and Maintenance of Pools.

- A. Midwest Pool Management shall provide for the operation of Super Splash Park from May 29 – September 6, 2021:

May 29 – August 15, 2021	11 am – 7:00 p.m. daily
Aug. 16 – Sept. 6, 2021	Weekdays while school is in session: Closed
Aug. 16 – Sept. 6, 2021	Weekends, including Labor Day: 11 a.m. – 7 p.m.

2.2 Spring Opening:

Access to Super Splash Park for this preparation work is to be coordinated with Park District designated representative. Midwest Pool Management will be responsible for the following duties for spring opening:

1. Setup and prepare for usage all movable equipment, including tables, chairs, lounges, lifeguard chairs, diving boards, etc.
2. Drain and clean pools.
3. Clean pool area within the pool enclosure.
4. Furnish, store, and inject necessary chemicals for operation of the pools.

The Park District will be responsible for the following duties for spring opening:

1. Clean, inspect and prepare vacuuming equipment.
2. Inspect and prepare all hoses.
3. Check and clean all gutters and drains, including gutter covers.
4. Assemble bathhouse and turn fresh water on. **The opening of landscape irrigation systems, if any, are not part of this contract.**
5. Fill pools.
6. Install ladders, check diving boards, place lifeguard chairs, place and clean furniture.
7. Check and test equipment, i.e. chemical feeders, etc.
8. Check all pumps and motors to the attractions.
9. Circulate water through filtration system.
10. Backwash filters and inspect for any defects.
11. Have pools ready for operation at least five (5) days before opening day.

2.3 Operation of Super Splash Park

Midwest Pool Management will use reasonable care and diligence to provide the following services for the operation of Super Splash Park:

1. Enforce all rules and regulations stipulated by the Park District and suggest and advise with regard to additional rules and regulations for the operation of the pool.
2. Maintain any records as reasonably required by the Park District.
3. Furnish and supply necessary consumable first aid supplies adequate to the size and operation of Super Splash Park. The First Aid Kit will carry supplies for a minimum of 50

persons and shall include: adhesive bandages, sterile pads, gauze pads, eye pads, tape, dressings, elastic bandage, antiseptic, ammonia inhalants, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, large bandage patch. First aid kit will include a pocket mask with a one-way valve, and a bodily fluid exposure kit. Midwest Pool Management shall provide first responder first aid kits, including rubber gloves and pocket mask with one way valve, for all on-duty personnel. This proposal does not include non-consumable equipment, such as backboard, oxygen tank, AED or rescue tubes.

4. Vacuum pools. Each pool will be vacuumed entirely a minimum of one time a week and spot vacuumed on a daily basis to maintain a clean appearance and be free of all debris. Pools will be vacuumed before the public enters the pool.
5. Work with the Park District in handling complaints users may have, reporting all complaints to the Park District's designated representative.
6. Conduct in-service training as per guidelines of StarGuard Elite, Red Cross Aquatics or equivalent.
7. Midwest Pool Management will retain a record of all problems brought to their attention. The Park District will review this log at weekly intervals. A daily log of communication will be kept in the manager's office for the managers and designated Park District personnel to review on a daily basis.
8. Power wash or hose decks daily.
9. Maintain, and operate the filter equipment in accordance with manufacturers' requirements.
10. Perform safety checklist daily.
11. Clean Super Splash Park, including: guard and manager office areas, bathhouse, all areas within the fencing, and restrooms. Cleaning to be completed outside of operational hours.
12. Maintain water chemistry tests and records as required by State and local Health Department and meet all requirements for such.
13. Maintain and backwash filter system per manufacturer's recommendations.
14. Clean the hair and lint strainers on all pumps and associated filtering devices to avoid a reduction in flow daily.

2.4 Fall Closing / Winterizing

At the end of the swimming season, as herein specified or as extended by mutual agreement between the parties, Park District will winterize and close Super Splash Park pools. Midwest Pool Management will assist with close down by performing the following duties:

1. Remove, clean, and store deck furniture, portable guard stands and umbrellas.
2. Clean bathhouse areas, restrooms, lifeguard room, guard dressing rooms, manager's office, breezeway entry, deck area, storage areas, etc.

2.5 Operational Supplies

Midwest Pool Management shall furnish necessary pool chemicals, and consumable first-aid supplies as specified, for the pool operation during the season. The Park

District shall provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaners, light bulbs, etc.) for the facility.

2.6 Maintenance and Replacement of Park District Owned Equipment.

Repairs and replacement of equipment needed during the season to continue the operation of the pool and to maintain the health and safety standards shall be the responsibility of the Park District. At Park District's request, Manager shall advise and receive approval from the Park District to make repairs should the need arise. Repairs are by separate agreement and the cost of which will be invoiced to Park District. The Park District agrees to pay Manager, within thirty (30) days after receiving invoices from Manager for all repairs, parts, materials, and labor authorized by Park District.

Park District is responsible for providing the maintenance and safety equipment. This list is not all inclusive, but includes the following: Telescopic pole, vacuum head, pool brush, vacuum hose, shepherd's crook, throw line, leaf rake, skimmer net, deep end rope and buoys, leaf master, ring buoy, and rescue tubes. In the event of changes to federal, local or state guidelines requiring additional materials, supplies or staffing (signage, cleaning materials, etc.) in response to pandemic or any other reason, Park District will be responsible for additional costs for operation. Manager will present pricing for Park District approval.

3.2. Personnel.

Schedule:

May 29 – August 15, 2021
Aug. 16 – Sept. 6, 2021
Aug. 16 – Sept. 6, 2021

11:00 a.m. – 7:00 p.m. daily
Weekdays while school is in session: Closed
Weekends, including Labor Day: 11 a.m. – 7 p.m.

Staffing levels:

Manager or Asst. Mgr:	9:30 am – 7:30 pm
Head guard:	4.5 hours of the day
11 Lifeguards:	10:45 a.m. – 7:15 p.m.
1 Front desk staff:	10:30 a.m. – 7:15 p.m.
2 nd Front desk staff:	10:45 a.m. – 2:15 p.m. or 3.5 hours per day
1 Concession staff:	10:30 a.m. – 7:15 p.m.
2 nd Concession staff:	11:00 a.m. – 3:00 p.m. or 4 hours per day

The Park District reserves the right to amend the hours of open swim operation as outlined in the paragraph above. At the Park District's request Midwest Pool Management shall provide personnel for lifeguard services for amended open swim hours or other special programs and events as well as private rentals scheduled outside of public swim sessions not listed in the paragraph above. The Park District will be invoiced for this time at the hourly rates outlined on Exhibit B.

Midwest Pool Management shall have the authority to temporarily close Super Splash Park during inclement weather (heavy rain, high wind or lightning) and shall be prepared to reopen it when the weather permits. If Super Splash Park is to be closed for the day,

there will be a mutual agreement by and between Midwest Pool Management and the Park District to close to the public. Midwest Pool Management shall have necessary personnel available seven (7) days per week, twenty-four (24) hours per day to attend to any problems that may arise.

Midwest Pool Management shall furnish personnel for the operation of Super Splash Park. All lifeguards will hold a minimum qualification of an advance lifeguard certificate from of Red Cross or equivalent. Said personnel will be furnished in a manner to operate Super Splash Park in the safest manner possible. All personnel will be uniformly identified at all times. All personnel employed by the Midwest Pool Management in the performance of fulfilling a contract for the operation of Super Splash Park shall be employees of Midwest Pool Management and not of the Park District. All personnel employed by Midwest Pool Management shall be paid in accordance with the minimum Federal Wage and Hour Laws.

Midwest Pool Management shall be responsible for the payment of all employment taxes, Social Security taxes worker's compensation insurance, and unemployment insurance related to the employment of said personnel. Midwest Pool Management shall give the Park District's residents first priority when hiring for all positions.

4. Method of Payment.

A. Midwest Pool Management has submitted a firm management fee, which includes all overhead and insurance costs required for the season, as outlined in the scope of services. The Management fee shall be invoiced per the schedule on Exhibit A.

B. Midwest Pool Management has submitted a "not-to-exceed" Salary Budget (as defined below) amount on Exhibit B of this agreement for staff salaries and associated payroll taxes for the open swim hours detailed in Section 2.1 of this agreement at the staffing levels detailed in Section 3 of this agreement. There is no additional staffing expense to the Park District except as requested by the Park District to provide staffing for special programming, private rentals or hours outside of the scope detailed in section. The Salary Budget shall be invoiced per the schedule on Exhibit B, with payroll records subject to review by the Park District. Salary budget will be recapped in September of each year and reconciled with actual hours worked at the rates outlined in Exhibit B.

5. Licenses and Permits

The Park District shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations (including the statutes of the State of Illinois and the ordinances of the Park District, necessary for the operation of the facility provided, however, the Midwest Pool Management shall be responsible for obtaining a business license.

6. Health and Safety Standards

Midwest Pool Management shall meet all Local, State and Federal requirements as they relate to its operation. Midwest Pool Management shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the Health Department having jurisdiction.

Upon any change in Federal or State guidelines, which govern the Midwest Pool Management's operation and/or employees, Midwest Pool Management may present a new contract amount in writing to the Park District. The Park District has 30 days to accept or reject the new amount.

7. Services to be Provided by The Park District

The Park District is responsible for the maintenance and replacement of the buildings, structures, utilities, and surrounding areas including shrubbery. The Park District shall furnish water, telephone, electric, gas, trash service and pay for the same.

The Park District is responsible for compliance with the Virginia Graeme Baker Pool and Spa Safety Act and Americans with Disability Act compliance.

The Park District shall provide four (4) sets of keys for locks that access the pools, bathhouse and equipment areas.

8. Term:

This contract shall be effective upon approval and execution of this agreement on _____ and shall terminate on December 31, 2021. Upon the expiration of this Agreement, the Park District shall have the option to renew this Agreement for successive one-year periods under the same terms and conditions provided that the Park District shall give written notice to Midwest Pool Management on or before October 1 of its intention not to renew. Any necessary adjustments in the Management Fee and Salary Budget shall be negotiated between the Park District and Midwest Pool Management, and agreed upon in writing, signed by both parties.

9. Insurance:

Midwest Pool Management shall procure and maintain, for the duration of the contract, insurance of the types and minimum amounts as follows and name the Park District as an additional named insured.

9.1 Worker's Compensation Insurance.

Midwest Pool Management shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case any such work is sublet, Midwest Pool Management shall require subcontractors similarly to provide Workers' Compensation Insurance for all such employees to be engaged in such work, unless

such employees are covered by the protection afforded by Midwest Pool Management's Workers' Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, Midwest Pool Management shall provide, and shall cause subcontractor to provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

9.2 Comprehensive General Liability Insurance.

Midwest Pool management shall carry commercial general liability which includes bodily injury and property damage. The policy will include protection for and subject to the minimum limits set forth below:

Combined single limit, bodily injury and property damage,
\$5,000,000 per occurrence
\$1,000,000 personal injury
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy will include protection for the following hazards:

- Premises and Operation
- Independent Contractor's Coverage
- Products and Completed Operations Liability Coverage
- Personal Injury Liability
- Broad Form Property Damage
- Contractual Liability

9.3 Comprehensive Automobile Liability Insurance.

Midwest Pool Management shall maintain Comprehensive Automobile Liability insurance coverage with a combined single limit of \$1,000,000.00.

9.4 Satisfactory Coverage.

The insurance which Midwest Pool Management is required to obtain and maintain pursuant to this Section 9 shall be written by a company or companies licensed to do business in the State of Illinois. Insurance is to be placed with insurer with a Bests' rating of no less than an "A" rating. Midwest Pool Management shall not allow any policies to be canceled or permit the policies to lapse during the Term of the Agreement.

9.5 Indemnification.

Midwest Pool Management shall, at its sole cost and expense, indemnify, hold harmless and protect the Park District, including its officers and employees, from and against any and all claims, damages, costs or expenses (including court costs and reasonable attorney's fees) for any claim arising out of Midwest Pool Management's negligent acts

under this Agreement; provided, however, that this hold harmless and indemnification shall not apply where such claims, actions, damage, liability, or expenses result from any omission, fault, negligence, or misconduct on the part of the Park District, its agents, servants, employees, contractors, or licensees. Notwithstanding the foregoing, Midwest Pool Management's indemnity obligations are limited solely to the extent directly caused by Midwest Pool Management's fault or negligence and any claim arising from any sickness, illness, or death connected to or arising from any infectious or contagious disease is specifically excluded from all Contractor's indemnity and defense obligations.

Except for Midwest Pool Management's negligent acts or omissions, Park District agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Midwest Pool Management, its agents and employees, from and against any and all claims, damages, losses, suits and expenses attributable to bodily injury, sickness, death or damage to property, that arises out of, results from or is any way directly or indirectly caused by any physical or structural or health condition, situation, state or position of owner's swimming pool, its equipment and surrounding or adjacent property, or any contagious or infectious disease, or caused by any act, error or omission by Park District or by anyone employed by it.

10. Independent Contractor

Midwest Pool Management is retained by the only for the purposes of, and to the extent set forth in, this Contract, and the relationship of Midwest Pool Management with the Park District under this Contract during the term of this Contract shall be that of an independent contractor and not an employee, partner, member, owner, officer, director or other agent of the Park District. Midwest Pool Management agrees to devote sufficient time, effort, resources, ability, skill and attention as may be necessary for Midwest Pool Management to perform the services required to be provided to the Park District under this Contract, but performing such services subject to the provisions of this Contract, all applicable laws, rules, regulations governing the business of Midwest Pool Management and the work to be performed hereunder. Midwest Pool Management shall not be considered by reason of the provisions of this Contract or otherwise as being an employee of the Park District. This Agreement will not be deemed to create a partnership, joint venture, agency or fiduciary relationship between the parties. Midwest Pool Management shall have no right to bind the Park District to any agreement with any other person or entity and is not authorized to act for the Park District in any manner except as expressly set forth in the Agreement.

11. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other part at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

Midwest Pool Management

Attn: Crissy Withrow
Vice President
156 Weldon Parkway
Maryland Heights, MO 63043
cwithrow@midwestpool.com

Carbondale Park District

Attn: Kathy Renfro
Executive Director
Hickory Lodge
1115 W. Sycamore Street
P.O. Box 1326
Carbondale, IL 62903-1326
Fax: (618) 457-2580

12. Nondisclosure.

Midwest Pool Management agrees that it will not divulge to third parties without the written consent of the Park District any information obtained from or through the Park District in connection with the performance of this Contract.

13. Changes.

No change in this Contract shall be made except in writing prior to the change in work or terms being performed. Midwest Pool Management shall make any and all changes in the Work without invalidating this Contract when specifically required to do so in writing by the Park District. Midwest Pool Management, prior to the commencement of such changed or revised work, shall submit promptly to the Park District, a written cost or credit proposal for such revised Work. No work or change shall be undertaken or compensated for without prior written authorization from the Park District.

14. Termination.

This Contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Subject to the provisions of paragraph 8.

Subject to the provisions of paragraph 8, the Park District shall have the right to terminate the Contract at any time for any reason by giving Midwest Pool Management written notice to such effect. The Park District shall pay to Midwest Pool Management in full satisfaction and discharge of all amounts owing to Midwest Pool management

under the Contract an amount equal to the cost of all Work performed by the Midwest Pool Management up to such termination date, less all amounts previously paid to the Midwest Pool Management on account of the Contract Price. Midwest Pool Management shall submit to the Park District its statement for the aforesaid amount, in such reasonable detail as the Park District shall request, within thirty (30) days after such date of termination. The Park District shall not be liable to Midwest Pool Management for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

15. Accounting.

During the period of this Contract, Midwest Pool Management shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The Park District shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by Midwest Pool Management.

16. Entire Agreement.

This contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

17. Severability.

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

18. Transferability.

Neither the Park District nor Midwest Pool Management shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract. Nothing contained in this Article shall prevent Midwest Pool Management from employing independent contractors, associates, and subcontractors to assist in the performance of the Services.

19. Satisfactory Performance.

The Park District shall have the right to notify Midwest Pool Management of any performance by its employees that is detrimental to the best interest of the Park District, and Midwest Pool Management agrees to correct such performance within twenty-four (24) hours.

20. Third Party Rights.

Nothing in this Contract is intended to benefit any third party not a party to this Contract, and no provision of this Contract shall confer any rights upon any such third party.

21. Compliance with Applicable Laws and Regulations.

Midwest Pool Management shall comply with all applicable federal, state and local laws and regulations, as they relate to the operation of Super Splash Park, including but not limited to the Illinois Department of Public Health, described in more detail in paragraph 6 of this Agreement.

22. Venue.

This Agreement shall be governed by the laws of the State of Illinois. Any legal action or proceedings relating to this Agreement shall be instituted only in Jackson County, Illinois.

IN WITNESS WHEREOF, the parties have made and executed this contract in multiple copies, each of which shall be an original.

THE CITY

MIDWEST POOL MANAGEMENT

By:

By: Crissy Withrow, Vice President

ATTEST:

ATTEST:

By:
Name, Title

By:
Name, Title

**SUPER SPLASH PARK
POOL MANAGEMENT CONTRACT**

EXHIBIT A "MANAGEMENT FEE"

The Midwest Pool Management agrees to provide all items as listed in the accompanying specifications as part of the base bid "Management Fee".

	2021
April 1	\$6,000.
May 15	\$10,750.
June 15	\$10,750.
July 15	\$10,750.
August 15	\$10,750.
Final Payment	\$1,955.
Total Management Fee Bid	<u>\$50,955.00</u>

Taxes. The Contract amount as stated above includes all sales taxes, excise taxes, and other taxes, for all materials and appliances subject to and upon which taxes are levied.

**SUPER SPLASH PARK
POOL MANAGEMENT PROPOSAL**

EXHIBIT B "SALARY BUDGET"

MAXIMUM BASE SALARY \$182,235.00

2021

April 1	\$35,400
May 1	\$35,400
June 1	\$35,400
July 1	\$35,400
August 1	\$35,400
September 1	\$5,235

Maximum Salary Budget \$182,235.00

2021 STAFF RATES FOR RECREATION PROGRAMS / SPECIAL EVENTS NOT
COVERED UNDER SECTION 3.2:

Manager	\$18.18	per hour
Asst Manager	\$15.75	per hour
Head Guard	\$15.15	per hour
Lifeguard	\$13.94	per hour
Front Desk/Concession	\$13.64	per hour

**SUPER SPLASH PARK AQUATIC CENTER
POOL MANAGEMENT CONTRACT**

EXHIBIT A "MANAGEMENT FEE"

The Midwest Pool Management agrees to provide all items as listed in the accompanying specifications as part of the base bid "Management Fee".

	2020
April 1	\$7,000
May 15	\$10,900
June 15	\$10,900
July 15	\$10,900
August 15	\$10,900
Final Payment	\$4,555
Total Management Fee Bid	<u>\$55,155.00</u>

Taxes. The Contract amount as stated above includes all sales taxes, excise taxes, and other taxes, for all materials and appliances subject to and upon which taxes are levied.

**SUPER SPLASH PARK AQUATIC CENTER
POOL MANAGEMENT PROPOSAL**

EXHIBIT B "SALARY BUDGET"

MAXIMUM BASE SALARY \$166,500.00

2020

April 1	\$32,400
May 1	\$32,400
June 1	\$32,400
July 1	\$32,400
August 1	\$32,400
September 1	\$4,500

Maximum Salary Budget \$166,500.00

2020 STAFF RATES FOR RECREATION PROGRAMS / SPECIAL EVENTS NOT
COVERED UNDER SECTION 3.2:

Manager	\$18.18	per hour
Asst Manager	\$15.75	per hour
Head Guard	\$13.94	per hour
Lifeguard	\$12.12	per hour
Janitorial aide	\$12.12	per hour

**SUPER SPLASH PARK AQUATIC CENTER
POOL MANAGEMENT CONTRACT**

EXHIBIT A "MANAGEMENT FEE"

The Midwest Pool Management agrees to provide all items as listed in the accompanying specifications as part of the base bid "Management Fee".

	2019
April 1	\$7,000
May 15	\$10,500
June 15	\$10,500
July 15	\$10,500
August 15	\$10,500
Final Payment	\$4,550
Total Management Fee Bid	<u>\$53,550.00</u>

Taxes. The Contract amount as stated above includes all sales taxes, excise taxes, and other taxes, for all materials and appliances subject to and upon which taxes are levied.

**SUPER SPLASH PARK AQUATIC CENTER
POOL MANAGEMENT PROPOSAL**

EXHIBIT B "SALARY BUDGET"

MAXIMUM BASE SALARY \$164,619.00

2019

April 1	\$32,125
May 1	\$32,125
June 1	\$32,125
July 1	\$32,125
August 1	\$32,119
September 1	\$3,781

Maximum Salary Budget \$164,400.00

**2019 STAFF RATES FOR RECREATION PROGRAMS / SPECIAL EVENTS NOT
COVERED UNDER SECTION 3.2:**

Manager	\$16.40	per hour
Asst Manager	\$14.55	per hour
Head Guard	\$12.12	per hour
Lifeguard	\$10.91	per hour
Janitorial aide	\$10.91	per hour

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM IX- - REPORT OF PARK DISTRICT CITIZEN ADVISORY COMMITTEES

- A. Administration & Finance Advisory Committee - - Steve Schauwecker, Chair;
Carmen Suarez, Commissioner.
- B. Child Care Advisory Committee - -Jessica Sergeev, Commissioner.
- C. Golf Advisory Committee - - Chuck Vaught, Chair; Jane Adams, Commissioner.
- D. Grounds, Facilities & Recreation Advisory Committee - - Kirsten Trimble,
Commissioner.

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM X- - OTHER BUSINESS

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM XI- - BOARD COMMENTS

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM XII- - EXECUTIVE SESSION

It is requested that the Board recess the meeting to go into Executive Session in accordance with 5 ILCS 120/2

- (1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.

- (5) The Purchase or lease of real property for the use of the public body, including meetings held for purpose of discussing whether a particular parcel should be acquired.

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM XIII - - CONSIDERATION TO RECONEVE TO PUBLIC SESSION OF MEETING

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM XIV - - ADJOURNMENT

The next regularly scheduled meeting of the Board of Park Commissioner will be held:

Monday, April 12, 2021

Carbondale Park District's
Regularly Scheduled Board Meeting

VIA ZOOM ONLINE MEETING

<https://zoom.us/j/9031181650>

TELEPHONE ACCESS-312-626-6799

MEETING ID- 903 118 1650

PASSWORD-1650

5:30 P.M.

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____

Flowers _____

Trimble _____

Sergeev _____

Suarez _____