

AGENDA
REGULAR MEETING OF THE BOARD OF PARK COMMISSIONERS.
GRANITE CITY PARK DISTRICT, MAIN OFFICE
2900 BENTON STREET
WEDNESDAY, MARCH 8, 2023 7:00 PM

I. ROLL CALL

**II. MINUTES AND ATTACHMENTS OF THE REGULAR
BOARD MEETING OF FEBRUARY 22, 2023.....pages 673-676**

III. COMMITTEE REPORTSpage 677

IV. COMMUNICATIONS

A. Request for the use of facilities
 None

B. Other Communications
 None

IV. OLD BUSINESS
None

V . NEW BUSINESS

1. Resolution regarding the Pyrotecnico Fireworks, Inc
contract for the 2023 Patriots In the Park fireworks display.....page 678-683
2. Discussion and possible action regarding the layout and design of
Worthen Park Re-Developmentto be provided

VII. DIRECTOR'S REPORT

IF PROSPECTIVE ATTENDEES REQUIRE AN INTERPRETER OR OTHER ACCESS ACCOMMODATION NEEDS, PLEASE CONTACT THE GRANITE CITY PARK DISTRICT OFFICE AT 618-877-3059 NO LATER THAN 72 HOURS PRIOR TO THE COMMENCEMENT OF THE MEETING TO ARRANGE ACCOMODATIONS.

**REGULAR MEETING OF THE BOARD OF PARK COMMISSIONERS
GRANITE CITY PARK DISTRICT, MAIN OFFICE
2900 BENTON STREET
WEDNESDAY, FEBRUARY 22, 2023 7:00PM**

I. ROLL CALL

President Jones called the meeting to order at 7:00 PM. Commissioners answering Roll Call were: Linda Ames, Don Harris, Jenna Deyong, Craig Sykes, and Matt Jones. Others in attendance were: Director of Parks and Recreation Justin Brinkmeyer, Attorney Ryan Robertson, Recreational Programming and Security Coordinator R.P. Phelps, Recreational Programming and Communications Coordinator Megan Dittman, Maintenance Supervisor Bradley Boone, Facilities Manager Joey Hall, Gardens and Memorials Supervisor Freda Bolling, Secretary Stephanie Koishor, and Dan Monroe.

II. MINUTES AND ATTACHMENTS OF THE REGULAR BOARD MEETING AND CLOSED SESSION OF FEBRUARY 8, 2023 (Pages 627-630)

Motion to approve the minutes and attachments of the Regular Board Meeting and Closed Session of February 8, 2023, as presented, was made by Commissioner Jenna Deyong, second by Commissioner Linda Ames. All commissioners present voted "aye." Motion carried.

III. COMMITTEE REPORTS (Page 631)

- A. Finance Committee (Jenna Deyong, Chairman)
No report.
- B. Engineering Committee (Don Harris, Chairman)
No report.
- C. Municipal Relations Committee (Craig Sykes, Chairman)
No report.
- D. Rules, Personnel Policies Committee (Linda Ames, Chairman)
No report.

IV. FINANCE REPORT (Pages 632-646)

Motion to approve the Finance Report, as presented, was made by Commissioner Don Harris, second by Commissioner Jenna Deyong. All commissioners present voted "aye." Motion carried.

V. TREASURER'S REPORT (Pages 647-665)

Motion to approve the Treasurer's Report, as presented, was made by Commissioner Craig Sykes, second by Commissioner Jenna Deyong. All commissioners present voted "aye." Motion carried.

VI. COMMUNICATIONS

A. Request for use of Facilities

1. Request from GC Tribe Baseball and Softball Association to use Worthen Park (Page 666)

Justin Brinkmeyer informed the Board that this organization has made a similar request in the past, but has changed this year. This year's request is for two years instead of one year and they would like the use of an additional diamond. Justin recommended we maintain our approval on a year to year basis with the current number of fields due to the potential changing needs of Park District programs and facilities. Commissioners expressed concerns that adding an additional field would be more work for Park District employees to maintain as well as the field in question faces the dog park and exercise area. Justin noted that a field at Wilson Park may be available if needed and not in use by Park District programs. Motion to approve the request for one year with current field use was made by Commissioner Jenna Deyong, second by Commissioner Linda Ames. All commissioners present voted "aye." Motion carried.

B. Other Communications

1. Request from Dan Monore of 2431 E. 25th Street to address the Board regarding playground equipment at Robertson Park.

Mr. Monroe introduced himself and provided his background with the Park District. He acknowledged vandalism has occurred at the playground in the past but more people are using it now and he is requesting updates to the equipment at that location. Mr. Monroe has looked into the costs of purchase and install of equipment such as what he is suggesting. He asked the Board what the community can do to help raise funds to upgrade the park (ex: shelter/bar-b-que pits). Mr. Monroe asked the Board how the Park District obtains funds for playground equipment. Commissioners informed Mr. Monroe that the Park District receives grants yearly and has to prioritize needs within all parks and spend money wisely. The Board and employees are working with other community groups and members to fund and construct a universal playground in Wilson Park.

Commissioners also informed Mr. Monroe that the Park District has not really done fundraising in the past, relying on grant money and tax dollars to fund projects and improvements. Many grants available require matching funds. Mr. Monroe recommended the Board reach out to Dr. Pepper to inquire about their playground funding program. Commissioners and Justin Brinkmeyer informed Mr. Monroe that the Board and employees hope to add more at Robertson Park with this grant cycle but are unsure how extensive the additions will be at this time. Mr. Monroe noted that the open field in the park is great and he sees a lot of younger kids there now. It was noted that installation of benches, a slide, and a small play structure would be nice additions to the park. The Board will continue looking for additional funding opportunities.

VII. OLD BUSINESS

None.

VIII. NEW BUSINESS

None

IX. MAINTENANCE REPORT (Page 667)

Bradley and his crew did a great job with tree trimming.

X. RECREATION REPORT (Page 668)

Megan and RP hope to grow the basketball program next year but have had positive feedback so far.

XI. POOL REPORT (Page 669)

XII. ICE RINK REPORT (Page 670)

Ice Show is from 7-9 PM on Monday; TBL tournament is this weekend

XIII. CONCESSIONS REPORT (Page 671)

XIV. GOLF COURSE REPORT (Page 672)

XV. DIRECTOR'S REPORT

Heartlands Conservancy

They have compiled the basic pricing structure to determine how extensive we want this plan to be. I will meet with them soon to narrow the plan for a solid budget.

As part of the planning process, they have included public meetings, surveys, and outlined options for them to attend community events. Their planning work will evaluate existing conditions of parks, open space, trail connectivity, and community forestry/tree canopy action items, as well as summaries of the surveys, interviews, and meetings outlining opportunities and

challenges gathered from their work.

From there, they will create a framework and develop an illustrative master plan of the system, along with a written document to include a community vision, goals, and strategies. The document will include an implementation strategy of action items and funding opportunities.

If the Board elected to utilize every option on the list, the cost would be approximately \$120,000. At this time, it is not necessary for the Park District to select every service available. A follow up meeting will occur in the next 7-10 days.

PEP Grant

The Grant Commission is waiting and will release the per capita rate for this grant cycle after the Commission meets tomorrow. The due date for the grant application was moved to March 17.

Cameras

Most of the camera installation has been completed; however, a few pole locations aren't getting power to them. We await a timeline from JF Electric for when they can get here with a bucket truck to make the necessary repairs.

Golf Course Update

Steve will attend the next Board Meeting and will begin working March 1. Current Golf Course managers have done a great job.

Special Announcement (Megan)

The grand marshal for the baseball parade will be Al Grabowski.

All business concluded, Motion to adjourn the meeting was made by Commissioner Craig Sykes, second by Commissioner Jenna Deyong. Meeting was adjourned at 7:31 PM.

/srk

Committee Reports

A. Finance Committee	Jenna DeYong, Chairman
B. Engineering Committee	Don Harris, Chairman
C. Municipal Relations	Craig Sykes, Chairman
D. Rules, Personnel Policy	Linda Ames, Chairman

RESOLUTION

WHEREAS, the Granite City Park District has received a proposal for the 2023 Fourth of July Fireworks Display from Pyrotecnico Fireworks, Inc; and

WHEREAS, Pyrotecnico Fireworks, Inc., has previously provided the fireworks display for the Fourth of July Celebration and the Park District has been satisfied with said display; and

WHEREAS, accepting the said proposal and entering into a contract for said fireworks display is in the best interest of the District and the citizens of the District; and

WHEREAS, the Granite City Park District wishes to enter into a contract with Pyrotecnico Fireworks, Inc., for the 2023 fireworks display in substantially the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of the Granite City Park District:

1. That the Board approves and adopts the Contract by and between the Park District and Pyrotecnico Fireworks, Inc., in substantially the form attached hereto as Exhibit A.

2. That the President and Secretary of the Board are authorized to execute the contract with Pyrotecnico Fireworks, Inc. for the fireworks display for July 4, 2023, in substantially the form attached hereto as Exhibit A.

PASSED this 8th day of March, 2023.

APPROVED this 8th day of March, 2023.

GRANITE CITY PARK DISTRICT

BY: _____
President

ATTEST:

Secretary

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on March 2, 2023 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and Granite City Park District (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on July 4, 2023, (the "Display Date"), weather permitting.

Customer agrees to pay Pyrotecnico the sum of \$46,000.00 (*includes \$200.00 permit fee) (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$23,100.00 is due April 4, 2023 and the final balance shall be due Net 10 from the Display Date. A service fee of 1 1/2% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional \$7,070.00 for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional \$18,520.00 for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to \$23,100.00.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of 350 FEET at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO:

By (sign): _____
Name: _____
Title: _____
Date: _____
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): _____
Name: _____
Title: _____
Date: _____
Address: _____
Phone: _____
Email: _____

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2023, by and between PYROTECNICO FIREWORKS, INC., of Newcastle, Pennsylvania, hereinafter called "First Party" and the GRANITE CITY PARK DISTRICT, Madison County, Illinois, hereinafter called "Second Party".

WITNESSETH:

FOR AND IN CONSIDERATION of the covenants hereinafter contained and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the party of the Second party to the party of the First part, the receipt of which is hereby acknowledged, and in further consideration of the rights and benefits accruing and to accrue hereunder IT IS AGREED AS FOLLOWS:

1. The First Party agrees to furnish the Second Party with a fireworks display according to the fireworks display and musical program attached hereto as Exhibit A and hereby made a part hereof, which Program will be fired in approximately 30 minutes. Said display is to be given and executed on the evening of July 4, 2023 in the outfield of Diamond Two located behind Ice Rink near Four Diamonds Concession Stand, located in Wilson Park, weather permitting, and at the hour and specific location on said Wilson Park property designated by Second Party. It is understood that should inclement weather prevent the display of said fireworks on the date herein specified, that the Program will be given on the next clear night during the same week.

2. The Second Party agrees to furnish:
 - A. Sufficient space clearly designated by stakes, rope or fence, in a safe location satisfactory to the First Party for the proper and safe display of said fireworks program; said space is to be clear and free of all persons except those employed in the firing field and free and clear of all animals, vehicles, tents and buildings and to have a minimum spectator set back of 350 feet at all points from the discharge area to comply with applicable law.
 - B. Protection of the display by roping off area or providing a similar protective facility.
 - C. Police protection necessary to keep the fireworks from being displayed, discharged or taken from the exhibition field without permission of the First Party, and to keep the space designated for display clear as provided hereinabove.
 - D. Search of the fallout area at first light following a nighttime display.
3. Second Party agrees to pay First Party the sum of Forty-Six Thousand Dollars (\$46,000.00), the following manner: a 50% deposit 90 days prior to the display date and the remaining 50% within ten days following the display herein contracted.
4. The First Party is to secure all permits and licenses which may be required by the State or Municipal Authorities.
5. The First party agrees to set up and discharge the fireworks display at the time hereinabove indicated and for the amount herein specified in a good and workmanlike manner by taking all necessary precautions for the safety and well being of persons and property in the vicinity of the display.
6. The Party of the First Part agrees to furnish a certificate of personal and property damage liability insurance with limits of \$5,000,000. The party of the First Part will also furnish evidence of workmen's compensation insurance of adequate coverage to satisfy the laws of the State of Illinois. Said insurance shall cover the Granite City Park District, the Park Board

Members, the Director of Parks and all employees and agents of said Park District and Community Unit School District No. 9, its Board Members, officers, employees and agents.

7. It is understood and agreed that the Party of the First Part shall hold harmless the party of the Second Part, from any and all claims and causes of action for personal injury or property damage arising directly out of the performance of this contract except that which is caused exclusively and solely by the Second Party's own negligence.

8. It is understood and agreed that this Contract shall not make the First and Second parties partners or co-venturers and that the First Party shall be considered as an independent contractor for the display of fireworks and not a lessee of the premises upon which the display is given, said First Party being merely a licensee on the premises.

9. The parties hereto mutually and severally guarantee the terms, conditions and the performance of this Contract and same shall be binding upon the parties, their successors and assigns under the law applicable to contracts completed in the State of Illinois and the laws of Illinois shall govern as to any provision of this Contract which may fall into dispute.

10. Should inclement weather prevent the giving of the display on the 4th day of July, 2023, the firing of said display shall be made on the 5th day of July, 2023, if the inclement weather prevents the firing on July 5, 2023, the firing shall take place on the next clear night in the week.

11. If, for any reason, the display site described in Paragraph 1 hereof is not available due to unforeseen circumstances to the Park District for the purpose of this Agreement, then the Party of the Second Part will designate a new firing area, subject to the approval of First Party, for the firing of said fireworks display.

IN WITNESS WHEREOF, hands and seals of the parties hereafter are affixed the day and year first above written. .

PYROTECNICO FIREWORKS, INC.,

BY: _____
PRESIDENT

GRANITE CITY PARK DISTRICT

BY: _____
President

ATTEST:

Secretary