

AGENDA
REGULAR MEETING OF THE BOARD OF PARK COMMISSIONERS
GRANITE CITY PARK DISTRICT, MAIN OFFICE
2900 BENTON STREET
WEDNESDAY, MARCH 9, 2022 6:00 PM

- I. **ROLL CALL**

- II. **MINUTES AND ATTACHMENTS OF THE REGULAR BOARD MEETING OF FEBRUARY 23, 2022.....pages 677-680**

- III. **COMMITTEE REPORTSpage 681**

- IV. **COMMUNICATIONS**
 - A. Request for the use of facilities
 None

 - B. Other Communications
 - 1. Retirement letter from Gardens and Memorials Supervisor
 John McDaniel.....page 682

- V. **OLD BUSINESS**
 None

- VI. **NEW BUSINESS**
 - A. Discussion and possible action regarding Spring and Summer
 Program Prices.....to be provided

 - B. Resolution to confirm and memorialize the three (3) to two (2)
 vote, on February 9, 2022, for the Lease of Civic Park to the City
 as part of the City's plan to revitalize downtown.....page 683-687

 - C. List of recommended new hires.....page 688

- 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.

GRANITE CITY PARK DISTRICT MINUTES

February 23, 2022

AGENDA

ITEM:

I. Roll Call

Commissioner Don Harris called the meeting to order at 7:00 p.m. Commissioners answering roll call were Jenna Deyong, Craig Sykes, Linda Ames, Matt Jones and Don Harris. Also in attendance were Director of Parks and Recreation Justin Brinkmeyer, Attorney Ryan Robertson, Recreation Manager Andy Bohann, Maintenance Supervisor Brad Boone, Facilities Manager Joey Hall, Golf Course Manager Brian Stitch, and Secretary Nicole Harris.

**II. MINUTES AND ATTACHMENTS OF THE REGULAR BOARD MEETING OF February 9, 2022
(page 631-634)**

Motion to approve the minutes, as presented was made by Commissioner Linda Ames, second by Commissioner Jenna Deyong. All Commissioners present voted "aye". Motion carried.

III. Committee Reports. (page635)

A. Finance Committee-Commissioner Jenna Deyong, Chairman.

No Report

B. Engineering Committee- Commissioner Matt Jones, Chairman.

No Report

C. Municipal Relations Committee-Commissioner Craig Sykes, Chairman.

No Report

D. Rules, Personnel Policies Committee-Commissioner Linda Ames, Chairman.

No Report

IV. FINANCE REPORT (pages 636-648)

Motion to approve the Finance Report, as presented, was made by Commissioner Matt Jones, second by Commissioner Linda Ames. All Commissioners present voted "aye". Motion carried.

V. TREASURER'S REPORTS (pages 649-667)

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

VI. COMMUNICATIONS

A. Request for use of facilities

1. Request from Children's Home & Aid to hold 5K & Cops 5K at Wilson Park on Saturday, April 23rd (page 668).

Motion to approve request was made by Commissioner Linda Ames, second by Commissioner Jenna Deyong. All Commissioners present voted "aye". Motion carried.

2. Request from the Six Miles Regional Library District to use Worthen Park on Saturday, July 23rd for 2022 Summer Reading Program Finale (page 669).

Motion to approve request was made by Commissioner Matt Jones, second by Commissioner Linda Ames. All Commissioners present voted "aye". Motion carried.

3. Request from Tri Cities Area Handicapped Association, Inc. to hold Summer Day Camp at Wilson Park June 6-June 10th (page 670).

Motion to approve request was made by Commissioner Craig Sykes, second by Commissioner Matt Jones. All Commissioners present voted "aye". Motion carried.

B. Other Communications

None

VII. Old Business

None

VIII. NEW BUSINESS

None

IX. MAINTENANCE REPORT (page 671)

Duly Noted

X. RECREATION REPORT (page 672)

Duly Noted

XI. POOL REPORT (page 673)

Duly Noted

XII. ICE RINK REPORT (page 674)

Duly Noted

XIII. CONCESSION REPORT (page 675)
Duly Noted

XIV. GOLF COURSE REPORT (page 676)
Duly Noted

XV. DIRECTOR'S REPORT.

Patriot's In the Park

We received confirmation that the United States Air Force Concert Band will be our pre-fireworks musical entertainment. Additionally, I received a call from Swear Amusement regarding their participation in this year's event. After assessing the site off on 29th street, they don't feel they can provide a carnival of a size that generates a good response due to the street size, overhead lines, and tree limbs. I discussed the possibility of using a different location, and it seems they only want to remain in the park. Mr. Swear also explained he has another community that would like to have them the same weekend.

I asked him if they might be available for a carnival sometime in September if we were to hold a fall carnival instead of summer. He stated that was a possibility. If we choose to do a fall weekend event, we can couple it with music and food trucks.

PEP Grant

Our 2022 PEP Grant was submitted yesterday. It is estimated we should hear back sometime in the middle of March.

Ice Show

The 2022 Ice Show will be held on Monday, February 28th. The Ice Show is the final event of the season, as the season shutdown begins Tuesday, March 1st.

All business concluded. Motion to adjourn was made by Commissioner Craig Sykes, second by Commissioner Matt Jones. Meeting adjourned at 7:31 p.m.

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 accommodations.

/ndh

Committee Reports

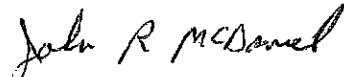
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|----------------------------|------------------------|
| A. Finance Committee | Jenna DeYong, Chairman |
| B. Engineering Committee | Matt Jones, Chairman |
| C. Municipal Relations | Craig Sykes, Chairman |
| D. Rules, Personnel Policy | Linda Ames, Chairman |

Granite City Park District
2900 Oregon
Granite City, IL 62040

I have enjoyed my time working in the garden of Wilson Park. I have been privileged to be a part of the team responsible for the care of the park. I have met and made some friends with people, both those who work for the park and those who visit.

I am however with mixed emotions submitting my retirement effective April 29,2022 at 3:30 PM.

Thank you for allowing me to be a part of Granite City Park district.


John R. McDaniel

RESOLUTION

A RESOLUTION CONFIRMING THE APPROVAL OF THE
LEASE OF CIVIC PARK
TO THE CITY OF GRANITE CITY AS PART
OF THE CITY OF GRANITE CITY PLAN
TO REVITALIZE DOWNTOWN GRANITE CITY

WHEREAS, on February 9, 2022 the Park District Board of Directors, in a three (3) to two (2) vote approved a Lease, agreed to by the City of Granite City ("City"), of Civic Park to the City as part of the City's plan to revitalize downtown; and

WHEREAS, this Resolution is to confirm and memorialize the three (3) to two (2) vote, on February 9, 2022 by the Park District Board of Directors approving the Lease attached to this Resolution as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE GRANITE CITY PARK DISTRICT.

1. That the Granite City Park District Board of Directors on February 9, 2022 in three (3) votes for, and two votes (2) against, approved a Lease Agreement for Civic Park as part of the downtown revitalization vision of the City of Granite City in accordance with the terms and conditions of the Lease Agreement attached hereto as Exhibit A.

PASSED this 9th day of March, 2022.

APPROVED this 9th day of March, 2022.

PRESIDENT

ATTEST:

SECRETARY

LEASE AGREEMENT

This Agreement is made as of the 8th day of February 2022, between the City of Granite City ("City" or "Grantee") 2000 Edison, Granite City, Illinois, an Illinois Municipal Corporation, and the Granite City Park District ("Park District" or "Grantor"), 2900 Benton, Granite City, Illinois 62040:

WHEREAS, the Park District is in title to certain real property in the City of Granite City, County of Madison and State of Illinois, commonly known as Civic Park, located between the streets of Niedringhaus Avenue, Delmar Avenue and 20th Street (the "Property") and further described as follows:

Said tract of land contains 0.6156 acres, more or less, situated between the streets of Delmar Avenue, Niedringhaus Avenue and 20th Street, in Granite City, Illinois, recognized by the Park District as Civic Park.

WHEREAS, the City is proposing to Lease Civic Park in downtown Granite City as part of a downtown revitalization vision which would utilize Civic Park as part of the revitalization, using it for such things as, but not limited to, farmer's markets, parades, food trucks, and music concerts; and

WHEREAS, any park district owning and holding any real estate is authorized to sell or lease that property to a unit of Illinois State or local government for public use; and

WHEREAS, the Grantee must covenant to hold and maintain the Property solely for public park or recreational purposes; and

WHEREAS, the conveyance must provide that ownership of the Property automatically reverts to the Grantor if the Grantee knowingly violates the required covenant by allowing all or any part of the Property to be used for purposes other than park or recreational purposes; and

WHEREAS, the Grantor requires that there be no alternations to the Property, and it is to remain in the same condition in which it is found at the execution of this Agreement; and

WHEREAS, the Grantor requires that no alcoholic beverages be sold within the confines of the Property; and

WHEREAS, the Grantor requires the Grantee indemnify the Park District from any and all liability associated with the use of the Property for the term of this Agreement; and

WHEREAS, the Grantor requires the Grantee be responsible for all maintenance and upkeep, including but not limited to, on a weekly basis, edging and weed clearing along all sidewalks and around all trees; removal of weeds in all non-mowable areas, i.e, plant beds and around flag poles; and, keeping all park benches and lighting in proper working condition (the Park District will continue to ensure all Memorial Benches are kept in proper condition). The City

will monitor trees for signs of stress or disease and notify park district of any issues, any required removal will be at the expense of the City.

WHEREAS, the City, in recognition of the above contingencies, has agreed to enter into this Lease Agreement;

NOW THEREFORE, in consideration for the mutual undertakings of the parties pursuant to this Contract, the parties agree as follows:

1. **TERM OF LEASE PURCHASE** - The primary term of the Lease shall be for three years and three months, beginning on February 15, 2022 and ending on April 31, 2025, if all terms and conditions contained herein are faithfully and timely adhered to by Grantee. At the end of the primary lease term, if the Parties find the relationship to be beneficial for the City residents, the City and the Park District may discuss an extension. The primary lease term is contingent upon receipt, by the Grantor, of the payment described in Paragraph 2 below.

2. **RENTAL** – The City agrees to pay to the Park District as rent for the premises for the three year four month term the sum of **One Dollar as well as good and other valuable consideration**, which rental shall be paid within thirty (30) days of the execution of this Agreement

3. **PURPOSE** - The leased Property shall be used for public park or recreational purposes, subject to the provisions of Paragraph 12 hereof. No use or possession shall be exercised until the rent provided for under Paragraph 2 has been paid.

4. **ALTERATIONS AND IMPROVEMENTS** -- Under no circumstances is the Grantee to alter or improve the Property in any manner during the term of the Lease. Any improvements contemplated to the property of a permanent or even temporary nature during the lease term must receive the Park District Board's prior approval. These restrictions do not include the planting of flowers and ornamental plants in the designated planting beds.

5. **INSURANCE AND UTILITIES** –

- A. The City shall carry and keep in effect, at its sole expense, adequate fire and extended coverage insurance (replacement costs in an amount not less than \$100,000.00) on the improvements on the leased premises **and name the Park District as an additional insured.**
- B. The City shall deliver to the Park District upon the execution of this Lease, and shall keep current throughout this Lease and any extension thereof, two executed copies of a current public liability and property damage insurance policy, in an amount of coverage satisfactory to the Park District in its discretion, with premiums prepaid, insuring the Park District against any and all claims, cause of action or judgment for such injury to persons or property damage.
- C. The City shall pay, during the term of this Lease, all utility charges or assessments for the use of the leased Property, including but not limited to water and electrical fees.

6. REPAIRS AND MAINTENANCE – The City represents that it has inspected and examined the leased Property and accepts said Property in its present condition, and agrees that the Park District shall not be required to make any improvements or repairs upon the leased Property. The City agrees to keep the leased Property clean, safe, and in good order and condition at all times during the term of this Lease. Upon expiration or termination of said Lease, The City will quit and surrender possession of the leased Property as required in Paragraph Eleven (11) of this Agreement.

7. ASSIGNMENT - Neither the leased Property nor any portion therein shall be sublet or assigned.

8. LIABILITY – The City shall defend, indemnify, and hold the Park District, its Board members, officers, and employees, harmless from any loss, cost, damage, claim, cause of action, or judgment that may allegedly arise out of, directly or indirectly, in connection with the use of the leased Property by the City or its agents, employees, or permitted users. Up and to the execution of this Lease Agreement the Park District shall defend, indemnify, and hold the City, its officers, and employees, harmless from any loss, cost, damage, claim, cause of action, or judgment that may allegedly arise out of, directly or indirectly, in connection with the use of the leased Property by the Park District, its agents, employees, or permitted users.

9. MECHANIC'S LIENS – The City agrees to provide the Park District with lien waivers from all material suppliers, contractors and sub-contractors who may provide material or labor furnished for the leased Property during the term of this Lease.

10. DEFAULT – In the event that the City shall be in default of any payment of any rent, or in the prompt performance of any of the terms and conditions herein agreed to, the Park District will be required to give notice of such default. The City will have 30 days from the date of notice to cure the default. Should the City fail to cure any default within the above 30 days the Park District may terminate this Lease upon written notice to the City. In the event either party shall bring legal action to enforce any of the terms of this Agreement, or to obtain possession of the leased Property by reason of expiration of the Lease term, or by any default of either Party, or otherwise, the Party in breach of this Agreement shall pay all the non-breaching Party's costs of such legal action, including reasonable attorney's fees.

11. VACATION OF LEASED PREMISES - At the conclusion of the Lease terms, whether by passage of time or by default, the City shall peacefully surrender the leased Property.

12. PROPERTY USE AND CARE – The City warrants to the Park District that it shall not conduct any activity on the leased Property that is not in full compliance with all laws and regulations pertaining to the Park District Code (70 ILCS 1205, et seq.), specifically 70 ILCS 1205/10-7(a) which requires the Property be maintained for public park or recreational purposes, and enacted Park District Ordinances. Failure to fully comply with all such laws will constitute a default hereunder. It is hereby acknowledged by the City that the Park District has an Ordinance which restricts the sale or consumption of alcoholic beverages on Park District Property. The Park District will amend its Ordinance to allow the Consumption of alcoholic beverages on the Leased

Property for the term of this Lease but will not amend the Ordinance to allow the sale of alcoholic beverages on the Leased Property.

13. NOTICES - Any notices that are required, or which either the Park District or the City may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States Mail, postage prepaid, return receipt requested, addressed to Justin Brinkmeyer, Director of Parks, Granite City Park District, 2900 Benton, Granite City, Illinois, 62040, or addressed to Grantee at 2000 Edison Avenue, Granite City, Illinois 62040, Attention: Mayor of Granite City.

14. WAIVER - Waiver by the Park District of any default in performance by the City of any terms, covenants or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

15. COMPLIANCE WITH LAWS – The City agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the premises or its use.

16. LESSOR'S RIGHTS TO ENTER – The City agrees that the Park District, its agents or employees, may enter upon the premises at any time during the term of this Lease, for the purpose of making inspections

17. AMENDMENTS - It is agreed that all terms and conditions between the parties hereto are expressly set forth in this Contract, and any prior agreements, leases or discussions between the parties shall not bind either party unless contained within this Contract. It is further agreed that time is of the essence of the Agreement between the parties, and no amendment shall be effect if not reduced to writing and signed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties have personally, or by their authorized representatives, executed this Agreement on the day and year first above written.

CITY OF GRANITE CITY,

BY: 

Mike Parkinson, Mayor

GRANITE CITY PARK DISTRICT

BY: 

Justin Brinkmeyer, Director of Parks

RECOMMENDED NEW HIRES

NAME: _____ **ADDRESS** _____ **WAGE** _____

GOLF COURSE

Shirley Griggs	*	44 Steelecrest Lane	\$ 12.00
Charles Ricks	*	2923 Warren Ave	\$ 12.00

GARDENS

Rebecca Settlemoir	*	2219 Pontoon Rd.	\$ 12.00
John Dawson	*	2829 Dale Ave	\$ 12.00

- **RETURNING EMPLOYEE**