

AGENDA REGULAR BOARD MEETING

BRESNAN MEETING CENTER

706 Kenwood Road, Champaign, Illinois Wednesday, August 10, 2016 7:00 p.m.

- A. CALL TO ORDER
- **B. PRESENTATIONS**
 - 1. Program Evaluation, Office of Parks and Recreation Resources, University of Illinois
 - 2. Champaign Unit 4 School District
- C. COMMENTS FROM THE PUBLIC
- D. COMMUNICATIONS
- E. TREASURER'S REPORT
 - 1. Consideration of Acceptance of the Treasurer's Report for the Month of July 2016
- F. EXECUTIVE DIRECTOR'S REPORT
 - 1. Volunteer of the Month
 - 2. General Announcements
- G. COMMITTEE AND LIAISON REPORTS
 - 1. Champaign Parks Foundation
- H. REPORT OF OFFICERS
 - 1. Attorney's Report
 - 2. President's Report

I. CONSENT AGENDA

All items appearing below are considered routine by the Board and shall be enacted by one motion. If discussion is desired, that item shall be removed and discussed separately.

- 1. Approval of Minutes of the Special Board Meeting, June 22, 2016
- 2. Approval of Minutes of the Executive Session, June 22, 2016
- 3. Approval of Minutes of the Regular Board Meeting, July 13, 2016
- 4. Approval of Minutes of the Executive Session, July 13, 2016
- 5. Acknowledgement of Gifts and Donations Policy
- 6. Distribution of Board Policy Manual
- 7. Distribution of Employment Policies and Procedures Manual
- 8. District Wide Comprehensive/Strategic Plan Policy
- 9. Employment of Certified/Professionally Trained Staff
- 10. Intergovernmental Cooperation Policy
- 11. Media Policy
- 12. Meeting Agenda Format Policy
- 13. Overtime and Compensatory Time Policy
- 14. Payment of Employee Wages Policy
- 15. Program Evaluations Policy

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J. NEW BUSINESS

- Approval of Disbursements as of July 12, 2016
 Staff requests approval of the list of disbursements for the period beginning July 12, 2016, and ending August 9, 2016.
- Approval of Bid for Seal Coating and Line-Striping
 Staff recommends awarding the bid for seal coating and line-striping to the lowest responsible bidder, Dunn Company, Decatur IL, at the bid price of \$30,759 and authorize the Executive Director to enter into a contract for the work.
- 3. Approval of Bid for Douglass Community Center Gym Floor Replacement
 Staff recommends awarding the bid for the Douglass Community Center gym floor replacement to
 the lowest responsible bidder that meets all specifications, Sport Court Midwest, Elmhurst, IL, at
 the bid price of \$69,375, and authorize the Executive Director to enter into a contract for the work.
- 4. Approval of an Extension of Contract for Janitorial Services at the Douglass Community Center and the Douglass Annex
 Staff recommends approval to enter into an agreement with ServiceMaster Janitorial Cleaning to provide cleaning services at the Douglass Annex and Community Center for one year and authorization for the Executive Director to execute the agreement.
- 5. <u>Approval of an Agreement with Central Illinois Taekwondo, Inc. dba Leaders for Life Martial Arts</u> Staff recommends approval to enter into an agreement with Leaders for Life Martial Arts and authorize the Executive Director to execute the agreement for a two-year period.
- 6. Approval of an Agreement for Temporary Display of Artwork
 Staff recommends Board approval of an Agreement between the Park District and Public Art
 League for temporary display of artwork for a period of three years and authorize the Executive
 Director to execute the agreement.
- 7. Approval of a Resolution authorizing Amendment No. 1 to the MSA Professional Service
 Agreement for additional services regarding Hessel Park Phases 2 and 3
 Staff recommends approval of a resolution authorizing Amendment No. 1 to the Professional
 Service Agreement with MSA Professional Services for additional services regarding Hessel Park
 Phases 2 and 3. The proposed changes are due to circumstances which were not reasonably
 foreseeable at the time of contracting. The amendment is necessary to proceed in the best
 interests of the Park District.
- 8. <u>Approval of the Revised Joint Champaign-Urbana Special Recreation Agreement</u>
 Staff recommends approval of the amended Champaign and Urbana Park Districts' Joint Agreement to provide recreational services for people with disabilities.
- Approval of an Intergovernmental Agreement for the Ownership, Maintenance and Use of Property at Glenn Park
 Staff recommends entering into the Intergovernmental Agreement for the Ownership, Maintenance and Use of Property at Glenn Park.
- 10. <u>Approval Adopting the Champaign Park Trails Master Plan</u>
 Staff recommends accepting the Trails Master Plan as the guideline to developing new trails, connecting trails and adding new park land.

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- K. OLD BUSINESS
- L. DISCUSSION ITEMS
 - 1. Hessel Park Phase 2 and 3
 - 2. Spalding Master Plan
- M. COMMENTS FROM COMMISSIONERS
- N. ADJOURN

CHAMPAIGN PARK DISTRICT MINUTES OF THE STUDY SESSION BOARD OF PARK COMMISSIONERS

June 22, 2016

The Champaign Park District Board of Commissioners held a Study Session on Wednesday, June 22, 2016 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President McMahon presided over the meeting.

Present: Vice President Craig Hays, Alvin S. Griggs, Barbara J. Kuhl, and Jane L. Solon and Attorney Guy Hall.

Attendance via Electronic Means: President Timothy P. McMahon.

Absent: Treasurer Gary Wackerlin and Executive Director Joe DeLuce.

Staff Present: Jameel Jones, Director of Recreation/Acting Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Kevin Crump, Director of Operations and Planning, Tammy Hoggatt, Director of Human Resources, Information Technology and Risk, and Steven Bentz, Director of Virginia Theatre.

Other staff were in attendance as well as members of the public.

Call to Order

President McMahon called the meeting to order at 5:32 p.m.

Comments from the Public

There were no comments from the public.

Discussion Items

FY16-17 Proposed Budget

Mr. Jones reported regarding the FY16-17 proposed budget and stated that staff members are available to answer questions. Discussion ensued. A list of questions requesting additional information was forwarded to the Executive Director for follow up. There was concern expressed about the increase in salaries, wages and contractual payments while the amount of revenue remains the same. There was also discussion about possible reasons for increases including extended hours of the Leonhard Recreation Center which requires additional staff, contractual instructors, part-time staff wage increases, and the addition of an afterschool program. It was noted that the numbers may be different than expected due to the manner in which accounting is done in a governmental agency. There was discussion about the restriction on staff to add employees or increase staff salaries without Board approval, and the need to get Board approval on the majority of agreements for contractual services.

Ms. Wallace clarified how the surplus is shown in the budget. She also clarified that the Busy Bees program is actually making money. Vice President Hays requested that staff forward to the Board a written response about the surplus.

Ms. Wallace stated that the original schedule calls for the budget and appropriation ordinance and budget to be approved at the July 13th meeting. She explained the process for scheduling a public hearing and asked the Board if it desired to change the dates for the public hearing and approval of the budget. Discussion ensued.

It was the consensus of the Board that the budget be presented for discussion at the July 13th Board meeting, and that the public hearing, approval of the budget and appropriation ordinance and the budget be scheduled for a special meeting on July 27th.

Policies

- a. Drug Free Workplace Policy
- b. Communicable Disease Policy
- c. Scholarship Policy
- d. Illinois Identity Protection Act Policy and Procedures
- e. Smoke Free Illinois Policy
- f. Distinction between Board Policies and Administrative Procedures
- g. Prospective Board of Commissioners Candidate and Packet Policy
- h. Bond Rating Policy
- i. Payment of Bills Policy
- j. Economizing Purchases and Resources Policy

President McMahon asked for comments on the policies. Commissioner Solon recommended that the Scholarship Policy apply to Champaign Park District residents only and that other changes to that policy were grammatical. She also suggested changes to the Payment of Bills Policy and Distinction between Board and Administrative Policy. Commissioner Solon also offered changes to the Illinois Identity Protection Act Policy and Procedures. Discussion ensued. Staff will review and make appropriate changes to the policies as suggested.

President McMahon suggested that in the future minor changes to policies be forwarded to staff and suggested that significant changes be discussed at a Board meeting.

2016-2019 CUSR Strategic Plan

Jessica DeYoung, CUSR Manager, highlighted the 2016-2019 strategic plan for CUSR and responded to questions. She reported that the plan will include focusing on monthly newsletters, inclusion, marketing and brand identity, and adding a calendar in the brochure.

Commissioner Solon commented that it was an excellent plan. She remarked about adding dates and including the strategic initiatives.

Attorney Hall inquired about which Behavior Management Policy governs CUSR. Discussion ensued. There is a policy specifically for CUSR participants. Staff also noted that the Park District is the administrative agency and that CUSR staff follows its policies and procedures.

Commissioner Kuhl commented that she too believes that CUSR staff did a great job with the strategic plan.

Mr. Jones reported that CUSR was holding a Golf Outing on July 30th and invited the Commissioners to participate.

Comments from Commissioners

Commissioner Kuhl reported that members of Mr. Wackerlin's family visited Sholem Aquatic Center and commented on the great work of staff.

Commissioner Solon reported that out of town family attended the Streetfest and was favorably impressed with the event.

Mr. Crump reported that the health department inspected the mechanical system at Sholem Aquatic Center and rated it as one of the best in the area.

Commissioner Kuhl commented that Hessel Park playground project looks great.

Executive Session

Commissioner Griggs moved as set forth below to convene into Executive Session. The motion was seconded by Commissioner Solon. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Griggs – yes; Vice President Hays – yes; President McMahon – yes; and Commissioner Kuhl – yes. The Board convened into Executive Session under the Illinois Open Meeting Act, specifically 5 ILCS 120/2(c)(5) for the purchase or lease of real property for the use of the public body and (c)(6) for the setting of a price for sale or lease of property owned by the public body.

Return to Special Meeting

Following the adjournment of the Executive Session, the Board reconvened in open meeting.

There being no further business to come before the Board, Vice President Hays made a motion to adjourn the meeting. The motion was seconded by Commissioner Solon. The motion passed 5-0 and the meeting was adjourned at 6:54 p.m.

Timothy P. McMahon, President	Cindy Harvey, Secretary	

CHAMPAIGN PARK DISTRICT MINUTES OF THE REGULAR BOARD MEETING BOARD OF PARK COMMISSIONERS

July 13, 2016

The Champaign Park District Board of Commissioners held a Regular Board meeting on Wednesday, July 13, 2016 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President McMahon presided over the meeting.

Present: President Timothy P. McMahon, Commissioners Alvin S. Griggs, Barbara J. Kuhl, and Jane L. Solon, and Attorney Guy Hall.

Absent: Vice President Craig Hays and Treasurer Gary Wackerlin.

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Kevin Crump, Director of Operations and Planning, Jameel Jones, Director of Recreation, Steven Bentz, Director of the Virginia Theatre, and Tammy Hoggatt, and Director of Human Resources, Information Technology and Risk.

Call to Order

President McMahon called the meeting to order at 7:00 p.m.

Comments from the Public

There were no comments from the public.

Communications

President McMahon circulated the communications.

Treasurer's Report

Commissioner Solon made a motion to accept the Treasurer's Report for the month of June 2016. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Executive Director's Report

Volunteer of the Month

Mr. Bentz reported that the Volunteer of the Month for June is Kevin Warner. He was chosen for his volunteer efforts at the Virginia Theatre. He was presented with a certificate and gift bag. The Board thanked Mr. Warner for his efforts.

Claudia Christy, Special Events and Volunteer Coordinator, announced that that this was her last Board as she will be relocating to Minnesota. She stated that she is sad to be leaving and has had a wonderful experience at the Park District.

Project Updates

Mr. DeLuce reported that the Heritage Park project team is making progress. He also reported that the Operations Expansion and Shop project team reviewed RFPs received from architects and narrowed the list to consider to three. The architects will make presentations to the Board at the August meeting.

General Announcements

Mr. DeLuce distributed to the Board copies of the new strategic plan, 2015-16 performance measurement report, results of an employee feedback survey, and the 2016 park report card survey. Commissioner Kuhl suggested that the employee feedback survey be added to a future agenda for Board discussion since it was a Board objective for staff.

Committee and Liaison Reports

Champaign Parks Foundation

Mr. DeLuce reported that newly appointed Board member Amanda Porterfield stepped down as a member due to other commitments and her residential relocation out of state. He also reported that a possible concert fundraiser is being planned at the City Center for March 2017.

Report of Officers

Attorney's Report

None.

President's Report

President McMahon reminded the Board of the Special meeting on July 25, 2016. He reminded the Commissioners to fill out their questionnaires.

Consent Agenda

President McMahon stated that all items on the Consent Agenda are considered routine and shall be acted upon by one motion. If discussion is desired, that item shall be removed and discussed separately.

- 1. Approval of Minutes of the Public Hearing and Regular Board Meeting, June 8, 2016
- 2. Approval of Minutes of the Executive Session, June 8, 2017
- 3. Policies
 - a. Drug Free Workplace Policy
 - b. Communicable Disease Policy
 - c. Scholarship Policy
 - d. Illinois Identity Protection Act Policy and Procedures
 - e. Smoke Free Illinois Policy
 - f. Distinction between Board Policies and Administrative Procedures
 - g. Prospective Board Candidate and Packet Policy
 - h. Bond Rating Policy
 - i. Payment of Bills Policy
 - j. Economizing Purchases and Resources Policy

Commissioner Griggs made a motion to approve the consent agenda. The motion was seconded by Commissioner Kuhl. The motion passed 4-0.

New Business

Approval of Disbursements as of June 8, 2016

President McMahon reported that staff recommended approval of the list of disbursements for the period beginning June 8, 2016 and ending July 12, 2016.

Commissioner Solon suggested removing the invoice for reimbursement for a cellphone which she felt was contrary to Board policy approved in April. Staff stated that the policy did not prohibit this reimbursement. Discussion ensued. It was suggested that this policy be reviewed again by the Board.

Commissioner Kuhl made a motion to approve the list of disbursements for the period beginning June 8, 2016 and ending July 12, 2016 as presented. The motion was seconded by Commissioner Griggs. The motion passed 3-1 with Commissioner Solon opposed.

Approval of an Extension of Contract for Janitorial Services at the Dodds Tennis Center Mr. Jones presented the report. He reported that staff has been satisfied with the service provided by ESS Clean, Inc. and recommended Board approval of the one-year renewal option with ESS Clean, Inc. for Dodds Tennis Center janitorial service in 2016-17.

Commissioner Solon made a motion to approve the one-year renewal option with ESS Clean, Inc. for Dodds Tennis Center janitorial service in 2016-17. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Approval of Bid for Janitorial Services at the Virginia Theatre

Mr. Bentz presented the report. He reported that staff recommended that the Board accept the bid and authorize the Executive Director to enter into a contract with the lowest responsible bidder, ServiceMaster, Champaign, IL, at the hourly rate of \$20.15 to provide cleaning services at the Virginia Theatre for one year.

Commissioner Kuhl made a motion to approve the bid and authorize the Executive Director to enter into a contract with the responsible bidder, ServiceMaster, Champaign, IL, at the hourly rate of \$20.15 to provide cleaning services at the Virginia Theatre for one year. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Approval of Bid for Spalding Park Tennis Courts Refurbishment

Mr. DeLuce presented the report and answered questions. He reported that staff recommended that the Board accept the bid for the Spalding Park Tennis Courts Refurbishment Project, and authorize the Executive Director to enter into a contract with the sole and lowest responsible bidder, Harris-Barrier Corporation of Indianapolis, IN, in the amount of \$26,520.00.

Commissioner Kuhl made a motion to approve the bid for the Spalding Park Tennis Courts Refurbishment Project, and authorize the Executive Director to enter into a contract with Harris-Barrier Corporation of Indianapolis, IN, in the amount of \$26,520.00. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Approval of Bid for General Concrete

Mr. Crump presented the report. He reported that this was an annual project and that staff recommended accepting the lowest responsible bid from Mid-Illinois Concrete in the amount of \$30,600.00 and authorize the Executive Director to enter into a contract for this work. Discussion ensued. President McMahon suggested that Parkland Way be added to a future agenda for Board discussion.

Commissioner Solon made a motion to approve the lowest responsible bid from Mid-Illinois Concrete in the amount of \$30,600.00 for general concrete work and authorize the Executive Director to enter into the contract. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Approval of an Agreement with Depke Gases and Welding Supplies, Inc.

Mr. Crump presented the report. He reported that staff recommended approval of a five (5) year lease agreement for seventeen (17) cylinders with Depke Welding Supplies, in the amount of \$2,465.00, and authorize the Executive Director to execute said agreement.

Commissioner Solon made a motion to approve a five (5) year lease agreement for seventeen (17) cylinders with Depke Welding Supplies, in the amount of \$2,465.00, and authorize the Executive Director to execute said agreement. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Approval of an Agreement with Newberry's Leaders for Life Martial Arts

Mr. DeLuce requested that this item be tabled pending further revisions to the agreement. This item was tabled until the August 10, 2016 Board meeting.

Approval of a Resolution Authorizing the Destruction of Audio Recordings of Executive Sessions Commissioner Kuhl made a motion to approve a resolution authorizing the destruction of audio recordings of executive sessions listed in the resolution. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Old Business

None.

Discussion Items

FY16-17 Operating Budget

Mr. DeLuce reported regarding a meeting with President McMahon and Vice President Hays where he shared information in response to questions and concerns about the budget. There was discussion about the philosophy of moving forward on the budget and what is needed going forward with an operating budget that works for both staff and the Board. Mr. DeLuce reported that there was discussion about possibility setting aside more reserve for additional projects and items for the Park District. He stated that staff reviewed the budget and, at his direction, made cuts to line items, reducing the overall budget by \$500,000. Mr. DeLuce requested a future meeting with the Board to discuss the budget philosophy and process. He reviewed the proposed general, recreation and museum funds, as well as the surplus. Discussion ensued.

Commissioner Solon stated that she appreciated that fact that staff found ways to reduce and streamline the budget. She expressed concern about the proposed increase in certain lines items in the original budget. She favors the budget where cuts have been made. Commissioner Griggs stated that he favors the original budget presented. Commissioner Kuhl favors approving the original budget as presented. She also favors having a meeting in the future to discuss the budget process. President McMahon agrees that a special meeting to discuss the budget is needed to provide direction to staff. He stated that he appreciates the reductions in the budget made by staff. President McMahon stated he has a desire to maintain surplus to fund upcoming projects and he favors a tighter budget.

Ms. Wallace stated that the final numbers for the budget is need in order to move forward to prepare the budget in a timely manner.

Commissioner Kuhl suggested approving the original budget as presented with direction to staff that the Board would like to see them be conservative with numbers and strive toward achieving savings presented in the alternative. She stated that there has been a surplus annually. Commissioner Kuhl suggested that the Board and staff began the budget process for FY17-18 soon.

Mr. DeLuce reported that he has implemented a hiring freeze is and requiring staff to get preapproval for expenditures \$2,500 and over to reduce the budget. Discussion ensued.

President McMahon summarized that the Board has agreed to proceed with presenting the original budget book for approval. Staff will continue to work toward the goals of spending less to have the reserve funds for future projects. The budget will be evaluated as the year goes on.

Attorney Hall sought to clarify that the budget and appropriation ordinance and original budget will be presented for approval but with the direction to staff to move toward accomplishing the savings articulated in the alternative version. Ms. Wallace noted that the budget will be amended to include \$30,000 for credit card fees.

Comments from Commissioners

Commissioner Griggs asked for an update on the funds from the OSLAD grant for Douglass Park improvements. Mr. DeLuce stated that the Park District has not received notification that it will receive the funds. No additional information was provided about future grants.

Commissioner Kuhl stated that a resident shared with her the amount of discarded rubbish left in Hessel Park after weekend use. She reported that the resident stated that Park District staff arrives promptly to clean up the park. She commended the staff who do garbage pickup. Commissioner Kuhl stated that playground project is progressing.

President McMahon inquired about programs for Pokémon Go game. Mr. Jones updated the Board on other park districts expressing concerns about the problems the game has generated.

Executive Session

Commissioner Solon moved as set forth below to convene into Executive Session. The motion was seconded by Commissioner Griggs. The motion passed 4-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Griggs – yes; President McMahon – yes; and Commissioner Kuhl – yes. The Board convened into Executive Session under the Illinois Open Meeting Act, specifically 5 ILCS Par. 120/2(c)(2) collective negotiating matters involving the public body; (c)(5) for the purchase or lease of real property for the use of the public body; (c)(6) for the setting of a price for sale or lease of property owned by the public body; and (c)(21) for the discussion of minutes of meetings lawfully closed under this Act, whether for purpose of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Return to Regular Meeting

Adjourn

Following the adjournment of the Executive Session, the Board reconvened in open meeting.

Action Items from Executive Session

Approval to Make Available for Public Viewing Certain Executive Session Minutes
Commissioner Solon made a motion to make available a portion and/or entire minutes from Closed
Session meetings on November 14, 2012 (complete); January 7, 2013 (partial); March 12, 2014
(complete); May 27, 2015 (partial); November 12, 2015 (partial); January 13, 2016 (partial); January 25,
2016 (partial); March 2, 2016 (partial); March 9, 2016 (partial); and April 13, 2016 (partial for public
viewing, which were reviewed for that purpose. The motion was seconded by Commissioner Kuhl. The
motion passed 4-0.

There being no further business to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Commissioner Griggs. The motion passed 4-0 and the meeting was adjourned at 9:00 p.m. Timothy P. McMahon, President Cindy Harvey, Secretary



FROM: Joe DeLuce, Executive Director

DATE: August 3, 2016

SUBJECT: Distinguished Accreditation Program

Background

The Champaign Park District participates in the Illinois Distinguished Agency program sponsored by the Illinois Association of Park Districts and the Illinois Park and Recreation Association. The goal of the Illinois Distinguished Accreditation program is to improve the delivery of recreation services to the residents of Illinois through a voluntary comprehensive evaluation process. The desired result is to improve the quality of life for Illinois residents and to recognize those agencies that provide this quality service.

The Champaign Park District went through the initial accreditation in 1999 and was recognized as a distinguished agency from 2000 to 2005; recertified from 2006-2011; and recognized in the new accreditation process from 2012-2017. Now the Park District is involved in the accreditation process for 2017-2022.

The process to apply for accreditation requires an application and a long list of standards that need to be met in order to be approved. As part of this process the Park Commissioners will be asked to review and approve numerous policies that need to be revised, updated or created to meet the various standards.

Prior Board Action

The Board discussed the following policies at the July 27, 2016 Special meeting.

- Acknowledgement of Gifts and Donations Policy
- Distribution of Board Policy Manual
- Distribution of Employment Policies and Procedures Manual
- District Wide Comprehensive/Strategic Plan Policy
- Employment of Certified/Professionally Trained Staff
- Intergovernmental Cooperation Policy
- Media Policy
- Meeting Agenda Format Policy
- Overtime and Compensatory Time Policy
- Payment of Employee Wages Policy
- Program Evaluations Policy

Budget Impact

None.

Recommended Action

Staff recommend approval of the Board polices listed above.

Prepared by:

Reviewed by:

Cindy Harvey

Assistant to the Executive Director

Joe DeLuce, CPRP Executive Director

Acknowledgment of Gifts and Donations Policy

The purpose of this policy is to provide guidelines for recognizing gifts and donations.

The Park District may directly receive gifts and donations. All gifts and donations to the Champaign Parks Foundation shall be for the benefit of the Park District in accordance with the Foundation's Gift Acceptance and Disclosure Policies.

Scope

- 1. Acknowledgment of park amenities, such as trees and benches.
- 2. Acknowledgment of donated land, facilities or funds for land or facility construction.
- 3. Acknowledgment of donated funds for any Park District programs or endeavor.

<u>Procedure</u>

- 1. Acknowledgment of park amenities shall be recognized by installation of a plaque if requested by the donor, and included in the value of the amenity.
- 2. Acknowledgment of donated land or facilities or a majority of funds for land or facility construction shall be by installation of a plaque and may also be by naming the park or facility as suggested by the donor; provided that, park naming shall be in accordance with the Park Naming Policy.
- 3. Acknowledgment of all donated funds shall be by a thank you letter accompanied by tax identification information unless otherwise determined by the Board of Commissioners and the Champaign Parks Foundation Board of Directors. For example: Naming opportunities for renovation of the Virginia Theatre.

Approved by Board of Commissioners
Revised by Board of Commissioners
Revised by Board of Commissioners
Revised by Board of Commissioners
August 10, 2016

Timothy P. McMahon, President

December 2001
November 9, 2005
July 13, 2011
August 10, 2016

Joseph C. DeLuce, Executive Director

District Wide Comprehensive/Strategic Plan Policy

The Board of Commissioners (Board) shall adopt and maintain at all times either a current District Wide Comprehensive Plan or Strategic Plan. The Plan shall be developed based on Board, staff and citizen assessments of the Park District's current and future park, cultural art, facility, and recreational needs. The Plan shall include, but not be limited to, a community profile and trends assessment, citizen input, Park District profile, mission statement, goals, objectives, capital projects and financial analysis. The Plan shall be updated at least every five (5) years and shall be published on the Park District's website for public access.

Approved by Board of Commissioners Revised by Board of Commissioners Revised by Board of Commissioners	November 9, 2005 June 8, 2011 August 10, 2016
Timothy P. McMahon, President	Joseph C. DeLuce, Executive Director

Meeting Agenda Format Policy

The Executive Director shall be responsible for preparing the agenda for each meeting, in cooperation with the President of the Board of Commissioners. The final agenda with supporting documentation will be provided to the Board the Friday before the board meeting.

Agenda changes shall be made by formal request to the Executive Director, after conferring with the Board President; no additions may be made to the agenda less than forty-eight (48) hours before the Board meeting, except in cases of emergency.

Approved by Board of Commissioners

September 15, 2005

Revised by Board of Commissioners Revised by Board of Commissioners July 13, 2011 August 10, 2016

Timothy P. McMahon, President

Distribution of Board Material Policy

Board of Commissioners meeting material shall be mailed, emailed or delivered to Board members the Friday before the Board meeting to allow time for study of items on the agenda.

The material shall include the minutes of previous meetings, the agenda for the coming meeting, and reports and proposals that will need advance study.

Upon request, local news media representatives and citizens may also obtain copies of Board materials from the Executive Director's office.

Approved by Board of Commissioners

September 14, 2005

Revised by Board of Commissioners

July 13, 2011

Revised by Board of Commissioners

August 10, 2016

Timothy P. McMahon, President

Employment of Certified/Professionally Trained Staff Policy

It shall be the policy of the Board of Commissioners of the Park District that employee and staff recruitment be undertaken in accordance with appropriate guidelines that comply with all federal, state and Park District requirements. The Board encourages the hiring of management and supervisory staff that are certified or professionally trained for their respective positions as recognized by standard professional associations in that field of work.

Approved by Board of Commissioners
Revised by Board of Commissioners
Revised by Board of Commissioners
Revised by Board of Commissioners
August 10, 2016

Timothy P. McMahon, President

Intergovernmental Cooperation Policy

Intergovernmental Cooperation

In order to promote and enhance efficient use of tax dollars and effective delivery of park, facility and recreation services, the Board of Commissioners and staff shall strive to develop intergovernmental cooperation agreements with local, state and federal government agencies.

Lending of Equipment

Lending and borrowing of equipment are common among governmental entities such as park districts, cities and school districts. The Administrative staff will be empowered to both lend and/or borrow equipment when it is deemed necessary by Administrative staff and approved by the Executive Director. The Administrative staff and Executive Director are similarly empowered to establish fair and equitable charges for lending specialized pieces of equipment and authorized to lend such equipment without charging the requesting governmental entity, which in turn, should reciprocate on a like basis at a later date.

Approved by Board of Commissioners
Revised by Board of Commissioners
Revised by Board of Commissioners
August 10, 2016

November 9, 2005
July 13, 2011
August 10, 2016

Timothy P. McMahon, President

Media Policy

The Park District seeks to establish and maintain a high level of public confidence and support in the conduct of its activities. Providing clear communications through the media is essential for sharing information with citizens. Long term success requires the Park District to provide complete, accurate, and timely information to the public through the media. The Park District believes that the best communication occurs when staff is well-trained and encouraged to openly respond to appropriate media inquiries.

The Executive Director is the official spokesperson for the Park District. In the absence of the Executive Director, the spokesperson shall be the President of the Board of Commissioners or the Director of Marketing and Communications. In the event a media representative communicates with other staff, they are to respond as follow: "I'm sorry but I am not the best person to answer that question. You may want to speak with the Park District's Executive Director, President of the Board of Commissioners or Director of Marketing and Communications".

Approved by Board of Commissioners Revised by Board of Commissioners	June 8, 2011 August 10, 2016	
Timothy P. McMahon, President	Joseph C. DeLuce, Executive Director	_

Overtime and Compensatory Time Policy

The Park District compensates all employees in accordance with the Fair Labor Standards Act (FLSA). In calculating overtime, the Park District exceeds the FLSA requirements.

Definitions:

Exempt Employee - An employee to whom the overtime provisions of FLSA do not apply.

Non-Exempt Employee - An employee subject to the overtime provisions of FLSA.

Workweek - The workweek begins at 12:01 am Monday and ends at 12:00 midnight the following Sunday.

Eligibility:

Non-exempt employees are entitled to overtime compensation or compensatory time off at the rate of one and one-half times their established pay rate for work in excess of 40 hours in a single workweek. The FLSA does not require leaves of absence such as vacation leave or sick leave to be considered as hours worked for overtime purposes. Exempt employees are not eligible for overtime pay.

Overtime Obligations and Approval

Because of the nature of parks and recreation occupations and the public services to be rendered, employees may be required to work more than a number of standard hours per workweek. Depending on the Park District's work needs, employees may be required to work overtime. Employees are required to work overtime when necessary, and any employee's unwillingness or refusal to do so may be cause for disciplinary action, up to and including termination.

For all non-exempt employees, prior approval of the employee's immediate supervisor is required before any non-exempt employee works overtime. Employees working overtime without approval may be subject to disciplinary action.

Approved by Board of Commissioners Revised by Board of Commissioners	February 9, 2011 August 10, 2016	
Timothy P. McMahon, President	Joseph C. DeLuce, Executive Director	

Payment of Employee Wages Policy

It shall be the policy of the Board of Commissioners (Board) to compensate Park District employees with fair and competitive wages on a timely basis. The Executive Director shall prepare for the Board's consideration and action an annual guideline of wage and salary ranges from which the Board shall make such determination and appropriation. Salary ranges for full-time employees shall be reviewed every two years.

Approved by Board of Commissioners
Revised by Board of Commissioners
Approved by Board of Commissioners
October 13, 1999
September 14, 2005
July 13, 2011
August 10, 2016

Timothy P. McMahon, President

Program Evaluations Policy

In order to fulfill the Park District's purpose of providing quality programs, activities, and events for the community, the recreation department will conduct written program evaluations for all programs, activities and events.

Staff will seek and receive input from participants and/or parents of all programs, activities, and events through evaluations. Each program coordinator will add their comments and suggestions to the evaluations. The evaluations will be reviewed by the supervising program manager and forwarded to the Director of Recreation.

All program evaluations are to be submitted to the Director of Recreation at the end of each program brochure period (fall, winter/spring and summer). The evaluations must be submitted within two weeks of the end of each program brochure period and summarized in each period report.

Approved by Board of Commissioners
Revised by Board of Commissioners
August 11, 1999
November 9, 2005
June 8, 2011
August 10, 2016

Timothy P. McMahon, President

Joseph C. DeLuce, Executive Director



FROM:

Joe DeLuce, Executive Director

DATE:

August 1, 2016

SUBJECT: Sealcoating and Line-Striping Bid

Background

The Park District advertised and solicited bids from potential contractors for crack filling. sealcoating, and line-striping at various locations throughout the District. This is a routine maintenance practice for asphalt drives, parking lots, and courts. This year's sites include: Operations employee parking, LRC (lines only), Sunset Ridge (lines only), Sholem Aquatic Center, Prairie Farm east lot, Dodds 4-plex, and Hays Center.

Prior Board Action

The Board approved the FY16-17 Capital plan at the March 9, 2016 Regular Board meeting.

Bid Results

An invitation to bid was published in The News-Gazette. The bids were opened and read aloud on July 28, 2016. The results are as follows:

Contractor	Total Bid
Dunn Company; Decatur, Illinois	\$30,759.00
County Asphalt Company Inc.; Urbana, Illinois	\$41,821.15
Royal Sealcoating Service; Gifford, Illinois	\$44,381.00

Budget Impact

\$42,000.00 has been budgeted in the FY16/17 Capital plan for sealcoating and line-striping (Project #17RM09).

Recommended Action

Staff recommends awarding the bid to the lowest responsible bidder, Dunn Company, Decatur IL, at the bid price of \$30,759.00 and authorize the Executive Director to enter into a contract for the work.

Prepared by:

Reviewed by:

Bret Johnson

Grounds & Maintenance Supervisor

Kevin Crump

Director of Operations & Planning



FROM:

Joe DeLuce, Executive Director

DATE:

August 1, 2016

SUBJECT: Douglass Community Center Gymnasium Floor Replacement

Background

Staff has requested bids for a new synthetic flooring to be placed directly over the top of the existing gym floor. The existing floor was resurfaced with a sheet of vinyl material in the fall of 1991. The specified floor is a synthetic, 10" x 10" interlocking tile with a rubber membrane underlayment, photo attached. Game lines will consist of: 3-basketball, 1-volleyball, and 3pickleball courts.

Prior Board Action

The Board approved the FY16-17 Capital Plan at the March 9, 2016 Regular Board meeting.

Bid Results

An invitation to bid was published in The News-Gazette. The bids were opened and read aloud on July 28, 2016. The results are as follows:

Bidder	Total Bid
Sport Court Midwest, Elmhurst, IL	\$69,375
Dynamic Sports Construction, Leander, Texas	\$79,180
Mateflex, Utica, NY	Did not meet specifications

Budget Impact

\$77,000 has been budgeted in the FY16/17 Capital Plan for the replacement of the Douglass Community Center gym floor (Project #170008).

Recommended Action

Staff recommends awarding the bid to the lowest responsible bidder that meets all specifications, Sport Court Midwest, Elmhurst, IL, at the bid price of \$69,375, and authorize the Executive Director to enter into a contract for the work.

Prepared by:

Reviewed by:

Bret Johnson

Grounds & Maintenance Supervisor

Kevin Crump Director of Operations & Planning





FROM: Joe DeLuce, Executive Director

DATE: July 20, 2016

SUBJECT: Agreement for Cleaning Services at the Douglass Annex & Community

Center

Background

The Park District, through the bid process, entered into an agreement with JMC Serve, Inc. dba ServiceMaster Janitorial Cleaning (ServiceMaster) for cleaning services for the Douglass Annex and Community Center. The term of the contract was for two years with the option to review for one additional year. Staff contacted ServiceMaster about extending the agreement for an additional year. ServiceMaster confirmed its interest in renewing the agreement for the optional one year.

Prior Board Action

At the September 10, 2014 Regular Board Meeting, the Board authorized the Executive Director to enter the Champaign Park District into a contract with JMC Serve, Inc. for janitorial cleaning services in the bid amount of \$32,002.00 for a two (2) year period with the option to renew for one (1) additional year for the Douglass Annex and Douglass Community Center.

Budget Impact

\$31,320 has been allocated in the FY16-17 budget for cleaning services for the Douglass Annex and Community Center.

Recommended Action

Staff recommends Board approval to enter into an agreement with ServiceMaster Janitorial Cleaning to provide cleaning services at the Douglass Annex and Community Center for one (1) year in the amount of \$32,002.00 and authorization for the Executive Director to execute the agreement. The agreement will begin October 1, 2016 and expire September 30, 2017.

Prepared by: Reviewed by:

Jameel Jones Joe DeLuce, CPRP Director of Recreation Executive Director



FROM:

Joe DeLuce, Executive Director

DATE:

July 20, 2016

SUBJECT: Agreement with Central Illinois Taekwondo, Inc. dba Leaders For Life Martial Arts

Background

Champaign-Urbana Special Recreation (CUSR) has been working with Leader for Life Martial Arts since September of 2012. The goals for this program are as follows: to increase concentration and balance, and improve coordination, gross motor skills, endurance, flexibility and balance. It will also focus on self-defense and increasing self-confidence.

Prior Board Action

The Board approved a two year agreement with Leaders for Life Martial Arts in September 2012 and August of 2014.

Budget Impact

The amount of revenue received depends on number of participants enrolled.

Recommended Action

Staff recommends authorizing the Execute Director to execute an agreement with Leaders for Life Martial Arts for a two-year period.

Prepared by:

Reviewed by:

Jessica DeYoung

Champaign-Urbana Special Recreation Manager

Jameel Jones

Director of Recreation

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement is made and entered into effective this 1st day of August, 2016 by the **Champaign Park District**, an Illinois municipal corporation, whose principal address is 706 Kenwood Road, Champaign, Illinois 61821 (hereinafter referred to as "**Park District**") and Central Illinois Taekwondo, Inc. doing business as **Leaders for Life Martial Arts**, an Illinois corporation, whose principal address is 2413 Village Green Place, Champaign, Illinois 61822 (hereinafter referred to as "Leaders for Life").

RECITALS

WHEREAS, Park District is a municipal corporation which owns the Hays Recreation Center;

WHEREAS, Leaders for Life is an agency with experienced instructors and possessing equipment used to teach Martial Arts to children and adults; and

WHEREAS, Park District and Leaders for Life desire to enter into a contract whereby Leaders for Life will provide services to Park District as an independent contractor through trained and qualified instructor(s) who shall teach Martial Arts to children enrolled in the Champaign – Urbana Special Recreation (CUSR) program.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein set forth, the receipt and sufficiency of which are hereby acknowledged, Park District and Leaders for Life agree as follows:

- 1. PROFESSIONAL SERVICES: Leaders for Life shall provide trained and qualified instructor(s), equipment and related services. It shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment, and is solely responsible for the conduct of its employees and agents. Leaders for Life acknowledges and agrees that it will devote such time as is necessary to produce the contracted for results. The services of Leaders for Life shall, include without limitation, the following:
 - a. Provide trained and qualified instructor(s) for each class session.
 - b. Provide participants with Martial Arts specifically Taekwondo certification at the level earned.
 - Provide information to participants on how to purchase uniforms and apply for belt tests.
 - d. Inform the CUSR Youth and Teen Coordinator by prompt telephone call when class(es) have been rescheduled or canceled so that the Coordinator can then contact class members.
 - e. Provide brochure information describing upcoming classes offered by the **Park District's** deadline.
 - f. At all times deal with customers and patrons of the **Park District** in a professional and courteous manner.
 - g. Exercise appropriate good judgment in dealing with **Park District** safety policies and requirements, including without limitation, adherence to Occupational Safety and Health Administration (OSHA) regulations and other pertinent federal, state and local laws, regulations, and ordinances.

- h. Understand that there is a minimum requirement of six (6) students per session or class will be canceled.
- Provide an evaluation of the class to the CUSR Youth and Teen Coordinator after each session. Evaluations shall include the overall success of the class along with successes of individual students and any concerns expressed.
- j. Provide marketing materials for inclusion within the CUSR season brochure, as requested by Park District staff, which meets publication printing timelines. For Fall season, information will be provided by the end of June; for Winter/Spring season information will be provided by the end of October; and for the Summer season information will be provided by the end of February. CUSR staff will initiate requests for such information.

Park District shall provide **Leaders for Life** with such facilities and support staff as may be necessary for it to carry out its responsibilities hereunder.

Park District shall register students and collect fees.

Park District shall promote the classes in the CUSR Program Brochure(s).

- 2. <u>TIMING OF PERFORMANCE OF SERVICES</u>. Leaders for Life shall offer classes at the times both parties find suitable and have space available.
- 3. <u>WORK LOCATION</u>. All work performed by **Leaders for Life** hereunder shall take place in the Leaders for Life Academy location or within a **Park District** facility as mutually agreed upon by the Parties.
- 4. COMPENSATION. As consideration for the services rendered by Leaders for Life pursuant to this Agreement, Park District shall pay Leaders for Life 60% of paid enrollment minus the direct costs involved with staffing and site supervision (\$10.00 per hour times number of staff needed) through a purchase order approved at the monthly Board of Commissioners meetings on the second Wednesday of each month. Park District will undertake no withholdings for taxes, social security benefits or any other obligations of any kind or character whatsoever, as the relationship between the parties is one of independent contractors. Leaders for Life shall be responsible for all withholdings and reporting of wages and income to the federal and state authorities. Leaders for Life acknowledges and agrees that neither it nor any of its employees is entitled to any benefits or protections afforded employees of Park District. Leaders for Life shall not hold itself out as an employee or agent of Park District to members of the public, and further acknowledges that it will be responsible for paying any unemployment insurance and workers compensation insurance on behalf of its employees. Leaders for Life shall be solely responsible for its employees' or agents' actions or omissions in performing the work or services to be provided pursuant to the terms of this Agreement. Leaders for Life shall provide Park District with a Federal Employer Identification Number (FEIN) and social security number for any individual receiving payment. Park District shall issue a form 1099 or other required documentation to Leaders for Life reflecting compensation paid pursuant to the terms of this Agreement.
- 5. <u>TERM AND TERMINATION</u>. The term of this Agreement shall be from **September 1, 2016** to **August 31, 2018**, subject to the following termination provisions. It is mutually agreed upon by the parties that this Agreement may be terminated at any time without notice upon the express written consent of both of the Parties to this Agreement.

This Agreement may be terminated by either Party for "cause" by giving fifteen (15) days' written notice to the other Party of such intention to terminate the Agreement. For the purposes of this paragraph, "termination for cause" is defined as termination for an intentional or a willful violation of any of the provisions of this Agreement by a Party. The Party seeking to terminate this Agreement for cause must

specify in writing to the other Party the nature of the "cause" resulting in termination. Furthermore, this Agreement may be terminated "without cause" by either Party giving the other at least sixty (60) days' written notice of the intended termination date.

- 6. <u>COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS</u>. Park District and Leaders for Life shall comply with all applicable federal, state and local statutes, rules, regulations, ordinances and licenses regarding the performance and carrying out the terms of this Agreement.
- 7. <u>EQUIPMENT AND EXPENSES</u>. Leaders for Life shall be responsible for all expenses, including, without limitation, the provision of equipment and materials related to carrying out this Agreement unless otherwise stated herein.
- INSURANCE. Leaders for Life shall keep in full force and effect at all times during the term of this Agreement the following insurance coverages; comprehensive general liability insurance. including contractual liability coverage, with minimum limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate; property damage insurance; full worker's compensation insurance equal to the statutory amount required; and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000.00). All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best & Co. and satisfactory to Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the Park District no later than seven (7) days prior to the commencement date of this Agreement. All insurance coverage provided by Leaders for Life shall be primary coverage as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Leaders for Life insurance and shall not contribute with it. Park District, its commissioners, officers, employees. agents, representatives and volunteers shall be covered and named as additional insureds under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's. Such coverage shall be evidenced by satisfactory certificates, including applicable extensions and/or riders. The policy and/or coverage shall also contain a "contractual liability" clause. Said insurance policies shall not be canceled or amended without thirty (30) days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.
- 9. <u>INDEMNIFICATION</u>. Leaders for Life shall indemnify, save, defend, and hold harmless Park District, including its commissioners, officers, employees, agents, representatives, and volunteers, (hereinafter collectively referred to as "Park District") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, cost and expenses (including reasonable attorney and paralegal fees) for which Park District may become obligated or alleged to be liable by reason of any accident, bodily injury or death of persons, civil or constitutional rights violation, or loss or damage to property, arising directly or indirectly in connection with, under, or as a result of this Agreement.
- 10. <u>REPRESENTATIONS AND WARRANTIES</u>. Leaders for Life represents and warrants that it has the skills and knowledge necessary to perform the terms of this Agreement in a safe, proper, efficient, thorough and satisfactory manner and understands that **Park District** is relying on such representation in contracting with it.
- **11.** ASSIGNMENT. This Agreement shall not be assigned or delegated by either Party to any subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of the other Party which shall not be unreasonably withheld. In the event **Park District** permits the assignment of the services provided for hereunder at any one or more times, such assignment shall not be deemed permission to assign the performance of this Agreement at any other time or times.
- 12. <u>APPLICABLE LAW AND VENUE</u>. The Parties agree that the laws of the State of Illinois shall govern the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

- 13. <u>MISCELLANEOUS</u>. If Park District and Leaders for Life determine that another instructor is required, Leaders for Life will provide such instructor at no cost to Park District.
- 14. <u>SEVERABILITY</u>. In the event one or more of the provisions contained in this Agreement shall be determined by court of law having appropriate jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement and the validity, legality or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in effect.
- **MAIVER**. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall a failure to insist upon strict compliance with any right or power at any one time or times be deemed a waiver or relinquishment of any such term, covenant, condition or right or power at any other time or times.
- **16. COUNTERPARTS**. This Agreement shall be executed in any number of counterparts, each of which shall be deemed to be an original.
- 17. <u>NOTICE</u>. All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given on the date and at the time they are sent by certified mail, return receipt requested, to the respective Party at the addresses set forth below, or at such other place address as the Parties shall provide to each other in writing. In addition, any such notice shall be contemporaneously sent by the first class regular U.S. Mail.

CHAMPAIGN PARK DISTRICT Attention: Mr. Joseph DeLuce Executive Director 706 Kenwood Road Champaign, IL 61821

Leaders for Life Martial Arts Christina Newberry President 2413 Village Green Place Champaign, IL 61822

- **18. TIME OF THE ESSENCE**. Time is of the essence of this Agreement. It shall be binding upon the personal representatives, successors and permitted assigns of the Parties hereto.
- 19. ENTIRE AGREEMENT AND AMENDMENT. This Agreement and any terms or specifications attached hereto or otherwise referred to herein constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection herewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties and dated after the date hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

CHAMPAIGN PARK DISTRICT, A municipal Corporation	Central Illinois Taekwondo, Inc. an Illinois Corporation, d/b/a Leaders for Life Martial Arts,
By: Joseph DeLuce, Executive Director	By: Christina Newberry, President
Attest:	
By: Cindy Harvey, Board Secretary	



FROM:

Joe DeLuce, Executive Director

DATE:

August 2, 2016

SUBJECT:

Public Art League Agreement

Background

The Park District has partnered with the Public Art League (PAL) for display of artwork in the parks since August 2010. Each agreement since has been three years in duration, and has benefited both the Park District and PAL.

The partnership has been a win-win for the Park District and PAL over the years as we have worked on a variety of sculptures in various parks. PAL has installed over 50 sculptures in Champaign-Urbana over the past six years.

Prior Board Action

Three year agreements were approved in 2010 (initially) and renewed in 2013.

Budget Impact

The FY17 budget includes \$3,000.00 for sculptures. Future budgets will reflect \$3,000.00 annually.

Recommended Action

Staff recommends entering into this agreement with PAL for the stated three year period.

Prepared by:

Reviewed by:

Kevin Crump, CPRP Director of Operations & Planning

Joe DeLuce, CPRP Executive Director

AGREEMENT FOR TEMPORARY DISPLAY OF ARTWORK

This is an AGREEMENT FOR TEMPORARY DISPLAY OF ARTWORK Agreement for Temporary Display of Artwork, (hereafter called, "Agreement") made and entered into this AUGUST August 14, 201613 by and between the CHAMPAIGN PARK DISTRICT, a municipal corporation of the State of Illinois, located at 706 Kenwood Road, IL 61820 (hereafter called, the "DISTRICT"), and the PUBLIC ART LEAGUE, an Illinois non-profit corporation (hereafter called, "PAL"), located at 201 S. State Street, Champaign, IL 61820.

WITNESSETH:

WHEREAS, the PAL seeks to improve the community aesthetic for public art and serve as a broker/dealer for the lease or sale of public ARTWORK artwork and the DISTRICT for the purpose of leasing and/or selling the ARTWORK artwork; and

WHEREAS, the DISTRICT wishes to display <u>artwork ARTWORK</u> temporarily in certain public parks, Greenways greenways and Minimini Pparks and,

NewNOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the partiesParties, it is hereby agreed by and between the parties Parties as follows:

1. RECITALS

1.1 The foregoing recitals are incorporated into and made a part of this AGREEMENT FOR THE TEMPORARY DISPLAY OF ARTWORK, and the parties acknowledge and agree that such recitals are true and correct Agreement.

2. TERM

- 2.1 The PAL and the DISTRICT hereby agree to shall collaborate for a period of three

 (3) years pursuant to this Agreement on a program to obtain and temporarily display ARTWORK artwork for outdoor placement in certain parks in the DISTRICT for a period of three (3) years upon the terms herein provided.
- 2.2 The DISTRICT and PALPAL and DISTRICT agreeacknowledge that no individual separate artwork lease term period between PAL and an artist shall have a term will last longer than twenty-four (24) months, unless thean extension or renewal of the lease is mutually agreed upon by DISTRICT and PAL. The period of ARTWORKartwork installation, display, and removal shall be in accordance with a lease agreement entered into by PAL and the ARTIST, subject to DISTRICT approval. The DISTRICT and PAL agree that no lease period will last longer than twenty-four (24) months unless the renewal of the lease is mutually agreed upon by both parties.

3. PAL RESPONSIBILITIES

- 3.1 __The PAL will-shall identify potential artworkARTWORK by conducting an open call to artists who are willing to lease their work and/or offer their work for sale.
- 3.2 The-PAL will-shall establish and oversee a jury-panel to review examine artists' submissions works that are entered into a competition for the purpose of being given the opportunity to exhibit the artwork ARTWORK in a designated park. PAL shall select entries for submitting recommendation to the Champaign Park District

<u>DISTRICT</u>—for placement pursuant to this Agreement. In submitting an entryTogether with recommending a work to the DistrictDISTRICT, theeach entry shall be transmitted include with an installation and maintenance plan for the artwork. The plan shall include the following:

- 1. Proposed locations;
- 2. Site preparation requirements;
- 3. Installation and de-installationremoval requirements along with a designation of which person or entity, such as the DISRICT, PAL, the ARTIST, an outside sponsor or contractor, will undertake such action the activities required for installation and de-installation;
- 4. Any proposed <u>protective</u> barrier or signage in addition to the identification plaque provided by PAL;
- 5. Maintenance requirements; and
- 6. Proposed lease with the ARTISTartist.
- 3.3 If an entryan artwork is accepted by the DISTRICT for display, PAL will-shall enter into a lease with the ARTIST artist which will include the legal authority for PAL to additionally consent to placement in the DISTRICT's Park and other provisions terms and conditions as required by this pursuant to this Agreement.
- 3.4 The PAL will shall also endeavor to sell the artworkARTWORK to interested parties while on display, but the DISTRICT shall have no such responsibility in this regard. The PAL will shall provide and install an identification plaque next to the artworkARTWORK, prepared and designed by the PAL containing a credit to the ARTIST artist as well as any terminology required by DISTRICT required language according to the DISTRICT'S standard.
- 3.5 The PAL will shall be responsible for compensating the ARTIST artist in accordance with the lease agreement between PAL and the ARTIST artist.

4. DISTRICT RESPONSIBILITIES

- 4.1 The DISTRICT will reviewshall examine the entries submitted by PAL and, in consultation with PAL, agree upon a park location and on-an installation and maintenance plan,: including the location. The provided that, DISTRICT may determine, in its sole discretion, to reject the any entry for placement and will take into account, among other factors, public safety, work demands for installation or maintenance, appropriateness of the location, and such other factors as it determines relevant installation within its sole discretion.
- 4.2 After In the event a plan is agreed to upon by the DISTRICT and PAL, and a lease signed is executed by the ARTISTartist, with a copy provided to the DISTRICT, a license agreement incorporating the plan and lease will be approved by the DISTRICT and signed by PAL. The artwork ARTWORK shall be installed in accordance with the terms of the plan.
- 4.3 If the DISTRICT determines, in its sole discretion, that at any time during the scheduled term of display, that it no longer wishes to display the artwork ARTWORK in a park, it shall notify PAL of its decision and PAL shall arrange for de installation for its removal within a reasonable time not to exceed thirty (30) days and in accordance with the approved plan.

5. DISPLAY OF ARTWORK, BARRIER AND SIGNAGE:

5.1 <u>DISPLAY OF ARTWORK:</u> During the period of the <u>DISTRICT'S</u> display of the <u>ARTWORK artwork</u>, the <u>DISTRICT it</u> shall make the <u>ARTWORK be</u> available for viewing by the public without charge <u>of any kind or character</u>. The <u>DISTRICT shall not charge any admission fee or similar fee as a condition of viewing the ARTWORK.</u>

5.2 BARRIER AND SIGNAGE:

- a. At all times while the artwork ARTWORK is on display, the DISTRICT may install such physical barriers as the DISTRICTit, in its sole discretion from time to time, deems appropriate; in an attempt to satisfy any concerns for public safety or unauthorized climbing or touching the ARTWORK provided, however, that, the DISTRICT does not warrant or guarantee in any manner that unauthorized touching or climbing on the ARTWORK artwork, or breakage will not occur. Additionally, the DISTRICT may post signage as the DISTRICT, in its determines in its sole discretion determines to be appropriate, indicating that climbing or touching the artwork ARTWORK is prohibited if necessary.
 - b. At times while the <u>artwork</u>ARTWORK is on display pursuant to the terms hereof, the PAL will post an identification plaque next to the <u>artwork</u>ARTWORK, prepared and designed by the PAL and to <u>according to</u> <u>DISTRICT</u> standards, identifying the ARTIST <u>artist</u> and title of the <u>artwork</u>ARTWORK.

6. RISK OF LOSS

6.1 The parties agree acknowledge that the respective ARTISTartists shall bear all risk of loss or damage to any artwork. ARTWORK including, but not limited towithout limitation, theft, vandalism, or any other act or omission by a third party, and damage caused by acts of god, war, or natural conditions/disasters, including, but not limited towithout limitationsuch as, floods, hurrieanesstorms, tornadoes, lightning, and any loss occurring during the storage, transportation, delivery, installation, de-installation, and or removal of the artwork, regardless of the circumstances under whichwhere such loss occurs.

7. INSURANCE:

7.1 OPTIONAL INSURANCE: The DISTRICT and PAL agree—acknowledge that neither party Party will beis required to obtain insurance for the value (sale price) of the any ARTWORK artwork in the event of concerning any damage, destruction, or loss of any kind or character whatsoever or theft of the ARTWORK artwork in whatever form or manner that may occur. The DISTRICT and PAL agree acknowledge that the ARTISTartist may provide acquire insurance against the coverage for any risk of loss, theft or damage to the artwork ARTWORK.

8. HOLD HARMLESS:

8.1 HOLD HARMLESS: The PAL shall indemnify, defend and hold harmless the DISTRICT and any of its commissioners, directors, officers, employees, agents, and representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the DISTRICT that arises solely from an act,

failure or omission on the part of the PAL, or any of its directors, officers, employees, agents and representatives in carrying out the terms of this Agreement. Such Any lease shall provide that District and its commissioners, officers, employees, agents, representatives and volunteers are express third party beneficiaries and shall be covered under a properly extended and endorsed certificate or rider so covering District and its commissioners, officers, employees, agents, representatives and volunteers.

- The PAL agrees toshall include in its leases with the any ARTIST artist a provision by which the ARTIST artist agrees to shall indemnify, defend and hold harmless the DISTRICT and any of its directorscommissioners, officers, employees, agents, and representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the-DISTRICT that arises solely-from any act, failure or omission on the part of the ARTISTartist, or any of ARTIST'S artist's employees, agents and representatives resulting from the installation, deinstallationremoval, or display of the ARTWORK artwork or as a result of the duties and obligations as required by this AGREEMENTA greement. Any lease or other agreement between PAL and an artist or other third party shall provide that DISTRICT and its commissioners, officers, employees, agents, representatives and volunteers are express third-party beneficiaries and shall be covered under ainsurance policies, including properly extended and endorsed certificates or riders.
- 8.23 HOLD HARMLESS: The DISTRICT shall indemnify, defend and hold harmless the PAL and any of its directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the PAL that arises solely from an act, failure or omission on the part of the DISTRICT, or any of its directorscommissioners, officers, employees, agents, and representatives and volunteers in carrying out the terms of this Agreement.
- 8.3 This condition shall survive the termination or expiration of this AGREEMENTAgreement.

9. MAINTENANCE AND REPAIRS:

The DISTRICT recognizes and agrees Parties acknowledge that neither of them it will not intentionally alter, modify or change the any ARTWORK artwork displayed at a park.

10. DEFAULT:

In the event that either Party fails to comply with the terms of this Agreement, and cure such default within seven (7) days after written notice from the other Party, then the non-defaulting Party shall have the right to terminate this Agreement by further written notice. Any such termination shall not terminate or affect the obligations or rights to enforce the same as they may have accrued prior to such termination. The non-defaulting Party shall have the right to obtain all available remedies occurring as a result of such default, whether in law, equity or both.

1011. TERMINATION:

-Either party Party may terminate this AGREEMENT Agreement upon notice given as provided below. The parties shall meet and agree concerning the effect of termination on ARTWORK currently installed on City right of way. If the parties Parties are unable to agree, the ARTWORK artwork shall be maintained on the right of way in accordance with the previously agreed plan.—Notice of termination of this AGREEMENT Agreement shall be given to the non-terminating party in writing not less than thirty (30) days prior to the effective date of termination. The Parties shall confer in good faith concerning the effect of termination on artwork currently installed.

1112. MISCELLANEOUS:

1112.1 ENTIRETY OF AGREEMENT: This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of the AGREEMENT shall be valid unless made in writing and signed by both parties hereto.

1112.2 CAPTIONS:

-The captions of each paragraph and headings hereof are added as a matter of convenience and shall be construed to be of no affect in the construction of any provision or provisions hereof.

11123.3 NOTICES:

Any notices regarding this AGREEMENT Agreement given by either party Party to the other mustshall be in writing and shall be deemed to have been given, delivered or made, as the cause may be; (1i) when personally hand delivered by personal delivery, or (ii) five (5) business days after having been deposited in the U.S. Mail, certified or registered, return receipt requested, with sufficient postage affixed and prepaid—including a copy sent by regular U.S. mail, or (iii) one (1) business day after having been deposited with an expedited overnight courier service (such as by way of example—but not limited to: U.S. Express Mail, Federal Express, or United Parcel Service (UPS)), addressed to the party to whom notice is intended to be given at the address set forth below:

If to the DISTRICT: Executive Director Champaign Park District 706 Kenwood Road Champaign, IL 61820 If to the PAL:
President
Public Art League
201 S. State Street
PO Box 1601
Champaign, IL 61824

Any party Party may change the address to which its notices are to be sent by giving the other party Party written notice of any changes in the manner provided herein, but notice of change of address if is effective only upon actual receipt.

1112.614 -SURVIVING COVENANTS:

The covenants and obligations set forth in this AGREEMENT Agreement shall survive the delivery, installation, and removal of the ARTWORKartwork, unless otherwise provided for herein, and shall be binding upon the parties Parties, its their heirs, legatees, executors, administrators, assigns, transferees, and all its-successors in interest.

1112.715	INTERPRET	ATION:
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This <u>AGREEMENT-Agreement</u> shall be <u>interpreted-construed under and</u> in accordance with the laws of the State of Illinois.

1612.8 VENUE: The Parties agree that the laws of the State of Illinois shall govern the terms of this Agreement.

In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

12.9.17COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

1112.8 1018 CONSTRUCTION OF AGREEMENT:

This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by one of the Parties; it being acknowledged that both PAL and DISTRICT have substantially and materially contributed to its preparation.

11.912.1119 SEVERABILITY:

If any provision of this **AGREEMENT**—Agreement is contrary to, prohibited by, or deemed invalid by applicable laws, or regulations or court decisions of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but such omissions shall not invalidate the remaining provisions of this **AGREEMENT**Agreement which shall remain in effect.

12.1220 ENTIRETY OF AGREEMENT:

This writing embodies the entire agreement and understanding between the pParties hereto, and, except as otherwise described herein, there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No Any alteration, change, or modification of the terms of this Agreement shall not be valid unless made in writing and executed by both pParties hereto.

41.1012.1321 FURTHER ASSURANCESTIME OF THE ESSENCE:

The parties shall promptly execute all documents reasonably required herein and take such other steps in addition to the execution of this AGREEMENT undertake such actions to effectuate the intent and purpose of this AGREEMENT Agreement.

IN WITNESS THEREOF, the <u>parties_Parties_hereto</u> have caused this <u>AGREEMENT_FOR</u> <u>TEMPORARY_DISPLAY_OF_ARTWORK_Agreement</u> to be executed <u>and effective as of on-the date first above written.</u>

CHAMPAIGN PARK DISTRICT, an Illinois municipal corporation	PUBLIC ART LEAGUE, an Illinois not for profit corporation
Ву:	By:
Timothy P. McMahon Joseph A. Petry, President	David B. Wilcoxen, President

Attest	Attest	
By:	By:	
Cindy Harvey, Board Secretary		, Secretary
3	Control of the Contro	
· ·		
Approved as to Form		
••	*	
By:		
Park District Attorney		



REPORT TO PARK BOARD

FROM:

Joe DeLuce, Executive Director

DATE:

Aug 5, 2016

SUBJECT: Approval of a Resolution authorizing Amendment No. 1 to the MSA

Professional Service Agreement for additional services regarding Hessel

Park Phases 2 and 3

Background

Champaign Park District and MSA Professional Services signed a \$19,500 agreement on 18 April 2016 to produce construction documents for new splashpad, restrooms, and park paths at Hessel Park. MSA spent additional time addressing items beyond the original scope of service, as detailed in the attached Amendment.

Prior Board Action

The Board authorized the Executive Director to proceed with the initial agreement, but no action has been taken on this specific matter.

Budget Impact

Additional cost is \$12,850 from Capital Budget.

Recommended Action

Staff recommends approval of a resolution authorizing Amendment No. 1 to the Professional Service Agreement with MSA Professional Services for additional services regarding Hessel Park Phases 2 and 3. The proposed changes are due to circumstances which were not reasonably foreseeable at the time of contracting. The amendment is necessary to proceed in the best interests of the Park District.

Prepared by:

Reviewed by:

Andrew Weiss

Kevin Crump

Park Planner and Landscape Architect

Director of Operations and Planning

CHAMPAIGN PARK DISTRICT

RESOLUTION

WHEREAS, the Champaign Park District is a duly authorized General Park District organized under the provisions of the Park District Code of the State of Illinois, as amended; and

WHEREAS, Champaign Park District did enter into an agreement for professional engineering services on or about April 18, 2016 with MSA Professional Services regarding the Hessel Park Splash Pad and Restroom Improvements (Phases 2 and 3) located at Hessel Park in Champaign, IL; and

WHEREAS, after the Professional Services Agreement was entered into, but prior to any construction contract award, it was determined that additional and alternative services would be required by the Champaign Park District; and

WHEREAS, Champaign Park District representatives and MSA Professional Services representatives have determined that the costs associated with the additional and alternative services is the lump sum amount of \$12,850.00;

WHEREAS, the additional and alternative services were not known and reasonably foreseeable at the time the Professional Services Agreement was signed; and

WHEREAS, an amendment to the Professional Services Agreement is germane to the original agreement as signed; and such change is in the best interests of the Champaign Park District and authorized by law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of the Champaign Park District as follows:

1. That after the execution of the Professional Services Agreement with MSA Professional Services of April 18, 2016, it was determined that certain additional and alternative services were necessary in order to comply with the requirements of the Champaign Park District to complete the Splash Pad & Restroom Improvements (Phases 2 and 3) of the Hessel Park improvements project for the benefit of the citizens of the Champaign. That proposed Amendment No. 1 is germane to the original Professional Services Agreement. The proposed changes are due to circumstances which were not reasonably foreseeable at the time of contracting. The amendment is necessary to proceed in the best interests of the Champaign Park District, and is authorized by law. Accordingly, staff and officials of the Champaign Park District are hereby authorized to execute such Amendment No. 1 to the Professional Services Agreement with MSA Professional Services. Such approval is hereby passed, confirmed and ratified for the sum of \$12,850, as reflected in Amendment No. 1, which is attached hereto as Exhibit "A".

Cindy Harvey, Secretary	
ATTEST:	Timothy P. McMahon, President
	APPROVED:
	Dated this day of August, 2016.



Amendment No. 1

More ideas. Better solutions.

To: Champaign Park District

Joe DeLuce

706 Kenwood Road Champaign, IL 61821 Date of Issuance: August 10, 2016

MSA Project No.: 12431039

This is an amendment to the Agreement dated <u>April 18, 2016</u> and does acknowledge that MSA Professional Services (MSA) is authorized to begin work on the following project amendment:

Project Name: CPD Hessel Splash Pad & Restroom Improvements

The project scope has changed due to: Addition of the following work not covered in original scope of work due to either adding work or incorporating work items not originally foreseen by the CPD staff, MSA or Water Play.

The scope of the work authorized is:

- 1. Design and plans for 8' wide and 10' wide trails from large pavilion to splash pad area and to new playground with drainage. Original scope included connecting adjacent walks to the new splash pad after demo of existing playground and construction of the new pad. This also added to demo plan to remove existing walks and design of drainage for new trail.
- 2. Design and review of splash pad footing pads and pier details. Original scope didn't include design of piers and footings of features, this was to be predesigned by splash pad manufacturer. Water Play had details but wouldn't take responsibility for them and wanted the signing architect / engineer to be responsible for design of footings and piers. Details and footing pads were modified some to fit area design and codes, MSA performed their own design calculations to confirm they were sufficient for our area.
- 3. Design and plans for new splash pad water supply. Original scope was to use old 2" water supply which could have been used but would not be as efficient as using a larger line. It was also discovered that it had several leaks in the existing line. This was requested work during the process of project with the new pad, a new 4" water supply and special meter would be required. MSA added a new 4" water supply to plans and design from the East side of Grandview Drive to new building along with discussions with Illinois American and Water Play.
- 4. Design and plans for splash pad surface and pier elevations. Water Play was to provide an elevation design template for their pad and MSA was to design grading around it. Instead, Water Play provided line drawing with design parameters with no standard elevation template for surface and footings for piers. MSA had to design all surfaces and footings to meet ADA and design parameters suggested by Water Play.
- 5. Provide construction layout for all items stated above on a one time basis as requested by contractor and CPD staff.

(Continued on other side)

The schedule to perform the work is:

Approximate Start:
Approximate Completion:

August 10, 2016 November 10, 2016

The lump sum fee for the work is:

\$ 12,850.00

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a lump sum basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CHAMPAIGN PARK DISTRICT	MSA PROFESSIONAL SERVICES
Joe DeLuce Executive Director	Merle Ingersoll, Jr. Project Engineer / Surveyor
Date:	Date:
706 Kenwood Road Champaign, IL 61821 Phone: 217-398-2550	201 W. Springfield Ave Suite 400 Champaign, IL 61820 Phone: 217-352-6976



Professional Services Agreement Project No. R 12431039.0

This AGREEMENT (Agreement) is made today April 18, 2016, by and between CHAMPAIGN PARK DISTRICT (OWNER) and MSA PROFESSIONAL SERVICES (MSA), which agree as follows:

Project Name: CPD Hessel Splash Pad and Restroom Improvements

The scope of the work authorized is: Per the attached scope of work description and quoted lump sum costs.

The schedule to perform the work is: Approximate Start Date:

4/25/2016

Approximate Completion Date:

10/15/2016

The lump sum fee for the work is: \$ 19,500.00

This cost is to cover the alternate of providing a new building design of new restroom building within the plans in lieu of expanding the existing building.

The retainer amount required is:

0.00

NOTE: No retainer required

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CHAMPAIGN PARK DISTRICT	MSA PROFESSIONAL SERVICES
Joe Hen	
Joe DeLyce	David Atchley
Executive Director	Team Leader
Date: 4/28/16	Date: 4/29/16
706 Kenwood Road	merce E. Ingersoll, J.
Champaign, Illinois 61821	Merle Ingersoll, Jr.
Phone: (217) 398-2550	Project Manager
Fax: (217) 355-8421	
	Date: 4/29/16
	201 W. Springfield Ave Suite 400
	Champaign, Illinois 61820

MSA PROFESSIONAL SERVICES (MSA) - GENERAL TERMS AND CONDITIONS OF SERVICES

- 1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.
- MSA will bill the OWNER monthly. The Champaign Park District will pay according to the Government Prompt Payment Act for all payments.
- 3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's fallure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
- 4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.
- 5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein,

7. MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to and representation at the site will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and, in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of

confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

8. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

- The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.
- 10. If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the Item or component not been omitted. It is intended by this provision that MSA will not be reaponsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.
- 11. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

- 12, MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.
- 13. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including altorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.
- 14. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, membars, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers. directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This Indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

15. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filled in

writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filling of a legal action where falling to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction,

16. This agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

17. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Illinois for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Champaign County, Illinois, or any county in which MSA has an office.

18. When required, MSA will complete a storm water management plan and erosion control plan as required by applicable state statutes and local ordinances. MSA will prepare appropriate development site storm water management and erosion and sediment control permit applications for submittal by the land owner. To be valid this application(s) will need to be signed by the land owner. If required, MSA will sign the application as the preparer of the document,

COMPLIANCE WITH THE STORMWATER MANAGEMENT AND EROSION CONTROL PROVISIONS IDENTIFIED IN THE STORMWATER MANAGEMENT PLAN AND EROSION CONTROL PLAN PREPARED BY MSA ARE THE RESPONSIBILITY OF THE OWNER, LAND DISTURBANCE ACTIVITIES CAN COMMENCE ONLY AFTER THE LANDOWNER HAS RECEIVED AUTHORIZATION AND/OR A DNR PERMIT, AND EROSION CONTROL MEASURES HAVE BEEN IMPLEMENTED.

The Contractor shall be responsible for the implementation of the plan including means, methods, scheduling, sequencing and techniques employed in constructing and maintaining storm water and erosion facilities and the practices required to comply with all standards and permits until construction is complete and final site stabilization is complete. MSA shall be responsible for the on-site observation stipulated elsewhere in this agreement.

NOTE: THERE CAN BE SUBSTANTIAL MONETARY FINES AND PENALTIES TO THE OWNER FOR VIOLATIONS OR NON-COMPLIANCE WITH THE CONDITIONS OF THE 'NOTICE OF INTENT - STORM WATER DISCHARGES ASSOCIATED WITH LAND DISTURBING CONSTRUCTION ACTIVITIES GENERAL PERMIT' FROM LOCAL, STATE, AND FEDERAL REGULATORY AGENCIES.

19. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

SCOPE OF WORK FOR CPD HESSEL PARK SPLASH PAD AND RESTROOM IMPROVEMENTS

This describes our scope of work and is our proposal for the Hessel Park SplashPad and Restroom Improvements in Champaign, IL. Please provide MSA any information you may have on lighting, electrical or water lines that may be in these areas that aren't visible. If you need anything different than what is being proposed, please let us know and we will revise it to meet your exact needs. Our scope of work and lump sum costs are as follows:

DESIGN PHASE

A. RESEARCH

- CPD to provide any information on underground utilities or sewers that would be in the areas of the project that is in their possession in regards to the existing splash pad and restrooms.
- 2. Provide existing building and splash pad plans from your for review and information.

B. SITE ENGINEERING PLANS

- Provide engineering services for design and plans for reconstruction of the splash pad and restrooms. Civil site plans will include demolition of existing splashpad, playground and paving. Plans will include cover, site demo, grading, paving, new splash pad and related features, sidewalks, utilities and specifications for civil related items.
- 2. Client is to provide a template drawing of splash pad configuration in acad format and all equipment and specs. Vortex is to provide drawings, specs and diagrams as necessary for the construction of the splash pad unit. CPD staff is to work with Vortex to determine design they want to go with on layout and features for the improvement.
- 3. Provide control points, a benchmark, contours, spot elevations, existing paying, visible utilities, fences, and trees on plans.
- 4. Provide client a complete set of plans, specs, details and final design.

C. ARCHITECTURAL PLANS - EXPAND EXISTING BUILDING

- Provide architectural and MEP services for design and plans for the expansion of the existing restrooms and addition to provide more facilities along with a storage / equipment room for the park. Refer to the attached diagram of the existing building and additions.
- 2. Work would include upgrading the existing building to meet any building codes. Design for electrical, plumbing, heating, structural and architectural improvements are included in the work.
- 3. Provide specifications for all work to be done as described above.

D. (ALTERNATE 1) ARCHITECTURAL PLANS - NEW BUILDING

- Provide architectural and MEP services for design and plans for a new facility for restrooms storage / equipment room for the park. The new building would have a similar size, features and layout as the existing building.
- 2. Work would include demolition of the existing reconstructing a new facility. Design for electrical, plumbing, heating, structural and architectural improvements are included in the work.
- 3. Provide specifications for all work to be done as described above.
- 4. If the client desires to go with this alternate, there would be an additional cost to the design phase only, refer to that cost below. This would be done in lieu of what is described under C.

E. (ALTERNATE 2) ARCHITECTURAL PLANS - BOTH C & D

 With this alternate, MSA will provide <u>both</u> designs within the plans to be prepared, the expansion of the existing building described under C and the totally new building described under D.

F. BIDDING PROCESS

- 1. Provide quantity takeoffs and bid sheets for contractors.
- 2. Prepare electronic versions of site engineering plans for bidding process and bid documents.
- 3. Review newspaper ad prepared by CPD staff and send out notification to contractors about bidding.
- 4. Coordinate and track plan holders, addendums, etc. Provide clarification on bidding the project.
- 5. Attend bid opening for the project.
- 6. Provide 3 hard copy prints to successful bidder and 2 hard copies for CPD Staff of plans.

CONSTRUCTION PHASE

G. CONSTRUCTION STAKEOUT

- 1. Provide paving stakes on offset at all corners and finished paving.
- 2. Provide paving stakes for paving along perimeter and interior grades where shown on plans.
- 3. Provide stakes with offsets for building addition.

H. INSPECTION & SITE MEETINGS

- 1. Meet with CPD staff or contractor on site to answer questions about construction work.
- 2. Contractor will be required to include testing and lab reports in bidding but MSA to review reports to make sure they are to specification.

- 3. Review any shop drawings for proposed building construction.
- 4. Consultation during construction to building contractors and CPD staff on building related issues.
- 5. Perform any walk-thru inspection at the end of project with the CPD staff and inform the contractor of any punch list items.
- 6. Review any pay requests submitted by the contractor and forward to CPD staff with recommendation.

LUMP SUM FOR DESIGN PHASE EXPANDING EXISTING BLDG.: \$ 14,475.00

- ✓ LUMP SUM FOR DESIGN PHASE FOR ALTERNATE 1: \$ 16,325.00 ✓ LUMP SUM FOR DESIGN PHASE FOR ALTERNATE 2: \$ 21,900.00
- ✓ LUMP SUM FOR CONSTRUCTION PHASE: \$ 3,175.00 ✓

The above fees are based on a one time service of items described above. Please note that there are no allowances for resetting of stakes due to weather related issues, disturbance, redesign or destruction of stakes that may arise during construction. The contractor is responsible for the protection of stakes, control points and property corners. These fees do include all labor, materials, insurance, travel time, calculations, supervision and quality control with the outlined items described in the above scope of work.

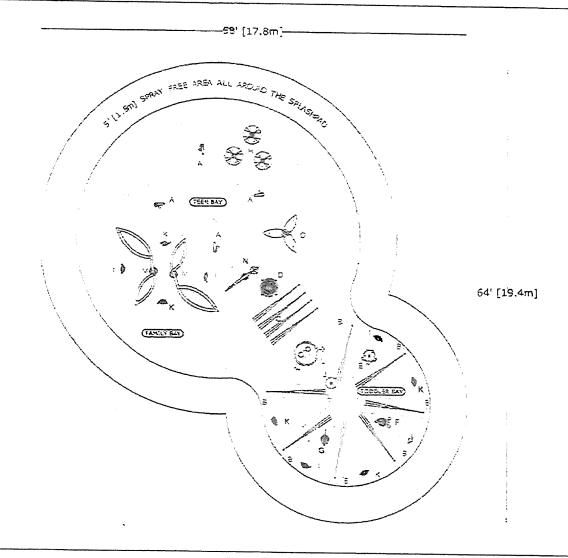
SPLASHPAD DIMENSION

TOTAL AREA: 2500 ft² (232 m²) SPRAY AREA: 1600 ft² (148 m²)

GRID DIMENSION: Z ft x 2 ft /0.6m X 0.6m

PRODUCT LEGEND

	PRODUCT CODE	QTY	TOTAL FLOW	PAY
A	Spray Cannon VOR-201	:	12 Gpm 45 Lpm	Total
5	Directional Water Jet VOR-305	Ŧ.	15 Gpm 60 Lpm	z-194
c	Water Tunnel No2 VOR-309	3	4 Gpm 15 Lpm	Persity
5	Playszfe Drain Press & Play No.1 VOR-1001-4001	1	4/4	"kjrafs
ŝ	Waterganden Turde No1 VOR-7212	1	30 FbW 3 20W	Topister
*	Watergarden Sheli Alb4 VOR-7217	÷	10 365 39 Lpm	Yeddiar
5	Tish No1 VOR-7218	τ	5 Gp~ 18 tom	Toddler
н	Aqualien Rain Forest No5 VOR-7360	1	3 Spm 11 Lom	fames
•	Watergarden Reed VOR-7375	5	Mgse	Nik
•	Aqualien Flower No3 VOR-7389	:	೬ ಡೆಮ್ ಇಲ್ಲಿಗ್	Tepsier
•	Watergarden Seaweed VOR-7532	5	323	SIZA,
-	Watergarden Frog Noë VOR-7659	1	23 35m 94 Lbm	Todoler
ŧп	Leaf No3 VOR-7672	2	10 Spm 38 Lpm	Tyrenii.
Ν	Samboo No¢ VOR-7723	4	3 Gem 11 Lam	Parmily
0	Flower Twin VDR-7486	:	ಕ ಡಿಯಾ ೨೦ ಭಾಗ	# _{\$} mile
	Tatal Flow		10\$ Gpm. 397 Lpm	



River Oaks Park Splashpad, MI

17460 REV-01

03-03-2014

SPLASHPAD LAYOUT DRAWING

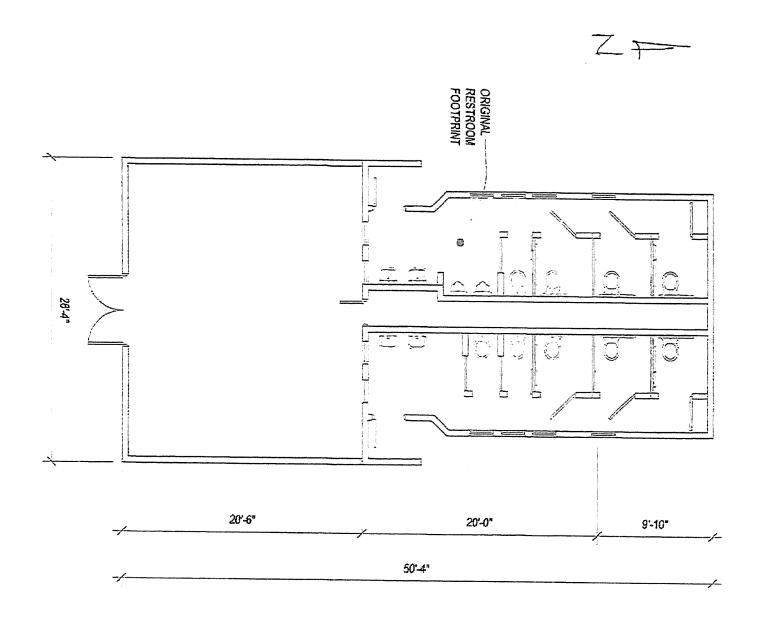
SCALE: 1/8" = 1'-0"



Champaign Park District



Sheet 1 of 1



ATTACHMENT A: RATE SCHEDULE MARCH 2015/2016*

CLASSIFICATION	1 A D (A) D A TE
Architects	LABOR RATE
Clerical	ውር
CAD Technician	\$60-\$80/nr.
Geographic Information Systems (GIS)	\$59-\$110/hr.
Plannere	\$76-\$128/hr.
Planners	\$83-\$160/hr.
Principals	\$155-\$190/hr.
Professional Engineers	\$85-\$190/hr.
Project Manager	\$62-\$180/hr.
Registered Land Surveyors	\$93-\$150/hr.
Staff Engineers	\$80-\$115/hr.
Technicians	\$59- \$ 110/hr.
2 Man Survey / Stakeout Crew	\$172.00/hr.
1 Man with Robot / GPS	\$135,00/hr.
REIMBURSABLE EXPENSES Copies/Prints Fax	Rate based on volume
Copies/Prints	\$1 00/page
Copies/Prints Fax GPS Equipment	\$1.00/page \$40/hour
Copies/Prints Fax GPS Equipment Mailing/UPS	\$1.00/page \$40/hour At cost
Copies/Prints Fax GPS Equipment Mailing/UPS Mileage – (currently \$0.575/mile)	\$1.00/page \$40/hour At cost Rate set by Fed. Gov
Copies/Prints Fax GPS Equipment Mailing/UPS Mileage – (currently \$0.575/mile) Nuclear Density Testing	
Copies/Prints Fax GPS Equipment Mailing/UPS Mileage – (currently \$0.575/mile) Nuclear Density Testing Organic Vapor Field Meter	
Copies/Prints Fax GPS Equipment Mailing/UPS Mileage – (currently \$0.575/mile) Nuclear Density Testing Organic Vapor Field Meter PC/CADD Machine	
Copies/Prints Fax GPS Equipment Mailing/UPS Mileage – (currently \$0.575/mile) Nuclear Density Testing Organic Vapor Field Meter. PC/CADD Machine Robotics Geodimeter	
Copies/Prints Fax GPS Equipment. Mailing/UPS. Mileage – (currently \$0.575/mile) Nuclear Density Testing Organic Vapor Field Meter. PC/CADD Machine. Robotics Geodimeter Stakes/Lathe/Rods	
Copies/Prints Fax GPS Equipment Mailing/UPS Mileage – (currently \$0.575/mile) Nuclear Density Testing Organic Vapor Field Meter PC/CADD Machine Robotics Geodimeter Stakes/Lathe/Rods Total Station	\$1.00/page\$40/hourAt cost\$25.00/day + \$10/test\$100.00/dayIncluded in labor rates\$30/hourAt costIncluded in labor rates
Copies/Prints Fax GPS Equipment. Mailing/UPS. Mileage – (currently \$0.575/mile) Nuclear Density Testing Organic Vapor Field Meter. PC/CADD Machine. Robotics Geodimeter Stakes/Lathe/Rods	\$1.00/page\$40/hourAt cost\$25.00/day + \$10/test\$100.00/dayIncluded in labor rates\$30/hourAt costAt costAt cost

Labor rates represent an average or range for a particular job classification. These rates are in effect until March 1, 2016. After March 1, 2016, these rates may increase by not more than 5% per year.

Essential Dwelling: The Archon Prize Studio

Formal Review #2: Presentation of Ideas and Design Development

Friday, April 29 2016 Temple Buell Architecture Gallery

Instructor: Jeffery Poss

Critics: Fred Wilson, Andrew Weiss, Tom Loew, Fang Xu, Carl Lewis

8:30-9:00

Coffee/Bagels/Introduction

9:00-9:40

Reuse/Memory II

Raphael Rogalli: Waugos(C)hance

Brian Cruse:

Stacked House

9:50-10:500

Display

Lisa Wronski: An Artist's View

Stephanie Anderson: House for a Collector

Aaron Palmer: Tri-House

11:00-11:40

Reuse/Memory I

Shao Zhang: Sense House

Mike Sandrzyk: House in Auschwitz

11:40-12:20

Lunch

12:20-1:00

Ruralism

Sam Berk:

Solitude: To Dwell with Drones

Greg Morse:

The Last Farm House in Illinois

1:10-2:10

Water

Clay Herbst:

Quantum Tide: Between Atoms and Stars

Mitch Beck:

Buoyant House

Neha Rane:

HouseBoatHouse

2:20-3:00

Air

Kat Stowell:

House for a Smoke Jumper

Xin Zhou:

Breathe +

3:00-3:40

Deploy

Jake Eble:

Catch and Release

Christian Pepper: Sears 2.0

3:50 - 4:15

Critic Archon Prize Deliberation



REPORT TO PARK BOARD

FROM:

Joe DeLuce, Executive Director

DATE:

August 5, 2016

SUBJECT: Joint Agreement for Champaign-Urbana Special Recreation

Background

Founded in 1985, Champaign-Urbana Special Recreation is a joint cooperative between Champaign and Urbana Park Districts. Pursuant to the authority provided for in section 8-10b of the Park District Code of the State of Illinois (720 ILCS 1205/8-10b) and the intergovernmental Cooperation Act (5 ILCS 220/1), CUSR's goal is to provide high quality recreational and inclusive services to area residents with disabilities. We are currently providing inclusive and cooperative programming in several areas within both Park Districts including special events, afterschool, overnight trips, social gatherings, Special Olympics, adaptive and modified opportunities.

Prior Board Action

The joint agreement to provide recreational services for people with disabilities between the Champaign and Urbana Park District was entered into October 8, 1984. The agreement was previously amended by both Park Districts on August 12, 1993, June 16, 1998, June 13, 2002, April 27, 2005, September 14, 2010 and December 11, 2012.

Budget Impact

None.

Recommended Action

Staff recommends approval of the amended Champaign and Urbana Park Districts' Joint Agreement to provide recreational services for people with disabilities.

Prepared by:

Reviewed by:

Jameel Jones, CGSP Director of Recreation

Joe DeLuce, CPRP Executive Director

CHAMPAIGN AND URBANA PARK DISTRICTS' JOINT AGREEMENT TO PROVIDE RECREATIONAL SERVICES FOR PEOPLE WITH DISABILITIES

The Champaign and Urbana Park Districts (each a Park District and together the Park Districts), in compliance with the American with Disabilities Act (ADA) and other applicable laws, strive to offer equal access to all recreational programs and services for people with disabilities. One method of facilitating equal access is through the continued support of Champaign Park District and Urbana Park District Special Recreation programs (CUSR). CUSR was established in 1985 pursuant to the authority provided for in section 8-10b of the Park District Code of the State of Illinois (720 ILCS 1205/8-10b), and the Intergovernmental Cooperation Act (5 ILCS 220/1) through a cooperative agreement between the Champaign and Urbana-Park Districts, to provide a joint recreational program for individuals with disabilities, and the Park Districts now wish to modify and amend such prior agreements; and accordingly for and in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises and covenants set forth herein. The the parties Park Districts agree as follows:

- I.A. CUSR shall provide programs specifically designed and conducted to meet the needs of participants with disabilities.
- B.II. CUSR shall provide training for park-Park dDistrict employees and skilled individuals to support people with disabilities for the successful inclusion in park-districtCUSR programs of their choice.
- CUSR shall assist the park Park dDistricts with the successful inclusion process of participants with disabilities in park Park dDistrict programs. Specifically:

A. CUSR shall:

- i Provide training in disability awareness, inclusion techniques, and strategies to full full-time and part part-time park Park dDistrict staff, volunteers and companions/aides.
- ii. Provide information and resources about adapting programs, accessibility criteria, adapted equipment, and services for people with disabilities.
- iii. Conduct assessments of placements of persons with disabilities in the park Park dDistrict programs.
- iv. Coordinate the recruitment and placement of staff in <u>park-Park dD</u>istrict programs to support inclusion efforts, <u>as well as.</u> <u>Bbudget for and pay for <u>one-half (1/2)</u> the cost of <u>these-such</u> staff when volunteers are unavailable.</u>

B. The Park Districts shall:

- i Assist with recruitment of staff for park-Park dD istrict programs to assist with inclusion of participants with disabilities.
- ii. Allocate funds for and pay <u>one-half (1/2)</u> the cost of such staff when volunteers are unavailable.
- iii. Provide time for CUSR staff to train full-full-time and part-part-time staff regarding the inclusion process.
- HIV. The CUSR Director The Park Districts shall recruit and hire a CUSR Manager. The CUSR Manager shall administer CUSR under the direction and supervision of the Administrative Board, which consists of the Executive Director and Director of Recreation the an additional appointed representative from the

Champaign Park District, and the Executive Director of Parks and Recreation and the an additional Superintendent of Recreation appointed representative from the Urbana Park District.

- A. The CUSR <u>Director staff</u> shall <u>comply</u> with all policies and procedures of the <u>Champaign Park District</u> (which serves as the <u>Administrative Park District</u>) and shall develop and recommend to the Administrative Board CUSR specific program policies, <u>and an operating and joint capital budgets</u>, and long range plans for annual review and approval. Each district will work with the CUSR Director to develop an annual district specific capital budget. Upon approval by the Administrative Board, the recommended policies, <u>and</u> budgets or plans shall be forwarded to the <u>Champaign and Urbana Boards of Commissioners Park Districts</u> for final approval.
- B. The CUSR <u>Director Manager</u> shall be responsible to the Administrative Board for the planning and operation of CUSR, including the hiring of all full and <u>part-part-time</u> staff.
- C. The CUSR <u>Director Manager</u> shall be responsible to the Administrative Board for the financial management of the budget.
- D The CUSR Director shall be a full-time employee of CUSR and shall not be a shared, joint or loaned employee of either park district. Champaign Park District or Urbana Park District to and administer the CUSR joint program as directed by the CUSR Administrative Board.

IIIV. Administration and Services

- A. The Champaign Park District shall serve as the Administrative Park District which shall provides services such as payroll, accounts payable, risk management, telecommunications services, and registration support. The CUSR Manager shall be a full-time employee of, and administer CUSR as directed by, the Administrative Park District. Vacation, holidays and sick leave for the CUSR Manager and staff shall be administered at rates set forth in the personnel policy of the Administrative Park District.
- B. CUSR will maintain general liability, property/casualty, automobile liability, and workers compensation coverage as a member of an intergovernmental risk pool, or through commercial insurance, at the discretion of the Administrative Board. With regard to the insurance provisions set forth herein, CUSR and the Champaign Park District, and CUSR and the Urbana Park District, respectively, shall name each other as additional insureds with appropriately issued certificates, extensions and riders to confirm such coverage. but only for liability arising out of the acts or omissions of the named insured, and shall at all times maintain such coverage in full force and effect.
- C. Both Park Districts will provide <u>and equally share the cost of</u> marketing and promotion of CUSR programs and services.
- D. Both Park Districts will provide program space, when requested and as available, for CUSR. As determined by the district Park District offering space, a fee could may be assessed for use.

 with or without a fee
- E. CUSR will pay for the supplies, equipment and staff needed for program-operations.
- F. Additional agreements relating to facility use, administrative charges, and additional fees may be developed entered into upon agreement of the CUSR Director Manager and the Administrative BoardPark District.
- G. The Champaign and Urbana Park Districts will work together to provide support services, and as well as work and program spaces for CUSR.

H. Each <u>park-Park dD</u>istrict shall designate a staff member to assist its own <u>district-Park District staff</u> in complying with the ADA <u>and other applicable laws</u>, including <u>without limitation</u>, <u>the any required self-evaluation</u>. The CUSR-<u>Director Manager</u>, <u>whom services</u> who serves as the primary ADA Compliance Officer, shall work cooperatively with both <u>districts-Park Districts</u> concerning compliance.

IVVI. Subject to the requirements of section 5-8 of the Park District Code (720 ILCS 1205/5-8), each park Park dDistrict shall annually, while this agreement is in force effect, levy a special recreation tax in the same amount to carry out the purposes of this joint agreement.

- A. All funds received from the special recreation tax levy of both park-Park dD istricts shall be transferred to a Special Recreation Fund administered by the designated Administrative Park District. The funds shall be divided by the following formula: for every \$.04 tax received by the individual each district, \$.225 .0225 (56.25%) will be placed in the CUSR Operating account fund and \$.475 .0175 (43.75%) can-will be placed in each districts ADA Capital account fund.
- B. The funds received from the special recreation tax levy shall be separated into three accounts which support the joint services CUSR as well as individual district Park District ADA services. The three accounts shall be named CUSR Operating Account Fund, Champaign Park District Special Recreation Capital ADA Account Fund and Urbana Park District Special Recreation Capital ADA Account Fund. All interest earned on said accounts shall be maintained in those accounts. Unused funds in each district's Park District's Special Recreation Capital ADA Account Fund may be utilized in successive years and made available to the individual respective district for the purpose of providing accessible services. A Neither pPark dDistrict cannot shall access the other district's Park District's Special Recreation Capital ADA Account Fund unless a joint project is agreed upon by both park district Park Districts' boards.
- C. The funds in the CUSR Operating Account-Fund may be used to pay programming costs, such as transportation, overhead, CUSR staff wages, and CUSR staff benefit costs, including, but not limited towithout limitation. Illinois Municipal Retirement Fund, (IMRF), Social Security, Workman's-Workers' Compensation, and Unemployment Insurance; reimbursement of the Administrative Agency-Park District for staff vehicle, health, and life insurance costs for CUSR staff; one-half (1/2) of the costs of inclusion services (the other half to be paid by the park Park district-District receiving the services); and staff training costs and the time of district staff to manage or maintain CUSR.
- D. The funds in the Champaign Park District Special Recreation Capital ADA Account Fund may be used to pay that District's costs for expenses such as maintaining, purchasing, renovating, leasing, and constructing property operated for or in conjunction with CUSR; costs to make facilities accessible, including parks, buildings, and playgrounds; costs to provide temporary facilities to increase accessibility such as ramps and accessible portable restrooms; costs to provide accessible park equipment, furnishings, and vehicles; and costs for specific ADA services such as inclusion aides.
- E. The funds in the Urbana Park District Special Recreation Capital ADA Account Fund may be used to pay that District's costs for expenses such as, maintaining, purchasing, renovating, leasing, and constructing property operated for or in conjunction with CUSR; costs to make facilities accessible; including parks, buildings, and playgrounds; costs to provide temporary facilities to increase accessibility such as ramps and accessible portable restrooms; costs to provide accessible park equipment, furnishings, and vehicles, and costs for specific ADA services such as inclusion aides.
- F. Requests for the use of the operating, special and capital funds shall be approved submitted for approval by to the Administrative Board, at least annually. Upon approval by the Administrative Board, the funds shall be turned over in a timely manner to the requesting park Park districtDistrict.

This agreement shall become effective on the date of approval of the Urbana and Champaign Park District Board of Commissioners and execution thereof by the duly authorized officials of said Boards. This agreement shall remain in effect <u>unless and</u> until <u>changed otherwise mutually agreed</u> by the two Boards. This agreement shall be reviewed every <u>two-four</u> (24) years or at the request of either <u>partner Park</u> <u>dDistrict</u>.

CHAMPAIGN PARK DISTRICT	URBANA PARK DISTRICT
Newton Dodds Joseph PetryTimothy McMahon, F	President Michael Walker, President
Date	Date
Attest:	Attest:
Bobbie Herakovich Cindy Harvey, Secretary Bartlett, Secretary	Betsy Pendleton WongTimothy
Adopted 5/20/93 Revised 6/13/93 Revised 6/16/98 Revised 6/13/02 Revised 4/27/05 Revised 9/08/10	

Revised 12/06/12 Revised 12/04/14 Revised /16

APPENDIX 1

PROCEDURE FOR CUSR FUNDS

- The <u>Director of Recreation and Superintendent of Recreation the</u> appointed representatives from the <u>Champaign and Urbana</u>-Park Districts will assist the CUSR <u>Director Manager</u> in creating an operating budget for each year related to the provision of special recreation services.
- 2. The <u>Director of Recreation and Superintendent of Recreation the</u> appointed representatives from the <u>Champaign and Urbana</u> Park Districts will review the planned ADA improvements of each <u>district</u> <u>District</u> and cost estimates for the improvements with the CUSR <u>DirectorManager</u>. <u>These Such</u> planned ADA improvements will be the basis for each <u>district's District's ADA account</u> Fund.
- All Special Recreation tax money funds collected by Champaign and Urbanathe Park Districts will shall be deposited transferred into the three CUSR accounts into a Champaign Park District account. Those accounts shall be For accounting purposes, there shall be named designated a CUSR Operating Account Fund, Champaign Park District Special Recreation Capital ADA Account Fund, and Urbana Park District Special Recreation Capital ADA Account Fund.
- 4. The Administrative Board Each district Park District shall approve deliver an annual report to the Administrative Board on regarding discretionary ADA and other capital expenditures under \$20,000 made by each respective Park District. by a majority vote. Capital expenditures over of \$20,000 and more must be approved by the CUSR Administrative Board and then taken to approved of by the respective park Park District boards prior to any work beginningthe award of any contract. All ADA and other capital expenses expenditures will be reflected in the meeting minutes.
- 5. Once the ADA or other capital expense expenditure has been discussed and approved if necessary, the CUSR or the individual district Park District can move forward inproceed with completing the ADA project or service capital expenditure.
- 6. The Administrative Board shall review expenses at after the completion of the ADA project or service. The Administrative Board shall approve acknowledge the transfer of funds to reimburse the respective Park Ddistrict for the ADA project or service out offrom its individual respective Capital ADA Account Fund.
- 7. After approval formal acknowledgement at approval of expenditures by the CUSR-Administrative Board-Meeting, the transfer of funds will be requested by the CUSR Director Manager to the Champaign ParkAdministrative Park District's Director of Finance. The funds will be transferred disbursed immediately after the Champaign ParkAdministrative Park District's Board-meeting the following month.
- 8. The target fund balance for the CUSR Operating Fund shall be equal to 50%-66% of CUSR's annual operating expenses. From the time the target fund balance is first determined, the Administrative Board shall review the fund balance at least annually during the budgeting process. If a surplus balance exists, and is not reasonably anticipated to be needed in the upcoming budget period, the Administrative Board may recommend distribution of surplus funds proportionally to the Park Districts' respective ADA funds. Such proportional distribution of surplus funds shall be calculated based upon the current year contributions of the Park Districts to the CUSR Operating Fund.



REPORT TO PARK BOARD

FROM:

Joe DeLuce, Executive Director

DATE:

Aug 5, 2016

SUBJECT: Approval of an Intergovernmental Agreement for the Ownership,

Maintenance and Use of Property at Glenn Park

Background

As part of the City of Champaign's West Washington Street Drainage Improvements, the City is requesting existing portions of Glenn Park be used for to accommodate semi-trailer turning radius and off street parking as part of their Phase 2 plans. The City is also requesting that the District maintain portions of the future park pathways and flower plantings on site. The Park District attorney reviewed and helped craft language of the Intergovernmental Agreement under consideration.

Prior Board Action

Presentations by City of Champaign staff were made to the Board but no formal, prior, board action has been taken on the matter.

Budget Impact

It's worth noting the City will be funding all the initial construction costs of park paths, plant material, and other site amenities. The Park District will however be maintaining some of the site features (e.g., snow removal, plant care) in accordance with the agreement.

Recommended Action

Staff recommends entering into the Glenn Park intergovernmental agreement as reviewed and crafted by Park District attorney.

Prepared by:

Reviewed by:

Andrew Weiss

Kevin Crump

Park Planner and Landscape Architect

Director of Operations and Planning

AN INTERGOVERNMENTAL AGREEMENT FOR THE OWNERSHIP, MAINTENANCE AND USE OF PROPERTY AT GLENN PARK (INCLUDING THE STORMWATER DETENTION FACILITY) (CHAMPAIGN PARK DISTRICT – CITY OF CHAMPAIGN, ILLINOIS)

This Intergovernmental Agreement is enter	ed into this, 2016
by and between the City of Champaign, Illinois	s, a Municipal Corporation ("City"), and the
Champaign Park District, a Municipal Corpora	tion ("Park District"), collectively referred to as
the "Parties".	

WITNESSETH:

WHEREAS, the City and Park District are bodies politic and corporate of the State of Illinois and authorized to enter into an intergovernmental agreement pursuant to Article VII of the Illinois Constitution of 1970 and Section 1 of the Intergovernmental Cooperation Act, 5 ILCS 220/1, for the benefit of both entities; and

WHEREAS, the City intends to construct Phase 2 of the Washington Street Drainage

Improvements ("Project") within a City-owned Project area adjacent to Glenn Park; and WHEREAS, a portion of the Project includes the construction of improvements in Glenn Park, including an eight-foot (8 foot) wide concrete multi-purpose path, rain gardens, landscape islands, decorative columns, pathway lighting, a driveway entrance, paved parking lot, curb and gutter, traffic signals and controller; and

WHEREAS, the City and Park District wish to set forth their understanding as to how the improvements will be constructed in Glenn Park and which body politic owns the improvements after construction and which is responsible for future maintenance and rehabilitation of the improvements; and

WHEREAS, the property in the City-owned Project area is necessary for City stormwater management and also available for other compatible park purposes, including, but not limited to, recreation, non-motorized transportation, ornamental landscaping and open space; and

WHEREAS, the City and Park District find that construction of the Project is compatible with their goals and objectives; and

WHEREAS, the City and Park District find that the terms of this Agreement will allow ease of administration and the future operation and maintenance of the Glenn Park and the Cityowned Project area; and.

WHEREAS, the City requires suitable authority or conveyance(s) from the Park District on a portion of Glenn Park for the purposes of installing and maintaining a driveway pavement, parking lot, traffic signals and controller, and pathway lighting; and

NOW, THEREFORE, the Park District and City agree as follows:

Section 1. Phase 2 West Washington Street Drainage Improvement Project. The City will be responsible for the design, construction and installation of all Project improvements, including those located within the City-owned Project area and those located within the Park District-owned Glenn Park, as shown on Exhibit A. The Project consists of drainage improvement features, landscape improvements and various other associated improvements, including the construction of wet and dry detention basins, rain gardens, landscape islands, storm sewers, various utility relocations, driveway and street pavement removal and replacement, parking lots, traffic signal equipment, sidewalks, multi-purpose paths, lighting, and plantings, all of which will be installed by the City substantially in accordance with the approved final plans and specifications for the Phase 2 West Washington Street Drainage Improvements, Project No. 21-07900-0594-802.

Project improvements that will be constructed within Glenn Park are detailed on Exhibit A and include the installation of approximately 2,400 square feet of driveway/street pavement, 624 square feet of paved parking lots, 324 feet of curb and gutter, traffic signal controller/signal mast and associated equipment, 10,000 square feet of concrete multi-purpose pathway, one rain garden with plantings, two landscape islands with plantings, four decorative columns, 15 LED lighting poles/fixtures, conduit/wiring/controller for light fixtures, removal and disposal of three existing light poles/fixtures, minor earth grading, surface restoration and all other related work items necessary for the installation of the Glenn Park improvements listed above. All other Project improvements will be located within the City-owned Project Area.

Section 2. City Responsibilities. As part of this Agreement, the City will be responsible for the following items:

- Design, construction and installation of all the Project improvements including those located within Glenn Park, as described in Section 1 of this Agreement.
- Jurisdiction, ownership, future maintenance and rehabilitation of all City improvements
 and infrastructure located within the City-owned Project area and within the conveyed
 areas described in Section 4 of this Agreement.
- Future landscape maintenance in the City-owned Project area except for the rain garden and landscape island areas detailed in Section 3 of this Agreement.
- Jurisdiction, ownership, future maintenance and rehabilitation of the 15 LED light poles and associated hardware located within Glenn Park, including payment of utility service bills.
- Snow removal on the driveway entrance off of Mattis Avenue, including the conveyed areas of the driveway entrance and parking lots described in Section 4 of this Agreement.

- Surface restoration of all areas within Glenn Park that are disturbed by the Project.
 Section 3. Park District Responsibilities. As part of this Agreement, the Park District will be responsible for the following items:
 - Jurisdiction, ownership, future maintenance and rehabilitation of the multi-purpose path, rain gardens and landscape islands within Glenn Park, as shown on Exhibit A.
 - Landscape maintenance of the rain garden and two landscape islands located within Glenn Park, as shown on Exhibit A, including the areas of such rain garden(s) and landscape islands that are located within the City-owned Project area and contiguous with the main rain garden and landscape islands. Through further mutual agreement, the rain garden and landscape island planting areas may be changed or revised in the future to meet the maintenance and aesthetic needs of both Parties.
 - Snow removal on the multi-purpose path within Glenn Park, the City-owned sidewalks
 located around the perimeter of the detention basin and the sidewalks adjacent to the
 parking lots located on Victor Street and Miller Avenue.

Section 4. Conveyances. The Park District, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, in hand paid, and the conditions and agreement hereinafter contained, shall give, grant, convey, and quit claim to the City of Champaign, Illinois, a municipal corporation, the right, title and interest it has in, over, and under, the legally described parcels within the area commonly known as Glonn Park in Champaign, Illinois, at the locations depicted on Exhibit B. The Park District will have the opportunity to participate in the design processes for the improvements to the areas legally described in Exhibit B and the Park District will have the right to approve the plans and improvements for the Project before the bid process and construction begins.

Section 5. Temporary Construction Easement. The Park District, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, in hand paid, and the conditions and agreement hereinafter contained, hereby gives, grants, and conveys to the City of Champaign, Illinois, a municipal corporation, a temporary easement, privilege, right and authority to work, erect, construct, install and/or lay all of the improvements detailed in Section 1 of this Agreement on the Park District land commonly known as Glenn Park and conduct all other activities necessary to complete the construction of the Project.

Section 6. Stormwater. In recognition of the purpose of this Agreement, in no event shall the Park District ever be obligated for or assessed any stormwater utility fee or other similar fee or charge regarding the area and park which are the subject of this Agreement.

Section 7. Indemnification. Notwithstanding any other term of this Agreement and regardless of any insurance obtained by the Park District for the benefit of the City, the Park District hereby waives, releases and shall protect and defend the City and acknowledges that the City shall not be liable for, and the Park District shall indemnify and hold the City (including all of its agents, officers and employees) harmless from any all loss, liabilities, damages, suits, actions, claims, demands, expenses, attorney's fees, and costs of every kind and nature incurred by or asserted or imposed against the City or its agents, officers and employees during or after the completion of the Project arising out of or in connection with any use, non-use, possession, occupation, existence, condition, operation, design, construction, maintenance, or management of or on or in connection with the Park District owned and maintained portion of improvements by reason of any accident, injury including death, or damage to any person or property however caused, other than by the sole negligence or willful misconduct of the City or its officers, employees or agents.

In a like manner, the City shall hold harmless, indemnify and defend the Park District and its commissioners, officers, employees, agents, representatives, and volunteers on the same terms as set forth above in this Section 7 for any and all loss, liabilities, damages, suits, actions, claims, demands, expenses, attorney's fees, and costs of every kind and nature incurred by or asserted or imposed against the Park District or its commissioners, officers, employees, agents, representatives, and volunteers, or any of them, by reason of any accident, injury including death, or damage to any person or property however caused, other than by the sole negligence or willfulness misconduct of the Park District or its commissioners, officers, employees, agents, representatives, and volunteers during or after completion of the Project arising out of or in connection any use, non-use, possession, occupation, existence, condition, operation, design, construction, maintenance or management of or on or in connection with the City-owned and maintained portion of the improvements.

Section 8. Insurance. The Park District shall maintain, at its sole expense, for so long as this Agreement remains in effect, a public liability and property damage insurance program which names the City as an additional insured. This insurance shall be in at least the following amounts:

\$1,000,000.00 combined single limit/bodily injury or death \$300,000.00 combined single limit/property damage

The Park District shall file with the City Clerk a current certificate of insurance evidencing such coverage at the inception of this Agreement and annually thereafter as such insurance coverage is renewed. The City shall provide the same coverage on the same terms, which names the Park District as an additional insured, with suitable extensions and riders as necessary to afford and confirm such coverage. All certificates of insurance in connection herewith shall be furnished to

the respective Party no later than seven (7) days prior to the commencement date of this Agreement. Such insurance policies shall not be cancelled or amended without thirty (30) days prior written notice having been given to the respective Party. Any such cancellation shall form a bases for the Party to be indemnified and defended thereunder to obtain a renewal of such policy or acquire an alternative policy, for which the Party whose insurance has been cancelled shall reimburse the other.

Section 9. Notice. All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given on the date and at the time they are sent by certified mail, return receipt requested, to the respective Party at the addresses set forth below, or at such other place address as the Parties shall provide to each other in writing. In addition, any such notice shall be contemporaneously sent by the first class regular U.S. Mail, as well as by e-mail or facsimile transmission at the address(es) or numbers set forth below:

City of Champaign	Champaign Park District
City Manager	Executive Director
102 North Neil Street	706 Kenwood Road
Champaign, Illinois 61820	Champaign, Illinois 61821
E-Mail:	E-Mail:
Facsimile Number:	Facsimile Number:

Section 10. Assignment. This Agreement shall not be assigned or delegated by either Party to any subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of the other Party which shall not be unreasonably withheld.

Section 11. Applicable Law and Venue. The City shall comply with all applicable federal, state and local statutes, rules, regulations, and ordinances with regard to the performance of carrying out of the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

Section 12. Severability. In the event one or more of the provisions contained in this Agreement shall be determined by court of law having appropriate jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement and the validity, legality or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in effect.

Section 13. Waiver. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall a failure to insist upon strict compliance with any right or power at any one time or times be deemed a waiver or relinquishment of any such term, covenant, condition or right or power at any other time or times.

Section 14. Counterparts. This Agreement shall be executed in any number of counterparts, each of which shall be deemed to be an original.

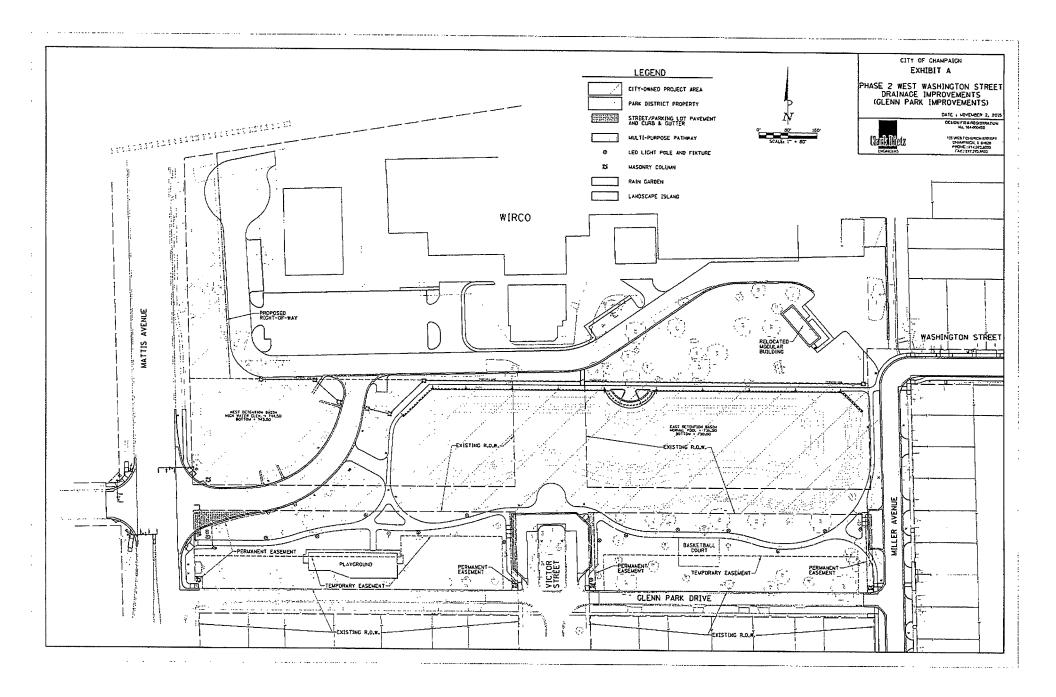
Section 15. Entire Agreement and Amendment. This Agreement and any terms or specifications attached hereto or otherwise referred to herein constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection herewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties and dated after the date hereof.

IN WITNESS of this Agreement, the Parties hereto set their hands and seals and executed this Agreement the date and year first above written.

CITY OF CHAMPAIGN

CHAMPAIGN PARK DISTRICT

City Manager	President
ATTEST:	ATTEST:
City Clerk	Secretary
(SEAL)	(SEAL)
APPROVED AS TO FORM FOR CITY:	APPROVED AS TO FORM FOR PARK DISTRICT
	• •
City Attorney	Its Attorney



WASHINGTON STREET AREA IMPROVEMENTS

GLENN PARK PROPERTY

PIN: 41-20-11-302-001 (East and West tracts) (Revised 1-9-2016)

Project Parcel 101PE

A part of two tracts of land shown as "Glenn Park" in L.G. Collison's First Addition to the City of Champaign, per plat recorded in the Champaign County Recorder's Office in Plat Book "D" at page 201, more particularly described as follows, with bearings based on the Illinois State Plane Coordinate System, East Zone:

101PE-1:

Commencing at the southwest corner of Lot 8 of Block 2 in the above described L.G. Collison's Addition to the City of Champaign, thence South 00 degrees 43 minutes 00 seconds East 35.01 feet, to a point being the northwest corner of the west tract identified as "Glenn Park" on the aforesaid plat of L. G. Collison's Addition to the City of Champaign, said point also being the POINT OF BEGINNING; thence along the north line of said west tract of "Glenn Park", South 89 degrees 20 minutes 00 seconds East 121.87 feet; thence South 74 degrees 18 minutes 13 seconds West 99.21 feet; thence South 00 degrees 43 minutes 00 seconds East 27.43 feet; thence South 89 degrees 17 minutes 00 seconds West 26.00 feet, to the west line of said west tract of "Glenn Park", said west line also being the east line of Mattis Avenue; thence along said west line of the west tract of "Glenn Park", North 00 degrees 43 minutes 00 seconds West 56.02 feet, to the Point of Beginning, containing 2788 square feet, more or less, all in the City of Champaign, Champaign County, Illinois.

101PE-2:

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101PE-3:

Commencing at the northeast corner of Lot 1 of Block 3 in the above described L.G. Collison's Addition to the City of Champaign, thence North 00 degrees 46 minutes 19 seconds West 35.01 feet, to a point being the southeast corner of the west tract identified as "Glenn Park" on the

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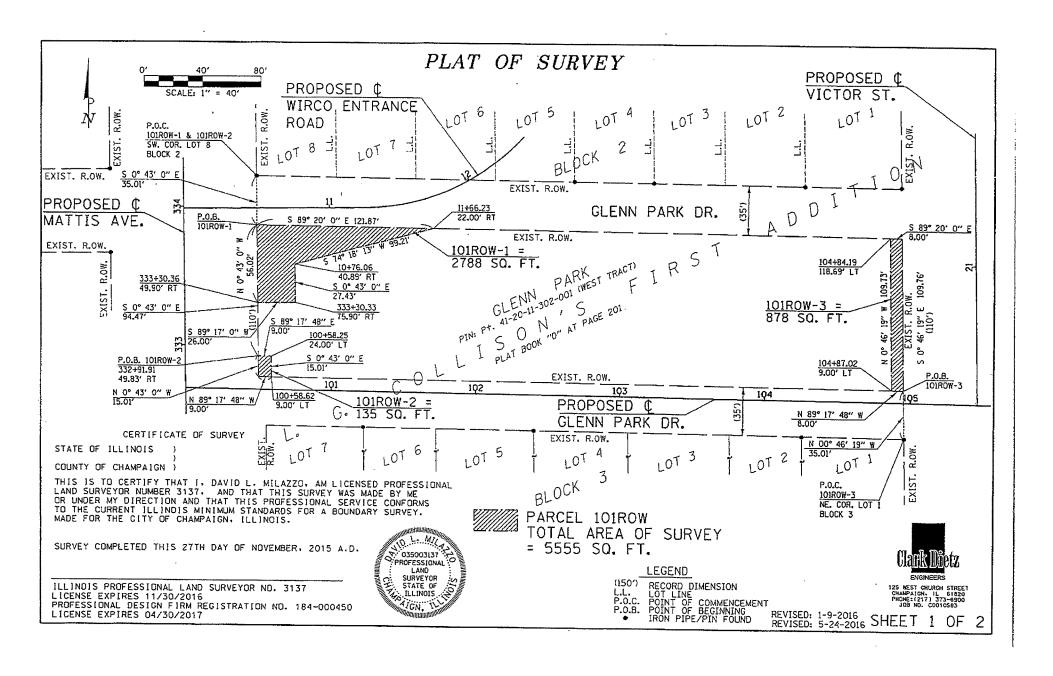
101PE-4:

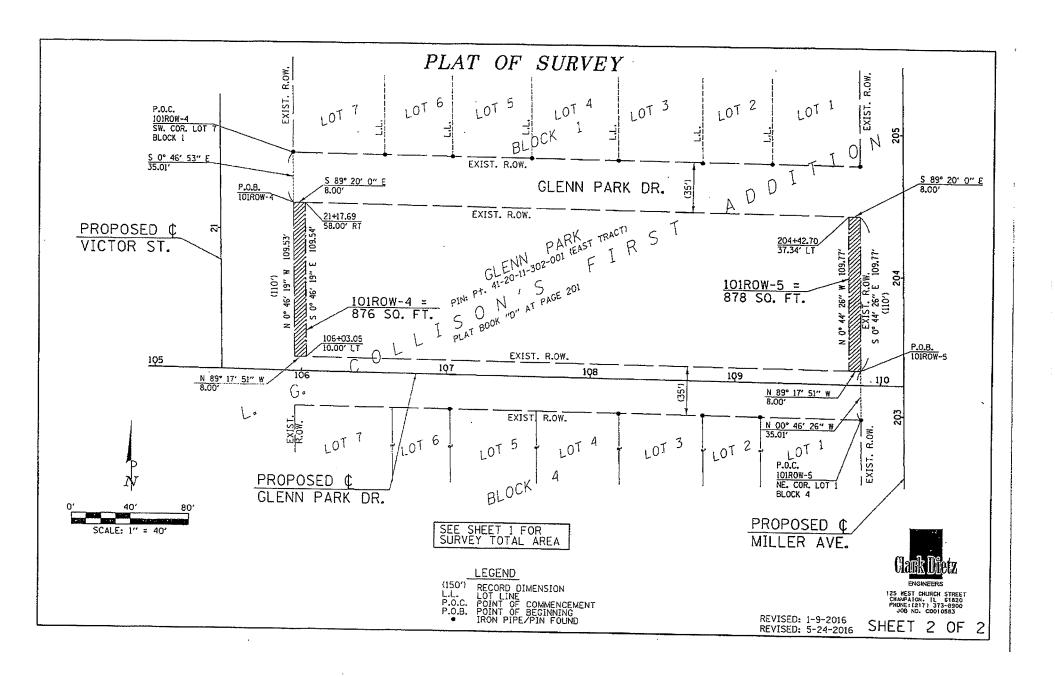
Commencing at the southwest corner of Lot 7 of Block 1 in the above described L.G. Collison's Addition to the City of Champaign, thence South 00 degrees 46 minutes 53 seconds East 35.01 feet, to a point being the northwest corner of the east tract identified as "Glenn Park" on the aforesaid plat of L. G. Collison's Addition to the City of Champaign, said point also being the POINT OF BEGINNING; thence along the north line of said east tract of "Glenn Park", South 89 degrees 20 minutes 00 seconds East 8.00 feet; thence along a line parallel to and 8.00 feet offset easterly from the west line of said east tract of "Glenn Park", South 00 degrees 46 minutes 19 seconds East 109.54 feet, to the south line of said east tract of "Glenn Park"; thence along said south line, North 89 degrees 17 minutes 51 seconds West 8.00 feet, to the southwest corner of said east tract of "Glenn Park"; thence along the west line of said east tract of "Glenn Park", North 00 degrees 46 minutes 19 seconds West 109.53 feet, to the Point of Beginning, containing 876 square feet, more or less, all in the City of Champaign, Champaign, Illinois.

101PE-5:

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Parcels 101PE-1, 101PTE-2, 101PE-3, 101PE-4, and 101PE-5 totaling 5555 square feet, more or less, all in the City of Champaign, Champaign County, Illinois.





QUIT CLAIM DEED

The Grantor, CHAMPAIGN PARK DISTRICT, an Illinois municipal corporation of the City of Champaign, County of Champaign, and State of Illinois, for and in consideration of ten dollars and other good and valuable consideration in hand paid, CONVEYS and QUITCLAIMS to the Grantee, the

CITY OF CHAMPAIGN, ILLINOIS, a municipal corporation of the County of Champaign, and State of Illinois, all right, title and interest in and to the following described real estate: See Legal Description attached hereto. Subject to: (1) Real estate taxes for the year 2016 and subsequent (2) Covenants, conditions, restrictions and easements apparent or of record: (3) All applicable zoning laws and ordinances. Dated this day of , 2016. CHAMPAIGN PARK DISTRICT, an Illinois Municipal .(ABOVE SPACE FOR RECORDER'S CERTIFICATE ONLY)... Corporation By: Joseph DeLuce, Executive Director ATTEST: Cindy Harvey, Secretary I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Joseph DeLuce, and Cindy Harvey, the Executive Director and Secretary of the STATE OF ILLINOIS COUNTY OF CHAMPAIGN CHAMPAIGN PARK DISTRICT, personally known to me, appeared before me this day in person and acknowledged that this deed was signed, sealed and delivered as a free and voluntary act, for the uses and purposes therein set forth, including the waiver of the right of homestead. Given under my hand and Notarial Seal, this _____ day of [SEAL] **Notary Public** PREPARED BY: Guy C. Hall Robbins, Schwartz, Nicholas, Lifton MAIL TAX BILL TO: RETURN TO: & Taylor, Ltd. 301 N. Neil, Suite 400 Champaign, IL 61820

BUYER, SELLER OR REPRESENTATIVE

EXEMPT UNDER THE PROVISIONS OF ILCS 200/31-45, PARAGRAPH , REAL ESTATE TRANSFER TAX ACT. SIGNATURE:

WASHINGTON STREET AREA IMPROVEMENTS

GLENN PARK PROPERTY

PIN: 41-20-11-302-001 (East and West tracts) (Revised 1-9-2016)

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REPORT TO PARK BOARD

FROM:

Joe DeLuce, Executive Director

DATE:

August 10, 2016

SUBJECT:

Champaign Park District Trails Master Plan

Park District Trails Master Plan

The Park Districted contracted with the Champaign County Regional Planning Commission (CCRPC) to create a collaborative and community-focused Champaign Park District Trails Master Plan.

The CCRPC was asked to create a Trails Master Plan that:

- 1. Will help guide the creation of linkages for existing, proposed, and future trail facilities for walking and bicycling within the community.
- 2. Establish connectivity for walking and biking throughout Champaign Park District facilities and adjacent attractions and destinations.
- 3. Guide Park District decisions on trails within its jurisdiction.
- 4. Include drawings of potential new trails.
- 5. Outline the benefits of trails.
- 6. Discuss resident education opportunities related to trails.
- 7. Evaluate and address possible land acquisition opportunities.
- 8. Coordinate their efforts with those of surrounding park districts and municipalities to obtain a more integrated, better connected trail system on a regional scale.
- 9. Establish the policies, programs, and projects that will further enhance the connectivity of area trails for the enjoyment of the residents of the Park District.

The Results

The overall project took longer than anticipated but CCRPC staff wanted to make sure the public had ample opportunities to view and comment on the proposed plan.

On June 8, 2016, Gabe Lewis, Planner for CCRPC, shared the Master Trails Plan with the Park Board. He outlined the various recommendations and encouraged the Park Board to use the plan as a guide for the future trail system and land purchases within the Park District boundaries.

Staff is creating a cross department team to review the Trails Master Plan, evaluate the plan, and make a recommendation to focus on specific items within the Trails Master Plan, and an implement a timeline.

Budget Impact

The CCRPC's fee for the development of a Park District Master Trails Plan was \$24,955.62. The amount was paid over two fiscal budget years FY15 and FY16.

Recommended Action

Staff recommends the Park Board accept the Park District Master Trails Plan as the guideline to developing new trails, connecting trails and adding new park land.

Prepared by:

Joe DeLuce Executive Director



REPORT TO PARK BOARD

FROM:

Joe DeLuce, Executive Director

DATE:

Aug 5, 2016

SUBJECT: Hessel Park Phase 2 and 3

Background

As part of FY 16-17 Capital Projects \$800,000 is budgeted for Hessel Park Improvements Phase 2 and 3—new splashpad, new restroom building, and new pathway connection to the new playground as well as north turnaround parking and pavilion. There were seven bid packet requests/plan holders, and when bids were due Mon 1 Aug 2016, three local general contractors responding as shown below.

Prior Board Action

Besides initial approval of the Capital Budget amount, no prior Board action has been made.

Budget Impact

While the overall bid spread is 2%, the lowest by A & R Services of Urbana IL is \$146,531.44 over the budgeted amount.

Bidding Contractor	Bid Amount (\$)
A & R Services, Urbana IL	946,531.44
Petry-Kuhne, Champaign IL	956,957.00
Dodd's Company, Champaign IL	975,519.74

Details

A big portion of the additional cost was for excavation and replacement of unserviceable 2" water main to a 4" supply to the splashpad and the bathroom. Additionally, the specification of stainless steel sink and toilet fixtures cost more than was expected.

Options

- 1) Approve the lowest bid and award contract at 22 Aug 2016 meeting.
- 2) Reject all bids at 22 Aug 2016 meeting; rework design and re-bid for lower construction cost.

Prepared by:

Reviewed by:

Andrew Weiss

Kevin Crump

Park Planner and Landscape Architect

Director of Operations and Planning



REPORT TO PARK BOARD

FROM:

Joe DeLuce, Executive Director

DATE:

August 10, 2016

SUBJECT:

Spalding Park Master Plan

Introduction

The Board of Commissioners has listed the redevelopment of Spalding Park as a priority for the Champaign Park District. Staff has presented several conceptual plans and drawings for various amenities and facilities within Spalding Park over the past four years.

The Unit 4 School District is proposing to partner with the Park District to upgrade the baseball field and add four tennis courts in Spalding Park to provide athletic facilities for Central High School as well as the public.

In order to move the discussion forward and finalize a master plan for the site, staff has included the following information for your review to assist in the discussion about the Spalding Park Master Plan:

- Champaign Unit 4 School Program Budget, Conceptual Design and Budget for an indoor aquatic center and recreation center at Spalding Park.
- BLDD Architect's Feasibility Study for a Spalding Aquatic Center.
- BLDD Architect's Conceptualization of the Spalding Recreation Center
- Park District's Planning Staff Concept for the redevelopment of Spalding Park.
- Office of Parks and Recreation at the U of I review of the Champaign Park Districts Needs Assessment of 2011/12.

Possible Discussion Questions

- 1. What is each Board member's vision for the Spalding Park Master Plan?
- 2. If an indoor facility is constructed, what would you like to see included in the facility?
- 3. What outdoor amenities would you like to see added or kept in Spalding Park?
- 4. Do you have a limit on the funds which could be allocated to complete the Spalding Park Master Plan?
- 5. By what date would you like to have the Spalding Master Plan completed?
- 6. Would you like to see a feasibility study completed on the Park Board's consensus of the Spalding Park Master Plan?



CHAMPAIGN UNIT 4 SCHOOL PROGRAM BUDGETS

Park District Aquatic Facility - 72,177 GSF

5/26/2016 Seating for 400 spectators

Direct Construction Budgets

			Lo	ow Range		
Are	as	Budget		SQFT	Budget'	\SQFT
	Joint Use - Unit 4/Park District (red area on plan) - Competition Pool,	1				
A	Mechanical/Pool Equipment, Boys & Girls Lockers, Weights,	1				
	Multipurpose, Elevator, Mezzanine Seating, and Support Spaces	\$	14,596,812	38,734	\$	377
	Overhead	\$	893,665			
	Site Readiness	\$	11,232			
	Site Improvements [Earthwork & Utilities] No Parking Included	\$	171,930			
	New Construction	\$	13,519,985			
	Renovation	\$	-			
	Athletic Facilities	\$	=			
В	Park District Use (blue area on plan) - Therapy Pool, Leisure Pool,					
•	Mens & Womens Lockers, Gym, Fitness, and Support Spaces	\$	10,109,791	33,443	\$	302
	Overhead	\$	618,955			
	Site Readiness	\$	11,232			
	Site Improvements [Earthwork & Utilities] No Parking Included	\$	140,824			
	New Construction	\$	9,338,780			
	Renovation	\$	-1			
	Athletic Facilities	\$	-			
	OPTION A & B SUB TOTAL DIRECT BUDGETS	\$	24,706,603	72,177	\$	342

		Mid Point		
Bud	get	SQFT	Budge	t\SQFT
\$	15,048,260	38,734	\$	389
\$	921,304			
\$	11,579			
\$	177,247			
\$	13,938,129			
\$	-			
\$				
\$	10,422,465	33,443	\$	312
\$	638,098			
\$	11,579			
\$	145,180			
\$	9,627,608			
\$	-			
\$,	
\$	25,470,724	72,177	\$	353

	Ur	per Range		
Budget		SQFT	Budget\SQ	(FT
\$	16,101,638	38,734	\$	416
\$	985,795			
\$	12,390			
\$	189,655			
\$	14,913,798			
\$	=			
\$	-			
\$	11,152,037	33,443	\$	333
\$	682,764			
\$	12,390			
\$	155,342			
\$	10,301,541			
\$	-			
\$				
\$	27,253,675	72,177	\$	378

Indirect Construction Budgets

			Lo	w Range		
Ar	eas	Budget		SQFT	Budget	\SQFT
100	Joint Use - Unit 4/Park District (red area on plan) - Competition Pool,	1				
A	Mechanical/Pool Equipment, Boys & Girls Lockers, Weights,					
	Multipurpose, Elevator, Mezzanine Seating, and Support Spaces	\$	2,851,778	38,734	\$	74
	Site Acquisition	\$	-			
	Professional Fees	\$	1,758,916			
	Phone/IT/Security/Technology	\$	437,904			
10000	Furniture/Fixtures/Equipment Park District Use (blue area on plan) - Therapy Pool, Leisure Pool with	\$	654,958			
В	lazy river and indoor water slide, Mens & Womens Lockers, Gym,					
	Fitness, and Support Spaces	\$	1,905,872	33,443	\$	57
	Site Acquisition	\$	-			
	Professional Fees	\$	1,214,186			
	Phone/IT/Security/Technology	\$	303,294			
	Furniture/Fixtures/Equipment	\$	388,393			
	OPTION A & B SUB TOTAL INDIRECT BUDGETS	\$	4,757,650	72,177	\$	66

		Mid Point		
Budget		SQFT	Budget\SQF	-T
\$	2,939,977	38,734	\$	76
\$	-			
\$	1,813,315			
\$	451,448			
\$	675,214			
\$	1,964,817	33,443	\$	59
\$	-			
\$	1,251,738			
\$	312,674			
\$	400,405			
\$	4,904,794	72,177	\$	68

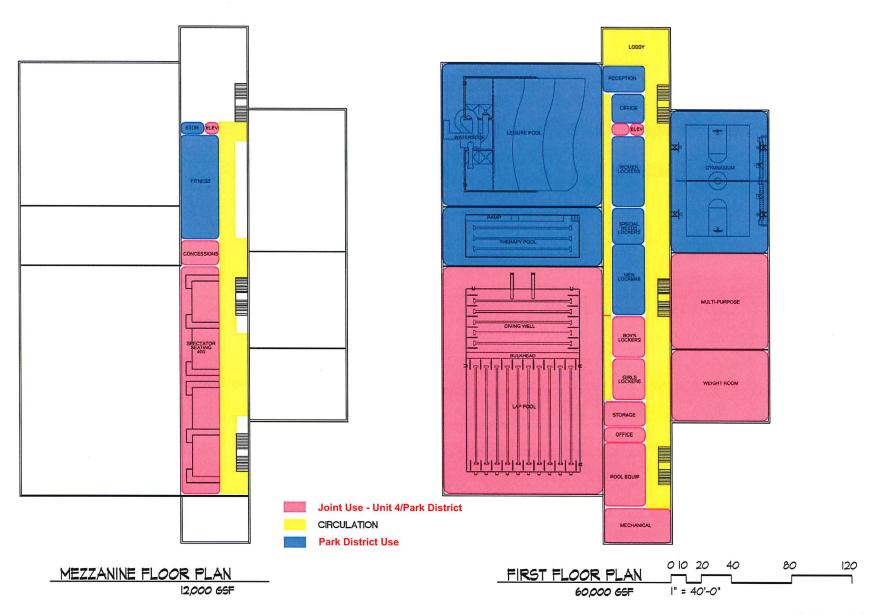
	Up	per Range		
Budget		SQFT	Budget\SQF	т
\$	3,145,776	38,734	s	81
\$	-	30,734	Ψ	0_
\$	-			
	1,940,247			
\$	483,049			
\$	722,479			
\$	2,102,354	33,443	\$	63
\$		35.0		
\$	1,339,360			
\$	334,561			
\$	428,433			
A 15 S				
\$	5,248,130	72,177	Ş	73

Total Project Budgets

			Lo	ow Range		
Ar	eas	Budget		SQFT	Budge	t\SQFT
L.	Joint Use - Unit 4/Park District - TOTAL DIRECT & INDIRECT	\$	17,448,590	38,734	\$	450
	Park District Use - TOTAL DIRECT & INDIRECT	\$	12,015,663	33,443	\$	359
		2				
	TOTAL COMBINED PROGRAM - DIRECT & INDIRECT [A+B]	\$	29,464,253	72,177	\$	408

		Mid Point		
Budg	get	SQFT	Budge	t\SQFT
\$	17,988,237	38,734	\$	464
\$	12,387,281	33,443	\$	370
\$	30,375,518	72,177	\$	421

QFT	Budge		SQFT	Budge	et\SQFT
464	\$	19,247,414	38,734	\$	497
370	\$	13,254,391	33,443	\$	396
421	\$	32,501,805	72,177	\$	450





Shared Aquatic Facility at Spalding Park

SHARED FACILITIES

Component	Quantity	Net Area	SF	Description/Notes
Competition Pool	1	16000	1600	0 25 yard x 35 yard with bulkhead for diving well
Boys Lockers	1	600	60	0 60 Lockers, showers and restroom
Girls Lockers	1	600	60	0 60 Lockers, showers and restroom
Pool Storage	1	500	50	0
Pool Equipment	1	1200	120	0
Pool Office	1	130	13	0
Spectator seating	1	4000	400	O Seating for 400 at Mezzanine
Concessions	1	400	40	0
Weight Room	1	3000	300	0
Lobby	1	1000	100	0 Includes (1) elevator
Multi-purpose Fitness	1	4000	400	0
		0		0

31430 Sub Total NSF

1.25 grossing factor

39287.5 gsf

PUBLIC FACILITIES

Reception/Check-in	1	400	400	
Leisure Pool	1	10000	10000	
Therapy Pool	1	4000	4000	Warm water deep pool
Men's Lockers	1	1000	1000	Public Lockers, showers and restrooms
Women's Lockers	1	1000	1000	Public Lockers, showers and restrooms
Gymnasium	1	6000	6000	Secondary gym / multipurpose space
Special Needs Lockers	1	500	500	Private showers/restroom and lockers
Admin Office	1	400	400	
Fitness	1	1500	1500	
Misc.	1	500	500	
			4	

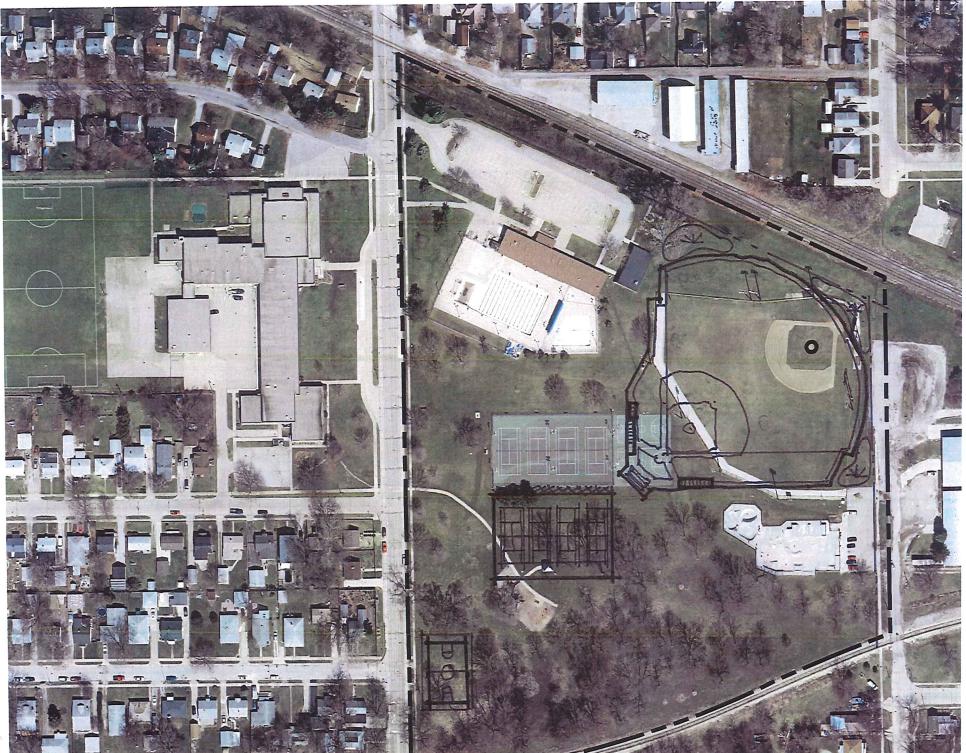
25300 Sub Total NSF

1.3 grossing factor

32890 gsf

Total New Area

72177.5 gs





FEASIBILITY STUDY - DRAFT

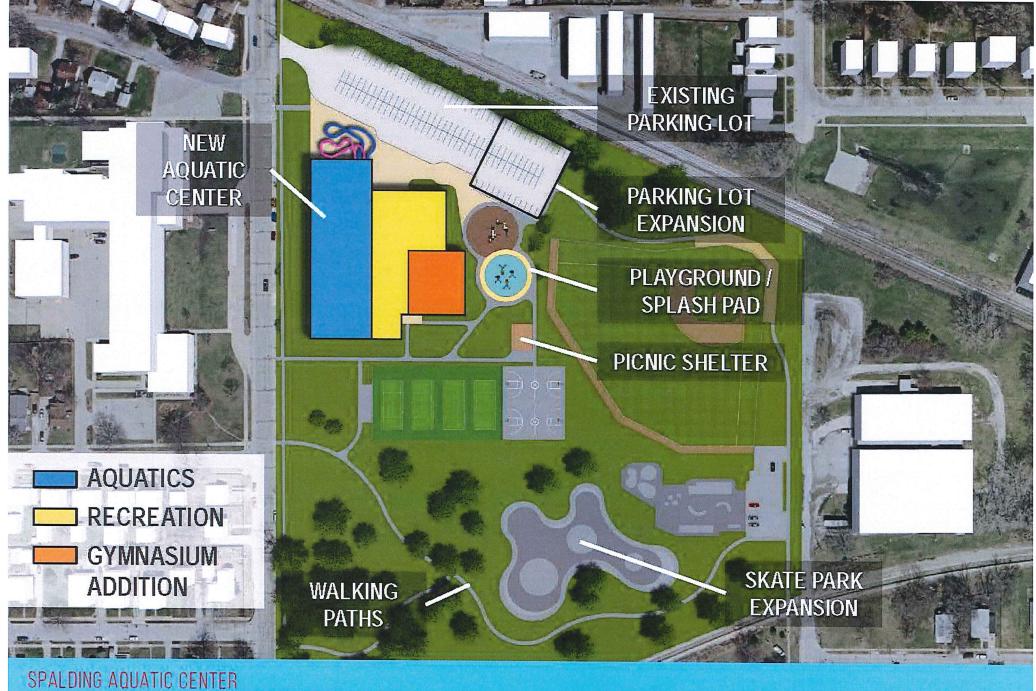
SPALDING AQUATIC CENTER

FEBRUARY 11, 2015



EXISTING SITE





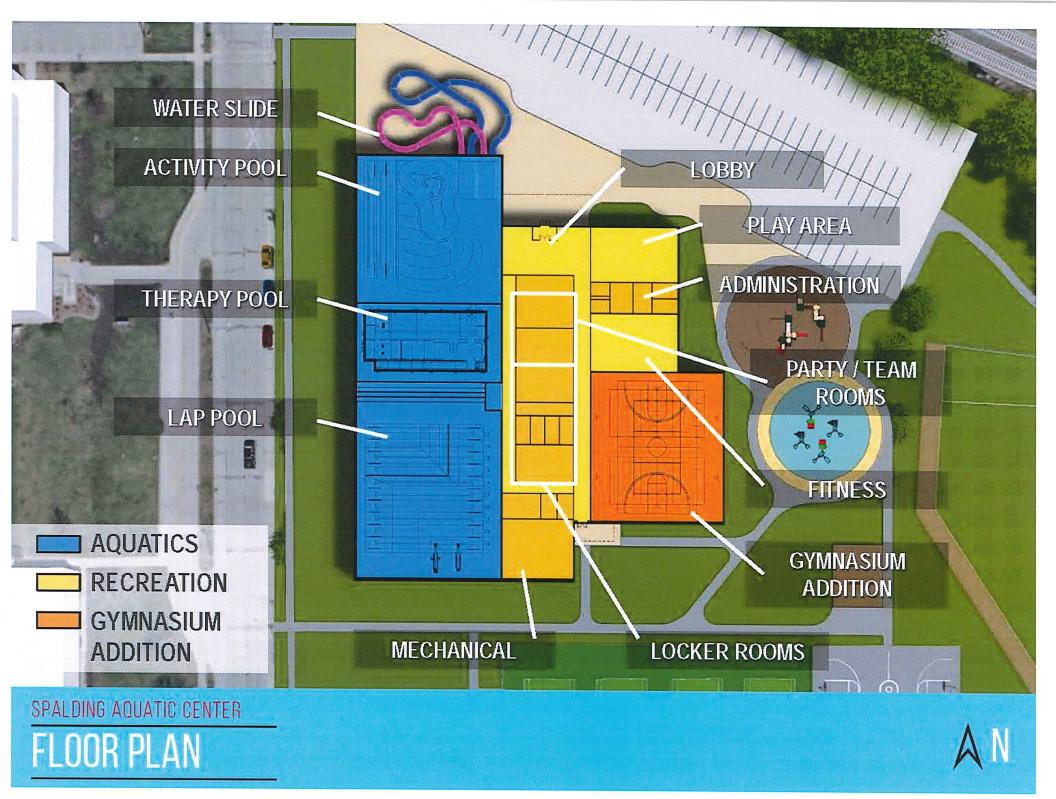
SITE PLAN - 25 YD. POOL

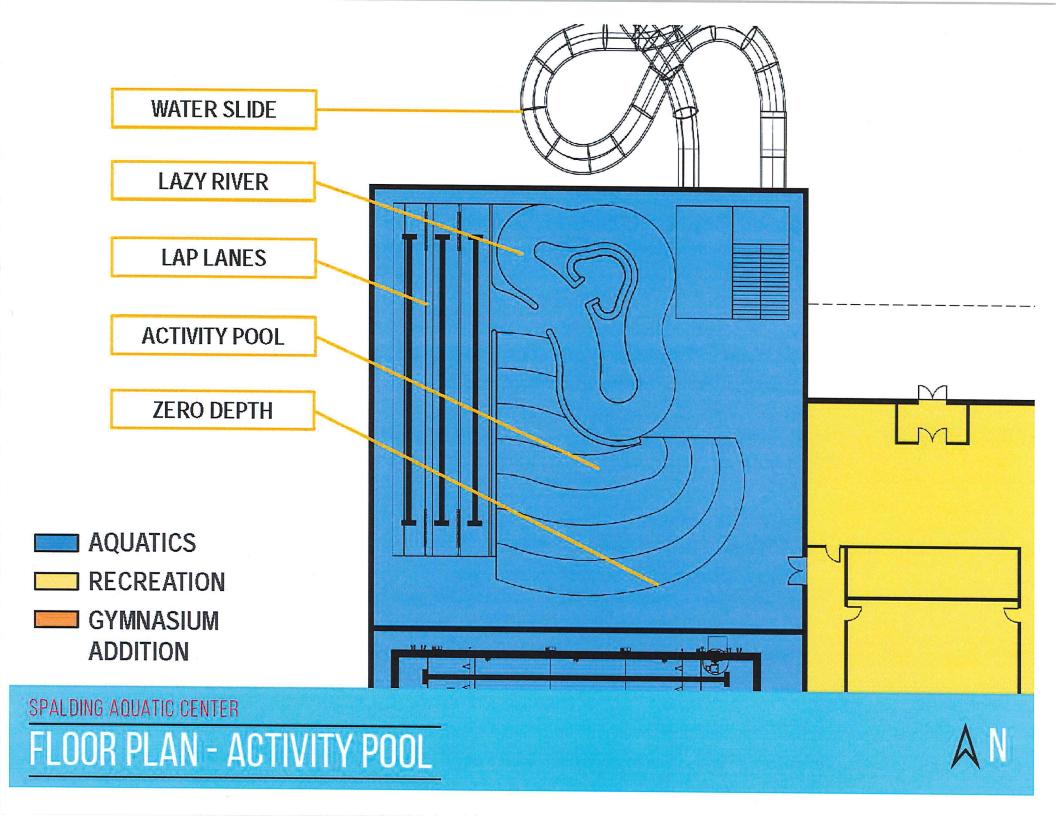




SITE PLAN - 50 M. POOL









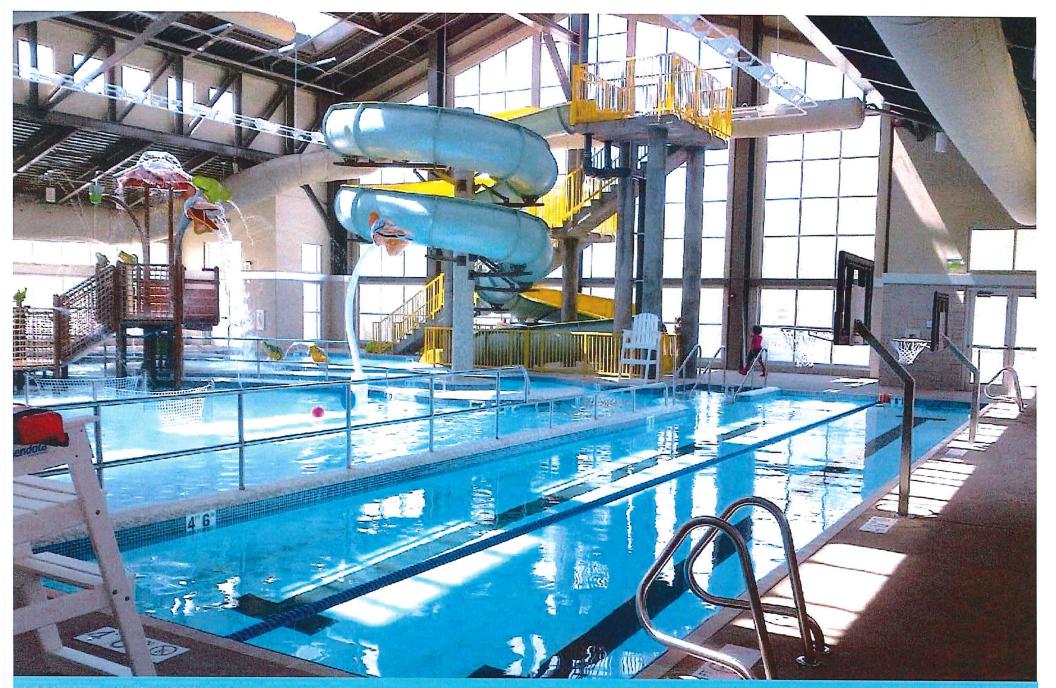








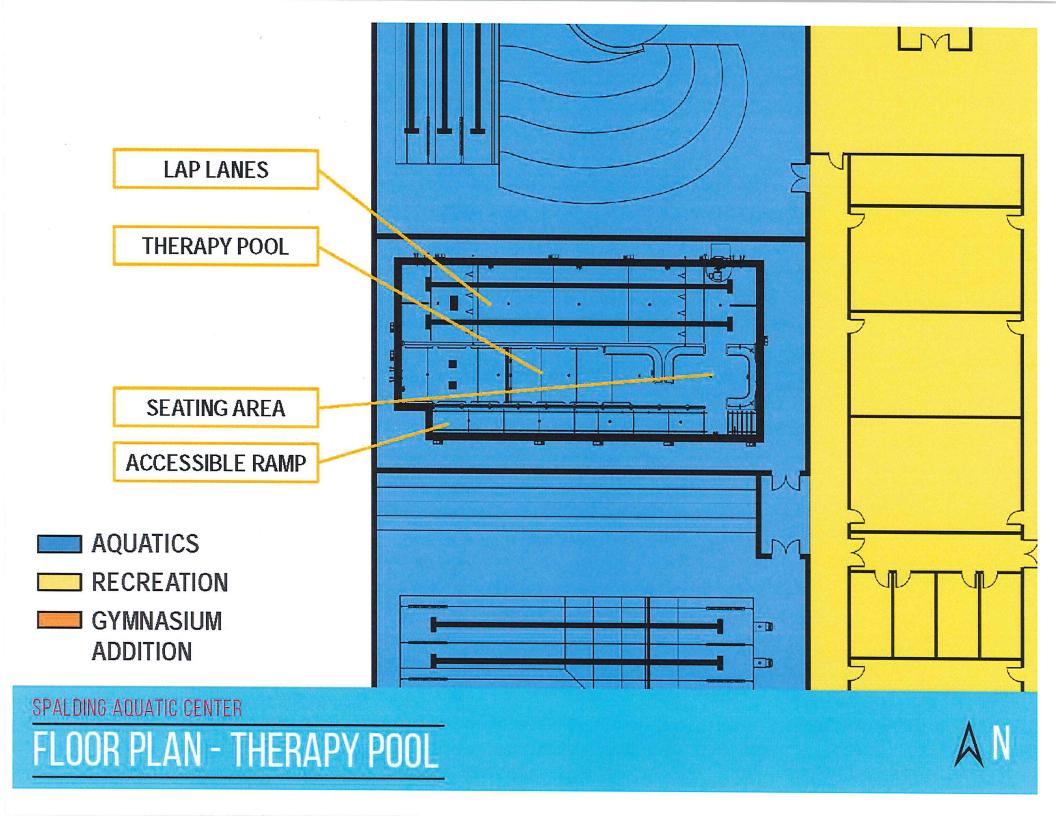


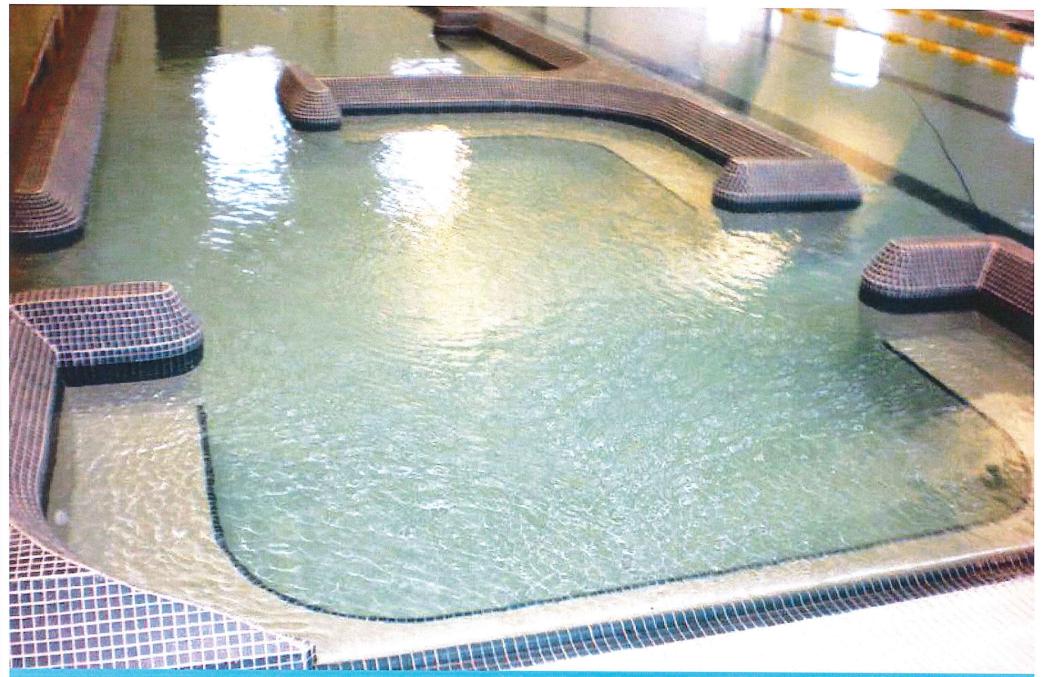






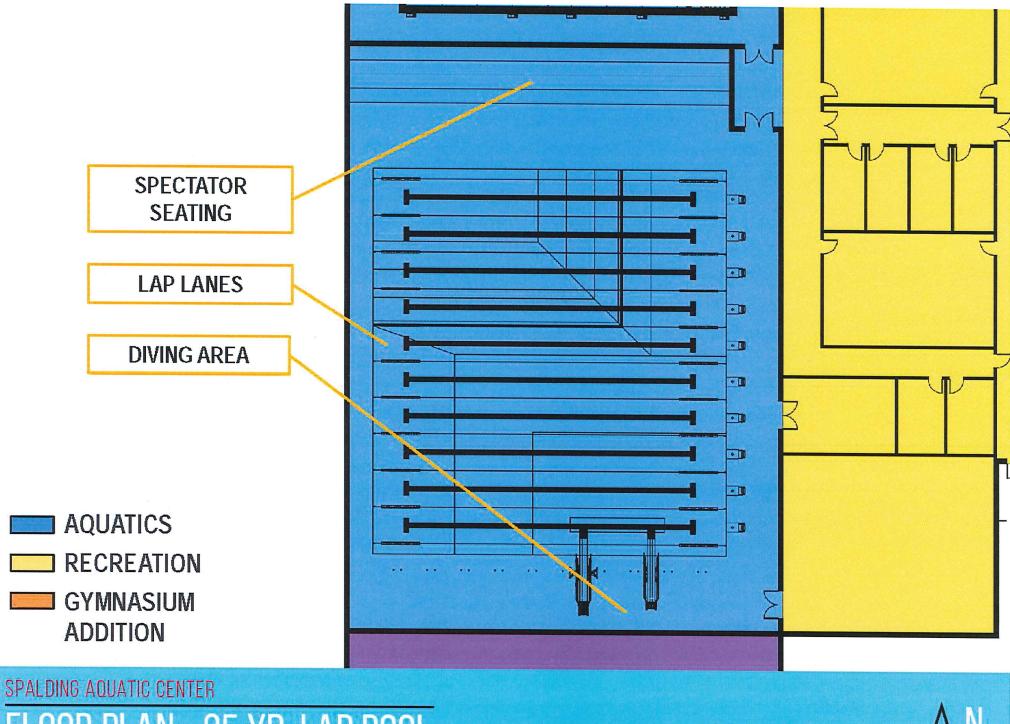






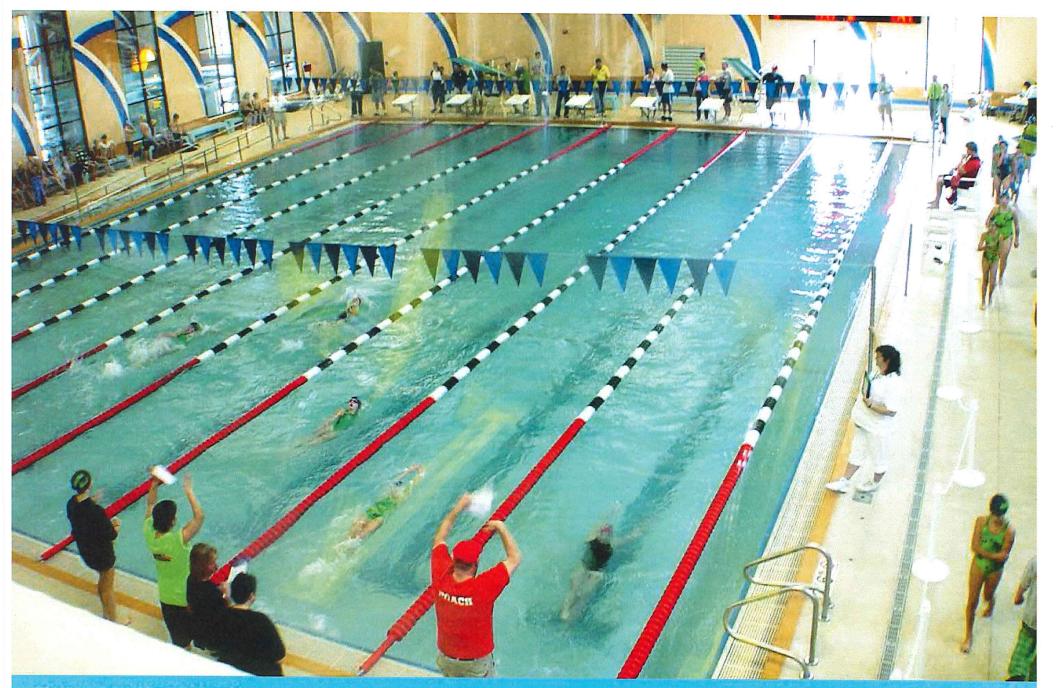
THERAPY POOL





FLOOR PLAN - 25 YD. LAP POOL

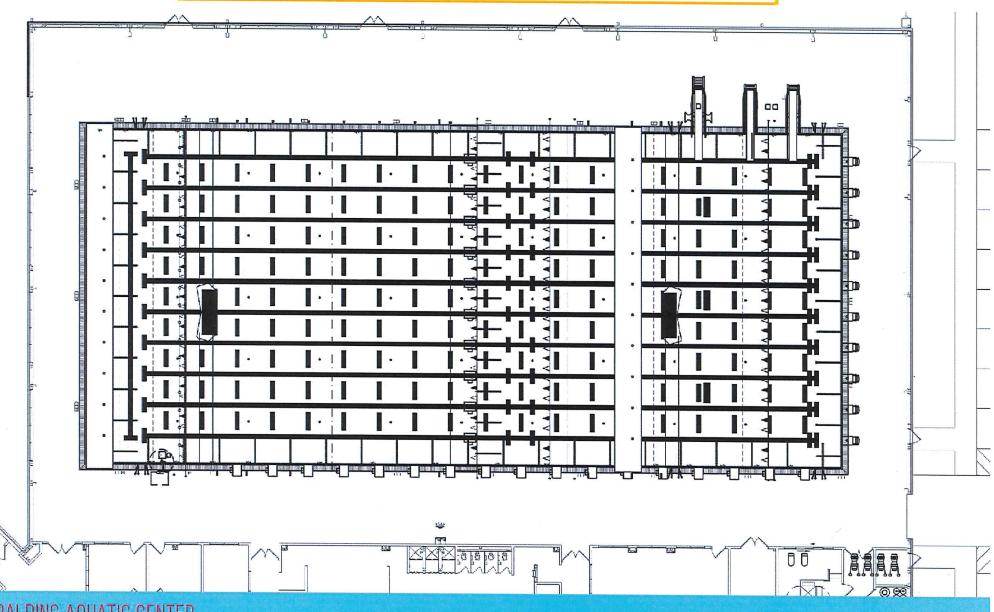




25 YD. LAP POOL



50M POOL PLAN EXAMPLE



SPALDING AQUATIC CENTER

FLOOR PLAN - 50 M. LAP POOL



50 M. LAP POOL





SWIM MEET EXAMPLE





FEASIBILITY STUDY

AQUATIC CENTER PROJECT BUDGET

(25 YARD POOL AND NO GYMNASIUM - 45,000 SF)

DEMOLITION (EXISTING POOL AND BUILDINGS)	\$250,000
NEW BUILDING + BASIC SITE WORK (WALKS, SITE UTILITIES, ETC.)	\$10,287,500
POOL SYSTEMS + EQUIPMENT	\$4,215,000
	·
TOTAL PROJECT COST	\$14,752,500
TOTAL PROJECT COST ADD 8,000 SF GYMNASIUM ADD 7,600 SF FOR 50 METER POOL	\$14,752,500 + \$1,560,000

SPALDING AQUATIC CENTER

CONCEPTUALIZATION



CONCEPTUALIZATIONS

SPALDING RECREATION CENTER



EXISTING







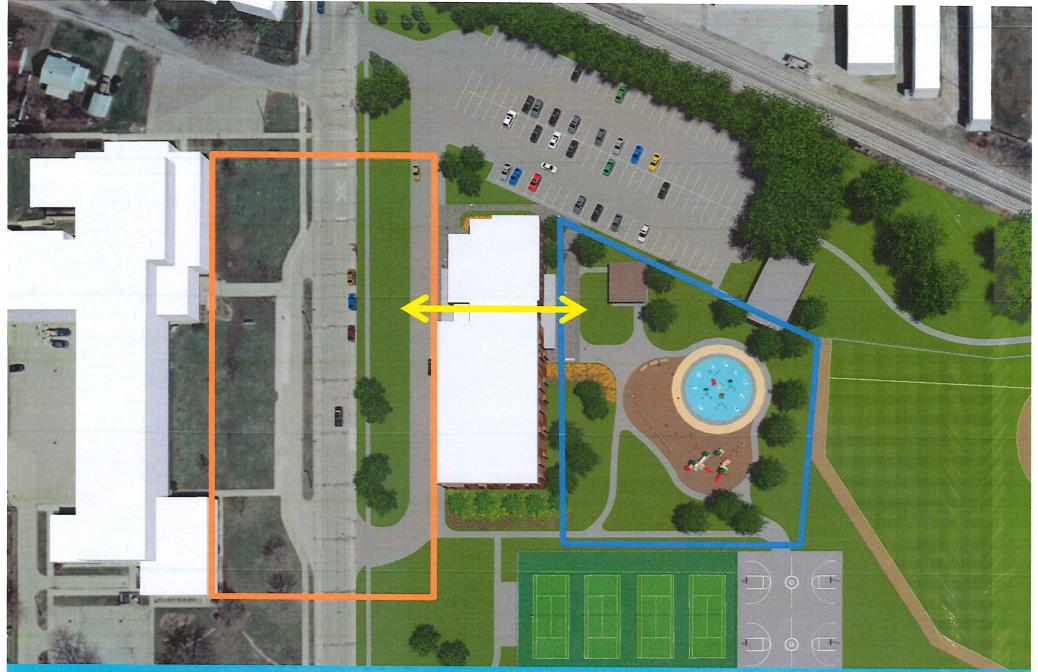
GATEWAY TO THE PARK N-S ORIENTATION 30,000 S.F. 2-STORY

SPALDING RECREATION CENTER

OPTION 1





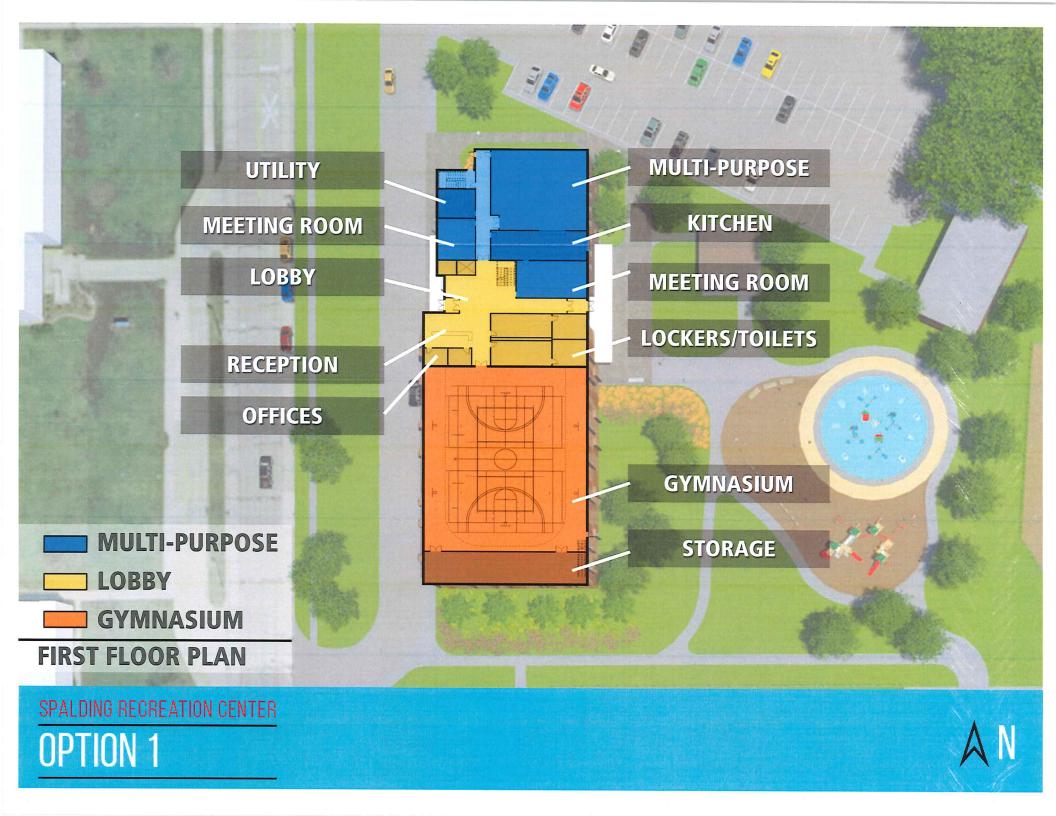


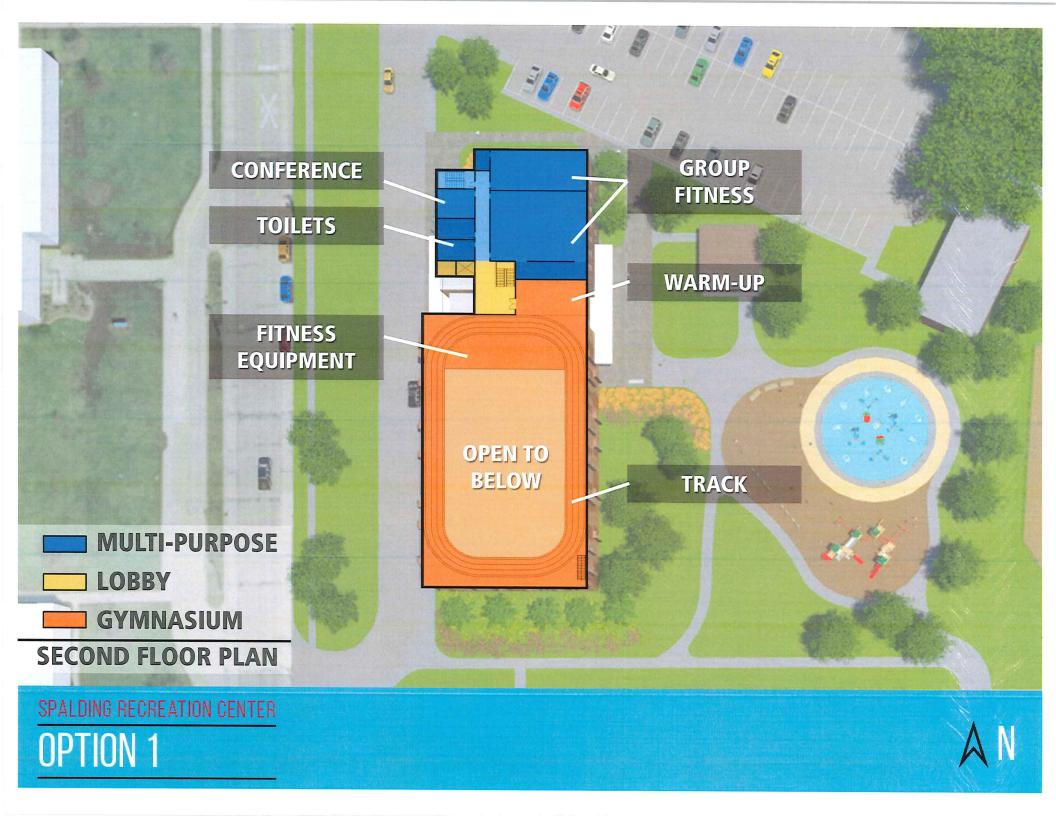




OPTION 1

AN









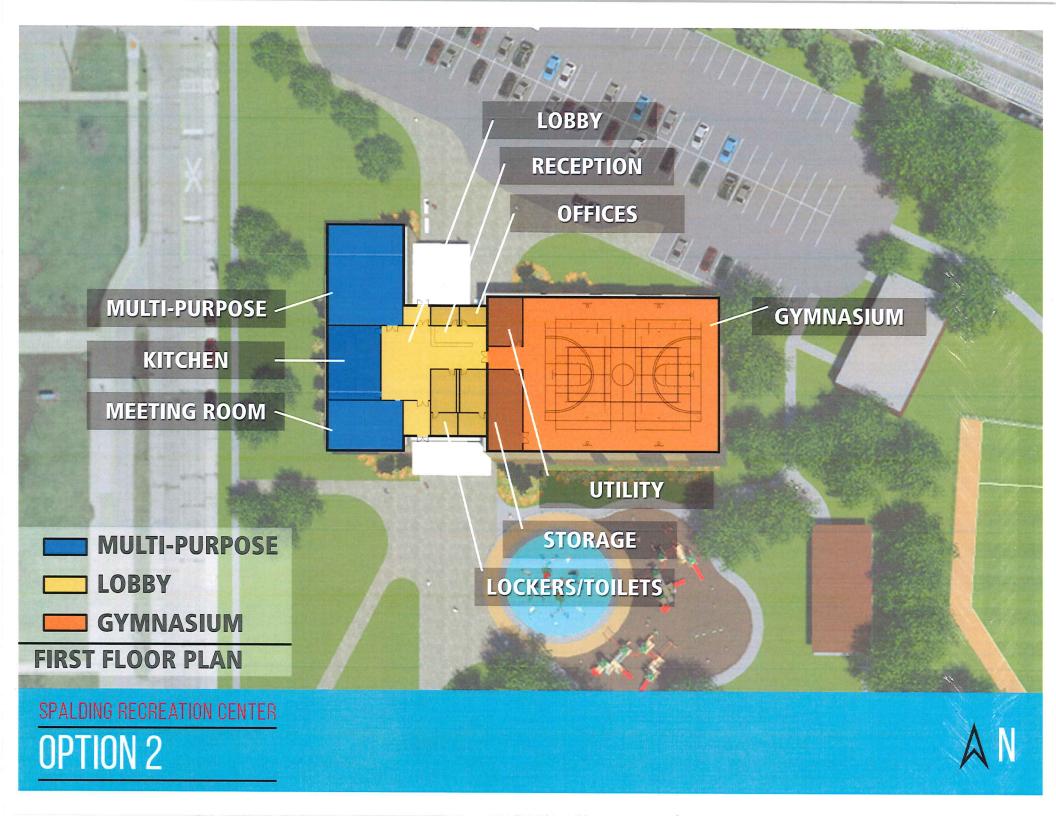
PLAYGROUND AS PUBLIC PLAZA E-W ORIENTATION 20,000 S.F. 1-STORY

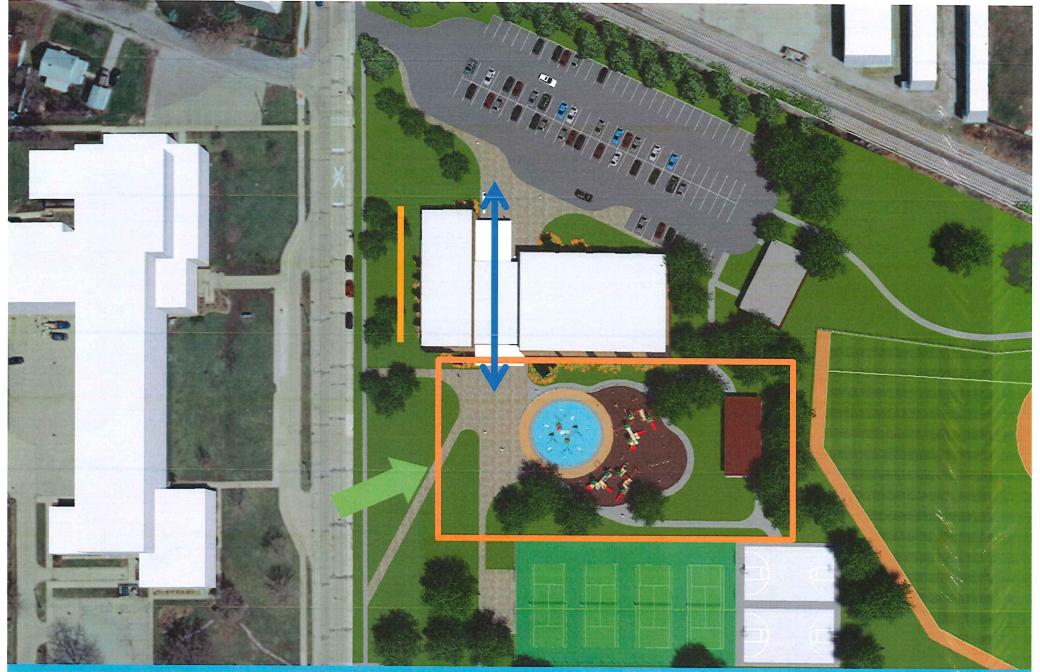
SPALDING RECREATION CENTER



EXISTING





















706 Kenwood Road Champaign IL 61821

Spalding Park Redevelopment - Concept Spalding Park 900 N Harris Avenue Champaign IL 61820

date	drawing issu
7/23/2014	For Review
C	concept



sheet 1 of 1



Champaign Park District Needs Assessment Review

Directional statements to summarize and complement the executive summary of the 2011-2012 Champaign Park District Needs Assessment

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Introduction:

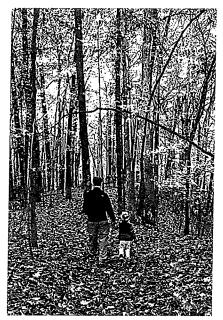
The Champaign Park District (CPD) is in the process of developing a new master plan. The District has requested that the Office of Recreation and Park Resources (ORPR) at the University of Illinois review a recent needs assessment conducted by the ETC Institute. The purpose of this review process is to produce a series of summary statements that will provide accurate insight of community attitudes, opinions and perceptions toward the Champaign Park District. The indepth summary statements from the needs assessment report will help to develop a base of information by which short-term and long-range planning may be directed.

Outdoor Recreation Amenity Use and Preference:

This report chooses to discuss outdoor recreation amenity use and preference first, because it is important to understand the "big picture" of amenity use and preference before looking at specific amenity use and preference at Spalding and Douglass Parks. For example, in this survey forty-six percent (46%) of respondents say they would like to see a pool kept in Spalding Park. However, in the context of the overall survey, only one percent (1%) of respondents sees Spalding pool as the top priority in the "big picture" of the Champaign Park District's amenities.

Listed below are the top seven most needed amenities by survey respondents and their statistics.

Walking and Biking Paths:



Walking and biking paths were indicated as the most needed amenity by survey respondents or by members of their household (73%). Despite the high use of walking and biking paths, respondents say their needs are not being met. Seventyone percent (71%) of respondents say their walking and biking path needs are met at a level of seventy-five (75%) or less. Forty-three (43%) of respondents say their walking and biking path needs are being met at a level of fifty percent (50%) or less. Analysis of survey responses also shows that walking paths are listed as the top priority for use (14%) and ranks number one for the sum of the top four priorities for use (46%). Fifty-one percent (51%) of respondents were very supportive of trail development as a major action by the CPD. Fifty-five percent (55%) were very support of the development of parks for passive use (trails, etc.) as a major action.

Nature Trails and Nature Parks:

Nature trails and natures parks were selected as a need by seventy-three percent (73%) of respondents. Nature trails and parks were the fifth highest top priority. Forty-one percent (41%) of respondents stated that their needs in this area are being met at a level of fifty percent (50%) or less.





Large Community Parks:

The third highest need for amenities in the CPD that survey participants selected was large community parks (71%). When asked if their needs were being met in this area, fifty-six percent (56%) of respondents stated that their needs were being met at a level of one hundred percent (100%). This is the second highest one hundred percent (100%) selection percentage in the survey slightly behind the Virginia Theatre at sixty-three percent (63%).

Small Community Parks:

When summing survey participant's top four priorities for need of amenities, small community parks are listed as the second highest need. Sixty-nine percent (69%) of households said they had a need for small community parks.



The Virginia Theatre:

The Virginia Theatre is a valued resource in this community because it was listed as the fifth highest need for use (58%) and the second highest top priority of survey respondents. Sixty-eight percent (68%) of survey participants said they were very supportive or somewhat supportive of upgrading the theatre.



Swimming Pools/Water parks:

Swimming pools/water parks were also chosen as an important amenity by respondents of the survey and rank as the fourth highest priority for use. However, it appears that the CPD is doing a good job of meeting those needs because seventy-four percent (74%) of respondents say their swimming pools/water park needs are met at a level of seventy-five percent (75%) or higher.

Picnic Areas/Shelters:

Picnic areas/shelters were used by fifty-four percent (54%) of survey respondents or by members of their household in the last 12 months. Eighty-four percent (84%) of respondents stated that the CPD has met their needs in this area by a level of level of seventy-five percent (75%) or greater.

Spalding Park and Pool Amenity Use and Preference

The executive summary states that the highest percentage of households would like walking paths (47%), swimming pool (46%), picnic shelters (36%) and playgrounds (36%) kept in or added to Spalding Park.

Walking Paths:

Walking Paths kept in or added to Spalding Park:



Forty-seven percent (47%) of respondents said they would like to see walking paths kept in or added to Spalding Park. Walking paths were chosen as the number one item to keep or add at Spalding Park by household types with residents between the ages of 20-54 (51%), household types 55+ (44%), respondents between the ages of 55-64 (48%), respondents aged 65+ (38%) and in four out of six income categories including the lowest and highest income categories.

Priority of walking paths at Spalding Park:

Walking paths at Spalding Park were the third highest priority of respondents (12%). Walking paths are also the number two priority (32%) at Spalding Park when summing the top three respondent priorities. However, the highest amount of respondents did not choose a top priority (30%) and twenty-nine percent (29%) of respondents did not choose a first, second or third priority for Spalding Park.

Swimming Pool:

Amenity kept in or added at Spalding Park:

At Spalding Park in particular, forty-six percent (46%) of respondents said they would like to see a swimming pool kept in or added to the park. A swimming pool was chosen as the number one item to keep or add at Spalding Park by household types with children under the age of 10 (52%), household types with



children ages 10-19 (53%) respondents with an age between 35-44 (46%), respondents with an age between 45-54 (50%) and in two out of six income categories. However, of those respondents, only forty-nine percent (49%) have visited CPD parks in the last 12 months and only forty-seven percent (47%) have participated in CPD programs. Only thirteen percent (13%) of all respondents have visited the Spalding pool in the last 12 months.

Priority of a swimming pool at Spalding Park:



A swimming pool at Spalding Park is the second highest priority of respondents (24%). A swimming pool is also the number one priority (35%) at Spalding Park when summing the top three respondent priorities. However, the highest amount of respondents did not choose a top priority (30%) and twentynine percent (29%) of respondents did not choose a first, second or third priority for Spalding Park. Spalding pool also was at the

bottom of the list in the "top priority for use category" (1%) and the "sum of the top three priorities of use category" (6%).

Other Notable statistics about the Spalding Park swimming pool:

- 1. The desire for including a pool at Spalding Park goes down with household type and age.
- 2. Households with kids aged 10-19 years placed the highest priority on the Spalding pool (13%)
- 3. Women (50%) are more likely to desire a pool at Spalding Park than men (41%).
- 4. The highest and lowest income levels show the least support for a pool at Spalding Park.
- 5. When respondents were asked if they would support the development of a pool or spray playground at Spalding Park, the highest percentage response by age, gender, income and household type was "not sure," typically ranging between thirty percent (30%) and thirty-four percent (34%). However, it could be said respondents were split fairly evenly between very supportive/somewhat supportive and not sure/not supportive of replacing the pool at Spalding Park with a spray playground.

Picnic Areas:

Picnic Areas kept in or added at Spalding Park:

Thirty-six percent (36%) of respondents said they would like to see picnic areas kept in or added to Spalding Park. Picnic areas were chosen as the number two or number three item to keep or add at Spalding Park by household types with children between the ages of 10-19 (41%), household types 20-54 (38%), household types 55+ (31%), respondents between the ages of 45-54 (39%), and respondents aged 55 to 64 years (37%).

Priority of Picnic Areas at Spalding Park:

Picnic areas at Spalding Park are not in the top five highest priorities of use by respondents or members of their families (3%). Picnic areas are tied for sixth highest priority (16%) at Spalding Park when summing the top three respondent priorities. Spray playgrounds (18%), large playgrounds (17%) and lighted ball fields (16%) were seen as an equal or higher priority.



However, the highest amount of respondents did not choose a top priority (30%) and twenty-nine percent (29%) of respondents did not choose a first, second or third priority for Spalding Park. Support for picnic areas is high with low income respondents (45%) and decreases as income level increases.

Other Notable Spalding Park Statements:

- 1. Lighted ball fields were the third highest top priority of survey respondents (7%).
- 2. The support for spray playgrounds decreases in popularity with an increase in age and household type age.
- 3. The number one amenity that households with children under the age of 10 would like to see kept in or added to Spalding Park are playgrounds (59%).

Douglass Park Amenity Use and Preference

The executive summary states that the highest percentage of households would like to see the following amenities kept in or added to Douglass Park: walking paths (48%), picnic shelters (42%), picnic areas (40%) and lighted basketball courts (36%).

Response from participants with income levels under \$25,000 had the lowest non response rate of all income levels when asked what amenity should be kept or added at Douglass Park (18%). This should be noted since the lowest income level chose not to respond in the highest numbers for amenity priority in general. The lowest income bracket also showed the highest response rate to keep or add amenities to Douglass Park. In comparison, respondents with income levels under \$25,000 chose to keep or add picnic areas (64%), picnic shelters (60%), walking paths (59%), lighted ball fields (44%), lighted basketball courts (43%) and spray playgrounds (43%) in Douglass Park. Respondents with an income level of \$150,000 or more chose to keep or add walking paths (49%) and then did not make a choice (43%). The lowest income level respondents were also the highest users of the Douglass Community Center and the Douglass Annex Senior Center.

Walking Paths:

Amenity kept in or added to Douglass Park:

At Douglass Park, forty-eight percent (48%) of respondents said they would like to see walking paths kept in or added to the park. Walking paths were chosen as the number one item to keep or add at Douglass Park by household types with children under the age of 10 (53%), household types with members between the ages of 20-54 (56%) respondents between the age of 35-44 (48%) and respondents between the age of 55-64 (49%), which may be skewing the data for this park in particular.

Priority of walking paths at Douglass Park:

Walking paths at Douglass Park are the second highest priority of respondents (19%). They are also the number two priority (32%) at Douglass Park when summing the top three respondent priorities. However, the highest amount of respondents did not choose a top priority (45%) and

forty-five percent (45%) of respondents did not choose a first, second or third priority for Douglass Park. When looking at the overall survey, walking paths are listed as the top priority for use (14%) and walking and biking paths also ranks number one for the sum of the top four priorities for use (46%).

Picnic Shelters/Areas:

Amenity kept in or added at Douglass Park:

Respondents said they would like to see picnic areas (42%) and picnic shelters (40%) kept in or added to Douglass Park. Picnic areas were chosen as the number one item to keep or add at Douglass Park by household types with residents aged 10-19 (48%) and respondents age 45-54 (44%).

Priority of Picnic Areas/Shelters at Douglass Park:

Picnic areas/shelters at Douglass Park were the second highest priority of respondents (20%). Picnic areas/shelters at Douglass Park were consistently in the top three priorities for amenities needed among age, gender, household type and income level.



Other Notable Douglass Park Statements:

- 1. Spray playgrounds were the second highest top choice of amenity to keep in or add to Douglass Park by households with children under the age of 10 (49%). When summing the highest priorities of amenity use, households with children under the age of 10 chose spray playgrounds as their highest priority (37%).
- 2. Lighted ball fields were the second highest choice of top priority of amenity needed in Douglass Park by households with children between the ages of 10 to 19 (12%).
- 3. Fifty-five percent (55%) of respondents with an income of \$155,000 or above did not choose any priorities for Douglass Park.

Programming

First, respondents were asked if they or members of their household had a need for a particular type of indoor programming space. Next, respondents were asked if their household needs were being met through particular indoor programming amenities. Finally, participants were asked to prioritize their need for indoor programming space in general.

Household Need for Indoor Programming Spaces

First, participant response indicated that members of their household have a need for an indoor fitness center and exercise facility at a level of forty-four percent (44%). Women indicated that

they or their household had a higher than average need for a fitness center and exercise facility (49%).

Respondents indicated that an indoor swimming pool was their highest percentage need for indoor programming space (45%). Households with children under the age of 10 (67%) and respondents with an age between 35 to 45 years (65%) both had an above average need for an indoor swimming pool.



The second highest percentage need for a particular indoor programming space was an indoor walking/jogging track (42%). Women survey participants (48%), households with children under the age of 10 (48%), households with children between the ages of 10-19 (53%) and respondents aged 35 to 44 (44%) listed this as their top need.

Twenty-nine percent (29%) of respondents indicated that their household had a need for an indoor playground. Sixty-seven percent (67%) of respondents with children under the age of 10 and fifty percent (50%) of respondents between the ages of 35 to 44 indicated they had a higher than average need for this amenity.

Next, when respondents were asked by what percentage their household needs were being met by a particular indoor programming amenity, thirty-two percent (32%) of participants said their needs were met at a zero percent (0%)

level for indoor walking/jogging paths. Zero percent (0%) needs met was the highest percentage response by age, income and gender. Women (36%) indicated a higher zero percent (0%) level of their needs being met for indoor walking tracks than men (24%). As wealth increased so did the respondent's level of zero percent (0%) walking path needs being met (<\$25,000 = 16%, >\$150,000 = 44%).

Household Priorities for Indoor Programming Space

The top priorities for indoor programming amenities in general were an indoor swimming pool (5%), indoor soccer complex (4%), Walking/Jogging track (3%) and an indoor playground (2%). These priorities ranked at the bottom of the list for participants. Top priorities that were above the overall survey averages were indoor playgrounds for participants with children under the age of 10 (7%) and an indoor swimming pool for participants with children aged 10-19 years (9%). When grouping the top four priorities of respondents, an indoor pool ranked seventh in priorities (17%), an indoor track ranked ninth (14%) and an indoor playground ranked thirteenth (9%).

Households with children under the age of 10 were above average for prioritizing an indoor playground (26%) and an indoor swimming pool (27%).

Indoor Programming Space at the New Recreation Center at Centennial Park

The 2011-2012 needs assessment highlights several needs that may be met by the construction of a new recreation center in Centennial Park. The utilization of indoor programming space will determine how resident's needs are met.

First, survey participants were asked what indoor programming spaces they would use at the new recreation center at Centennial Park. Then respondents were asked what priorities they placed on

indoor programming spaces at the new recreation facility.

The executive summary states that the highest use of potential indoor programming spaces would come from: a walking and jogging track (70%), aerobics/fitness/dance class space (44%) and weight room/cardiovascular equipment (43%). These three areas averaged the highest responses, but needs varied across age, income and gender.

New Recreation Center Indoor Programming Space Use

What indoor programming amenities would survey respondents and members of their household use at the new recreation center at Centennial Park? The top three responses were walking/jogging track (70%), aerobics/fitness/dance space (44%) and weight/cardiovascular space (42%). Seventy-



three percent (73%) of those that desired a walking/jogging track had visited a CPD park in the last 12 months and seventy-six percent (76%) had participated in CPD programs. The need for aerobics/fitness/dance space and weight/cardiovascular space decreases with age, but respondents with children between the ages of 10-19 had the highest need for aerobics/fitness/dance space (48%) and weight/cardiovascular space (52%). The need for an indoor playground (70%), a rock climbing wall (53%) and multiuse gym (55%) is high for participants with children under the age of 10.

New Recreation Center Indoor Programming Space Priorities

The top three top priorities chosen for the new recreation center were a walking/jogging track (37%), no choice (17%) and indoor playgrounds (9%). Respondents between the ages of 55-64 placed the highest priority on a walking track (47%). Participants over the age of 65 were the highest grouping with no response (38%). Households with children under the age 10 placed a top priority on an indoor playground at thirty-four percent (34%).

When summing the top four priorities for the new recreation center, a walking/jogging track (63%), an aerobics/fitness/dance space (32%) and a weight/cardiovascular room (31%) were the top three priorities. Respondents listed a walking/jogging track as their first priority by age, gender, income and household type. Participants between the ages of 35 to 44 chose an above average priority for playgrounds (39%) and multiuse gyms (40%). Households with children under the age of 10 chose indoor playgrounds (58%), multiuse gyms (38%) and rock climbing walls (35%) at a higher than average percentage. Households with members between the ages of 20 to 54 chose aerobic/fitness/dance space (38%) and weight/cardiovascular space (41%) as some of their highest priorities.

Registration & Marketing:

Forty-five percent (45%) of respondents are aware that they can register online for a CPD Program with a valid PIN#. Over half (58%) of respondents prefer to register and pay for recreation classes through interactive internet. In addition, twenty-eight percent (28%) of respondents prefer to pay for recreation classes through walk-in, twelve percent (12%) prefer to pay by phone and two percent (2%) prefer to pay by fax.

Online Registration with PIN#

Sixty-six percent (66%) of respondents that participated in CPD programs were aware that they could register for programs or activities online with a PIN#. Respondent awareness of their ability to register online for programs or activities decreased with an increase in household type age. Sixty-six percent (66%) of households with children under the age of ten were aware of online registration compared with thirty-one percent (31%) of households with members only over the age of 55.



Awareness of the online registration system decreased slightly when comparing visitors that were very satisfied with the CPD (55%) and those that were neutral or dissatisfied (66%). Awareness also decreases slightly with income. Respondents in the two lowest income brackets were the least aware of online registration at thirty-eight (38%) and thirty-six (36%). The next four income levels that stated their awareness level was between forty-seven (47%) and fifty-two percent (52%).

Respondent age was the most interesting demographic to compare for online registration awareness. Participants under the age of 35 showed the second lowest awareness at forty-one

percent (41%). Respondents with an age between 35 and 44 years stated they were the most aware at fifty-eight percent (58%). Awareness declines with age from this point onto the lowest percentage (30%) at the ages of sixty-five and older. The expectation would have been that the youngest age group would be the most tech savvy. As a result, expectations would have been that the youngest group would be the most aware and that awareness would decline as age increased. This is important since seventy-one percent of respondents under the age of 35 prefer to register via interactive internet.

Preferred Way to Register

Sixty-one percent (61%) of respondents that participated in CPD programs prefer to register through interactive internet. Preference for registering via interactive internet decreases by household type (Households with children under the age of 10: 74%, Households with members 55+: 42%) and age as age increases (Respondents under the age of 35: 71%, Respondents 65+: 27%). Interactive internet registration preference increases with income level. Only twenty-eight percent (28%) of respondents with an income level below \$25,000 preferred to register through interactive internet, while seventy-six percent (76%) of respondents with an income level of \$150,000 or greater preferred to register via interactive internet.

The most preferred way to register for programs by the lowest income respondents was through walk-in (54%). Preference for this method of registration decreases sharply with an increase in income level (Respondents with an income level of \$150,000 or greater: 8%).

Program Marketing

Respondents that have participated in CPD programs or activities learned about these activities the most through the CPD brochures (80%), the CPD website (52%) and friends or neighbors (41%). The CPD brochure was universally the top method of learning about programs across

age, household type, gender and income level.

VIRGINIA

BERTFEST
APRIL 25 THRU 29

Age is a determining factor in the ways that respondents learned about CPD programs. Newspaper/article use increases significantly with respondent's increase in age and household type age. Age and household type are also factors in how respondents learn about CPD activities through technology and social media.

Figure I Photo Courtesy of the News Gazette

Households with children under the age of 10 are more likely to hear about CPD programs through the website (60%), facebook (8%) and email updates (16%) than households with

members 55 or older (website 12%, facebook 1%, and email updates 6%). Technology and social media learning methods decrease with age as well. However, it is interesting to note that respondents under the age of thirty-five were less likely to learn about CPD programs from the website (43%) and email (9%) than respondents between the ages of 35-44 (website 55%, email 20%).

Respondents with the lowest incomes were more likely than the other income levels to learn about the CPD programs and activities through the newspaper (49%), cable television (20%), friends and neighbors (48%) and word of mouth (51%). The highest income level was the least likely to learn about programs through the newspaper (34%). The lowest income level respondents were the least likely to learn about programs and activities through the website (13%) and the CPD brochure (45%). The rest of the income levels displayed similar percentages for the website, brochure, cable television, facebook, word of mouth and friends and neighbors.