



**CHAMPAIGN
PARK DISTRICT**

**AGENDA
REGULAR BOARD MEETING
BRESNAN MEETING CENTER
706 Kenwood Road, Champaign, Illinois
Wednesday, September 14, 2016
7:00 p.m.**

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC

C. PRESENTATIONS

1. Employee Engagement Survey

D. COMMUNICATIONS

E. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of August 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, July 25, 2016
2. Approval of Minutes of the Special Board meeting, July 27, 2016
3. Approval of Minutes of the Executive Session, July 27, 2016
4. Approval of Minutes of the Public Hearing and Regular Board Meeting, August 10, 2016
5. Approval of Minutes of the Special Board Meeting, August 22, 2016
6. Approval of an amendment to the Subrecipient Agreement between the City of Champaign and the Park District for the 2015/2016 Community Matters Program

J. NEW BUSINESS

1. Approval of Disbursements as of August 10, 2016
Staff requests approval of the list of disbursements for the period beginning August 10, 2016 and ending September 13, 2016.

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

Regular Board Meeting

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2. Approval of a Resolution Initiating the 2016 General Obligation Bond Issue
Staff recommends approval of a resolution stating the Park District's need and intent to issue \$1,100,400 of General Obligation Bonds for FY16-17.
3. Approval of a Resolution Setting a Public Hearing on Proposed Bond Issue
Staff recommends approval of a Resolution to set a Public Hearing for Wednesday, October 12, 2016 at 7:00 p.m. at the Bresnan Meeting Center to discuss the issuance of \$1,100,400 of bonds for the purpose of providing funds for capital improvements. As required by law, a public hearing must be set for the purpose of receiving public comments on the Board proposal to sell bonds.
4. Approval of a Contract for Design and Construction for Heritage Park Phase I
Staff recommends approval of a contract between SmithGroupJJR and the Park District for design and construction for Heritage Park Phase I.
5. Approval Authorizing Staff to Negotiate a Contract with an Architectural Firm for the Operations Facility
Staff is requesting approval to proceed with negotiating a contract with an architectural firm for development of a plan for the operations facility.
6. Approval of Bid to Purchase Turf Aerator
Staff recommends accepting the low responsible bid that meets all specifications and authorizing the Executive Director to approve the purchase of a turf aerator from MTI Distributing at the bid price of \$24,334.48
7. Approval of Hays Recreation Center Roof Replacement Bid
Staff recommends that the Board reject the Base Bid – Sloped Metal Roof, accept the Base Bid – Upper Flat Roof AND the Base Bid – Window Wall, and authorize the Executive Director to enter into a contract with the lowest responsible bidder for these two items, Top Quality Roofing Co., of Mt. Zion IL, in the amount of \$48,300.
8. Approval of Bid for Douglass Community Center Boiler
Staff recommends awarding the bid for the boiler to the lowest responsible bidder that meets all required specifications, A&R Mechanical, Urbana, IL, at the bid price of \$30,950 and authorize the Executive Director to enter into a contract for the work.
9. Approval of Bid for Beardsley Park Playground Equipment
Staff recommends the Board accept the bid for Beardsley Park Playground Equipment and authorize the Executive Director to purchase playground equipment from NuToys Leisure Products in the bid amount of \$51,500.
10. Approval of Ordinance No. 611: An Ordinance Providing for Disposal of Personal Property
Staff recommends approval of Ordinance No. 611: An Ordinance Providing for Disposal of Personal Property owned by the Champaign Park District, which authorizes and approves disposal of items listed in "Attachment A."
11. Approval of the Induction of Paralympic Athletes into the Olympic Tribute
Staff recommends the Board approve the induction of Paralympic Athletes Tatyana McFadden, Amanda McGrory, Brian Siemann, and Joshua George into the Olympic Tribute at Dodds Park, and adding 2016 to Paralympic Athlete Nichole Millage's square, who is already inducted into the Olympic Tribute and will be competing in Rio 2016.

K. OLD BUSINESS

L. DISCUSSION ITEMS

M. COMMENTS FROM COMMISSIONERS

N. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Par. 120/2(c)(2) collective negotiating matters involving the public body; 120/2(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)(11) to address litigation that is probable and imminent.

O. RETURN TO REGULAR MEETING

P. ACTION ITEMS FROM EXECUTIVE SESSION, IF ANY

Q. ADJOURN

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE SPECIAL BOARD MEETING
BOARD OF PARK COMMISSIONERS**

July 25, 2016

The Champaign Park District Board of Commissioners held a Special Board meeting on Wednesday, July 25, 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: President Timothy P. McMahon, Vice President Craig Hays, Commissioners Alvin S. Griggs, Barbara J. Kuhl and Jane L. Solon. Also present was Ms. Beth Michaels of PrimerMichaels

Staff Present: Joseph DeLuca, Executive Director

Call to Order

President McMahon called the meeting to order at 5:35 p.m.

Comments from the Public

President McMahon called for comments from the public and there were none.

Board Self-Evaluation

President McMahon tendered the floor to Ms. Michaels. She thanked the Board for the opportunity to assist it in its second annual self-evaluation process. She explained to the Board a general overview of the process and course of action to be undertaken during the course of the self-evaluation process. The Board was provided with a written summary of its self-evaluation materials dated July 15, 2016 together with a survey instrument addressing areas of agreement and disagreement among Board members. That instrument was utilized in part for further discussion during the self-evaluation process.

Beth asked each of the board members and staff what they hoped to get out of the session and each person shared their thoughts. The group shared various ideas including but not limited to clearly defining the role of the Commissioners and Executive Director, further discussion on the dance floor vs the balcony, process for establishing board philosophies in advance of decisions, and how to advance teamwork among the Commissioners.

Beth then highlighted the successes of the Board since the training session from last year which included:

- Everyone participated in the survey
- Majority on same page as to what good looks like
- Growth in governance
- Good areas remained the same as last year
- Setting and stewarding the District's vision, mission and goals
- Engaging stakeholders
- Evaluating the Director
-

Beth shared the survey results and her thoughts on areas the Park Board and Executive Director need to work on:

- Areas for improvement included the Balcony vs the Dance Floor issues
- Data is a key factor for dance floor and balcony issues
- Effective Commissioners make data driven decisions
- Understanding the goal
- Everyone agrees to a consensus

Beth shared her ideas on how to get consensus with the Fist to 5 vote procedure, which she demonstrated to the group. She explained in detail how this procedure works and helps the board move forward together on decisions.

Consensus Test: Getting to a shared understanding and commitment to a solution, NOT an agreement that the chosen solution is necessarily everyone's first choice.

What is the board criteria for making a decision?

What do we need to know to make our best decision?

1. Does it fit any of the District's goals, values, mission or vision?
2. Does it meet our code of ethics, integrity of the District and code as commissioners?
3. Is everyone sharing all the information they have when dealing with an issue?
4. Everyone needs to take full responsibility to provide all important information.
5. It is very important that we distinguish between fact vs story and fact vs feelings
6. The board needs the tools and structure to ask questions.
7. How do we get good data? There is Board Data and there is Staff Data.
8. Update board members on questions. Share with all the board members.
9. Director's discretion on how much is needed to make a decision?
10. What information is required for decision making?
11. Develop criteria for what information is needed.
12. Does the board have enough information to make a decision without micromanaging?
13. Budget issues, the board sets the budget amounts and the ED develops the budget with the amounts set by the board and as long as the ED stays within those set amounts the board should be fine with the budget.
14. The Board stewards the organization and the Executive Director runs the organization

Discussion on the Budget

What is our process for developing and approving a budget?

Budget is expression of our priority and goals

Develop a budget calendar

Outline the steps to complete the budget

Make sure the budget process includes the strategic planning goals

Board Policies (what is important?)

Where do we stand on policy?

What is more important?

Policy or how it happens?

Board discusses board policies, mission, vision, values! What do we do, monitor our goals

Beth spoke about what the board can do to maintain focus on the work that only it can do. The following are the key points of the discussion:

- Construct the annual planning calendar to ensure adequate time for future-focused discussion along with milestones for progress monitoring
- Use the Consensus Agenda and Reports sections of meeting agendas for effective use of discussion time
- Assign individual commissioners to work with staff cyclical tasks (bills review, manual updates) so that meeting time is not required
- Keep asking during the meeting:
 - a. What is the specific issue we're discussing now?
 - b. Is this a balcony or dance floor discussion?
 - c. What about this issue is the boards, the staff's?

Beth talked about what the board can do to ensure that good decisions and relevant data are clearly communicated. The following are the key points of the discussion:

- Finalize the board's dashboard: key indicators, goals and targets that align with the district's key functions and strategic goals—make sure the dashboard is well understood
- Establish the monitoring dates to be reflected in the annual planning calendar
- Establish the criteria for a good decision at the beginning of significant discussions / topics
- Distinguish between board data and staff data to keep the board on the balcony and away from the dance floor

Beth highlighted what the board can do to strengthen its ability to work together. The key points of the discussion included:

- Preparation.
- Meet in advance with the director and staff members to better understand the issues
- Stick with the decision criteria and board data: it is not OK to put staff members on the spot in meetings with data requests (or anything else for that matter).
- Data requests come from the board as a whole not from individual commissioners.
- Shift from trying to agree on solutions to getting to consensus: understanding and committing to a solution, NOT agreement that the solution of the majority is necessarily everyone's first choice. Use the Consensus Test or simply individual rounds to see where people are and to hear what it would take to get to consensus
- Speaking in one voice: when the vote has been taken, discussion on alternative solutions or issues with the majority decision is over. If you vote in the minority, you have the responsibility to support the decision and carry no resentment
- Assess meetings with a quick evaluation process to ensure the basic standards of meeting effectiveness are upheld

Beth wrapped up the meeting with each board member and the Executive Director sharing their final thoughts on the session.

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 meeting concluded at 7:40 p.m.

Timothy P. McMahon, President

Joseph C. DeLuce, Assistant Secretary

**CHAMPAIGN PARK DISTRICT
MINUTES OF SPECIAL MEETING
BOARD OF COMMISSIONERS**

July 27, 2016

PUBLIC HEARING

The Champaign Park District Board of Commissioners held a Public Hearing on Wednesday, July 27, 2016 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Timothy P. McMahon presided over the hearing.

Present: President Timothy P. McMahon, Vice President Craig W. Hays, Commissioners Alvin S. Griggs, Barbara J. Kuhl, and Jane L. Solon and Treasurer Gary Wackerlin.

Absent: Attorney Guy C. Hall.

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, Tammy Hogatt, 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.

Open the Public Hearing

President McMahon, opened the Public Hearing at 5:30 p.m. The purpose of the Public Hearing is to discuss and receive public comments on the Budget and Appropriation Ordinance for FY16-17. A Notice of Public Hearing was published in *The News-Gazette* on July 18, 2016 in compliance with State law.

Public Comments

President McMahon called for comments from the public. There were no comments received.

Close the Public Hearing

Commissioner Kuhl made a motion to adjourn the Public Hearing. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

SPECIAL BOARD MEETING

The Commissioners, Officer, staff, public and media present at the Public Hearing were in attendance at the Special Meeting.

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.

New Business

Approval of Ordinance No. 609: Budget and Appropriation Ordinance

President McMahon reported that staff recommended adoption of Ordinance No. 609, the Budget and Appropriation Ordinance for FY 16-17 in the amount of \$17,167,510.00.

Commissioner Solon made a motion to adopt Ordinance No. 609, the Budget and Appropriation Ordinance for FY 16-17 in the amount of \$17,167,520.00. The motion was seconded by Commissioner Griggs. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner – Griggs; Vice President Hays – yes; President McMahon; and Commissioner – Kuhl.

Approval of the FY16-17 Annual Budget

President McMahon reported that staff recommended approval of the FY16-17 Annual Budget book.

Commissioner Kuhl made motion to approve the FY16-17 Annual Budget. The motion was seconded by Vice President Hays. The motion passed unanimously.

The Board thanked staff for their hard work on the budget.

Approval of an Addendum to the Agreement for Independent Contractor Services at the Virginia Theatre

Mr. DeLuce presented the report. He reported that Michael Frederick, Virginia Theatre tech manager, is retiring. The Park District is in the process of hiring a new tech manager. Mr. DeLuce stated that staff recommends approval of an Addendum to the Independent Contract Services at the Virginia Theatre between the Park District and Mr. Frederick to extend the contract from July 31, 2016 to September 30, 2016.

Commissioner Solon made motion to approve the Addendum to the Independent Contract Services at the Virginia Theatre between the Park District and Michael Frederick to extend the contract from July 31, 2016 to September 30, 2016. The motion was seconded by Commissioner Griggs. The motion passed unanimously.

Approval of an Extension of the Internet Ticketing Services Agreement with SeatAdvisor, Inc.

Mr. DeLuce reported that this is the Park District's third year with SeatAdvisor, Inc. and that staff has been pleased with its service. Mr. Bentz reported that staff has been very happy with the system. It is powerful, flexible and user friendly. He stated that staff recommends entering into a three year agreement with SeatAdvisor, Inc.

Commissioner Solon made motion to approve entering into an Internet Ticketing Services Agreement with SeatAdvisor, Inc. to provide ticketing for the Virginia Theatre and other Park District events for a three-year period with authorization for the Executive Director to execute the agreement subject to further legal review. The motion was seconded by Commissioner Griggs. The motion passed unanimously.

Discussion Items

Policies

- a. Acknowledgement of Gifts and Donations Policy
- b. Distribution of Board Policy Manual
- c. Distribution of Employment Policies and Procedures Manual
- d. District Wide Comprehensive/Strategic Plan Policy
- e. Employment of Certified/Professionally Trained Staff
- f. Intergovernmental Cooperation Policy
- g. Media Policy
- h. Meeting Agenda Format Policy
- i. Overtime and Compensatory Time Policy
- j. Payment of Employee Wages Policy
- k. Program Evaluations Policy

President McMahon asked for feedback about the policies.

Vice President Hays reported that he shared suggested grammatical changes to policies with staff. Commissioner Solon noted inconsistencies in the Distribution of Board Policy Manual and the Meeting Agenda Format Policy. Ms. Harvey reported that revision will be made to the policies based on Board comments.

There were no additional comments. The policies will be placed on the August 10, 2016 consent agenda for approval.

Comments from Commissioners

Commissioner Griggs reported that the meeting on Monday was positive and that the summary received will be helpful to the Board.

Commissioner Solon echoed Commissioner Griggs' comments about the meeting on Monday. She stated that it was very good and that the Board should continue to have such meetings annually or every other year.

President McMahon commented that it was a great workshop. He stated that it is each of the Commissioners duty to read through the comments on the proper way to address matters. He stated that one of the follow up items is to address a couple of comments received about unethical activity or suspicion of unethical activity. He encouraged the Commissioner(s) to follow up with him about the matter if it is still an issue. He received positive feedback regarding Park District staff on how they went above and beyond what are expected and are very helpful.

Mr. DeLuce reported that Ms. Wallace is working on scheduling a presentation about general obligation bonds in order to answer questions. Discussion ensued. It was the consensus of the Board that David Phillips of Speer Financial, Inc. be scheduled to present at the August 22, 2016 Study Session.

President McMahon reported that he will be out of town on a business trip scheduled on September 14, 2016. He asked if there were any objections to attending the meeting electronically, missing the meeting or attempting to reschedule the meeting. Commissioner Kuhl stated that she would be unable to attend the meeting if it is rescheduled. Discussion ensued. The meeting date will remain the same. President McMahon will make a decision at a later date on whether he will attend the meeting electronically.

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 will convene into Executive Session under the Illinois Open Meetings 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; and (c)(6) for the setting of a price for sale or lease of property owned by the public body.

Reconvene into Open Session

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

Action Item from Executive Session, If Any

None.

Adjourn

There being no further items to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Commissioner Griggs. The motion passed 5-0 and the meeting was adjourned at 7:47 p.m.

Craig W. Hays, Vice President

Cindy Harvey, Secretary

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

August 10, 2016

The Champaign Park District Board of Commissioners held a Regular Board meeting on Wednesday, August 10, 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, Vice President Craig W. Hays, Commissioners Alvin S. Griggs, Barbara J. Kuhl, and Jane L. Solon, Treasurer Gary Wackerlin and Attorney Guy Hall.

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, and Tammy Hoggatt, and Director of Human Resources, Information Technology and Risk.

Other staff were present as well as members of the public. Tim Mitchell, a reporter with The News-Gazette was also in attendance.

Call to Order

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

Presentations

Program Evaluation, Office of Parks and Recreation Resources, University of Illinois

Mr. DeLuce introduced Jarrod Scheunemann, University of Illinois, and Mike Mulvaney, Illinois State University. He reported that they were asked to conduct a study of the Park District's recreation programs and services.

Mr. Scheuneman thanked the Park District for letting them work on this project and assessing our recreation services and needs. Mr. Scheuneman and Mr. Mulvaney reviewed the study purpose; objectives; program analysis observations; program evaluation observations; mystery shopper observations; special events process; financial analysis observations; and global recommendations.

Mr. DeLuce reported that cross department teams using all full-time staff have come together to develop action plans. Mr. Jones will take this report, evaluate it, review it and make recommendations on what the Park District can do moving forward. Mr. DeLuce stated that staff plans on taking the report going forward and will try to put it into action.

President McMahon stated that report contains good information and he appreciated all the time put into it. He suggested that staff report to the Board on a quarterly basis on the progress.

The Board thanked Mr. Scheunemann and Mr. Mulvaney for their efforts.

Champaign Unit 4 School District (Unit 4)

Chris Kloeppel, Board President, announced that he was joined by Thomas Lockman, Chief Financial Officer and Attorney, Amy Armstrong, Board Vice President, and Dr. Judy Weigand, Superintendent. He thanked the Commissioners for allowing Unit 4 to address the Board about the continued efforts to create a referendum question for the November ballot and the Park District's potential involvement particularly at Spalding Park. Mr. Kloeppel that acknowledged receipt of the letter from President McMahon and will address questions raised in the letter. He reported on results of a community wide survey conducted of 500 registered voters within the District regarding the \$157 million dollar referendum concept which would address renovations to the two high schools and the \$257 million dollar referendum concept that would encompass all of the projects at multiple schools. He noted that both of the plans include Central

High School and the potential goal to provide some extracurricular activities for the Park District after school at Spalding Park and Southside Elementary School. Mr. Kloeppel stated that the final total amount has not been decided yet. He stated that Unit 4 is strongly considering placing a referendum question on the November ballot. The Board will make the final determination within the next 10 days. The projects would largely involve improvements of existing school campuses with some funds dedicated to improving spaces for extracurricular activities at sites near Central High School. Most notably for the Park District, the Board of Education would be interested in improving Spalding Park with a new baseball field as well as additional tennis courts. Unit 4 would be prepared to assume responsibility for those costs pending a successful referendum. In response to the Board's question regarding the Unit 4's ability to fund improvements on the property it does not own, Unit 4 may fund such improvements with bond proceeds so long as it hold some form of interest in the subject property. Unit 4 envisions a form of intergovernmental agreement. If necessary, the nature of the Unit 4's property interest may be incorporated in the intergovernmental agreement. He stated a lease may be needed to establish a suitable interest. If acceptable to the Park Board, it would be Unit 4's desire to involve the representatives of the Park District in the design process that would develop the plans for the proposed improvements. Unit 4 would also welcome the opportunity to have the design and construction team present to the Park Board the design and project schedule. Throughout the process the Park District would be involved just as Unit 4 would approve any plans and designs. Unit 4 would appreciate the Park Board's continued support in working together to accomplish improvements at Spalding Park and proceeding with including these improvements as part of the Unit 4 referendum. Essentially, Unit 4 is looking for a blessing to proceed with the understanding that Unit 4 may be able to enter into an intergovernmental agreement if the referendum passes. He reported that Unit 4 did something similar with the City of Champaign regarding the vacating of certain streets upon approval of a referendum. Mr. Koeppel stated that Unit 4 has appreciated the Park District's involvement in the Tier 2 process.

Discussion ensued. If the Park District does not participate in the project, Unit 4 could build the baseball field and tennis courts elsewhere. It was determined a leasehold interest is possible. If the project is funded using bonds, the lease may need to be for the life of the bonds, possibly 20 years. Unit 4 is prepared to be flexible regarding on whose contractors to use.

President McMahon asked if a formal vote was required. Attorney Hall stated that he did not believe a format vote was necessary. He stated that Unit 4 was seeking the position of the Park District regarding the desire to continue the process of supporting Unit 4.

Mr. Koeppel thanked the Board of Commissioners for their time.

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 July 2016. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

Executive Director's Report

Volunteer of the Month

Zoe Stinson, Special Events Manager, reported that the Volunteer of the Month for July is C-U Sunrise Rotary Club. The club was chosen for its efforts with Decker Garden in Mattis Park, including installing and maintaining the garden. The garden was named in memory of Don Decker. The club was presented with a certificate and gift bag.

Phyllis Mitchell, a member of the club, volunteer gardener and hobby gardener accepted the certificate and gift bag. She provided a brief biography regarding Don Decker and the development of the garden. She thanked the Board on behalf of the C-U Sunrise Rotary.

The Board thanked Ms. Mitchell for the club's efforts.

General Announcements

Mr. DeLuce reported that C-U Days will be held on August 11th and 12th. Tiffany White, Douglass Park Manager, explained the program of events for C-U Days. She invited the Board to attend the event.

Mr. DeLuce reminded the Board that report cards on parks are due. Staff hopes to have the report finalized next month. He asked the Board to provide comments on the prairie garden around the sign at the Bresnan Meeting Center. Mr. DeLuce stated that Randy Hauser, horticulture supervisor, would like Board input on the garden.

Committee and Liaison Reports

Champaign Parks Foundation

Vice President Hays reported that the Foundation will meet on August 15, 2016. He stated that the fundraising committee has met and continues to work on details for future fundraisers. Vice President Hays reported that the Foundation plans to reinstitute donor lunches with current or potential donors to educate them about what the Foundation does, where their dollars could be used best, and actively recruit people to participate on the Foundation Board.

Report of Officers

Attorney's Report

None.

President's Report

None.

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 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

Commissioner Griggs made a motion to approve the consent agenda. The motion was seconded by Commissioner Solon. The motion passed 5-0.

New Business

Approval of Disbursements as of July 12, 2016

President McMahon reported that staff recommended approval of the list of disbursements for the period beginning July 12, 2016, and ending August 9, 2016.

Commissioner Kuhl made a motion to approve the list of disbursements for the period beginning July 12, 2016 and ending August 9, 2016 as presented. The motion was seconded by Commissioner Solon. The motion passed 5-0.

Approval of Bid for Seal Coating and Line-Striping

Mr. Crump presented the report. He stated that staff recommended 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. Discussion ensued. Only one company from Champaign County submitted bid.

Commissioner Kuhl made a motion to approve 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. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

Approval of Bid for Douglass Community Center Gym Floor Replacement

Mr. Crump presented the report. He stated that staff recommends awarding the contract 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.

Commissioner Griggs made a motion to accept 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. The motion was seconded by Vice President Hays. The motion passed 5-0.

Approval of an Extension of Contract for Janitorial Services at the Douglass Community Center and the Douglass Annex

Mr. Jones presented the report. He stated that staff recommends approval of an agreement with ServiceMaster Janitorial Cleaning to provide cleaning services at the Douglass Annex and Community Center for one year and authorizing the Executive Director to execute the agreement.

Commissioner Solon made a motion to enter into an agreement with ServiceMaster Janitorial Cleaning to provide cleaning services at the Douglass Annex and Community Center for one year and authorizing the Executive Director to execute the agreement. The motion was seconded Commissioner Griggs. The motion passed 5-0.

Approval of an Agreement with Central Illinois Taekwondo, Inc. dba Leaders for Life Martial Arts

Mr. Jones presented the report. He stated that staff recommends approval of an agreement with Leaders for Life Martial Arts and authorizing the Executive Director to execute the agreement for a two-year period.

Commissioner Solon made a motion to enter into an agreement with Leaders for Life Martial Arts and authorizing the Executive Director to execute the agreement for a two-year period. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

Approval of an Agreement for Temporary Display of Artwork

Mr. Crump presented the report. He stated that staff recommends renewing the agreement for an additional three years and authorizing the Executive Director to execute the agreement.

Commissioner Kuhl made a motion to approve an Agreement between the Park District and Public Art League for temporary display of artwork for a period of three years and authorizing the Executive Director to execute the agreement. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

Mr. Jones reported that he serves on a committee with the City of Champaign and several entities in town. The Regional Neighborhood Network Conference will be held September 29 – October 1, 2016 in Champaign. Representation from six states and 26 cities will be visiting Champaign. During the tour of Champaign, Andrew Weiss, Landscape Architect, will lead a tour through Champaign parks showcasing the artwork.

Approval of a Resolution authorizing Amendment No. 1 to the MSA Professional Service Agreement for additional services regarding Hessel Park Phases 2 and 3

Mr. Crump presented the report. He reported that 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. Discussion ensued and staff responded to questions by the Board.

Commissioner Griggs made a motion to approve 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 motion was seconded by Vice President Hays. The motion passed 5-0.

Approval of the Revised Joint Champaign-Urbana Special Recreation Agreement

Mr. DeLuce presented the report. He stated that staff recommends approval of the amended Champaign and Urbana Park Districts' Joint Agreement to provide recreational services for people with disabilities. Mr. DeLuce both Champaign and Urbana Park Districts attorney reviewed the agreement. He noted that the main change in the agreement was clarification on how funds are maintained.

Commissioner Solon made a motion to approve the amended Champaign and Urbana Park Districts' Joint Agreement to provide recreational services for people with disabilities. The motion was seconded by Vice President Hays. The motion passed 5-0.

Approval of an Intergovernmental Agreement for the Ownership, Maintenance and Use of Property at Glenn Park

Mr. Crump presented the report. He stated that staff recommends entering into the Intergovernmental Agreement for the Ownership, Maintenance and Use of Property at Glenn Park.

Attorney Hall added provision to address stormwater and whether to grant an easement for small areas of land to the City of Champaign. He recommends quit claiming the properties to the City, rather than easements.

Commissioner Solon made a motion to approve entering into an Intergovernmental Agreement for the Ownership, Maintenance and Use of Property at Glenn Park. The motion was seconded by Vice President Hays. The motion passed 5-0.

Approval Adopting the Champaign Park Trails Master Plan

Mr. DeLuce presented the staff report. He indicated that the report has been completed. Mr. DeLuce stated that the draft will be available on the website for 30-days to give people an opportunity to review and make comments. Minor changes were made to the document. He noted that approving or adopting the plan does not mean that all of the items identified must be completed. Mr. DeLuce stated that the plan is a guideline for staff which provides ideas about what can be done. He reported that a staff committee will work on a master plan for the trails, share it with the Board, and perhaps come to a consensus on what should be moved forward. Mr. DeLuce stated that staff recommends accepting the Trails Master Plan as a guideline and for what can be implemented. Discussion ensued.

Commissioner Solon commented that it was acceptable to use as a guideline only. Commissioner Kuhl expressed concerns with adopting the plan. She noted that it is terrific plan with a lot of information in it. Commissioner Kuhl stated it can be determined now that some projects will not be completed by 2020. She noted that the plan calls for committing five percent of capital funds annually to a trail plan. It may or may not work. Commissioner Kuhl questioned why the Board would have to accept the plan. The Board has acknowledged that the plan has been prepared for the Park District. She stated that she would rather see the staff take the plan and perhaps condense it into a strategic plan and have a session where the Board and the staff meet to discuss priorities.

Commissioner Solon agreed with Commissioner Kuhl's comments. She stated that not only the number the number of trails and locations are a factor, but adding covered places to park bicycles should be considered. All of it depends on the availability of funds.

Vice President Hays concurred with the comments made and suggested tabling the action on this item. Commissioner Griggs agreed with the comments about tabling the item.

Commissioner Kuhl stated that the plan needs more discussion and interaction with the Board and staff with the highlighted elements before a plan of action is approved.

Mr. DeLuce suggested having the staff committee put together a plan of action to share with the Board.

Gabe Lewis, Planner for Champaign County Regional Planning Commission (CCRPC), stated that the Board can take whatever action it deems appropriate. CCRPC's involvement ceases at this point. This type of plan is with the discretion of the Board and staff to determine any aspects of implementation. The plan simply addresses the priorities based on public input.

Commissioner Kuhl commented that she does not believe that the Board has had a discussion about trail priorities.

Attorney Hall stated that the Board does not need a motion to remove the item from the agenda. He suggested that the Board simply acknowledge receipt of the plan and that it will be considered as part of the trails plan going forward as the Board desires.

Old Business

None.

Discussion Items

Hessel Park Phase 2 and 3

Mr. Crump presented the report and responded to questions. He reviewed the bid process for the project. The Park District received only three bids that were at a spread of 2%. Mr. Crump stated that the bids all came in over budget. Discussion ensued. Staff responded to questions about the drawings of the bathroom, ways to reduce costs, costs of fixtures, reducing the size of the building, reducing the size of splash pad, rebidding the project, and precast buildings. Attorney Hall noted that the lowest bid could be identified and the Park District could contact the lowest bidder to negotiate price only. The scope of the project can not be changed. It was the consensus of the Board that staff attempt to negotiate price with the lowest responsible bidder.

Spalding Master Plan

Mr. DeLuce reported that staff is working toward a resolution about what to do with Spalding Park. He discussed the plans and community surveys for the park that have been completed. For discussion was a map about how much space is available to work with if the Board decides to build an indoor recreational facility. Discussion ensued. The Board discussed what they would like to see in Spalding Park and the possibility of improvements to the ballfield and additional tennis courts. The Board also discussed the possible plans for the park if the project with Unit 4 moves forward. It is a goal of the Board to bring more activity into the park.

It was the consensus of the Board to endorse the concept of continuing to work with Unit 4. Commissioner Kuhl expressed concern about entering into a 20 year agreement if it doesn't work. She stated that we can work on the details but that element is of concern to her. She stated that the details can be addressed, but that element is of concern to her.

Discussion ensued about a feasibility study of an aquatic center. Mr. DeLuce will continue work on this and report to the Board for discussion.

Comments from Commissioners

None.

Adjourn

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 Griggs. The motion passed 5-0 and the meeting was adjourned at 9:15 p.m.

Craig W. Hays, Vice President

Cindy Harvey, Secretary

**CHAMPAIGN PARK DISTRICT
MINUTES OF SPECIAL MEETING
BOARD OF COMMISSIONERS**

August 22, 2016

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

Present: President Timothy P. McMahon, Vice President Craig W. Hays, Commissioners Alvin S. Griggs, Barbara J. Kuhl, and Jane L. Solon, Treasurer Gary Wackerlin and Attorney Guy Hall.

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, Tammy Hogatt, Director of Human Resources, Information Technology and Risk, and Andrew Weiss, Landscape Architect.

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

Call to Order

President McMahon called the meeting to order at 5:30 p.m.

Comments from the Public

There were no comments from the public.

Presentations

General Obligation Bonds

David Phillips, Speer Financial, Inc., presented a brief overview and answered questions about General Obligation Bonds. He discussed principal alternatives for financing capital project for Illinois park districts. Mr. Phillips addressed the Park District's history of debt service extension base (DSEB) noting that it was established in 1996 when the tax cap was imposed in Champaign County. He discussed the relationship between the General Obligation Bond (GO) issue and the Alternate Revenue Bond. Mr. Phillips concluded that the GO bond was pledged as the revenue stream to pay future debt obligations on the alternate revenue bonds, thereby requiring the annual issuance of GO bonds.

Request for Qualifications for Operations Shop and Yard Expansion

Presentations were made by the following architectural firms for planning and design services for the operations shop and yard expansion: Gorski Reifsteck; Farnsworth Group; and BLDD Architects, Inc. Each firm presented for 20 minutes and was allowed 10 minutes to respond to questions from the Park Board of Commissioners.

Discussion ensued about the process for selecting a firm for the project. Vice President Hays reported that Commissioner Griggs and he met with staff and worked to narrow the list to the three that presented tonight. He suggested that Commissioner Griggs and he continue to work with staff to narrow the list and provide a recommendation to the Board. Commissioner Kuhl noted that all three firms are qualified to complete the job.

President McMahon suggested that the matter be returned to the Board for discussion with a plan to move forward.

New Business

Approval of a Bid for Hessel Park Phase 2 and 3

Mr. DeLuce reported that staff compiled additional information and answered questions raised by the Board. He stated that staff would like the Board to make a decision on either accepting or rejecting the bid.

Discussion ensued about whether to accept or reject the bids. Commissioner Solon did not favor accepting the lowest bid because of its excess over budget. She suggested that the project be reengineered and rebid. Commissioner Solon also suggested including certain items as alternates in order to stay close to the budgeted amount.

Commissioner Griggs stated that if the project is rebid, the Board will have to keep in mind that the project will be completed late. President McMahon commented that the project will be later or completed as originally planned.

Vice President Hays indicated that he forwarded his comments to Mr. DeLuce. He concurs with Commissioner Solon's comments in that he would like to see alternates bid and reworking of the plan, be it the splash pad or restrooms. He does not favor accepting the lowest bid recently received.

Commissioner Kuhl and President McMahon agree that the bids should be rejected and the scope of the project reworked and rebid.

Commissioner Solon made a motion to reject the current bids for Hessel Park Phase 2 and 3 and reengineer it with alternatives to try to decrease the cost, and then rebid the project. The motion was seconded by Vice President Hays. The motion passed unanimously.

Mr. DeLuce noted that the Park District will incur cost for the redesign of the project. He stated that staff will bring it back to the Board as a discussion items. Commissioner Kuhl questioned the design of the entrance of the restroom building.

It was the consensus of the Board that this project remain track.

Approval of Ordinance No. 610: An Ordinance Providing for Disposal of Personal Property

President McMahon stated that staff recommended approval of Ordinance No. 610: An Ordinance Providing for Disposal of Personal Property owned by the Champaign Park District, which authorizes and approves disposal of slow pitch softballs.

Vice President Hays made a motion to adopt Ordinance No. 610: An Ordinance Providing for Disposal of Personal Property owned by the Champaign Park District, which authorizes and approves disposal of slow pitch softballs. The motion was seconded by Commissioner Solon. The motion passed 5-0.

Discussion Items

General Obligation Bonds

After the presentation about General Obligation (GO) Bonds, it was the consensus of the Board was to proceed issuing the full amount of GO bonds.

Champaign Parks Foundation 1st Quarter Financial Update

Mr. DeLuce asked the Board if there any questions about the report. Vice President Hays discussed naming the youth scholarship program after a potential donor who is interested in donating \$25,000/annually over a five year period. Discussion issued about whether a specific naming would discourage other donors. He also addressed the funds from Midland State Bank. Discussion ensued about the name of the program and how donations would be distributed from other donations.

Attorney Hall suggested that there be an agreement between the donor and the Champaign Parks Foundation, which would be ratified by the Park Board. Commissioner Griggs suggested that the naming policy be followed.

Champaign Park District 1st Quarter Financial Update

President McMahan stated that everyone received a copy of the report and suggested that Board review it and let staff know if they have any questions. Discussion ensued. Ms. Wallace expressed concern related to capital improvement fund and the property replacement tax. The Park District had estimated an amount and what the state just recently released is substantially less. She thinks the Park District has enough savings at this point and should be okay in making everything balance. The Park District expects to receive the \$300,000 grant for the improvements to Douglass Park. She updated the Board on the calculation from 2014 and reported that the Park District ended up owing the Illinois Department of Revenue money which they have not asked for yet.

Spalding Park Master Plan

Mr. DeLuce plans to keep this moving forward. He reported that included in the Board packet was a more complete feasibility study completed by BLDD Architects. Mr. DeLuce stated that Attorney Hall suggested that the Park District could work with BLDD since it has an existing working relationship with them. He reported that he asked BLDD to prepare a proposal for a feasibility study.

Comments from Commissioners

Commissioner Kuhl applauded staff on a challenging weekend during the Taste of CU. She stated that people seemed to be enjoying themselves and thanked staff for the extra effort. Vice President Hays echoed the comments by Board about the Taste of CU.

Commissioner Griggs questioned the status of the grants funds for the state. Mr. DeLuce reported that the Park District received a letter notifying it that the funds are no longer suspended. Once the money is released a check should be coming. The Public Museum grant for the Virginia Theatre was not included in the stop gap budget. There has been no word yet about future grants.

Commissioner Solon reported that she attended CU Days and that it was a very nice event. She stated that Taste of CU went well. She commended staff on adding the directional sign in the middle of the park and suggested a couple of more be added to entrances. She received feedback for staff to include on the website about no pets being allowed.

Discussion ensued. Mr. Jones reported that staff felt that Taste of CU went well. Mr. DeLuce talked about the elimination of the dollar per ticket charge and the amount of donations collected at the entrances.

Commissioner Kuhl asked if there were more incidents as it relates to the Pokémon Go game. Mr. DeLuce responded no. He reported that the Park District is holding a Pokémon Go event on August 28th at 1 p.m. in Hessel Park.

President McMahan reported that CU Days was a well-run and attended event. He also stated that Taste of CU went well and that there were more vendors this year.

Adjourn

There being no further items to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Commissioner Griggs. The motion passed 5-0 and the meeting was adjourned at 7:55 p.m.

Craig W. Hays, Vice President

Cindy Harvey, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 7, 2016

SUBJECT: FY 2015/16 CDBG Community Matters Program Funding Amendment Request

Background

Since 2007, the Champaign Park District and City of Champaign have partnered together to implement the Community Matters Program to provide recreational services for Garden Hills, Douglass and Bristol Park residents. This has been a successful partnership each year since its inception. These program offerings include special events and opportunities for kids 6 -15 years of age to attend our traditional and specialty camps throughout each summer.

Prior Board Action

In April 2015, the Board approved the agreement with the City of Champaign for the FY 2015/16 CDBG Community Matters Program in the amount of \$22,500.00.

Budget Impact

The City of Champaign has provided an amendment for the Park District to utilize the balance of \$3,287.20 from this agreement to be utilized for programming opportunities for the current areas through December 30, 2016.

Recommended Action

Staff recommends Board approval to approve the amendment from the City of Champaign to utilize the balance of funds from the FY 2015/16 CDBG Community Matters Program.

Prepared by:

Reviewed by:

Jameel Jones, CGSP
Director of Recreation

Joe DeLuce, CPRP
Executive Director

AMENDMENT

Agreement Between the City of Champaign
and the Champaign Park District

This amendment, executed by the parties on the dates shown below, amends an agreement, previously approved in Council Bill No. 2015-116 and hereinafter referred to as the "Agreement", between the City of Champaign, Illinois, an Illinois municipal corporation, hereinafter referred to as the "City", and the Champaign Park District, hereinafter referred to as the "Grantee".

WHEREAS, the Agreement provides a grant from the City to the Grantee in an amount not to exceed \$22,500 for the purpose of providing the summer day camp opportunities for youths in the City of Champaign, hereinafter referred to as the "Project"; and

WHEREAS, the Grantee contract end date was June 30, 2016;

WHEREAS, the Grantee has a remaining balance of funds of \$3,287.20;

WHEREAS, the term of the agreement allows for contract extension if requested in writing and agreed upon by both parties;

NOW, THEREFORE, in consideration of the facts set forth above, the parties agree as follows:

Section 2. *Time of Performance.* Services of the Subrecipient shall start on the **1st day July, 2016** and end on the **30th day December, 2016.**

CITY OF CHAMPAIGN

GRANTEE

By: _____
City Manager

By: _____

Attest: _____

Its: _____

Date Executed: _____

Attest: _____

Date Executed: _____

APPROVED AS TO FORM:

Assistant City Attorney



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 6, 2016

SUBJECT: Approval of a Resolution Initiating the 2016 General Obligation Bond Issue

Background

Each year the Champaign Park District issues General Obligation (GO) Bonds in order to fund necessary improvements and repairs to Park District property and has been pledged towards the future debt service payments outstanding on the alternate revenue bonds (ARB) issued to build Sholem Aquatic Center. For FY16-17 this translates to approximately \$527,250 of the bond issue applied to the ARB debt service payment, and the remaining \$571,450 to capital improvements. Last year the Board authorized the issuance of \$1,092,700 of non-referendum General Obligation Bonds. As the consumer price index (CPI) increased 0.7% during this past year, the District has the authority to add that percent to the \$1,092,700 thereby increasing the new bond issue to \$1,100,400. The current debt service extension base of the District for calendar year 2016 is estimated at \$1,124,526.84; which is the maximum amount including interest that the District could levy. The interest rate for the current bond issue that matures November 30, 2016 is 0.72%, or \$7,867 estimated total expense.

Prior Board Action

None

Budget Impact

The FY16-17 budget includes the GO Bond issue at the full value mentioned above, as well as all applicable attorney and filing fees.

Recommended Action

Staff recommends that the Champaign Park District Board approve a resolution stating the Park District's need and intent to issue \$1,100,400 of General Obligation Bonds for FY16-17.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director

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, for the payment of land purchased for parks and boulevards, for the building, maintaining, improving and protecting of the same, and for certain debt service on alternate bonds issued for such purposes, and for the payment of expenses incident thereto, the Champaign Park District is authorized and empowered to issue general obligation limited bonds of said District in an amount not to exceed .575% of the total assessed valuation of all property in said District by Ordinance, and within the District's applicable debt service extension base, without an election on such proposition; and

WHEREAS, it is now reasonably expected that the aggregate outstanding unpaid balance of bonds and notes of the District, including the bond issue which the District proposes to issue and sell on or about December 1, 2016, will not, on that date, exceed .575% of the total assessed valuation of all taxable property in the District, and in any event such amount will not be exceeded; and

WHEREAS, the Commissioners of the Champaign Park District have made a thorough investigation and given careful consideration of the needs for maintaining, improving and protecting of the lands and buildings and the parks of said District, and for land acquisition and the payment of debt service on outstanding alternate bonds; and

WHEREAS, said Commissioners have determined it is necessary to raise additional funds for maintaining, improving and protecting the lands, buildings and parks of said District, including the payment of expenses incident thereto and the payment of debt service on outstanding alternate bonds; and

WHEREAS, Champaign Park District does not have sufficient funds available for such purposes and, therefore, it will be necessary to borrow and to issue and sell general obligation limited bonds of said District as evidence of such indebtedness in the sum of up to \$1,100,400, all as provided for by The Park District Code and the statutes of the State of Illinois thereunto enabling;

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

Section 1. It is desirable and necessary for the best interests of the Champaign Park District and for the residents thereof that the District raise additional funds for the maintaining, improving and protecting of the lands and buildings and the parks of said District, and the payment of debt service on outstanding alternate bonds, and for land acquisition, including the payment of expenses incident thereto.

Section 2. The District has obligated itself to pay the costs of such improvements and repairs and the payment of debt service on outstanding alternate bonds in excess of \$1,100,400 and that, in order to be able to pay those costs, it is necessary, and for the best interests of Champaign Park District, that the District borrow the sum of \$1,100,400 and that general obligation bonds of the District in the aggregate amount of \$1,100,400 be issued in evidence thereof, and sold.

Section 3. The ordinance selling such general obligation bonds shall not be enacted for a period of seven days after the adjournment of the public hearing to receive public comments on the proposal to sell such bonds. After expiration of said seven day period, the District may act on the ordinance selling such bonds for sale on terms to be hereafter approved by this Board as general obligation limited bonds of Champaign Park District in the aggregate amount of up to \$1,100,400, said bonds to be dated as provided in such ordinance, maturing on or about November 30, 2017, and the Treasurer of the District is hereby authorized and directed to seek out and negotiate with prospective purchasers of said bonds and to report to this Board for its consideration and approval or disapproval the interest rates and other terms bid by said prospective purchasers.

Adopted this 14th day of September 2016.

Approved:

Craig W. Hays, Vice President

Attest:

Cindy Harvey, Secretary



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 6, 2016

SUBJECT: Approval of a Resolution Setting a Public Hearing on Proposed 2016 General Obligation Bond Issue

Background

According to State Statute, if the Champaign Park District is to sell General Obligation Bonds, a Public Hearing must occur for the purpose of receiving public comments on the Board proposal to sell bonds. Staff is requesting Board approval of a Resolution to set a public hearing for Wednesday, October 12, 2016, at 7:00 p.m. at the Bresnan Meeting Center to discuss the issuance of \$1,100,400 of bonds for the purpose of providing funds for capital improvements and to pay debt service on alternate bonds.

Prior Board Action

None.

Budget Impact

The FY16-17 budget includes the GO Bond issue at the full value mentioned above, as well as all applicable attorney and filing fees.

Recommended Action

Staff recommends that the Board approve a resolution to set a Public Hearing for Wednesday, October 12, 2016 at 7:00 p.m. at the Bresnan Meeting Center to discuss the issuance of \$1,100,400 of General Obligation Bonds.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director

RESOLUTION

WHEREAS, it is the intention of Champaign Park District to sell bonds in the total amount of \$1,100,400 for the purpose of providing funds to pay for the building, maintaining, improving and protecting the parks and boulevards of the District, and for certain debt service on alternate bonds issued for such purpose, and for the payment of expenses incident thereto.

WHEREAS, it is required by statute that a governmental unit proposing to sell non-referendum general obligation bonds hold a public hearing concerning its intent to do so prior to the sale of such bonds, and that it give notice of such hearing as required by said statute.

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of Champaign Park District that said District shall hold a public hearing concerning its intent to issue and sell general obligations bonds of said District in the amount of \$1,100,400 for said purpose, said public hearing to be held Wednesday, October 12, 2016 at 7:00 P.M. Central Daylight time at Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, as part of the regularly scheduled meeting of said Board to be held that date.

BE IT FURTHER RESOLVED that the Secretary of this Board shall give due public notice of said hearing in the time and manner prescribed by law.

Adopted this 14th day of September 2016.

Approved:

Craig W. Hays, Vice President

Attest:

Cindy Harvey, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 9, 2016

SUBJECT: Approval of a Contract for Design and Construction of Heritage Park Phase I

Background

At the March 30, 2016 Study Session, the Board gave staff direction to include the Heritage Park Phase I project in the FY16-17 Annual Budget.

Prior Board Action

At the July 27, 2016 Special Meeting, the Board approved the FY16-17 Annual Budget, including \$1,132,560 for Heritage Park Phase I work.

Budget Impact

| Item Description | Amount | Budget Line |
|-----------------------------|----------|--|
| Schematic Design | \$15,000 | 16-01-001-61508-170021, <i>Capital Improvement</i> |
| Design Development | 30,000 | 16-01-001-61508-170021, <i>Capital Improvement</i> |
| Construction Documents | 24,000 | 16-01-001-61508-170021, <i>Capital Improvement</i> |
| Bidding | 6,500 | 01-20-300-54214-170021, <i>A/E Fees</i> |
| Construction Phase Services | 24,000 | 01-20-300-54215-170021, <i>Professional Fees</i> |
| Contract Total | \$99,500 | |

Recommended Action

Staff recommends approval of a contract between SmithGroup JJR and the Park District for design and construction of Heritage Park Phase I.

Prepared by:

Reviewed by:

Andrew Weiss
Park Planner and Landscape Architect

Kevin Crump
Director of Operations and Planning



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

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

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Champaign Park District
706 Kenwood Road
Champaign, IL 61821

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

SmithGroupJJR
35 E. Wacker Drive, Suite 2200
Chicago, IL 60601

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

Heritage Park Phase I

The Owner and Architect agree as follows.

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

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

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

1. This proposal is based upon the Heritage Park Master Plan dated February 2016.
2. The "Project" as used herein refers to providing civil engineering and landscape architecture services for the preparation of preliminary and final construction documents, including an opinion of probable construction cost at each milestone, and assistance with permitting, bidding and construction.
3. The total project budget is \$1,200,000.
4. Our services will not include site mechanical, lighting and electrical, communications, geotechnical, survey, wetland delineation and signage.
5. It is our understanding the project will not be designed for LEED or Sustainable Sites certification so related services are excluded.
6. The Champaign Park District will provide background information including a topo survey of the site and lake bottom, geotechnical investigation and recommendations and a wetland delineation and jurisdictional determination.
7. SGJRR must be able to obtain the digital hydraulic models upon which the existing Copper Slough floodway delineation is based (refer to the 2nd bullet item, Task 1.4) Since the Copper Slough, within the city of Champaign limits, is now under the city's jurisdiction, our fee is based upon the assumption we will be able to obtain this information from the City.

Init.

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User Notes:

(1197888337)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Spring 2017

.2 Substantial Completion date:

Spring 2018

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 Notwithstanding anything to the contrary, the Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

.1 General Liability

\$1,000,000

.2 Automobile Liability

\$500,000

.3 Workers' Compensation

\$500,000

.4 Professional Liability

\$1,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Such approval shall not be unreasonably withheld and the Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Such approval shall not be unreasonably withheld and the Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

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§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 Architect shall prepare responses to questions from prospective contractors and provide clarifications and interpretations of the Documents to all prospective contractors in the form of an addendum. It is the contractor's responsibility to maintain the Contract Documents supplemented by the Addendum. In addition, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. The Architect shall be entitled to Additional Services in accordance with Section 4.3.1 when Contract Administration Services extended beyond the Project schedule in Exhibit A. Service provided between phases including but not limited to the time between delivery of Construction Documents and Negotiation Services and between Negotiation Services and commencement of Construction Phase Services, are excluded from Architect's Basic Services and will be deemed an Additional Service

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Notwithstanding anything to the contrary, the Architect shall endeavor to review such submittals for completeness and for sufficiency of information for verifying compliance with the Contract Documents. However, nothing shall relieve the contractor of its responsibilities to provide thorough and complete, and properly combined submittals, and Architect retains its right to reject such submittals, based upon Architect's reasonable discretion, when such submittals are not in compliance therewith.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information. An excessive quantity of contractor's requests for information where such information is available to the contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, contractor-prepared coordination drawings, or prior Project correspondence or documentation shall be deemed Additional Services.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Substantial Completion does not

include award of the Sustainability Certification or verification or certification that the Sustainable Objective has been met.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. For purposes of this Paragraph, the Architect shall not be responsible for any damages, costs or liabilities associated with any delays in the Project.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

| Additional Services | Responsibility (Architect, Owner or Not Provided) | Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below) |
|--|--|--|
| § 4.1.1 Programming (B202™-2009) | | |
| § 4.1.2 Multiple preliminary designs | | |
| § 4.1.3 Measured drawings | | |
| § 4.1.4 Existing facilities surveys | | |
| § 4.1.5 Site Evaluation and Planning (B203™-2007) | | |
| § 4.1.6 Building Information Modeling (E202™-2008) | | |
| § 4.1.7 Civil engineering | Arch | Exhibit A |
| § 4.1.8 Landscape design | Arch | Exhibit A |
| § 4.1.9 Architectural Interior Design (B252™-2007) | | |
| § 4.1.10 Value Analysis (B204™-2007) | | |
| § 4.1.11 Detailed cost estimating | Arch | Exhibit A |
| § 4.1.12 On-site Project Representation (B207™-2008) | | |
| § 4.1.13 Conformed construction documents | | |
| § 4.1.14 As-Designed Record drawings | | |
| § 4.1.15 As-Constructed Record drawings | | |
| § 4.1.16 Post occupancy evaluation | | |
| § 4.1.17 Facility Support Services (B210™-2007) | | |
| § 4.1.18 Tenant-related services | | |
| § 4.1.19 Coordination of Owner's consultants | | |
| § 4.1.20 Telecommunications/data design | | |
| § 4.1.21 Security Evaluation and Planning | | |

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|--|--|--|
| (B206™–2007) | | |
| § 4.1.22 Commissioning (B211™–2007) | | |
| § 4.1.23 Extensive environmentally responsible design | | |
| § 4.1.24 LEED® Certification (B214™–2012) | | |
| § 4.1.25 Fast-track design services | | |
| § 4.1.26 Historic Preservation (B205™–2007) | | |
| § 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007) | | |
| | | |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§4.2.1 In the event Digital Data (4.1.28) is requested, the Owner acknowledges that due to the limitations of the digital data software, not all elements of the Architect's services may be represented in the Digital Data, this being in the sole discretion of the Architect. Accordingly, although the Architect will endeavor to represent all material elements of the Architect's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The owner agrees that it will include this provision in any agreements with its consultants, contractors or other Owner authorized recipients, in which Digital Data is provided.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients; See Section 4.1.28
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
12. Services excluded or normally or customarily not part of the Basic Services.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt

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written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor to maximum amount not to exceed (20%) twenty percent of submittals received to date
- .2 Eight (8) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 Except as provided in Section 4.3.5 if the services covered by this Agreement have not been completed within (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided. The Owner shall indemnify the Architect and the Architect's Consultants against all Work and/or Services performed directed, or otherwise specified by the Owner's Consultants.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Architect has the right to rely on all information or services provided by or through the Owner.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and

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scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. Notwithstanding the preceding, the Architect shall not be held responsible for maintaining a design to budget in periods where inflation and/or market conditions exceed preset escalation allowances. The Architect and Owner shall establish these preset escalation allowance at the conclusion of the Schematic Design estimate, and shall be incorporated therewith into this Agreement.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. If applicable and solely for the purpose of obtaining or maintaining the Sustainability Certification, the Architect also grants the Owner a nonexclusive license to submit the Architect's Instruments of Service, directly or through third parties, to the Certifying Authority to comply with the requirements imposed by the Certifying Authority and further grants the Owner a nonexclusive license to allow the certifying Authority to publish the Instruments of Service in accordance with the policies and agreement required by the Certifying Authority. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in

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performing services or construction for the Project. The licenses granted in this Section 7.3 are valid only if the Owner substantially performs its obligation, including prompt payment of all sums which is due under this agreement. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The Owner shall not assign, delegate sublicense, pledge or otherwise transfer any license granted herein to another party without prior written consent of the Architect.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The Architect shall have the right to submit the Documentation for Certification obtained from the Owner or its contractors and consultants to the Certifying Authority as necessary to perform the Architect's services for the Project, including information designated as confidential or business proprietary by the Owner or its contractors and consultants.

§ 10.10 Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent of the law, to indemnify and hold harmless the Architect, its officers, directors, employees and consultants from and against any and all damages, liabilities or costs, including attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and the willful misconduct of the Architect

§ 10.11 The Architect will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. The Owner acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. The Architect cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

§ 10.12 Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the Architect's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the Architect to exercise professional skill or judgment greater than required by Section 2.2; or iii) as an assumption by the Architect of liability of any other party.

§ 10.13 The Architect will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. The Owner acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. The Architect cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations.

§ 10.14 Unless agreed to by the Parties otherwise, the Architect's Basic Services includes the use of AutoCAD for preparation of the Contract Documents. Contract Documents will be provided in a PDF and hard copy format, including drawings and project manual. Architect's Basic Services includes providing its documents at the indicated milestone dates; further and/or additional requests for set of documents will be deemed an Additional Service as

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well as associated reimbursable expenses

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Per 11.5

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in 11.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Agreed to lump sum or standard Hourly Rates per Exhibit B.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | |
|--|------------------|
| Schematic Design | \$ 15,000 |
| Design Development (incl Joint Permit application) | \$ 30,000 |
| Construction Document | \$ 24,000 |
| Bidding | \$ 6,500 |
| Construction Phase Services | \$ 24,000 |
| Total | \$ 99,500 |

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B

(Table deleted)

(Paragraphs deleted)

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of

the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

NA

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

In accordance with Illinois Prompt Payment Act.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

NA

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

- .2 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

Paul J. Wiese, Vice President

(Printed name and title)

Additions and Deletions Report for **AIA® Document B101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:37:32 on 09/09/2016.

PAGE 1

Champaign Park District
706 Kenwood Road
Champaign, IL 61821

...

SmithGroupJJR
35 E. Wacker Drive, Suite 2200
Chicago, IL 60601

...

Heritage Park Phase I

PAGE 2

1. This proposal is based upon the Heritage Park Master Plan dated February 2016.
2. The "Project" as used herein refers to providing civil engineering and landscape architecture services for the preparation of preliminary and final construction documents, including an opinion of probable construction cost at each milestone, and assistance with permitting, bidding and construction.
3. The total project budget is \$1,200,000.
4. Our services will not include site mechanical, lighting and electrical, communications, geotechnical, survey, wetland delineation and signage.
5. It is our understanding the project will not be designed for LEED or Sustainable Sites certification so related services are excluded.
6. The Champaign Park District will provide background information including a topo survey of the site and lake bottom, geotechnical investigation and recommendations and a wetland delineation and jurisdictional determination.
7. SGJRR must be able to obtain the digital hydraulic models upon which the existing Copper Slough floodway delineation is based (refer to the 2nd bullet item, Task 1.4) Since the Copper Slough, within the city of Champaign limits, is now under the city's jurisdiction, our fee is based upon the assumption we will be able to obtain this information from the City.

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Spring 2017

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Spring 2018

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§ 2.2 ~~The Notwithstanding anything to the contrary, the~~ Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

...

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

...

\$1,000,000

...

\$500,000

...

\$500,000

...

\$1,000,000

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Such approval shall not be unreasonably withheld and the Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Such approval shall not be unreasonably withheld and the Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

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§ 3.5.3.3 ~~The Architect shall prepare responses to questions from prospective contractors and provide clarifications and interpretations of the Documents to all prospective contractors in the form of an addendum. It is the contractor's responsibility to maintain the Contract Documents supplemented by the Addendum. In addition, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

...

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. The Architect shall be entitled to Additional Services in accordance with Section 4.3.1 when Contract Administration Services extended beyond the Project schedule in Exhibit A. Service provided between phases including but not limited to the time between delivery of Construction Documents and Negotiation Services and

between Negotiation Services and commencement of Construction Phase Services, are excluded from Architect's Basic Services and will be deemed an Additional Service

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§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Notwithstanding anything to the contrary, the Architect shall endeavor to review such submittals for completeness and for sufficiency of information for verifying compliance with the Contract Documents. However, nothing shall relieve the contractor of its responsibilities to provide thorough and complete, and properly combined submittals, and Architect retains its right to reject such submittals, based upon Architect's reasonable discretion, when such submittals are not in compliance therewith.

...

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information. An excessive quantity of contractor's requests for information where such information is available to the contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, contractor-prepared coordination drawings, or prior Project correspondence or documentation shall be deemed Additional Services.

...

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Substantial Completion does not include award of the Sustainability Certification or verification or certification that the Sustainable Objective has been met.

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§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. For purposes of this Paragraph, the Architect shall not be responsible for any damages, costs or liabilities associated with any delays in the Project.

...

| | | | |
|---------|-------------------|------|-----------|
| § 4.1.7 | Civil engineering | Arch | Exhibit A |
| § 4.1.8 | Landscape design | Arch | Exhibit A |

...

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§4.2.1 In the event Digital Data (4.1.28) is requested, the Owner acknowledges that due to the limitations of the digital data software, not all elements of the Architect's services may be represented in the Digital Data, this being in the sole discretion of the Architect. Accordingly, although the Architect will endeavor to represent all material elements of the Architect's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The owner agrees that it will include this provision in any agreements with its consultants, contractors or other Owner authorized recipients, in which Digital Data is provided.

...

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients; See Section 4.1.28

...

.11 Assistance to the Initial Decision Maker, if other than the Architect.

.12. Services excluded or normally or customarily not part of the Basic Services.

PAGE 11

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor to maximum amount not to exceed (20%) twenty percent of submittals received to date
- .2 Eight (8) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If Except as provided in Section 4.3.5 if the services covered by this Agreement have not been completed within (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 12

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided. The Owner shall indemnify the Architect and the Architect's Consultants against all Work and/or Services performed directed, or otherwise specified by the Owner's Consultants.

...

§ 5.13 The Architect has the right to rely on all information or services provided by or through the Owner.

PAGE 13

Notwithstanding the preceding, the Architect shall not be held responsible for maintaining a design to budget in periods where inflation and/or market conditions exceed preset escalation allowances. The Architect and Owner shall establish these preset escalation allowance at the conclusion of the Schematic Design estimate, and shall be incorporated therewith into this Agreement.

...

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement-Project. If applicable and solely for the purpose of obtaining or maintaining the Sustainability Certification, the Architect also grants the Owner a nonexclusive license to submit the Architect's Instruments of Service, directly or through third parties, to the Certifying Authority to comply with the requirements imposed by the Certifying Authority and further grants the Owner a nonexclusive license to allow the certifying Authority to publish the Instruments of Service in accordance with the policies and agreement required by the Certifying Authority. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. The licenses granted in this Section 7.3 are valid only if the Owner substantially performs its obligation, including prompt payment of all sums which is due under this agreement. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

PAGE 14

§ 7.5 The Owner shall not assign, delegate sublicense, pledge or otherwise transfer any license granted herein to another party without prior written consent of the Architect.

PAGE 15

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 17

§ 10.9 The Architect shall have the right to submit the Documentation for Certification obtained from the Owner or its contractors and consultants to the Certifying Authority as necessary to perform the Architect's services for the Project, including information designated as confidential or business proprietary by the Owner or its contractors and consultants.

§ 10.10 Insomuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent of the law, to indemnify and hold harmless the Architect, its officers, directors, employees and consultants from and against any and all damages, liabilities or costs, including attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and the willful misconduct of the Architect

§ 10.11 The Architect will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. The Owner acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. The Architect cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

§ 10.12 Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the Architect's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the Architect to exercise professional skill or judgment greater than required by Section 2.2; or iii) as an assumption by the Architect of liability of any other party.

§ 10.13 The Architect will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. The Owner acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. The Architect cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations.

§ 10.14 Unless agreed to by the Parties otherwise, the Architect's Basic Services includes the use of AutoCAD for preparation of the Contract Documents. Contract Documents will be provided in a PDF and hard copy format, including drawings and project manual. Architect's Basic Services includes providing its documents at the indicated milestone dates; further and/or additional requests for set of documents will be deemed an Additional Service as well as associated reimbursable expenses

PAGE 18

Per 11.5

...

Included in 11.1

...

Agreed to lump sum or standard Hourly Rates per Exhibit B.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

...

| | | |
|------------------------------|-------------|----|
| Schematic Design Phase | percent — (| %) |
| Design Development Phase | percent — (| %) |
| Construction Documents Phase | percent — (| %) |
| Bidding or Negotiation Phase | percent — (| %) |
| Construction Phase | percent — (| %) |

| | | | |
|--------------------------|-------------------------|-----|----|
| Total Basic Compensation | one hundred percent — (| 100 | %) |
|--------------------------|-------------------------|-----|----|

| | |
|---|-------------------------|
| <u>Schematic Design</u> | <u>\$ 15,000</u> |
| <u>Design Development (incl Joint Permit application)</u> | <u>\$ 30,000</u> |
| <u>Construction Document</u> | <u>\$ 24,000</u> |
| <u>Bidding</u> | <u>\$ 6,500</u> |
| <u>Construction Phase Services</u> | <u>\$ 24,000</u> |
| Total | <u>\$ 99,500</u> |

...

See Exhibit B

| | |
|-----------------------------|-------------|
| Employee or Category | Rate |
|-----------------------------|-------------|

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus _____ percent (____%) of the expenses incurred.

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NA

...

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

% In accordance with Illinois Prompt Payment Act.

...

NA

...

~~.2~~ AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:

~~.3~~ 2 Other documents:

...

Paul J. Wiese, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Paul J. Wiese, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:37:32 on 09/09/2016 under Order No. 2265996749_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

PHASE 1: SCHEMATIC DESIGN

Task 1.1 Kick-Off Meeting

SGJJR will participate in a Kick-Off meeting to confirm scope, schedule and budget. Communication protocols will be developed. A site visit with the Client to walk the anticipated trail route will be completed.

Task 1.2 Preferred Plan and Features

SGJJR will utilize environmentally responsible design strategies for the trails, bridges, boardwalks and landscape within the context of Heritage Lake and Heritage Park. SGJJR will propose siting of the trails to create linkages to existing trails, parking and adjacent site features.

SGJJR will develop, with the Client, the geometry plan to define the location of the trails, footbridges and boardwalks on the site. Based upon this siting, SGJJR will address drainage, grading, hardscape and landscape. Alternatives materials and products will be reviewed with the Client for all park features.

Task 1.3 Statement of Probable Construction Costs

SGJJR will provide a Statement of Probable Construction Costs.

Task 1.4 Regulatory Requirements

SGJJR will identify applicable codes and regulatory agencies having jurisdiction over the project. Anticipated regulatory reviews are anticipated as follows:

- City of Champaign (Chapter 29.5 – Stormwater Management and Erosion/Sediment Control Regulations)
- Because the project will likely include work within the Copper Slough floodway, the regulatory permit for work within the floodway is a Joint Permit, submitted to Illinois Department of Natural Resources Office of Water Resources (IDNR-OWR), U.S. Army Corps of Engineers (USACE), and Illinois Environmental Protection Agency (IEPA). Ideally, the project would be covered by a USACE nationwide or regional permit. If not, an Individual Permit will be required from USACE, with Water Quality Certification issued by IEPA.

<http://www.dnr.illinois.gov/WaterResources/Documents/PermitApplicationInstructions2011.pdf>

- The goal is to be granted a floodway permit as long as we can demonstrate the following:
 - A) any water surface profile increase would be contained within the channel banks or flood easements; or
 - B) in urban areas, the water surface profile increase would not exceed 0.5 feet at the structure, nor 0.1 foot at a point 1000 feet upstream of the structure as determined by the horizontal projection of the increase and the slope of the hydraulic grade line.
- SGJJR must be able to obtain the “effective” hydraulic models upon which the floodway delineation is based, create a “duplicate effective”, “corrected effective” (i.e., the effective model with updated survey in the vicinity of the proposed crossing(s)), and

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“proposed” models with the proposed crossing(s) and fill changes. The model will have to demonstrate the crossing will conform to the requirements above.

- For the fill and boardwalk in the lake, assuming the lake is under USACE jurisdiction (which it appears to be on the FEMA maps), SGJJR will quantify impacts (e.g., types and volumes of materials placed in wetlands), describe measures to avoid, minimize, and compensate for impacts, etc.

Task 1.5 Coordination Meetings and Reviews

SGJJR will participate in two (2) meetings with the Client during this phase, including the Kick-Off meeting. Public meetings are not anticipated and therefore excluded.

PHASE 2: DESIGN DEVELOPMENT

Task 2.1 Design Development Documents

Following written approval of the previous phase by the Client, SGJJR will prepare Design Development documents. These will consist of drawings and calculations to establish the civil engineering, hardscape and landscape for the project. Specifications are excluded for this phase and are included in the next phase.

- Site preparation plan. Construction staging and logistics will be included.
- Site grading, utilities and drainage as well as erosion and sediment control procedures and requirements.
- Location, geometrics and materials associated with the site hardscape including trails, footbridges, boardwalks and overlooks, including site structural engineering.
- Location and materials associated with site landscape including trees, shrubs, groundcovers, naturalized plantings and lawn. Irrigation is excluded.

Task 2.2 Statement of Probable Construction Costs

SGJJR will update the Statement of Probable Construction Costs.

Task 2.3 Regulatory Requirements

The recommended tasks for the Joint Permit will include the following:

- Gather data including floodway/floodplain hydraulic models, wetland delineation and jurisdictional determination, and other site investigations.
- Pre-application meeting with agencies. Identify probable permit requirements (is coverage under nationwide permit feasible or will an Individual Permit be required, etc).
- Complete hydraulic modeling. Recommend design to comply with requirements.
- Prepare mitigation plan for lake work.
- Complete Joint Permit Application and submit to agencies.
 - Plan follow-up meeting with agencies to review.
 - Anticipate at least 1 resubmittal/comment response/ update.

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Task 2.4 Coordination Meetings and Reviews

SGJJR will participate in one (1) meeting with the Client during this phase. Public meetings are excluded.

PHASE 3: CONSTRUCTION DOCUMENTS

Task 3.1 Construction Drawings and Specifications

Following written approval of the previous phase by the Client, SGJJR will prepare Construction Drawings and Specifications setting forth in detail the requirements for the site development for the project.

- SGJJR will prepare fully coordinated documents conforming to applicable municipal, county, state and federal laws, regulations, ordinances and interpretations of same.
- SGJJR will develop, coordinate and complete the technical specifications, which designate all construction materials, systems, qualities, and workmanship, using the CSI format. Front End Documents (General and Supplementary Conditions) will be provided by the Client.

Task 3.2 Regulatory Requirements

SGJJR will continue to coordinate with regulatory agencies, on the Client's behalf, to obtain regulatory approvals for the construction of the project.

Task 3.3 Statement of Probable Construction Costs

SGJJR will update the Statement of Probable Construction Costs.

Task 3.4 Coordination Meetings and Reviews

SGJJR will participate in one (1) meeting with the Client during this phase. Public meetings are excluded.

PHASE 4: BIDDING

Task 4.1 Pre-Bid and Clarifications

SGJJR will participate in one (1) Pre-Bid meeting and answer questions and prepare addenda to supply additional detail to the Bid Documents to clarify contradictions or ambiguities.

Task 4.2 Bid Recommendation

SGJJR will review the bid submitted by the lowest and most responsible bidder, check references and make a recommendation of award to the Client.

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Task 4.3 Permit Coordination

SGJJR will coordinate with identified agencies for review of permit submittals and assist the Owner in obtaining required approvals.

PHASE 5: CONSTRUCTION PHASE SERVICES

Task 5.1 Construction Administration

SGJJR will commence Construction Phase services and responsibilities upon the award to one Contractor for construction of the project and terminate such services upon Final Completion of construction.

- Check, note and review Shop Drawings, material samples, and other submissions and proposals of the Contractor(s) for compliance with the working drawings, specifications and design intent.
- Review and check the inspection reports and the periodic field test reports and data provided by the testing and inspection entity.
- Respond to RFIs submitted by the Contractor and assist in the preparation of clarifications, proposal requests and change orders.

Task 5.2 Construction Observations and Coordination Meetings

SGJJR will visit the site approximately twice per month during construction (maximum of eight (8) visits) during construction to observe the Contractor's work and to attend construction coordination meetings during the visit. Meeting minutes will be the responsibility of the Contractor. During the site visits, SGJJR will become generally familiar with the progress and quality of the work and will determine, in general, if the work is proceeding in accordance with the Contract Documents.

SGJJR will not be required to make exhaustive or continuous inspections on-site to check the quality or quantity of the work. On the basis of such on-site observations, JJR will endeavor to guard the Client against defects or deficiencies in the work of the Contractor.

SGJJR will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, or for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents, unless SGJJR has observed a defect in the work and fails to report the same in writing to the Client, or should have observed the defect in the exercise of the standard of professional care set forth in this agreement.

SGJJR will conduct one (1) Substantial Completion visit and shall compile a "Punch List" of items that are not in compliance with the Contract Documents.

SGJJR will conduct one (1) subsequent visit to determine that the Contractor has satisfactorily completed all Punch List items, and has otherwise complied with the Contract Documents.

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Task 5.3 Record Drawings

The Contractor will be responsible for Record Drawings. SGJJR will review the Record Drawings at the completion of the project for changes to the drawings based upon changes issued over the course of construction and as-built conditions.

SMITHGROUPJJR

WAGE RATES BY CLASSIFICATION FOR 2016*

| Class Description | Billing Rate |
|-----------------------------|--------------|
| Principal In Charge | \$ 290 |
| Senior Project Manager | \$ 260 |
| Design Principal | \$ 240 |
| Architect V | \$ 230 |
| Architect IV | \$ 170 |
| Architect III | \$ 125 |
| Architect II | \$ 115 |
| Architect I | \$ 95 |
| Interiors V | \$ 210 |
| Interiors IV | \$ 150 |
| Interiors III | \$ 120 |
| Interiors II | \$ 100 |
| Interiors I | \$ 90 |
| Landscape Architect V | \$ 210 |
| Landscape Architect IV | \$ 155 |
| Landscape Architect III | \$ 125 |
| Landscape Architect II | \$ 95 |
| Landscape Architect I | \$ 85 |
| Civil Engineer V | \$ 245 |
| Civil Engineer IV | \$ 175 |
| Civil Engineer III | \$ 150 |
| Civil Engineer II | \$ 120 |
| Civil Engineer I | \$ 95 |
| Engineering Principal | \$ 240 |
| MEP Engineer V | \$ 230 |
| MEP Engineer IV | \$ 200 |
| MEP Engineer III | \$ 160 |
| MEP Engineer II | \$ 115 |
| MEP Engineer I | \$ 100 |
| MEP Designer Engineer IV | \$ 130 |
| MEP Designer Engineer III | \$ 120 |
| MEP Designer Engineer II | \$ 100 |
| MEP Designer Engineer I | \$ 90 |
| Sr Lab Planner | \$ 280 |
| Lab Planner | \$ 135 |
| Sr Health Planner | \$ 260 |
| Health Planner | \$ 135 |
| Specification Writer | \$ 170 |
| Urban Designer | \$ 190 |
| Mixed-Use Design Specialist | \$ 190 |
| Technical/Administration | \$ 85 |
| Intern | \$ 80 |
| Administrative Assistant | \$ 85 |
| Construction Specialist | \$ 180 |
| Building Tech Specialist | \$ 190 |
| BIM CAD Specialist | \$ 150 |
| Sr Lighting Designer | \$ 210 |
| Lighting Designer | \$ 120 |
| Visualization Specialist | \$ 135 |
| Business Development | \$ 200 |
| Marketing | \$ 120 |

Note: Project managers will be billed at their classification rate.

*Rates are subject to annual review and increase

AMENDMENT TO AIA DOCUMENT B101 – 2007
Standard Form of Agreement Between Owner and Architect

THIS AMENDMENT to Agreement is made and effective as of the ___ day of _____ 2016, between Architect's Client, identified as Owner: the Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821 and the Architect (alternatively as Architect or SGJJR): SmithGroupJJR, 35 E. Wacker Drive, Suite 2200, Chicago, Illinois 60601.

WHEREAS, the Architect has drafted, proposed contemporaneously herewith AIA Document B101-2007, Standard Form of Agreement Between Owner and Architect (hereinafter referred to as, Agreement) for a project generally described as Heritage Park Phase I to be undertaken at Heritage Park in Champaign, Illinois, which is owned by the Owner;

WHEREAS, Architect has previously prepared a Heritage Park Master Plan dated February 2016; and

WHEREAS, certain terms, conditions, and provisions stated in the Agreement are to be amended, deleted, or clarified.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and herein, the receipt and sufficiency of which are hereby acknowledged, the Owner and Architect hereby agree that the Agreement is hereby amended, changed, and clarified, anything in the Agreement to the contrary notwithstanding, as follows:

1. Section 1.1.3 is stricken in its entirety.
2. Section 4.1 at the end of the third (3rd) sentence add, "except as otherwise caused by the act or omission of Architect."
3. Section 5.6 the last sentence shall be amended to state that the Owner shall require its consultants to indemnify the Architect and the Architect's consultants against all Work and/or Services performed directed or otherwise specified by such consultants.
4. Section 7.3 in the next to the last sentence, the word "is" is changed to "are".
5. Section 8.1.2 shall be stricken in its entirety and replaced with the following terms:

Architect shall indemnify, save, defend, and hold harmless Owner, including its commissioners, officers, employees, agents, representatives, and volunteers, (hereinafter collectively referred to as "Owner") 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 Owner 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.

6. Section 8.1.3 shall be amended and restated as follows:

The Architect and Owner insofar as their relationship or dealings with each other waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation to all consequential damages due to either

party's termination of this Agreement, and no termination expenses or other compensation shall be due Architect under Section 9.7.

7. Section 8.2.1 in both sentences the word "binding" is changed to "other".

8. Section 8.2.2 shall be amended and revised to state as follows:

The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with or after the filing of a complaint with a court of appropriate jurisdiction. Mediation shall proceed in advance of any further court proceedings, which shall be stayed pending the mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. In no event shall arbitration take place.

9. Section 8.3 regarding arbitration and all subsections thereunder are stricken.

10. Section 9.1 the last sentence shall be amended and revised to state as follows:

The Architect's fees for the remaining services and the time schedules may be equitably adjusted as agreed upon by the parties.

11. Section 9.2 the third sentence shall be amended and revised to states as follows:

The Architect's fees for the remaining services and the time schedules may be equitably adjusted as agreed upon by the parties.

12. Section 9.7 shall be amended and revised to state as follows:

Termination Expenses are in addition to compensation for Architect's services and include only expenses directly attributable to termination for which the Architect is not otherwise compensated, but no other fees or anticipated profits of any kind or character whatsoever.

13. Section 10.1 shall be amended and revised to state as follows:

This Agreement shall be governed by the laws of the place where the Project is located.

14. Section 10.10 shall be amended and revised to state as follows:

In so much as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Architect regarding the existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner shall indemnify and hold harmless the Architect, its officers, directors, employees and consultants only from the Owner expending such sums or its decision or actions to destroy otherwise adequate or serviceable portions of the applicable structure(s).

15. Section 11.10.3 shall be amended to remove the words, "in a binding dispute resolution proceeding."

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

Owner: Champaign Park District, a municipal Corporation,

Architect: SmithGroupJJR

By: _____
Joseph DeLuce, Executive Director

By: _____
_____, Principal

ATTEST:

By: _____
Cindy Harvey, Board Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: September 8, 2016
SUBJECT: Request for Qualifications: Operations Facility Plan

Introduction

The Board directed staff to seek request for qualifications from architectural firms to evaluate and develop a plan for the Park District's Operations Facility.

Prior Board Action

At the March Study Session, the Board consensus was to include \$60,000 in professional/A & E fees for a study determining the most effective and efficient concept for moving forward with the renovation of the operations facility. The Board also formed a project team consisting of staff and two Board members to develop an architectural firm selection process to work with the Park District on development of a plan for the operations facility.

Request for Qualifications (RFQs)

An RFQ was published in The News-Gazette on May 29, 2016. Six firms responded to the RFQ. The project team reviewed the RFQs and narrowed the number of firms for consideration to three: Farnsworth Group, BLDD Architects, and Gorski Reifsteck.

The firms were requested to present their qualifications, ideas, and concepts on how they would develop a plan for the operations facility to the Board. Presentations were made to the Board at the August 22, 2016 Special meeting.

The project team met on August 25, 2016 to review the presentations and discuss the concepts presented at the meeting. The project team unanimously agreed on the ranking of the three finalist in the following order: 1. Farnsworth Group, 2. Gorski-Reifsteck Architects and 3. BLDD Architects.

The project team agreed that the Farnsworth Group did a better job of presenting the information requested by the project team with various concepts and ideas for the operations facility. Staff also appreciated how the Farnsworth Group team were very effective and easy to work with on the Leonhard Recreation project.

Recommendation

Staff is requesting Board approval to rank the firms in the following order: 1. Farnsworth Group, 2. Gorski-Reifsteck Architects and 3. BLDD Architects, and allow negotiations to begin with the first ranked firm. If a contract can not be reached with the first ranked firm, staff would continue with the second and third ranked firms. The final contract will be presented to the Board for final approval.

Prepared by:

Joe DeLuce, CPRP
Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 6, 2016

SUBJECT: Turf Aerator Bid

Introduction

Staff is requesting Board approval to purchase a replacement turf aerator. The current unit owned by the District is a 2007 SR-72 Deep Tine Aerator, which will be declared surplus and traded at the time of sale. The SR-72 is a solid core aerifier which does not meet the aerification needs currently faced in the District.

Prior Board Action

The Board approved the FY16-17 Capital Improvement 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 August 25, 2016. Two bids were received and the results are as follows:

| Vendor | Type | Bid Price | Trade-in Amount | Purchase Price |
|--|--------------------------------|------------------|------------------------|-----------------------|
| MTI Distributing, Inc., Brooklyn Center, MN | 2016 Toro ProCore 864 | \$25,084.48 | \$750.00 | \$24,334.48 |
| Erb Turf Equipment, Mitchell, IL | 2016 John Deere Aercore 200 | \$27,545.22 | \$1,500.00 | \$26,045.22 |

Budget Impact

\$26,000.00 was allocated in the FY 16-17 Capital Improvement Plan for this purchase. (Project #17VE06)

Recommended Action

Staff recommends accepting the lowest responsible bid that meets all specifications and authorizing the Executive Director to purchase the turf aerator from MTI Distributing Inc. at the bid price of \$24,334.48.

Prepared by:

Reviewed by:

Nate Massey
Special Projects Supervisor

Kevin Crump
Director of Operations & Planning





REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: September 7, 2016
SUBJECT: Bid for Hays Center Roof Replacement

Background

During the development of the roof replacement schedule for the Park District's facilities, it was determined that the entire roof structure and clerestory window wall at the Hays Center were a priority. The lower flat roof was addressed last spring. Funding for replacement of the remaining sections was included in the FY17 Capital Improvement Plan.

Prior Board Action

The Board approved the FY17 Capital Improvement Plan at the March 9, 2016 Regular Board Meeting.

Bid Results

Bid packets were available to potential contractors as of July 24, 2016. Four bid packets were issued or requested. Three bids were received, opened and read aloud on August 17, 2016. The bid results and explanations of unit pricing are attached:

| CONTRACTOR | Base Bid | Base Bid | Base Bid |
|---|-------------------|-----------------|-------------|
| | Sloped Metal Roof | Upper Flat Roof | Window Wall |
| Advanced Commercial Roofing, Champaign IL | \$150,821.00 | \$47,550.00 | \$25,598.00 |
| Top Quality Roofing, Mt. Zion IL | \$249,500.00 | \$38,100.00 | \$10,200.00 |
| Craftmasters, Inc., Decatur IL | \$259,000.00 | \$43,000.00 | \$14,000.00 |

Staff and our roofing consultant, The Garland Company, were shocked at the high bid prices for the sloped roof replacement. With the change to metal roofing over shingle roofing, it was the intent to have a longer lasting, more maintenance-free roof. Increasing the longevity of the roof would preclude an estimated three replacements of the typical asphalt shingle roof.

Budget Impact

\$125,000 was budgeted in the FY17 Capital Improvement Plan for Project #170006.

Recommended Action

Staff recommends that the Board reject the Base Bid – Sloped Metal Roof, accept the Base Bid – Upper Flat Roof AND the Base Bid – Window Wall, and authorize the Executive Director to enter into a contract with the low, responsible bidder for these two items, Top Quality Roofing Co., of Mt. Zion IL, in the amount of \$48,300.00. Furthermore, staff recommends re-bidding the Sloped Roof as a shingled roof project as soon as bid documents and drawings can be produced.

Prepared by:

Reviewed by:

Kevin Crump
Director of Operations & Planning

Joe DeLuce
Executive Director

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 6, 2016

SUBJECT: Douglass Community Center (DCC) Boiler Replacement

Background

In 2012 a new A/C and heating unit were added to the DCC to service the gymnasium. The existing original boiler now only heats the locker rooms and classrooms above the gym and is very inefficient. The current boiler is a 1260 MBH (1000 BTU/hr) and the new specified boiler will be 550 MBH. The new specified boiler will be above 94% efficient. It will also have a 5:1 turndown ratio, so that it maximizes the efficiency during down times. The bid specifications call for the removal of the existing unit and the use of all existing piping.

Prior Board Action

The Board approved the FY16-17 Capital Improvements 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 Tuesday, September 6, 2016. The results are as follows:

| Bidder | Make/Model | Bid Amount |
|--|-----------------|------------|
| A & R Mechanical, Urbana, IL | Weil McLain 550 | \$30,950 |
| PipeWorks, Bloomington, IL | Weil McLain 550 | \$31,500 |
| Reliable Plumbing & Heating, Champaign, IL | Weil McLain 550 | \$31,780 |

Budget Impact

\$45,000 has been budgeted in the FY16/17 Capital Improvements Plan for the replacement of the DCC boiler (Project #17VE04).

Recommended Action

Staff recommends awarding the bid for the boiler to the lowest responsible bidder that meets all required specifications, A&R Mechanical, Urbana, IL, at the bid price of \$30,950 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



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 8, 2016

SUBJECT: Beardsley Park Playground Equipment

Background

The Beardsley Park Playground Replacement is included in the current Capital Improvement Plan (Project #170003).

Prior Board Action

The Board approved the FY16-17 Capital budget at their March 9, 2016 regular meeting.

Bid Results

Bid was advertised on August 21, 2016 in *The News-Gazette* and distributed to construction data/plan room websites. Two bids were received and read aloud on September 7, 2016; the results of which are below:

| Bidding Firm | Bid Amount (\$) |
|---|------------------------|
| NuToys Leisure Products, LaGrange, IL | \$51,500.00 |
| S Bollinger and Associates LLC, Hillsboro, MO | Did Not Meet Specs |

Budget Impact

\$70,000 is budgeted in the 2016/2017 Capital Improvement Plan for Project #170003. Operations staff will install the equipment this fall; remaining budget to include adjacent concrete work, playground border material, and safety surfacing.

Recommended Action

Staff recommends the Board accept the bid for Beardsley Park Playground Equipment and authorize the Executive Director to purchase playground equipment from NuToys Leisure Products in the bid amount of \$51,500.00.

Prepared by:

Reviewed by:

Andrew Weiss
Park Planner

Kevin Crump
Director of Operations and Planning



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 6, 2016

SUBJECT: Approval of Ordinance No. 611 Providing for the Disposal of Personal Property Owned by the Champaign Park District of Champaign County

Background

In the annual attempt to free space, the Operations & Planning Department has identified items (descriptions below) that are no longer useful to the Park District operation. The disposal plan for these items is to advertise, accept sealed bids, and sell to the highest bidder, with the exception of the 2007 SR-72 Deep Tine Aerator, which will be traded toward the purchase of a new turf aerator. Illinois law permits park districts to dispose of unusable equipment. The Board must pass an ordinance authorizing disposal of the property.

Descriptions

2007 Deep Tine Aerator (Model SR-72)

No longer meets the aerification needs of the Park District's turf, due to the "solid tine" nature of the equipment, which was originally purchased to relieve heavily compacted soils.

2006 Kubota 2230 Compact Tractor

Replaced by sports field grooming machines in years prior, this item has surpassed its useful life and has experienced engine failure. The blower, box blade and broom will be offered with the tractor.

2004 Bachtold Weed & Brush Mower – Model W24NC

Replaced in 2012 by horticulture division with safer, more efficient model. Has not been in use since that time.

1987 Honda Snowblower – Model HS80

Changes in snow removal tactics have rendered this piece of equipment surplus to the operation.

1989 Ryan Jr Sodcutter

Does not meet the needs of the operation; capability and cost of repair not conducive to use.

2005 John Deere 6 x 4 Diesel Gator

Extremely high hours and high cost of repairs not conducive to retention. Replaced in 2016.

Gill Pulverisor 3-pt Tractor attachment

Multi-purpose grooming machine replaced singular use equipment. 23+ years old.

Generator

Original generator from the Virginia Theatre, which was replaced during renovations with new unit. Originally installed by City (25+ years ago). Was not compatible with Springer generator project, due to age and necessary re-fit costs.

Snow Ex Full-Size Truck Bed Salt Spreader

Deterioration of spreader unit due to corrosion, use and replacement costs, as well as snow removal tactic changes, lend to non-use.

Prior Board Action

None

Budget Impact

Any proceeds received from the sale of these items will be put back into the Capital Improvement Fund as special receipts.

Recommended Action

Staff recommends that the Board adopt Ordinance No. 611: An Ordinance providing for the disposal of personal property owned by the Champaign Park District of Champaign County, which will allow for the disposal of equipment as described.

Prepared by:

Reviewed by:

Nate Massey
Special Projects Supervisor

Kevin Crump
Director of Operations & Planning

ORDINANCE NO. 611

**AN ORDINANCE PROVIDING FOR THE DISPOSAL OF
PERSONAL PROPERTY OWNED BY THE
CHAMPAIGN PARK DISTRICT**

WHEREAS, the Champaign Park District pursuant to 70 ILCS 1205/8-22 is granted the ability to dispose of personal property, and

WHEREAS, the Champaign Park District has determined that certain items it owns are no longer necessary, useful to or in its best interests to retain.

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

Section 1. The Park Board of Commissioners hereby authorizes that certain items shall be sold to the highest bidder, with or without advertising the sale, or disposed of on terms as may be approved by the Executive Director.

Section 2. The items of personal property to be disposed of are listed in Attachment A, which is incorporated by reference herein.

PASSED AND APPROVED by a three-fifths vote of the Board of Commissioners of the Champaign Park District this 14th day of September 2016.

APPROVED:

Craig W. Hays, Vice President

ATTEST

Cindy Harvey, Board Secretary

CHAMPAIGN PARK DISTRICT

Attachment "A" To Ordinance No. 611

- 2007 Deep Tine Aerator – Model SR-72
- 2006 Kubota 2230 Compact Tractor with the following attachments
 - Kubota Snow Blower – Model BX2750D
 - Kubota Box Blade – Model 7548
 - Kubota Broom/Sweeper -- Model BX25374
- 2004 Bachtold Weed & Brush Mower – Model W24NC
- 1987 Honda Snowblower – Model HS80
- 1989 Ryan Jr Sodcutter
- 2005 John Deere 6 x 4 Diesel Gator
- Gill Pulverisor 3-pt Tractor attachment
- Generator (age unknown)
- Snow Ex Full-Size Truck Bed Salt Spreader



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 14, 2016

SUBJECT: Olympic Tribute Inductees

Background

The Tribute to Olympic and Paralympic Athletes at Dodds Park honors the extraordinary achievements of Champaign County residents who have participated in the Olympic or Paralympic Games, as its granite platform is inscribed with their names and the Olympic symbol of linked rings.

Policy for Inclusion of Area Athletes

Automatic Inclusion:

1. Any athlete listed on the Olympic or Paralympics team roster, for any Olympiad, who designated a community in Champaign County as his/her home town on the roster.
2. Any athlete who participated in an Olympic or Paralympics demonstration or exhibition sport that designated a community in Champaign County as his/her hometown.

Other inclusion possibilities (Material to validate must be provided by the applying athlete or representative of the athlete):

1. A candidate who attended elementary or high school in Champaign County for five years or more.
2. A candidate who moved to Champaign County within five years from the time he or she participated as an Olympic athlete and remained in residence for a period of fifteen years or more.
3. Any unusual situations will be considered

2016 Proposed Inductees

Nichole Millage – Paralympic Athlete competing in Rio 2016 in sitting volleyball is currently inducted in the Tribute, so she will have 2016 added to her name.

Tatyana McFadden – Paralympic Athlete competing in Track and Field in Rio 2016. Tatyana is a permanent resident of Champaign County as she owns a home in Champaign and is no longer a student at the U of I.

Amanda McGrory – Paralympic Athlete competing in Track and Field in Rio 2016. Amanda is a permanent resident of Champaign and is no longer attending the U of I.

Brian Siemann – Paralympic Athlete competing in Track and Field in Rio 2016. Brian is a permanent resident of Champaign and is no longer a student at the U of I.

Joshua George – Paralympic Athlete competing in Track and Field in Rio 2016. Joshua is a permanent resident of Champaign and is no longer a student at the U of I.

Nichole Millage
Volleyball



- 2008
- 2012
- 2016

Name: Nichole Millage
Sport: Sitting Volleyball
Discipline(s): Sitting Volleyball
Position: Outside Hitter/Setter
Height: 5-7

DOB: 3/27/1977
Birthplace: Champaign
Hometown: Champaign, IL.
High School: Centennial High School
College: University of Central Oklahoma

Paralympic Experience

- 2016: Paralympic Games in Rio de Janeiro
- 2012: Paralympic Games in London (Silver)
- 2008: Paralympic Games in Beijing (Silver)

World Championship Experience

- 2014: ParaVolley World Championships (Silver)
- 2010: WOVD Sitting Volleyball World Championships (Silver)
- 2006: Sitting Volleyball World Championships

Other Career Highlights

- 2016: World ParaVolley Intercontinental Cup (Gold); Exhibition tournament vs. Russia; Dutch Tournament (First)
- 2015: Parapan American Games (Gold)
- 2013: ParaVolley Pan American Sitting Volleyball Zonal Championships (Gold); Moscow Open Cup (Gold)
- 2012: Volleyball Masters (Gold) Shanghai Exhibition Tournament; Netherlands Exhibition Tournament
- 2011: Parapan American Zonal Championships (Gold); ECVD Continental Cup (Gold)
- 2010: Parapan American Championship (Gold); World Organization for Volleyball Disabled (WOVD) World Cup (Gold)
- 2009: Parapan American Zonal Championship (Gold); Eurocup (Gold)
- 2008: WOVD Intercontinental Cup (Bronze)
- 2007: Sitting Volleyball Invitational (Silver)
- At age 21, Nichole was involved in a boating accident; as a result, her left leg below the knee was amputated and she also sustained serious damage to her left hand
- Nichole first learned about sitting volleyball in 2004, during an Amputee Coalition of America camp for disabled children

Personal: Nichole is also currently an employee with the City of Champaign. Her hobbies include going to the movies and beach, scrapbooking and bike riding.

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Tatyana McFadden
Track and Field



- 2004
- 2008
- 2012
- 2014
- 2016

Sport: Nordic Skiing; Track & Field
Classification: Nordic - LW10-12, Sitting; Track & Field - T54
Height: 5' 3"
Weight: 107
Date of Birth: 4/21/1989
Birthplace: St. Petersburg, Russian Federation
Hometown: Clarksville, Md.

Current Residence: Champaign, IL.
High School: Atholton HS (Columbia, Md.) '08
College: University of Illinois '13, Human Development and Family Studies
Coach: James Upham (Nordic skiing), Adam Bleakney (Track & Field)

Paralympic Highlights

- Five-time Paralympian (2004, 2008, 2012, 2014, 2016); 11-time Paralympic medalist (3 gold, 5, silver, 3 bronze)
- Rio 2016 Paralympic Games (TBD)
- Sochi 2014 Paralympic Winter Games, silver (1 kilometer sprint), 5th (12-kilometer sprint), 6th (4x2.5-kilometer mixed with Jake Adicoff), 7th (5-kilometer sprint)
- London 2012 Paralympic Games, gold (400-meter, 800-meter, 1500-meter), bronze (100-meter)
- Beijing 2008 Paralympic Games, silver (200-meter, 400-meter, 800-meter), bronze (4x100-meter)
- Athens 2004 Paralympic Games, silver (100-meter), bronze (200-meter)

Career Highlights - Nordic Skiing

- 2015: IPC Nordic Skiing World Championships, 6th (1-kilometer sprint), 8th (10-kilometer), 9th (5-kilometer) 2015 World Cup, Oberstdorf, 9th (12-kilometer sprint), 10th (1-kilometer), 11th (5-kilometer)
- U.S. Paralympics Nordic Skiing National Championships, 1st (1-kilometer), 3rd (5-kilometer)
- 2013 World Cup, Cable, Wis., 4th (15-kilometer), 5th (5-kilometer, 1-kilometer)
- 2013 IPC World Cup, Canmore, Canada, 7th (1-kilometer), 11th (5-kilometer)
- U.S. Paralympics Nordic Skiing National Championships, 1st (1-kilometer); Named to U.S. Paralympics Nordic Skiing National Team

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Career Highlights - Track & Field

- 2016: Boston Marathon, 1st
- 2015: IPC Marathon World Championships/London Marathon, 1st; Boston Marathon, 1st; Chicago Marathon, 1st; New York Marathon, 1st
- 2014: London Marathon, 1st; Boston Marathon, 1st; Chicago Marathon, 1st; New York City Marathon, 1st;
- 2013: London Marathon, 1st; Boston Marathon, 1st; Chicago Marathon, 1st; New York City Marathon, 1st; IPC Athletics World Championships, 1st 100m, 200m, 400m, 800m, 1500m and 5000m
- 2012 Chicago Marathon, 1st
- 2011: IPC World Championships, 1st 200m, 400m, 800m, 1500m, 3rd 100m
- 2010: New York City Marathon, 1st
- 2009: Chicago Marathon, 1st
- 2006: IPC World Championships, 1st 100m, 2nd 200m, 400m
- 2004: Athens 2004 Paralympic Games, 2nd 100m, 3rd 200m

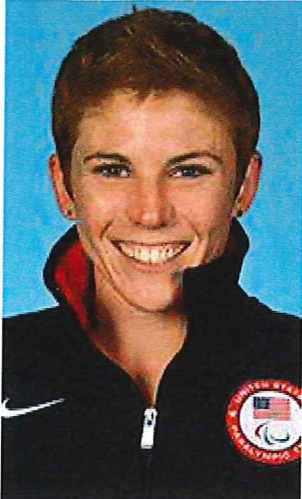
Personal

After her past year of overwhelming success in track & field, Tatyana McFadden has become a well-known athlete both within the Paralympic family and beyond. McFadden was adopted from St. Petersburg, Russia, at age six by Deborah McFadden. Born with spina bifida that left her paralyzed below the waist, McFadden walked on her hands at her orphanage and did not use a wheelchair until after her adoption. Once in her new hometown of Clarksville, Md., McFadden played many sports in her youth, including wheelchair basketball, sled hockey, swimming, gymnastics and track & field. McFadden continued her athletic success at the University of Illinois, where she joined the Fighting Illini's wheelchair basketball and wheelchair track teams.

McFadden competed in her first Paralympic Games in 2004, where she earned a silver and a bronze medal in track & field. She has competed in every summer Paralympic Games since then and is now a ten-time Paralympic medalist, including three gold. In July 2013, McFadden became the first woman to earn six titles at a single International Paralympic Committee Athletics World Championship. Additionally, she became the first athlete to win four major world marathons in a single year after taking victory in the women's wheelchair division of the 2013 London, Boston, Chicago and New York City Marathons. McFadden's sister Hannah also competed at the London 2012 Paralympic Games in the 100m, marking the first time siblings have competed together in a Paralympic Games.

With the encouragement of two-sport Paralympian Alana Nichols, McFadden was encouraged to try Nordic skiing for the first time last year. It didn't take her long to pick up the sport, as she earned a national title at her first U.S. Adaptive Nordic Skiing National Championship in January 2013. She is currently a member of the 2013-14 U.S. Paralympics Nordic Skiing National Team, having already earned five top-10 finishes in the first three world cups of her Nordic career

Amanda McGrory
Paralympics



- 2008
- 2012
- 2016

Name: Amanda McGrory

Sport: Para Track and Field

Event: 800m, 1500m, 5000m, Marathon

Current Residence: Champaign, IL.

College: University of Illinois-Champaign, '10, Psychology

Paralympic Experience:

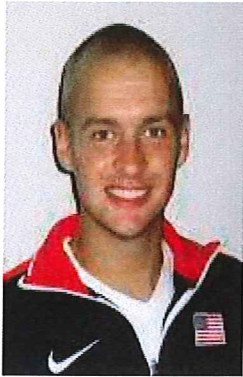
- 2016 Rio Paralympic Games (TBD)
- 2012 Paralympic Games - 4th (marathon), 7th (800m, 1500m, 5000m)
- 2008 Paralympic Games - gold (5000m), silver (marathon), bronze (800m)

Career Highlights:

- 2012: Paris Marathon, first place
- 2011: ING New York City Marathon, 1st; Virginia London Marathon, 1st (course record); Paris Marathon, 1st (course record); IPC Athletics World Championships, gold (800m, 500m), bronze (400m, marathon);
- 2010: U.S. Paralympic Track and Field Nationals, gold (800m, 500m), silver (400m); Bank of America Chicago Marathon, 1st;
- 2009: Grandma's Marathon, first place;
- 2007: Meet in the Heat, gold (5000m), silver (400m), bronze (800m); Boiling Point Wheelchair Track Classic, bronze (1500m); U.S. Paralympics Track and Field National Championship, bronze (800m);
- 2006: IPC Athletics World Championship, gold (800m), silver (400m); ING New York City Marathon, first place; Visa Paralympic World Cup;
- 2005: Junior Parapan American Games

Personal: McGrory started out playing basketball before moving to track and field... Competed in both sports at the University of Illinois, graduating in 2010 with a Bachelor's degree in Psychology. She lives in Champaign, Ill. where she continues to train and work part time.

Brian Siemann
Track and Field



- 2012
- 2016

Name: Brian Siemann

Sport: Track and Field

Classification: T53

Height: 5-2

Weight: 107

DOB: 10/7/1989

Birthplace: Brooklyn, N.Y.

Hometown: Millstone, N.J.

Current Residence: Champaign, IL

High School: Notre Dame High School (Lawrenceville, N.J.) '08

College: University of Illinois-Urbana Champaign '13, English B.A.; University of Illinois-Urbana Champaign '15, Special Education M.S.

Team/Club: University of Illinois

Coach(es): Adam Bleakney

Paralympic Experience

- Two-time Paralympian (2012, 2016)
- Rio 2016 Paralympic Games (TBD)
- London 2012 Paralympic Games, 6th (100m), 8th (800m), 25th (marathon)

World Championship Experience

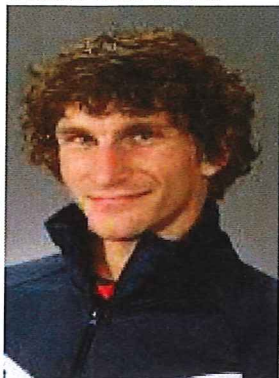
- Most recent: 2015 – 4th (400m, 800m), 11th (1500m), 20th (5000m)
- Years of Participation: 2011, 2013, 2015
- Top Finish: 4th – 2015 (400m, 800m), 2011 (4x400m relay)

Other Career Highlights

- 2016 U.S. Paralympic Team Trials – Track & Field, gold (100m, 800m); silver (400m); bronze (5000m); 4th (1500m)

Personal: Son of John and Teresa Siemann. Has an older brother, John, and is a quadruplet with three sisters Amanda, Maria, and Jessica. Paralyzed from the waist down at birth after a hospital accident. Hobbies include reading comic books, scuba diving, and cooking. Introduced to track & field his freshman year by his high school coach Joe McLaughlin. Was donated his first racing chair by McLaughlin who teamed up with other high school staff members and Project Freedom to raise funds. Works as a teaching assistant at the University of Illinois at Urbana-Champaign. Has two dogs, Gambit and Ace.

Joshua George
Track and Field



- 2004
- 2008
- 2012
- 2016

Name: Joshua George
Sport: Track and Field
Discipline(s): Track and Field
Event(s): 400m, 800, 1500, Marathon
Classification: T53
Height: 4-10
Weight: 98
DOB: 3/18/1984
Birthplace: Herndon, Va.

Hometown: Herndon, Va.
Current Residence: Champaign, IL
High School: Herndon High School (Herndon, Va.) '02
College: University of Illinois '07, News Editorial Journalism
Team/Club: University of Illinois
Coach(es): Adam Bleakney

Paralympic Experience

- Four-time Paralympian (2004, 2008, 2012, 2016); Five-time Paralympic medalist (1 gold, 1 silver, 3 bronzes)
- Rio 2016 Paralympic Games (TBD)
- London 2012 Paralympic Games, bronze (800m)
- Beijing 2008 Paralympic Games, gold (100m), silver (800m)
- Athens 2004 Paralympic Games, bronze (100m, 400m)

World Championship Experience

- Most recent: 2015 – gold (Marathon)
- Years of Participation: Track and Field – 2006, 2013; Marathon – 2015
- Medals: 6 (6 gold)
- Gold – 2015 (Marathon); 2013 (800m); 2006 (100m, 200m, 400m, 800m)

Personal: George first started racing at age seven before getting serious in the sport during his junior and senior years at Herndon High School in Virginia. He's been paralyzed from the mid-chest down since falling out of his 12th-story bedroom window when he was four years old in Washington D.C. George quickly took to sports, participating in basketball, track & field, archery, table tennis and swimming with a wheelchair sports organization for children in Baltimore, Maryland. At the University of Illinois, George focused on wheelchair racing after winning two bronze medals at the Athens 2004 Paralympic Games. Since then, George has been a double threat on the track and the roads, winning some of the world's most celebrated marathons. Son of Scott and Marjorie George, he has one younger brother, Jeremy, and one younger sister, Jennifer. He currently lives and trains in Champaign, Illinois while working for start-up company IntelliWheels Inc. Hobbies include writing, reading, ping pong, watching movies from Mel Brooks or the Coen brothers and rooting for most Washington D.C. teams, including the Redskins, Capitals and Wizards. He admires other elite athletes Tim Duncan, Roger Federer and U.S. Paralympian Krige Schabort. He has blogged for the New York Times. He enjoys literature by Ronald Dahl, David Foster Wallace and Richard Powers.

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Recommendation

The Tribute to Olympic and Paralympic Committee made up of Mark Johnson, Jean Driscoll, and Joe DeLuce reviewed the information on the above athletes and unanimously agreed that since the new inductees are no longer students at the U of I, are now considered permanent residents of Champaign County and are competing in Rio this month, they qualify to be inducted into the Tribute for Olympic and Paralympic Athletes. Staff recommends the Board approve the induction of the Paralympic Athletes Tatyana McFadden, Amanda McGrory, Brian Siemann, and Joshua George into the Olympic Tribute at Dodds Park.

One Paralympics Athlete, Nichole Millage, who is already inducted into the Olympic Tribute, did participate in the 2012 London Olympic Games in sitting volleyball. Staff will add the 2016 to her square within the Olympic Tribute as she is competing in RIO 2016.