



**CHAMPAIGN
PARK DISTRICT**

AGENDA

PUBLIC HEARING FOLLOWED BY REGULAR BOARD MEETING

BRESNAN MEETING CENTER

Wednesday, October 12, 2016

7:00 p.m.

PUBLIC HEARING

A. GENERAL OBLIGATION BONDS

The Public Hearing is to discuss and receive public comments on the intent to issue \$1,100,400 in General Obligation Bonds. A Notice of Public Hearing was published in *The News-Gazette* on October 3, 2016.

B. PUBLIC COMMENTS

C. CLOSE THE PUBLIC HEARING

**REGULAR BOARD MEETING
Immediately Following Public Hearing**

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC

C. COMMUNICATIONS

D. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of September 2016

E. EXECUTIVE DIRECTOR'S REPORT

1. Volunteer of the Month
2. General Announcements

F. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

G. REPORT OF OFFICERS

1. Attorney's Report

a. Ordinance No. 612

Annexing Territory Pursuant to Petition (3802 West Curtis Road, 3401 South Staley Road and 3102 South Staley Road)

2. President's Report

H. 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 Regular Board Meeting, September 14, 2016
2. Approval of Minutes of the Executive Session, September 14, 2016
3. Administrative Succession Procedure
4. Auditing Services Policy
5. Bonded Indebtedness Policy
6. Capital Improvements Plan
7. Compensation of Officers and Employees Policy
8. Comprehensive Revenue Policy
9. Designation of Depositories
10. Executive Director and Park Board of Commissioners Relationship Policy
11. Investment Policy
12. Primary Functions of Board Policy

I. NEW BUSINESS

1. Approval of Disbursements as of September 14, 2016
Staff requests approval of the list of disbursements for the period beginning September 15, 2016 and ending October 11, 2016.
2. Approval to Solicit Bids for Issuance of General Obligation Bonds
Staff is requesting confirmation authorizing the Treasurer to solicit bids for the issuance of \$1,100,400 in General Obligation Bonds for the purpose of providing funds to pay for the building, maintaining, improving and protecting the parks and boulevards of the Park District and for the payment of expenses incident thereto, as provided in a resolution adopted by the Board at its Regular Meeting held September 14, 2016.
3. Approval of an Agreement with I.A.T.S.E. Local 482
Staff recommends approval of the agreement between the Park District and Local #482 of the International Alliance of Theatrical State Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada for a three year term.
4. Approval of an Agreement with Champaign Unit 4 School District for use of various facilities during time of crisis
Staff recommends approval of an agreement with Champaign Unit #4 School District to provide access to certain facilities during times of crisis and authorize the Executive Director to execute the agreement for a three year term.
5. Approval and ratification of Participation in and Support of Headwaters Invasive Plant Partnership's proposal for a Natural Resources Conservation Service Regional Conservation Partnership Grant
Staff recommends Board ratification and approval of the Park District's participation in and support of HIPP's proposal for a Natural Resources Conservation Service Regional Conservation Partnership Program grant by contributing an in-kind partner contribution in the amount of \$110,732 through ongoing volunteer activities at Park District natural area sites over the five years of the project.

6. Approval and Ratification of participation in and support of Headwaters Invasive Plant Partnership's proposal for a National Fish and Wildlife Foundation Pulling Together Initiative Grant
Staff recommends Board ratification and approval of the Park District's ongoing participation in HIPP's pursuit of a National Fish and Wildlife Foundation Pulling Together Initiative grant by contributing an in-kind partner contribution in the amount of \$44,292.80 through ongoing volunteer activities at Park District natural area sites over the two years of the project.

J. OLD BUSINESS

K. DISCUSSION ITEMS

1. Fiscal Year 2018 Budget Process
2. Hessel Park Restroom and Splash Pad Redesign
3. Design Development of Shop and Yard Expansion
4. Community Survey on Spalding Park Development

L. COMMENTS FROM COMMISSIONERS

M. ADJOURN

ORDINANCE NO. 612
AN ORDINANCE ANNEXING TERRITORY
TO CHAMPAIGN PARK DISTRICT

WHEREAS, Champaign Park District is a General Park District organized and existing under the provisions of the Park District Code approved May 17, 1951, as amended, and

WHEREAS, Section 3-10 of the Park District Code provides:

"Whenever a Park District operating within territory predominantly in a city or village or two or more cities or villages would become coterminous or nearly coterminous with such city or village or two or more cities or villages upon the annexation of the additional territory within such municipalities but not incorporated within such a Park District, such Park District may annex such additional territory by the passage of an ordinance to that effect."

and

WHEREAS, Champaign Park District is presently operating within a territory predominantly within the corporate limits of the City of Champaign, Illinois; and

WHEREAS, the tracts of land hereinafter described are located within the corporate boundaries of the City of Champaign, Illinois, but are not presently incorporated within the present corporate boundaries of Champaign Park District or any other park district; and

WHEREAS, upon the annexation of said tracts of land hereinafter described by Champaign Park District, the boundaries of the City of Champaign, Illinois and of Champaign Park District will become coterminous or nearly coterminous;

NOW, THEREFORE,

BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF CHAMPAIGN
PARK DISTRICT:

Section 1. The following described tracts of land be and the same are hereby annexed to Champaign Park District, effective as of the date of passage of this ordinance, and said tracts shall henceforth become and be a part of Champaign Park District the same as though originally included in said district.

Section 2. The territories hereby annexed are described as follows:

TERRITORY PURSUANT TO PETITION
(3802 West Curtis Road, 3401 South Staley Road and
3102 South Staley Road, Champaign, Illinois)
Council Bill. No. 2016-071

Part of the Southwest 1/4 Section 28, T. 19N., R.8E of the 3rd P.M., Champaign County, Illinois, more particularly described as follows:

Commencing at the Southwest corner of Section 28, T. 19N., R.8E. of the 3rd Principal Meridian; thence S. 89° 20' 19" E., along the south line of said Section 28, 99.72 feet; thence N. 00° 39' 41" E., 138.63 feet to the true point of beginning, said point being at the intersection of the North right-of-way line of Curtis Road and the East right-of-way line of Staley Road; thence N. 14° 50' 27" W. (recorded as N. 14° 50' 21" W.), along the East right-of-way line of Staley Road, 130.24 feet (recorded as 130.23 feet); thence N. 02° 34' 06" W. (recorded as N. 02° 33' 52" W.), along said East right-of-way line, 603.49 feet to a point on said East right-of-way line, said point being a normal distance of 50 feet East of the West line of the SW ¼ of said Section 28; thence continuing N 02° 34' 06" W., along said East right-of-way line, 147.37 feet; thence S. 89° 23' 43" W. (recorded as S. 89° 23' 46" W.), 45.00 feet to the West line of said Section 28; thence N. 00° 36' 17" W., along said West line of Section 28, 1,645.75 feet to the Northwest corner of the SW ¼ of said Section 28; thence S. 89° 18' 13" E., along the North line of said SW ¼, 1,323.28 feet to the Northeast corner of the NW ¼ SW ¼ of said Section 28; thence S. 00° 33' 54" E., along the East line of said NW ¼ SW ¼ Section 28, 1,329.01 feet to the Southeast corner of the NW ¼ SW ¼ of said Section 28; thence S. 89° 19' 21" E., along the North line of the SE ¼ SW ¼ of said Section 28, 1,098.37 feet to a point on the westerly right-of-way line of f.a.i Rte. 57; thence S. 27° 57' 04" W., along said westerly right-of-way line, 58.94 feet; thence S. 00° 29' 47" E., along said westerly right-of-way line, 400.00 feet; thence S. 47° 13' 47" W., along said westerly right-of-way line, 445.98 feet; thence S. 19° 12' 02" W., along said westerly right-of-way line, 312.51 feet; thence S. 45° 31' 19" W., 70.71 feet to a point on the aforesaid North right-of-way line of Curtis Road; thence S. 84° 48' 41" W., along said North right-of-way, 402.00 feet; thence S. 88° 53' 07" W. (recorded as S. 88° 53' 03" W.), along said North right-of-way line, 1,400.35 feet to the Point of Beginning, containing 97.939 acres, more or less, all situated in Champaign County, Illinois.

(PINS #03-20-28-300-001; 03-20-28-300-006; and 03-20-28-300-008)

Commonly known as: 3802 West Curtis Road, 3401 South Staley Road and 3102 South Staley Road, Champaign, Illinois

Together with any and all adjacent streets, highways, or parts thereof not now within the corporate limits of Champaign Park District, to the far side of said streets, highways or parts thereof.

Section 3. The Secretary of this Board is hereby authorized and directed to file a certified copy of this ordinance together with an accurate map of the territories hereby annexed, in the offices of the County Clerk and the Recorder of Deeds of Champaign County, Illinois.

Section 4. This ordinance shall be in full force from and after its passage and approval as required by law.

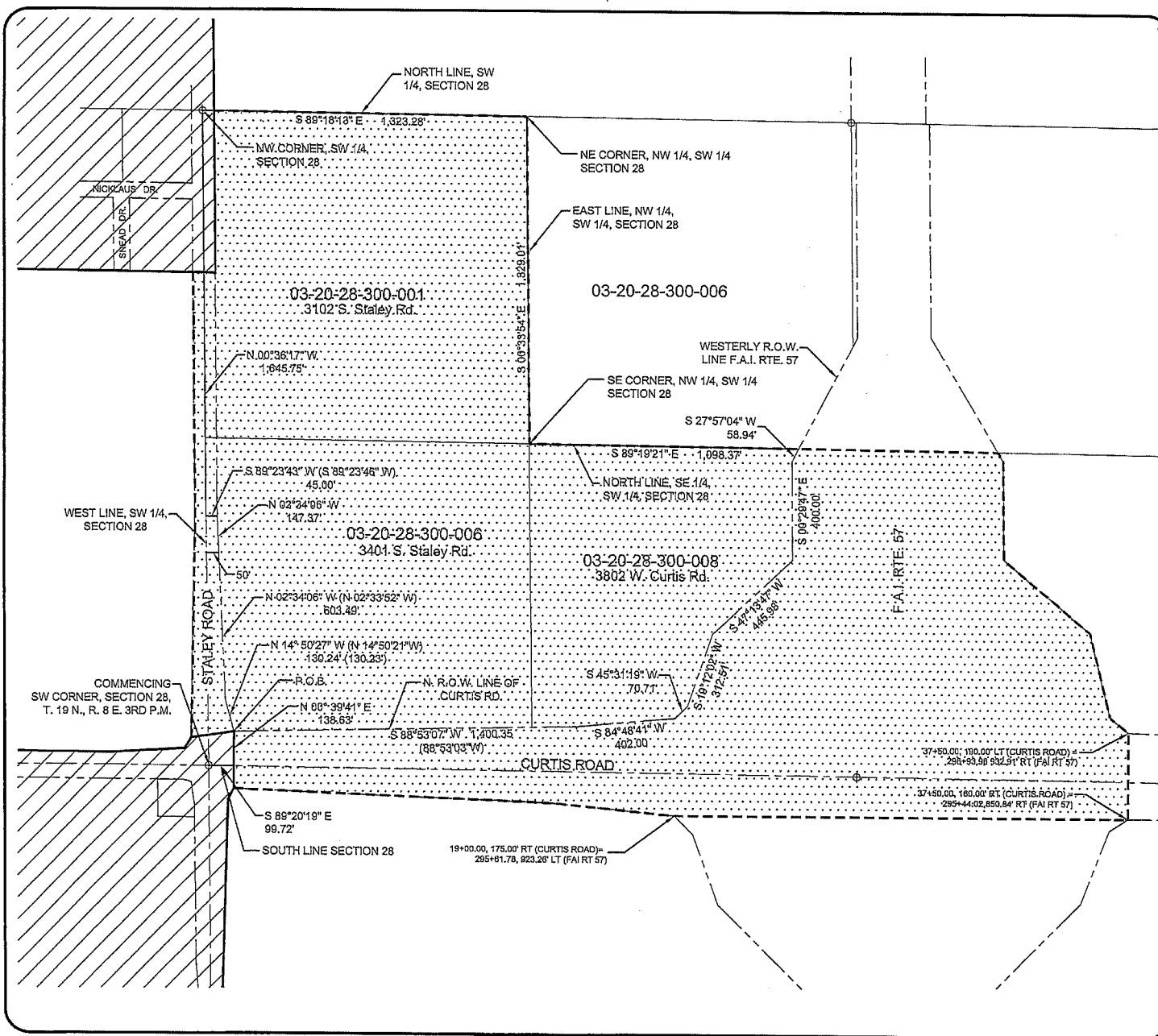
PASSED this 12th day of October 2016.

APPROVED this 12th day of October 2016.

Timothy P. McMahon, President


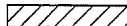

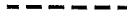

ATTEST:

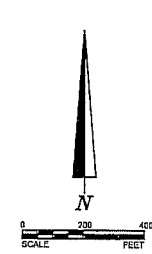
Cindy Harvey, Secretary

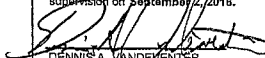


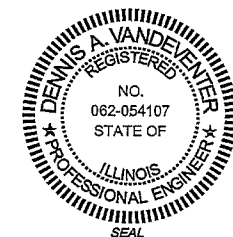
ANNEXATION PLAT OF
3802 West Curtis Road,
3401 South Staley Road,
3102 South Staley Road,
Champaign, Illinois

City of Champaign
 Champaign County, Illinois
 Council Bill No.: 2016-171
 Date Passed: August 16, 2016

- LEGEND:**
-  ANNEXATION AREA
 -  AREA INSIDE CITY LIMITS
 -  EXISTING CITY LIMITS LINE
 -  ANNEXATION LIMITS
 -  RIGHT-OF-WAY LINE



STATE OF ILLINOIS) S.S.
 COUNTY OF CHAMPAIGN)
 I, DENNIS A. VANDEVENTER, a
 duly registered Engineer in the State
 of Illinois do hereby certify that this
 plat was prepared under my
 supervision on September 2, 2016.

 DENNIS A. VANDEVENTER
 Assistant City Engineer
 Registered Professional Engineer
 No. 062-054107
 Expiration Date: 11-30-2017.



LEGAL DESCRIPTION

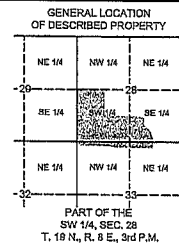
PART OF THE SOUTHWEST 1/4 SECTION 28, T. 19N., R.8E OF THE 3RD P.M., CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 28, T. 19N., R.8E. OF THE 3RD PRINCIPAL MERIDIAN; THENCE S. 89° 20' 19" E., ALONG THE SOUTH LINE OF SAID SECTION 28, 99.72 FEET; THENCE N. 00° 39' 41" E., 138.63 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CURTIS ROAD AND THE EAST RIGHT-OF-WAY LINE OF STALEY ROAD; THENCE N. 14° 50' 27" W. (RECORDED AS N. 14° 50' 21" W.), ALONG THE EAST RIGHT-OF-WAY LINE OF STALEY ROAD, 130.24 FEET (RECORDED AS 130.23 FEET); THENCE N. 02° 34' 06" W. (RECORDED AS N. 02° 33' 52" W.), ALONG SAID EAST RIGHT-OF-WAY LINE, 603.49 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE, SAID POINT BEING A NORMAL DISTANCE OF 50 FEET EAST OF THE WEST LINE OF THE SW 1/4 OF SAID SECTION 28; THENCE CONTINUING N 02° 34' 06" W., ALONG SAID EAST RIGHT-OF-WAY LINE, 147.37 FEET; THENCE S. 89° 23' 43" W. (RECORDED AS S. 89° 23' 46" W.), 45.00 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE N. 00° 36' 17" W., ALONG SAID WEST LINE OF SECTION 28, 1,645.75 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF SAID SECTION 28; THENCE S. 89° 18' 13" E., ALONG THE NORTH LINE OF SAID SW 1/4, 1,323.28 FEET TO THE NORTHEAST CORNER OF THE NW 1/4 SW 1/4 OF SAID SECTION 28; THENCE S.00° 33' 54" E., ALONG THE EAST LINE OF SAID NW 1/4 SW 1/4 SECTION 28, 1,329.01 FEET TO THE SOUTHEAST CORNER OF THE NW 1/4 SW 1/4 OF SAID SECTION 28; THENCE S. 89° 19' 21" E., ALONG THE NORTH LINE OF THE SE 1/4 SW 1/4 OF SAID SECTION 28, 1,098.37 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF F.A.I RTE. 57; THENCE S. 27° 57' 04" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 58.94 FEET; THENCE S. 00° 29' 47" E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 400.00 FEET; THENCE S. 47° 13' 47" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 445.98 FEET; THENCE S. 19° 12' 02" W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 312.51 FEET; THENCE S. 45° 31' 19" W. , 70.71 FEET TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF CURTIS ROAD; THENCE S. 84° 48' 41" W., ALONG SAID NORTH RIGHT-OF-WAY, 402.00 FEET; THENCE S. 88° 53' 07" W. (RECORDED AS S. 88° 53' 03" W.), ALONG SAID NORTH RIGHT-OF-WAY LINE, 1,400.35 FEET TO THE POINT OF BEGINNING, CONTAINING 97.939 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

PIN: 03-20-28-300-008 STREET ADDRESS: 3802 West Curtis Road Champaign, IL
 PIN: 03-20-28-300-006 STREET ADDRESS: 3401 South Staley Road Champaign, IL
 PIN: 03-20-28-300-001 STREET ADDRESS: 3102 South Staley Road Champaign, IL

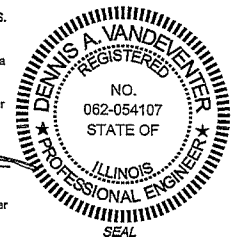
ANNEXATION PLAT OF
**3802 West Curtis Road,
 3401 South Staley Road,
 3102 South Staley Road,
 Champaign, Illinois**
 City of Champaign
 Champaign County, Illinois
 Council Bill No.: 2016-171
 Date Passed: August 16, 2016

ANNEXED AREA.....	97.939
RIGHT-OF-WAY	62.525
RIGHT-OF-WAY	0.681
<small>(PREVIOUSLY ANNEXED TO THE CITY BY CB 2007-242</small>	
TOTAL ACREAGE.....	159.783



STATE OF ILLINOIS) S.S.
 COUNTY OF CHAMPAIGN)
 I, DENNIS A. VANDEVENTER, a
 duly registered Engineer in the
 State of Illinois do hereby certify
 that this plat was prepared under
 my supervision on 8-2-2016

Dennis A. Vandeventer
 DENNIS A. VANDEVENTER
 Assistant City Engineer
 Registered Professional Engineer
 No. 062-054107
 Expiration Date: 11-30-2017.



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

September 14, 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. Vice President Hays presided over the meeting.

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

Absent: President Timothy P. McMahon.

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.

Call to Order

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

Comments from the Public

Mary Jo Divilbiss, 1912 Robert Drive, Champaign, addressed the Board, on behalf of Theresa Truelove, about the need for an indoor pool, preferably in Spalding Park.

Presentations

Employee Engagement Survey

Mr. DeLuce reported that the Board directed staff to conduct an employee survey to gather feedback from employees about employment with the Park District. He introduced Cindy Breitweiser of Spark Consultant who was contracted to conduct an employee feedback survey. Ms. Breitweiser worked with the Park District to put together the marketing plan for the Leonhard Recreation Center.

Ms. Breitweiser thanked Mr. DeLuce, Ms. Hoggatt and the Board for conducting the survey. She commented that it shows the dedication and commitment to the employees. Ms. Breitweiser presented a summary review of the employee feedback survey. She reported that 52 out of 77 employees participated in the survey, which is a 68% participation rate. The different areas focused on included questions about career development; work engagement; compensation; relationship management; benefits; and work environment. She discussed the results and recommendations of each of the areas. Ms. Breitweiser reviewed a proposed action plan that includes addressing individual employee action plans for all employees; salary survey; employee recognition; cross departmental opportunities; and work order review process. She reported that the overall feedback is that employees are engaged and satisfied with working at the Park District.

Mr. DeLuce reported that committees comprised of all full time employees have been created to work on action items from the employee survey. He also reported that he is having individual meetings with groups of employees to solicit feedback.

Ms. Breitweiser thanked Mr. DeLuce, Ms. Hogatt and their team for the opportunity to conduct the survey. The Board thanked Ms. Breitweiser for her presentation.

Communications

Vice President Hays circulated the communications.

Treasurer's Report

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

Executive Director's Report

General Announcements

Mr. DeLuce talked about a visioning session he attended on a possible new museum in Champaign. A Park District planning schedule was distributed and Mr. DeLuce asked the Board to let staff know of any changes or comments. Mr. DeLuce reported that upcoming events include Flannel Fest on September 24, 2016 in Centennial Park and the 25th Anniversary Celebration and induction of Paralympic Athletes on October 1, 2016 at the Olympic Tribute in Dodds Park.

Volunteer of the Month

Mr. Jones reported that the Volunteers of the Month for August are Developmental Services Center (DSC) workers. The workers were chosen for their efforts in cleaning in various parks. The workers were unable to attend the meeting.

Committee and Liaison Reports

Champaign Parks Foundation

Vice President Hays reported that the Foundation met on September 12, 2016 and is working diligently on holding an annual fundraising event in April 2017. He noted that the contract has been executed between Jimmy John's and the Foundation for the \$25,000 per year donation five years. Park District staff and the donor's marketing staff are finalizing the press release and marketing material announcing the donation. Ms. Auteberry is coordinating the announcement for the Foundation.

Report of Officers

Attorney's Report

None.

President's Report

None.

Consent Agenda

Vice President Hays 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, 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

Commissioner Griggs made a motion to approve the consent agenda with the grammatical and minor corrections to the three sets of minutes as suggested by Commissioners Kuhl and Solon. The motion was seconded by Commissioner Solon. The motion passed 4-0.

New Business

Approval of Disbursements as of August 10, 2016

Vice President Hays reported that staff recommends approval of the list of disbursements for the period beginning August 10, 2016 and ending September 13, 2016.

Commissioner Kuhl made a motion to approve the list of disbursements for the period beginning August 10, 2016 and ending September 13, 2016 as presented. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Approval of a Resolution Initiating the 2016 General Obligation Bond Issue

Vice President Hays reported that 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.

Commissioner Solon made a motion to approve a resolution stating the Park District's need and intent to issue \$1,100,400 of General Obligation Bonds for FY16-17. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Approval of a Resolution Setting a Public Hearing on Proposed Bond Issue

Vice President Hays reported that 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.

Commissioner Solon made a motion to 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 bonds for the purpose of providing funds for capital improvements. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

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

Vice President Hays reported that staff recommends approval of a contract between SmithGroupJJR and the Park District for design and construction for Heritage Park Phase I.

Commissioner Kuhl made a motion to approve a contract between SmithGroupJJR and the Park District for design and construction for Heritage Park Phase I. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Approval Authorizing Staff to Negotiate a Contract with an Architectural Firm for the Operations Facility

Mr. DeLuce presented the report. He reported that the project team met and discussed the architectural firms and their presentations. The project team unanimously ranked 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 the 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 was very effective and easy to work with on the Leonhard Recreation project. Mr. DeLuce reported that staff recommends 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.

Commissioner Griggs made a motion to proceed with negotiating a contract with an architectural firm for development of a plan for the operations facility as requested above. The motion was seconded by Commissioner Kuhl. The motion passed 4-0.

Approval of Bid to Purchase Turf Aerator

Vice President Hays reported that 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

Commissioner Griggs made a motion to approve the bid to purchase a turf aerator to the lowest responsible bidder, MTI Distributing, at the bid price of \$24,334.48. The motion was seconded by Commissioner Solon. The motion passed 4-0.

Approval of Hays Recreation Center Roof Replacement Bid

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

Commissioner Kuhl made a motion to 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., in the amount of \$48,300. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Approval of Bid for Douglass Community Center Boiler

Vice President Hays reported that 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. Discussion ensued.

Commissioner Kuhl made a motion to accept the bid for the Douglass Community Center boiler to the lowest responsible bidder that meets all 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. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Approval of Bid for Beardsley Park Playground Equipment

Mr. Crump presented the report and responded to questions. He reported that 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. Discussion ensued about the playground amenities, installation and storage of equipment.

Commissioner Solon made a motion to approve 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. The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Approval of Ordinance No. 611: An Ordinance Providing for Disposal of Personal Property

Mr. DeLuce presented the staff report. He reported that 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." Discussion ensued about the equipment for disposal and the method that will be used to dispose of the equipment.

Commissioner Solon made a motion to adopt 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." The motion was seconded by Commissioner Griggs. The motion passed 4-0.

Approval of the Induction of Paralympic Athletes into the Olympic Tribute

Mr. DeLuce presented the report and responded to questions. He reported that staff recommends the Board approve the induction of Paralympic and Olympic 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 recognition. Ms. Millage has already been inducted into the Olympic Tribute and competed in the Rio Paralympics in 2016. Discussion ensued about residency status and requirements.

Commissioner Kuhl made a motion to approve the induction of Paralympic and Olympic 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 recognition. The motion was seconded by Commissioner Solon. The motion passed 4-0.

Old Business

None.

Discussion Items

None.

Comments from Commissioners

Commissioner Kuhl stated that she was very proud of the results of the employee survey. She thinks any of the areas that were of the least bit concerning fairly routine areas that will always exist. Commissioner Kuhl commended the management team for having the survey completed and for the outstanding results.

Commissioner Solon echoed Commissioner Kuhl's comments about the survey. She is excited about the Virginia Theatre and complimented the staff on the various performers it continues to attract, which appear to be doing well. Commissioner Solon reported that Park District staff did a fabulous job at the dedication of the plaque at the Rotarian Meditation Garden in Mattis Park.

Executive Session

Commissioner Solon moved as set forth below to convene into Executive Session. The motion was seconded by Commissioner Kuhl. The motion passed 4-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Griggs – yes; Vice President Hays – 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; (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.

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 business to come before the Board, Commissioner Kuhl made a motion to adjourn the meeting. The motion was seconded by Commissioner Griggs. The motion passed 4-0 and the meeting was adjourned at 8:05 p.m.

Timothy P. McMahon, President

Cindy Harvey, Secretary

CHAMPAIGN PARK DISTRICT

Administrative Succession Procedure

In the absence of the Executive Director, this procedure provides for the orderly appointment of an authorized replacement to act on his/her behalf. In the absence of the Executive Director for a period longer than one working day, he/she shall designate a Department Director as Acting Executive Director to carry on his/her administrative and executive responsibilities in order to ensure continuity in the management of Park District affairs. The Executive Director shall provide the Park District Board of Commissioners (Board) and executive staff with notice of the dates when such absence will commence and when he/she shall return. Assumption of duties by the designated Acting Executive Director will occur on the dates of absence and continue until the start of business on the day the Executive Director returns. The Acting Executive Director shall have all the responsibilities and follow all the policies and procedures of the Park District. In the event the Executive Director is incapacitated or otherwise unable to perform his/her duties, the Board shall appoint an Acting Executive Director to serve until such time as the Executive Director can resume his/her duties or a successor is appointed, as the case may be.

Similarly, each Department Director will be responsible for the development and implementation of a temporary succession plan for their respective department operations. In all cases when the Department Director is absent from work for more than one day, an Acting Department Director will be designated to ensure that the day to day management of that department continues in an uninterrupted manner.

Approved by Board of Commissioners September 14, 2005
Revised by Board of Commissioners July 13, 2011
Revised by Board of Commissioners October 12, 2016

Timothy P. McMahon, President

Joseph C. DeLuce, Executive Director

CHAMPAIGN PARK DISTRICT

Auditing Services Policy

In accordance with the *Government Account Audit Act (50 ILCS 310/0.01, et seq.)*, the Park District Board of Commissioners (Board) shall select a licensed public accounting firm to perform the annual audit. It is required that the auditors conform to Accounting Principles Generally Accepted in the United States of America (GAAP), and *Government Auditing Standards issued by the U.S. Government Accountability Office*. The Park District shall issue a Request for Proposal for such services at least every three (3) years. The Park District is not required to change auditors at the end of an audit contract. The audit procurement process should be structured so that the principal factor in the selection of an independent auditor is the auditor's ability to perform a quality audit in a timely manner. In no event shall price serve as the sole criterion for the selection of an independent auditor.

Approved by Board of Commissioners March 14, 2012
Revised by Board of Commissioners October 12, 2016

Timothy P. McMahon, President

Joseph C. DeLuce, Executive Director

CHAMPAIGN PARK DISTRICT

Bonded Indebtedness Policy

The Park District issues bonded indebtedness as a source of financial means for the payment of expenses incurred in connection with the acquisition and improvement of long-term assets. The Park District's primary objectives in debt management are to maintain the level of indebtedness within available resources and within the total debt and payment limits established by state law, including tax caps.

Approved by Board of Park Commissioners	November 9, 2005
Revised by Board of Commissioners	October 12, 2011
Revised by Board of Commissioners	October 12, 2016

Timothy P. McMahon, President

Joseph C. DeLuce, Executive Director

CHAMPAIGN PARK DISTRICT

Capital Improvements Plan Policy

The Park District Board of Commissioners (Board) shall maintain, review and annually update the current year together with the 5-year Capital Improvements Plan. Applicable projects must have a monetary value of at least \$5,000 and a useful life in excess of one year. Such improvements shall include without limitation, structural changes and construction, as well as repairs, restoration, replacement of buildings, vehicles and equipment. The Board shall evaluate the use of grants for such projects with the assistance of staff.

Approved by Board of Commissioners	September 23, 1999
Revised by Board of Commissioners	November 9, 2005
Revised by Board of Commissioners	October 12, 2011
Revised by Board of Commissioners	October 12, 2016

Timothy P. McMahon, President

Joseph C. DeLuce, Executive Director

CHAMPAIGN PARK DISTRICT

Compensation of Officers and Employees Policy

The purpose of this policy is for the Park District Board of Commissioners (Board) and Executive Director to document criteria relating to compensation of employees and other officers. All Board members serve without compensation, although they may be reimbursed for authorized expenses.

Officers

The Board shall annually appoint a Treasurer, a Secretary, and an Assistant Secretary to the Board. Those officers shall serve at the pleasure of the Board. The Secretary, Assistant Secretary and Treasurer positions may be held with or without minimal compensation as determined by the Board. Such officers may be reimbursed for authorized expenses.

Attorney

The Board, upon a majority vote, may employ and fix the compensation of the Park District attorney who shall undertake prescribed duties and other legal matters as may be deemed necessary. The Park District attorney shall attend regular monthly Park Board meetings and special meetings, when requested to do so, and shall have charge of legal matters and of the prosecution and defense of all litigation in which the Park District is interested, as determined by the Board.

The Park District attorney shall review and recommend approval of all ordinances, resolutions and other instruments required by the Board; perform any work incident to bond issues; negotiate and prepare documents in connection with the purchase, sale, lease or other disposition of Park District property; and provide opinions on all questions referred by the Board, an officer, or the Executive Director under the direction of the Board.

Executive Director

The Executive Director is appointed by the Board. The Board determines the Executive Director's compensation and benefits. Annual adjustments may be given at the beginning of each fiscal year in accordance with the policies set forth in the personnel manual.

Employees

The Board determines the starting compensation range for all positions pursuant to criteria recommended by the Executive Director. Any decision to compensate a new employee above the starting compensation range must have the prior approval of the Executive Director.

The Board may approve an annual dollar amount for merit pool compensation as recommended by the Executive Director in connection with the annual budget process, when funds are available as determined by the Board. The compensation program shall be in accordance with the Personnel Manual and applicable law.

The Executive Director may approve other salary adjustments, provided that the adjustments are within the overall budget and compensation ranges approved by the Board for employee compensation.

Approved by Board of Commissioners April 14, 1999
Revised by Board of Commissioners September 14, 2005
Revised by Board of Commissioners September 12, 2007

Revised by Board of Commissioners October 12, 2011
Revised by Board of Commissioners October 12, 2016

Timothy P. McMahon, President

Joseph C. DeLuce, Executive Director

CHAMPAIGN PARK DISTRICT

Comprehensive Revenue Policy

Philosophy of Policy

The mission of the Park District is to enhance the community's quality of life through positive experiences in parks, recreation and cultural arts. The Park District strives to provide recreation programs and services based on the interests and needs of residents, as interpreted by the staff and the Park District Board of Commissioners (Board). Other program criteria will include the availability of finances, facilities, and staffing; the nature of the activity; whether the program is in the best interest of the participants; and whether it promotes the goals and philosophies of the Park District.

Purpose of the Revenue Policy

The purpose of this policy is to address the Park District's needs as follows:

1. Create Self-Sustaining Services – Creating recreation services that are self-sustaining and will redirect tax revenues toward the administrative, capital, and operational needs of the Park District, as well as the provision of special community-wide events and programs.
2. Generate Greater Interest in Programs – People tend to show greater interest and appreciation for programs when they share the cost of their recreational pursuits. Paying for the program yields a higher perceived value.
3. Assist with Discipline – Charging fees can assist in reducing the problems of discipline. For instance, fees can be assessed to discourage teams from skipping scheduled games.
4. Relieve the Burden on Taxpayers – Taxpayers should not be asked to meet the entire cost of providing programs and facilities which involve considerable expense and serve a limited group of people with particular interests.
5. Improve Service and Quality – A fee often improves the quality of a program by funding more qualified instructors or better equipment.
6. Provide Reasonable, Consistent Fees – Fees shall be reasonable, consistent, and based on a variety of factors.

Fees are not designed to exclude participation, but shall be reasonably and competitively priced to cover the direct costs of the program. Any revenue a program generates in excess of the direct costs will be retained by the Park District to aid in financing new equipment, scholarships, or offset the costs of programs that were less financially successful.

The Park District provides programs and sets fees in order to:

1. Make all programs and activities available to all residents regardless of race, sex, religion, gender identity, national origin, ethnicity, sexual orientation, age, disability, marital status, or socioeconomic status.
2. Provide trained instructors to enhance programs.
3. Provide safe equipment and clean facility space for participants.
4. Encourage participants to share in the planning and evaluation of programs, and provide a method for residents to submit suggestions regarding new program ideas.
5. Work cooperatively with other public and private agencies, clubs, and organizations to coordinate programs in the spirit of community cooperation.
6. Provide ongoing evaluation of programs and facilities by professional staff members.
7. Assess changing conditions, interests and needs of people by following program trends, societal trends, and making changes accordingly.
8. Provide programs for individuals with varying levels of skill and ability.
9. Encourage formal and informal activities for individuals as well as group or team programs.
10. Promote skills and activities which individuals can continue independently.

11. Provide a reasonable balance between the number of indoor and outdoor activities.
12. Afford opportunities for non-competitive as well as competitive activities.
13. Design programs to be accessible and of benefit to persons with disabilities, as well as provide flexibility in structuring activities so that accommodations may be made, when necessary.

Fees and Charges Guidelines

Fees and charges for all programs will be approved by the Board. When program budgets are prepared, the following guidelines will be utilized in calculating various fees and charges.

All recreation programs and services will be developed with a goal of achieving reasonable recoupment of direct and indirect costs.

1. Youth Programs (17 & under) – Fees for youth should be set on a minimum cost basis unless that service is of such significance that other agencies also offer comparable services to meet the needs of residents. (i.e., day camps, day care)
2. Adult Programs (18 & over) – Fees for adult programs shall be set to cover all expenses with minimum enrollment established for each program.
3. Senior Programs (62 & over) – Fees for seniors may be discounted.
4. Special Events (all ages) – There may be subsidized special event. The type of event and the number of residents participating should determine the amount of the subsidy.
5. Contractual Programs – A contractual program is regarded as any program for which the Park District outsources individuals and agencies to provide programs on a contract basis.
6. Rentals – Rental fees shall be set on a revenue-generating basis.
7. CUSR will account for one (1) staff person for every four (4) participants, and its budget will subsidize the additional staff necessary for programs.
8. CUSR programs identified as "trip" will be budgeted to break even financially to the extent reasonable.

Sources of Cost

When assessing fees, the Park District seeks to reasonably recoup direct and indirect costs of its programs. To provide unique opportunities to all residents, the Park District seeks additional funding from a variety of sources. Proceeds from the Taste of C-U, general donations on registration forms, and a \$1.00 service fee for all programs are designed to generate funds for the scholarship program. The Park District also seeks sponsorships and grants to offset the cost of programs, facilities, and special events.

Direct Costs

Direct costs are costs that are integrally linked to a particular program. For example, direct costs are the total wages of those positions tied to a program and the supplies necessary for the program. Examples of direct wage costs include, instructors, scorekeepers, site supervisors, pool staff, day camp staff and bus drivers, but not full-time managers or coordinators. Examples of direct contractual service costs include, bulk mailings, and entertainment, equipment, and field trip expenses. Supplies include items such as, uniforms or program supplies.

Indirect Costs

Indirect costs are generally costs spread across many programs or funds. Full-time wages, benefits, general advertising and *Funformation* costs, capital purchases, office, first aid, and safety supplies are costs that cannot be linked to any one program.

Operating Costs

Operating costs are costs associated with running and managing a facility. Some examples of operating costs are: heating and cooling costs, water, electricity, building administration, cleaning supplies, and personnel linked to the building's daily operations. These costs do not include major renovations, repairs, or large capital items.

The Park District has moved to a program budget strategy which includes many direct and indirect costs in each program budget, and therefore, the reason exists to reasonably recoup direct and indirect costs for each program.

Scholarships

The Park District and the Champaign Parks Foundation may provide funds to Park District resident participants to support access to programs despite their inability to pay program fees. The Park District uses some surplus revenues from the Taste of C-U to support a youth scholarship fund, which is available to disadvantaged individuals to cover some or all of the costs associated with a program. The Park District also receives donations from local groups and agencies (one dollar from each program registration), and the program registration form includes an opportunity for donations to the scholarship program. Scholarship applicants cannot be guaranteed fund availability, program registration, or choice of program location, but applications received early in each program semester are given favorable consideration. Scholarships are not available to non-residents of Champaign.

New Programs

Staff will seek to create quality programs and events for all residents that meet the guidelines for fees and charges in the Park District Revenue Policy. Once a program has concluded, a complete evaluation of the program will be undertaken and a recommendation will be submitted about whether to continue or terminate a program.

Existing Programs

All existing programs and events should be evaluated after each session concludes in order to assess it according to the following standards: financial benefit, participative success, safety, participant satisfaction, attendance goals, facility and equipment usage, as well as determine any benefits to the community. If a program has not met the above standards, minimum class size or is not breaking even financially, as indicated, the Program Coordinator together with the Program Manager shall evaluate the program, afford the program one additional opportunity to succeed, or terminate the program.

The Director of Recreation and Program Managers shall review the program summaries after each session is concluded to determine whether each program meets the minimum participant and budget standards pursuant to this policy. Coordinators will be asked to describe or provide support for any programs not otherwise meeting the minimum guidelines.

Adopted by Board of Commissioners,	August 11, 1999
Revised by Board of Commissioners,	October 12, 2005
Revised by Board of Commissioners,	June 8, 2011
Revised by Board of Commissioners	October 12, 2016

Timothy McMahon, President

Joseph DeLuce, Executive Director

CHAMPAIGN PARK DISTRICT

Designation of Depositories Policy

It shall be the duty of the Park District Board of Commissioners (Board) to approve the financial institutions which qualify as depositories for Park District funds. The Board may determine that such depositories and banking services should be changed at any time. Financial institutions shall not be qualified to receive Park District funds unless they comply with the Public Funds Investment Act, (30 ILCS 235/1 et. seq.) as further delineated in the Park District's Investment Policy.

The Director of Finance and/or Treasurer shall conduct an annual review of depository institutions and make recommendations to the Board. The Park District's intent is to maintain all relationships in accordance with law and the regulations of the Federal Deposit Insurance Corporation (FDIC). The Board has the sole discretion to disapprove of any financial institution and remove Park District's funds at any time.

Approved by Board of Commissioners	November 9, 2005
Revised by Board of Commissioners	October 12, 2011
Revised by Board of Commissioners	October 12, 2016

Timothy P. McMahon, President

Joseph C. DeLuce, Executive Director

CHAMPAIGN PARK DISTRICT

Executive Director and Park Board of Commissioners Relationship Policy

The Park Board of Commissioners (Commissioners) recognizes and respects the delegation of authority and responsibility granted to the Executive Director to carry out its policies and directions. Commissioners shall consult directly with the Executive Director regarding the affairs of the Park District. Suggestions for new policies shall be referred to the Executive Director for study, evaluation and final recommendation. Complaints shall be referred to the Executive Director for investigation and disposition, or for recommendation to the Commissioners for disposition. Commissioners shall support the approved actions of the Executive Director.

Approved Board of Commissioners	May 28, 1998
Revised by Board of Commissioners	June 8, 1998
Revised by Board of Commissioners	September 14, 2005
Revised by Board of Commissioners	October 12, 2011
Revised by Board of Commissioners	October 12, 2016

Timothy Pl. McMahon, President

Joseph C. DeLuce, Executive Director

CHAMPAIGN PARK DISTRICT

Investment Policy

Introduction

The intent of the Investment Policy of the Champaign Park District (Park District) is to define the parameters within which funds are to be managed. In methods, procedures and practices, the policy formalizes the framework for the Park District's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the Park District's funds. This policy is intended to be broad enough to allow the designated investment officer to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

Scope

This investment policy applies to all investment activities of all funds of the Park District. This investment policy will also apply to any new funds or temporary funds placed under the jurisdiction or control of the Park District.

The Park District commingles its funds to maximize investment earnings and increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

Governing Authority

The investment program will be operated in conformance with federal, state, and other legal requirements, including without limitation, the Public Funds Investment Act (30 ILCS 235/0.01 et seq.).

Investment Objectives

In order of priority, the primary objectives of the Park District's investment strategy and activities will be as follows:

1. Safety – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. The goal will be to mitigate credit risk and interest rate risk.
2. Liquidity – The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. Return – The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account investment risk constraints safety and liquidity needs.
4. Local Considerations – Where possible, consideration may be given to a financial institution's record and current level of financial commitment to the local community. For this purpose, the Park District may consider without limitation, the factors set forth in Section 8 of the Illinois Public Funds Investment Act (30 ILCS 235/8).

Standards of Care Prudence

The standard of prudence to be used by the designated investment officers will be the 'prudent person' standard and will be applied in the context of managing an overall portfolio.

The "prudent person" standard states: "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived."

Staff of the Park District acting in accordance with this Investment Policy and written procedures and exercising due diligence will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that material deviations from expectations are reported to the Executive Director in a timely fashion, and appropriate action is taken to control adverse developments.

Ethics and Conflict of Interest

The Public Officer Prohibited Activities Act (50 ILCS 105/0.01 et seq.) shall apply in the case of this investment policy. In addition, no person involved in the investment process shall make any investment decision based upon personal or political gain or consequence. Persons involved with the Park District will refrain from personal business activity that could conflict with the proper execution and management of the investment program, could impair public confidence in the Park District, or could impair their ability to make impartial decisions. Prohibited activities include, but are not limited to, the following:

- Having any interest, directly or indirectly, in any institution in which investments are permitted, except for a market rate mortgage or loan on his or her personal residence or personal property;
- Having any interest, directly or indirectly, with the management of any institution or company in which the Park District has a depository relationship or investment management contract; and
- Receiving compensation of any type, including preferred treatment from any institution or company with which the Park District has a depository relationship or investment management contract.

Delegation of Authority Authority to manage the investment program is granted to the Treasurer/Director of Finance and is derived from the Public Funds Investment Act (30 ILCS 235/0.01 et seq.). The Treasurer/Director of Finance will establish written procedures and internal controls for the operation of the investment program that are consistent with the investment policy.

Whenever the term "Treasurer/Director of Finance" appears in this policy it shall be interpreted as meaning that the Director of Finance shall have primary responsibility for carrying out the duty assigned, but under the supervision of and subject to the approval of the Treasurer of the Park District.

Authorized Financial Institutions – Depositories, Broker/Dealers, and Investment Advisors

The Board of Commissioners will have the sole responsibility to select financial institutions that will be authorized depositories for the Park District. Any financial institution, upon meeting the requirements of the Public Funds Investment Act, is eligible to become a depository of the Park District and will be subject to the Park District's due diligence process. The Park District will take into consideration location, financial condition, service, fees, competitiveness, and community relations involvement of the financial institution when identifying authorized depositories. The Treasurer/Director of Finance will maintain a list of financial institutions authorized by the Board of Commissioners to provide depository services to the Park District. In addition, the Treasurer/Director of Finance will maintain a list of broker-dealers selected by conducting a process of due diligence and approved by the Board of Commissioners. Broker-dealers will be selected on the basis of creditworthiness as well as their ability to provide competitive prices regarding securities purchased and sold on behalf of the Park District.

The Park District may engage the services of one or more external investment managers to assist in the management of the Park District's investment portfolio in a manner consistent with the Park District's investment policy. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this investment policy. Such managers must be registered under the Investment Advisers Act of 1940 or with the appropriate banking regulators if a subsidiary of a bank.

Selection of financial institutions and broker-dealers to engage in transactions with the Park District will be at the sole discretion of the Treasurer/Director of Finance, and the authorization of these will be by the Board of Commissioners. A periodic review of the financial condition and registration of all approved financial institutions and broker-dealers will be conducted by the Treasurer/Director of Finance.

Authorized Investments

Except as modified herein, all investments purchased under this policy will be authorized pursuant to the Public Funds Investment Act (30 ILCS 235/0.01 et seq.), as amended from time to time. The following is a summary of authorized investments as determined by the Treasurer/Director of Finance in compliance with applicable law:

1. Bonds, notes, certificates of indebtedness, treasury bills, or other securities guaranteed by the full faith and credit of the United States of America;
2. Bonds, notes, debentures, or other similar obligations of the United States of America, its agencies or government sponsored enterprises (GSEs);
3. Interest bearing accounts, certificates of deposit or interest-bearing time deposits or any other investments that are direct obligations of any authorized depositories of the Park District;
4. Certificate of Deposit Account Registry Service (CDARS) – a placement service in which a member institution uses CDARS to place funds into CDs or other depository products issued by banks that are members of the CDARS Network. This occurs in increments below the standard FDIC insurance coverage maximum, allowing for coverage of principal and interest;
5. Money market mutual funds registered under the amended Investment Company Act of 1940 provided that the portfolio is limited to bonds, notes, and certificates of indebtedness, treasury bills, or other securities which are guaranteed by the United States for agreements to repurchase these same types of obligations, and qualified agencies under 30 ILCS 235/1 et seq., or any securities authorized under this Investment Policy;
6. Illinois Funds;
7. Illinois Metropolitan Investment Fund, including 1-3 Year Fund and the Convenience Fund; and
8. Illinois Park District Liquid Asset Fund, including Portfolio and Certificates of Deposit.

If additional types of securities are approved for investment of public funds by state law, they will not be eligible for investment by the Park District until this Policy has been amended and the amended version adopted by the Board of Commissioners.

Collateralization

Funds on deposit in checking accounts and certificates of deposit in excess of FDIC insurance limits must be secured by some adequate form of collateral, witnessed by a written agreement and held in the name of the Park District at an independent third party institution.

The amount of collateral provided will not be less than 102% of the fair value of the net amount of public funds being secured. The ratio of fair value of collateral to the amount of funds being secured will be reviewed monthly and additional collateral will be requested if the ratio declines below minimum requirements.

The Park District will accept any of the following assets as collateral at the following collateralization levels:

- a. Negotiable obligations of the United States Government,
- b. Negotiable obligations of agencies backed by full faith and credit of the United States Government.
- c. Negotiable obligations of agencies or GSEs of U.S. Government.

=102%

= 102%

=102% Maturity of acceptable collateral shall not exceed 60 (sixty) months.

Safekeeping and Custody

Deposit Collateral

Third party safekeeping is required for all collateral. To accomplish this, the securities will be held at a safekeeping depository as approved from time to time by the Board of Commissioners.

Safekeeping will be documented by an approved written agreement. Substitution, exchange or release of securities held in safekeeping may be done upon two (2) days prior written notice to the Treasurer/Director of Finance.

Third-Party Safekeeping

Securities will be held by an independent third party custodian designated by the Treasurer/Director of Finance and evidenced by safekeeping receipts and a written custodial agreement.

Delivery vs. Payment

All security transactions, including collateral for repurchase agreements, entered into by the Park District, will be conducted on a delivery-verses-payment (DVP) basis to ensure that securities are deposited in the Park District's safekeeping institution prior to the release of funds.

Investment Parameters and Guidelines

Diversification

The Park District will diversify its investments to mitigate risks in the portfolio. The investments will be diversified by:

- Limiting investments to avoid overconcentration in securities from a specific issuer or business section (excluding U.S. Treasury securities)
- Placing no more than 10% of the investment portfolio in commercial paper.
- Investing in securities with varying maturities

Mitigating market risk/interest rate risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The Park District recognizes that, over time, long-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The Park District will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The Park District will continuously invest a portion of the portfolio in readily available funds such as Illinois Funds, the Illinois Park District Liquid Asset Fund, money market funds, or in money market instruments maturing one year and shorter to ensure appropriate liquidity.

Internal Control

The Treasurer/Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Park District are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable, but not absolute, assurance that these objectives are met.

Only the Treasurer/Director of Finance with Board of Commissioner approval is authorized to establish financial accounts for the Park District. At all times two or more signatories as designated by the Board of Commissioners should be authorized to sign on financial accounts of the Park District.

Controls may include:

- Written procedures
- Separation of transaction authority from accounting
- Written confirmation of telephone transactions for investments and wire transfers
- Dual authorizations of wire transfers
- Review, maintenance and monitoring of security procedures both manual and automated

Performance Standards

The Park District's investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a comparable rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to benchmarks with

similar maturity, liquidity, and credit quality as the portfolio. Periodically, the Treasurer/Director of Finance will identify and review a benchmark with similar characteristics. U.S. Treasury bills, average Fed Fund rate, The Illinois Funds, or other comparable benchmarks may be used. The portfolio will be reviewed at least quarterly as to its effectiveness in meeting the Park District's needs for compliance with applicable state statutes, safety, liquidity, rate of return, diversification and its general performance.

Reporting

The Treasurer/Director of Finance or the accounting staff will prepare an investment report at least monthly. This report will list all active investments by type or class, location of investments, maturity of investments, interest rate, interest earned during period, market value as of the report date, book value, and other pertinent information deemed necessary. This report will be submitted monthly to the Board of Commissioners.

Investment Policy Adoption

This Policy will be reviewed on an annual basis by the Treasurer/Director of Finance and any modifications that are made must be approved by the Board of Commissioners. If no changes or modifications are made, then the date of the review of the investment policy will be noted.

Captions and Headings

The captions and headings used herein are for convenience of reference only and do not define or limit the contents of this policy.

Approved by Board of Commissioners	July 1999
Revised by Board of Commissioners	November 9, 2005
Revised by Board of Commissioners	September 14, 2011
Revised by Board of Commissioners	October 12, 2016

Timothy P. McMahon, President

Joseph C. DeLuce, Executive Director

CHAMPAIGN PARK DISTRICT

Primary Functions of the Park District Board

The Park District functions pursuant to the authority granted by the Illinois Park District Code, as found in the Illinois Compiled Statutes (70 ILCS 1205/1-1, *et seq.*), and within the framework of Illinois laws, court decisions and regulations, as well as applicable laws, court decisions and regulations of the United States of America. The Park District is governed by an elected Board of Commissioners which exercises the powers granted to it.

Board Commissioners have a fundamental belief and interest in park services as a vital asset in enhancing the well-being of the community.

Board Commissioners are elected by citizens of Champaign, Illinois to perform the important service of providing and managing parks, recreation, and cultural arts for all segments of the community.

Board Commissioners are nonpartisan and provide services to the community without regard for personal remuneration or advantage to themselves, members of their families or friends.

More specifically, Board Commissioners have the responsibility to set policies and standards for:

- Adequate facilities, indoor and outdoor buildings, grounds, and materials;
- Intelligently planned facilities for citizens of all ages through all seasons of the year in order to insure that citizens derive the greatest possible use of park facilities in a variety of ways;
- Trained personnel;
- Adequate funding to construct and maintain facilities and carry out programs which will meet the expanding needs of the community;
- Economical and effective utilization of funds and efficient administration of the general business affairs of the Park District.
- Keeping informed about changes in the nature of the community and meeting new needs as they develop; and
- Providing that the general public is kept informed about the merits and importance of Park District matters and additional needs as they develop.

Approved by Board of Commissioners September 14, 2005

Revised by Board of Commissioners October 12, 2011

Revised by Board of Commissioners October 12, 2016

Timothy P. McMahon, President

Joseph C. DeLuce, Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 3, 2016

SUBJECT: Authorization to Solicit Bids for the 2016 General Obligation Bond Issue

Background

Each year, the Board approves authorizing the Treasurer and Director of Finance to solicit bids for the issuance of bonds. This year, the amount of bonds will be \$1,100,400. The general purpose of these bonds is to provide funds to pay for the building, maintaining, improving and protecting the parks and boulevards for the Park District and for the payment of expenditures incident thereto. Specifically, a portion of the funds will be used to pay for the principal and interest of the Alternative Revenue Bond issue.

Prior Board Action

At the September 14, 2016 Regular meeting, the Board set the date for the public hearing as October 12, 2016 related to this bond issue.

Budget Impact

None related to solicitation of bids other than the public notice, which is approximately \$80, and has been included in the FY17 budget.

Recommended Action

Staff recommends Board approval authorizing the Treasurer and Director of Finance to solicit bids for the issuance of \$1,100,400 in General Obligation Bonds.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director



**CHAMPAIGN
PARK DISTRICT**

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 7, 2016

SUBJECT: IATSE Bargaining Agreement

Background

The Champaign Park District and the IATSE Union have been working under a contract since the Park District took ownership of the Virginia Theater. The members of the IATSE Union (commonly known as the "Stagehand Union") fill the roles of Stage Electrician, Stage Carpenter, Properties, Sound Engineer, Sound Console Operator, Stage Lighting Console Operator, High Rigger, Wardrobe Personnel, Fly Rail Personnel, Truck Loader, Projectionist, and Spotlight Operator at the Virginia Theater.

The most recent agreement was signed in 2013 and was written for a two year period beginning April 15, 2013. Further negotiations were not held during following year and the agreement automatically renewed on April 15, 2015.

In February of this year the Park District was contacted by the IATSE Union stating they would like to make changes to the current contract. Since that time there have been several discussions and negotiations between the two parties. Attorney Dennis Weedman assisted the Park District during the negotiations.

Prior Board Action

The Board approved a one year agreement with no increase effective on April 15, 2010. The next agreement was a two year agreement that was effective beginning April 15, 2013 with a nearly 6% increase in the stagehand hourly wage rates.

Budget Impact

The wage rates will include a 2% increase for all positions and the addition of the wage rate for the Technical Manager is expected to cost \$13,887 during the first year not including taxes.

Recommended Action

Staff recommends approval of the proposed three year agreement between the Park District and IATSE Union, retroactive to April 15, 2016.

Prepared by:

Reviewed by:

Tammy V. Hoggatt, SPHR, SHRM-SCP
Director of Human Resources

Joe DeLuce, CPRP
Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 4, 2016

SUBJECT: Agreement with Champaign Unit #4 School District for Emergency Relocation

Background

The Park District has had an agreement with Champaign Unit #4 School District for several years regarding the evacuation of their schools and the use of Park District facilities. The current agreement has expired and the proposed agreement will be for a three year term.

The agreement will allow Unit #4 students and staff to evacuate to Park District facilities during an emergency. The evacuated individuals will be allowed access to the following facilities:

- A. Douglass Center for all Booker T. Washington Elementary School faculty, staff and students.
- B. The Virginia Theatre for all Central High School faculty, staff and students.
- C. The Leonhard Center for all Jefferson Middle School faculty, staff and students.
- D. The Leonhard Center for all Centennial High School faculty, staff and students.

The agreement is the same as previous agreements regarding evacuation except for the dates and the insurance requirements. The Park District has requested a larger amount of insurance and for Unit #4 to name the Park District as an additional insured on their certificate of insurance.

Prior Board Action

The previous agreement was approved by the Board in 2013 for a three year term.

Budget Impact

The Park District should not incur any cost except in case of an evacuation which could disrupt program(s).

Recommended Action

Staff recommends the Board approve the agreement between the Park District and Unit #4 beginning September 1, 2016 for emergency relocation space for a three year term.

Prepared by:

Reviewed by:

Tammy V. Hoggatt, SPHR, SHRM-SCP
Director of Human Resources

Joe DeLuce, CPRP
Executive Director

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CHAMPAIGN UNIT #4 SCHOOL DISTRICT AND
CHAMPAIGN PARK DISTRICT**

THIS AGREEMENT is made and entered into effective this September 1, of 2016 by and between the Champaign Park District, a municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, and Champaign Unit #4 School District (hereinafter referred to as "Unit #4"), whose principal address is 703 South New Street, Champaign, Illinois.

WITNESSETH:

In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Section 1 – General Purpose. For purposes of this Agreement the Park District shall provide emergency relocation space, support services and assistance, limited as set forth herein, to Booker T. Washington Elementary, Jefferson Middle School, Central High School and Centennial High School during times of crisis, arising out of circumstances which necessitate an evacuation of any one, or all, of the above-referenced Unit #4 schools, and occupancy of Park District facilities, as herein designated, in accordance with the Park District's policies, priorities and capabilities.

Section 2 – Term. This Agreement shall be in effect for a period of three (3) years from the date the Agreement is executed by both parties. [This Agreement may be terminated at any time without notice upon the express written consent of both Parties or for default as otherwise provided for herein.](#)

Section 3 – Permitted Uses. This agreement shall be used only in the event that the Unit #4 schools are ~~ordered~~ evacuated by [competent order or direction of a proper](#) authority in the event of an emergency.

Section 4 Unit #4 Responsibilities. Unit #4 shall:

- A. Safeguard the Park District's facilities, including the Douglass Center, the Virginia Theatre and the Leonhard Center, and the contents thereof during any occupancy by students, faculty and staff of Unit #4 schools;
- B. In the event facility keys are provided, safeguard such keys to all designated facilities. If there is any indication that a key to any Park District facility has been tampered with in any manner, including being copied, or if a key is believed to be lost, Unit #4 shall [promptly notify contact](#) the Park District's designated ~~contact~~ [personnel withinbut not more than](#) two (2) hours ~~to notify — him or her so that Park District personnel may adequately respond~~[after becoming informed of the circumstances](#);
- C. Bear any and all expense associated with the emergency occupancy of the facility, and pay any such amount within thirty (30) days after the date of any invoice for amounts due the Park District;
- D. [Bring-Provide](#) any necessary materials for the safety and comfort of the evacuees, ~~including (but not limited to)~~[such as](#) diapering supplies, medications, ~~etcand the like~~;
- E. Provide sufficient staff to supervise and ~~provide for all~~[arrange for the needs of](#) evacuees. It is expected that all ~~—pre-school staff will remain with the evacuees until Unit #4 schools can be reoccupied or all ———evacuees have been reunited with their care-givers~~;

- F. Be solely responsible for the care and security of all evacuees; ~~insuring and~~ that evacuees ~~——~~ are reunited with caregivers or Unit #4 personnel; and
- G. Designate a primary and secondary points of contact for coordination of all efforts to effectuate any emergency and administrative response, ~~and as well as~~ reunification of students with their caregivers or Unit #4 personnel.

Section 5 – Champaign Park District Responsibilities. Park District shall:

- A. Provide Unit #4 schools access to the following Park District facilities:
 - 1. Douglass Center for all Booker T. Washington Elementary School faculty, staff and students;
 - 2. The Virginia Theatre for all Central High School faculty, staff and students;
 - 3. The Leonhard Center for all Jefferson Middle School faculty, staff and students; and
 - 4. The Leonhard Center for all Centennial High School faculty, staff and students.
- B. Permit entry of all faculty, staff and students to any Unit #4 school designated evacuation site during any time of crisis, necessitating indoor evacuation, as determined by the administration of Unit #4 or principal of the respective Unit #4 school, as the case may be;
- C. Permit any and all Unit #4 school to conduct reunification of students and their parents caregivers at any Unit #4 school designated evacuation site;
- D. Permit Unit #4 and emergency responders to establish an Incident Command Post at any ~~and/or~~ designated facility set forth in A. above, as necessary to respond to ~~the a~~ crisis;
- E. Designate a primary and secondary point of contact for coordination of all efforts to effectuate any emergency and administrative response, and reunification of students with their caregivers or Unit #4 personnel;
- F. Upon notification of an emergency requiring evacuation of ~~the a~~ Unit #4 facility, suspend programming for the duration of the emergency where ~~it might~~ such programming may conflict with the safety and security of the evacuees ~~;~~;
- G. Allow the use of ~~such~~ equipment, such as telephones and computers, as may be needed to ~~effect-effectuate~~ reunification of evacuees with caregivers, ~~including telephones and computers; or Unit #4 personnel;~~
- H. Provide at least one (1) Park District employee ~~to who shall~~ remain in ~~the each~~ facility until Unit #4 can be reoccupied or all evacuees have been reunited with caregivers or Unit #4 personnel; and-
- I. Designate a primary and secondary point of contact (risk manager and facility manager, respectively) for coordination of all efforts to effectuate any emergency and administrative response, and reunification efforts.

Section 6 – Rules, Laws, and Ordinances. Unit #4 shall comply with any and all applicable federal, state and local laws, statutes and ordinances.

Section 7 – Default. In the event that either Party fails to comply with the terms of this Agreement, and cure such default within fifteen (15) days of written notice from the other Party, then the non-

defaulting Party shall have the right to terminate this Agreement. Any such termination shall not terminate or affect the obligations or rights to enforce the same as they may have accrued prior to termination.

Section 8 – Insurance. Unit #4 shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$2,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by Unit #4 shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Unit #4 insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. ~~The policy~~Such insurance shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Park District. Cancellation of any such ~~coverage insurance~~ without a substitute ~~policy insurance~~ containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded Unit #4. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from Unit #4. In such event, Unit #4 shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that Unit #4 may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

Unit #4 shall provide a certificate of such insurance as may be applicable from time to time, as listed below, at the time Agreement is signed and annually thereafter. ~~Note that a~~All limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis:

- i. Workers' Compensation :
 - State Statutory
 - Applicable Federal Statutory
- ii. Comprehensive General Liability:
 - Bodily Injury (including completed operation and products liability) and Property Damage: \$2,000,000 Each Occurrence, \$2,000,000 Annual Aggregate or a combined single limit of \$2,000,000
 - Property damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$2,000,000
 - Each Occurrence Property Damage: \$2,000,000
 - Each Occurrence \$2,000,000 Annual Aggregate
- iii. Comprehensive Automobile Liability:
 - Bodily Injury: \$2,000,000 Each Person and \$2,000,000 Each Occurrence
 - Property Damage: \$500,000 Each Occurrence or combined single limit of \$500,000

Section 9 – Independent Contractors. Notwithstanding any other provision of this Agreement, the relationship between Park District and Unit #4 is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint venturer's between the Parties. In addition, Unit #4 may from time-to-time hire person(s) to perform labor and other services for it, and any such person(s) shall not be construed to be an employee of or contractor with the Park District in any manner whatsoever. Furthermore, Unit #4 does hereby acknowledge its obligations and shall remain responsible for the payment of all

withholdings, insurance or other amounts as may be required by law in connection with its hiring or contracting with any such person(s), and shall in all respects hold Park District harmless from and indemnify it for the payment of any such amounts.

Section 10 – Hold Harmless and Indemnification. Park District shall indemnify, defend and hold harmless Unit #4 and any of its directors, officers, employees, agents, and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney’s fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Unit #4 that arises solely from an act, failure or omission on the part of Park District or any of its commissioners, officers, employees, agents, volunteers and representatives in carrying out of the terms of this Agreement.

Unit #4 shall indemnify, defend and hold harmless the Park District and any of its commissioners, officers, employees, agents, volunteers, and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney’s fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the Park District that arises solely from an act, failure or omission on the part of Unit #4 or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

Section 11 – Severability. In the event any one or more of the provisions contained in this Agreement shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall, therefore, remain in effect.

Section 12 – Assignment - Binding Effect. Neither party nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other.

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

Section 14 – Entire Agreement and Amendment. This Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire contract between Park District and Unit #4, and may be changed, modified or amended only by mutual written agreement executed by Park District and Unit #4.

Section 15 – Counterparts. This Agreement shall be executed in duplicate, each of which shall be deemed to be an original.

Section 16 – Notice. All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given at the time they are mailed to the respective parties at the address set forth in this Agreement, or at such other place or address as the parties shall provide to each other in writing.

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

Champaign Park District,
a municipal corporation

Champaign Unit #4 School District
~~Champaign Unit #4 School District~~

By: _____

By: _____

Name: _____

Title: Executive Director

Date: _____

Attest:

By: _____
Board Secretary

Name: _____

Title: Superintendent

Date: _____



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 5, 2016

SUBJECT: Participation in and support of Headwaters Invasive Plant Partnership's proposal for a Natural Resources Conservation Service Regional Conservation Partnership Program grant

Background

The Champaign Park District (CPD) is an active member of the Headwaters Invasive Plant Partnership (HIPP), a cooperative weed management association of local governmental agencies with the shared goal of managing invasive species on public ground. The Natural Resources Conservation Service's Regional Conservation Partnership Program (RCP) grant would provide HIPP with the funding for equipment and restoration materials to be shared by member agencies.

Prior Board Action

At the July 8, 2015 Regular Meeting, the Board approved authorizing the Executive Director to enter into the Memorandum of Understanding for a Headwaters Invasive Plant Partnership, and designated Mike Davis, Natural Areas Coordinator, as the principal contact. The term of the agreement is effective through December 31, 2020, at which time it will expire unless extended.

Budget Impact

If HIPP's proposal is accepted, the current hourly value of the ongoing volunteer activities at CPD's natural areas sites would provide an in-kind partner contribution in the amount of \$110,732.00 over the five years of this project.

Recommended Action

Staff recommends Board ratification and approval of the Park District's ongoing participation in HIPP's pursuit of a Natural Resources Conservation Service Regional Conservation Partnership Program grant.

Prepared by:

Reviewed by:

Randy Hauser
Horticulture and Natural Areas Supervisor

Kevin Crump
Director of Operations & Planning



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 5, 2016

SUBJECT: Participation in and support of Headwaters Invasive Plant Partnership's proposal for a National Fish and Wildlife Foundation Pulling Together Initiative Grant

Background

The Champaign Park District (CPD) is an active member of the Headwaters Invasive Plant Partnership (HIPP), a cooperative weed management association of local governmental agencies with the shared goal of managing invasive species on public ground. The National Fish and Wildlife Foundation's Pulling It Together Initiative grant would provide HIPP with the funding for personnel that would prioritize and direct volunteer invasive management efforts as longstanding and new invasive plant challenges arise.

Prior Board Action

At the July 8, 2015 Regular Meeting, the Board approved authorizing the Executive Director to enter into the Memorandum of Understanding for a Headwaters Invasive Plant Partnership, and designated Mike Davis, Natural Areas Coordinator, as the principal contact. The term of the agreement is effective through December 31, 2020, at which time it will expire unless extended.

Budget Impact

If HIPP's proposal is accepted, the current hourly value of the ongoing volunteer activities at CPD's natural areas volunteer activities would provide an in-kind partner contribution in the amount of \$44,292.80 over the two years of this project.

Recommended Action

Staff recommends Board ratification and approval of the Park District's ongoing participation in HIPP's pursuit of a National Fish and Wildlife Foundation Pulling Together Initiative grant.

Prepared by:

Reviewed by:

Randy Hauser
Horticulture and Natural Areas Supervisor

Kevin Crump
Director of Operations & Planning



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 3, 2016

SUBJECT: Fiscal Year 2018 Budget Process

Background

As staff begin to kick-off planning and budgeting for the next fiscal year, staff was advised to outline the approaches for each of the various components of the budget cycle ahead of time. As such, this document will address property tax levy process, capital improvement plan, and overall budget document for fiscal year 2017-18 (FYE2018). The actual timeline for these items is included in the board calendar that was distributed at the September 14, 2016 meeting.

General Obligation Bond – Annual Issuance

Process Start Date: September

Process End Date: November

Date to file with the County Clerk: November

Approach:

- Staff estimate the bond issue for the upcoming year using prior issuance amount plus the change in the consumer price index (CPI) for the current revenue year, in this case 0.7%. The issuance for this year is \$1,100,400.
- Once this amount is calculated the process begins to issue the full amount, resolutions of intent and a date is set for the public hearing, ordinances prepared, and bids are issued. The entire process takes approximately three (3) months from start to finish.

Property Tax Levy

Process Start Date: September

Process End Date: November

Last Date to file with the County Clerk: Last Tuesday in December (12/27/2016)

Approach:

- The estimated tax extension for revenue year (RY) 2016 will be based on the limiting rate, rather than an estimate of the anticipated increases. Either way, the calculation for the estimated tax extension is an educated calculation based on estimated EAV and the consumer price index (CPI). The limiting rate allows for the extension for new construction and recovered enterprise zone EAV's which are not subject to tax caps in the initial year, to be maximized. The limiting rate is multiplied by the EAV estimate. This rate is calculated as follows:
 - **Numerator** – is the property taxes that we received last year multiplied by the CPI (0.7% for RY2016)
 - **Denominator** – is the EAV from the most recent County Assessor's Office notification received in August, decreased by the EAV for new construction and recovered enterprise zone.

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.

- This limiting rate is strictly an estimation or forecast of the future based on how close our assumptions are about the changes in CPI, EAV and new construction. As any one of these factors changes, so does this rate. What causes the limiting rate to change? New construction, recovered enterprise zone or TIF, no growth in EAV and changes to CPI.
- It is estimated that the EAV will increase between 4-6% over the prior year. Staff has a meeting with the other local government officials and the assessor's office to discuss the estimated increase as well as any appeals that may have been filed and potential outcome. This meeting is tentatively scheduled for October 14.
- Staff plan to calculate the extension for FY17-18 as historically done, and recommended by finance professionals, as well as trade associations, which is to maximize the levy by estimating the extension to capture the legal rate limitation increase allowed once the final EAV is calculated and not set a specific not to exceed tax rate in the Ordinance. The County Clerk's Office will finalize the extension subject to legal restrictions and send the final extension in April.
- Goal for the operating budget is to keep the increase under the total percentage of increase allotted by the tax rate, EAV, and new construction/TIF Districts/enterprise zones.

Capital Improvement Plan (Capital Budget)

Process Start Date: September

Process End Date: February

Approach:

- Staff estimate the funds available for capital projects. These funds include transfers from projected revenue sources ("new" funds) in the General, Recreation and/or Museum funds for the upcoming budget year. Generally these transfers do not include transfers of excess funds, unless previously approved by the Board of Commissioners.
- Staff review and update the capital improvement plan approved in the prior year. This is a six-year plan staff review for any changes in priorities, and based on funding may shift projects between years.
- Update for any new initiatives or board priorities that have arisen from date of last capital improvement plan, which in this case was approved in March 2016.
- If there are any projects that have been started but not completed, then those items will be added as a carryover for budget purposes. This most likely will cause the budget to appear as a deficit, however the beginning fund balance includes the revenues from prior year(s) to cover the expenditure. The fund(s) affect will show a deficit in the budget year, thus reducing the excess funds available. That being said, it is possible that the overall budget will have a deficit balance as expenditures exceed revenues, but keep in mind the revenue was received previously therefore while the overall budget is at a deficit it is only using up capital fund balances.
- Known projects that will carry-over will most likely include Hessel Park phase 2/3, and potentially Heritage Park, but others could be added.

Operating Budget

Process Start Date: December

Process End Date: July

Last Date to Legally File with the Champaign County Clerk's Office: July 31

Approach:

- Staff compile individual program budgets beginning in December. All full-time staff are budgeted for based on current data and done by the Director of Finance. Staff compile the part-time and seasonal personnel budgets based on board approved rates, and expectation of hours/programs needed.

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.

Assumptions:

- Personnel costs for full-time staff includes a percentage increase, generally between 2.5-3.0%, while part-time and seasonal positions are budgeted at the hourly rates approved by the Board in January each year. The increase for full-time staff is presented and approved by the Board of Commissioners prior to adopting the budget.
- Fringe benefits is factored of wages and for FYE17 is 26% of total salaries/wages. This category includes all FICA payroll taxes at 7.65%, plus any increases for health, dental, life, pension, and awards/bonuses. On average this tends to approximate 26% of total salaries/wages.
- Contractual costs vary based on various factors.
- Utilities will be adjusted based on known increases as well as CPI for utilities specifically as published at www.bls.gov
- Insurance premiums are adjusted based on renewal notices received in December by PDRMA. This affects employment practices, workers compensation, general liability, etc.
- Unemployment claims are estimated based on known claims, as well as historical data. Since the District does not pay into state unemployment monthly with payroll, as a government unit the District pays based on actual claims, which generally costs less.
- Goal for the operating budget is to include at a minimum a balanced operating budget where operating revenues equal operating expenditures excluding the capital project funds, with a minimum carryover for operating funds of \$250,000.

Prior Board Action

None.

Budget Impact

None at this time.

Recommended Action

Discussion item only.

Prepared by:

Reviewed by:

Andrea N. Wallace
Director of Finance

Joe DeLuce, CPRP
Executive Director



**CHAMPAIGN
PARK DISTRICT**

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 4, 2016

SUBJECT: Approval of Agreement between MSA Professional Services and the Park District for Hessel Park Restroom and Splashpad Redesign

Background

At the August 22, 2016 Special Meeting, the Board rejected initial Hessel Park Phase 2 and 3 bids due August 1, 2016 and directed staff to rebid the project—the lowest bid was \$146,531.44 over the \$800,000 project budget. Staff worked with MSA Professional Services to scale back the Phase 2 and 3 design so the rebid project will be within the allotted budget. *Attachment 1* is MSA's summary of the scaled back design elements. *Attachment 2* is MSA's Professional Services Agreement and detailed Scope of Work to redesign and rebid the scaled back Hessel Park Phase 2 and 3 project.

Prior Board Action

- April 27, 2016 Special Meeting: Board approved the Executive Director to enter into a \$19,500 professional services agreement with MSA Professional Services providing construction/bid documents for Hessel Splash Pad and Restroom Improvements.
- August 10, 2016 Regular Meeting: Board approved a resolution authorizing Amendment No. 1 to the MSA Professional Services Agreement for additional services (\$12,850) regarding Hessel Park Phases 2 and 3.

Budget Impact

Item Description	Amount	Budget Line
Design Phase	\$16,485	50% 15-25-001-61508-170015, <i>Capital Outlay</i> 25% 16-01-001-61508-170015, <i>Capital Outlay</i> 25% 22-01-001-61508-170015, <i>Capital Outlay</i>
Construction Phase	12,265	01-20-300-54215-170015, <i>Professional Fees</i>
Total	\$28,750	

Recommended Action

Discussion item only.

Prepared by:

Reviewed by:

Andrew Weiss
Park Planner and Landscape Architect

Kevin Crump
Director of Operations and Planning

ATTACHMENT 1



Memo

To: Champaign Park District Staff & Board Members
From: Merle E. Ingersoll, Jr. (MSA)
Subject: Narrative of changes in Hessel Park Restroom and Splashpad project
MSA Project # 12431041
Date: October 3, 2016

As requested by the CPD staff, I will attempt to summarize revisions agreed upon between the CPD and MSA staff that would make an impact on overall cost and are revisions in general to be proposed in the redesign of the new restrooms and splashpad at Hessel Park. The majority of the changes are as follows:

1. The splashpad had one large feature (spring/river/ocean) that was eliminated. Some less expensive items replaced the larger item to fill in the area. The revised splashpad will have 7 more features than before but the cost for feature materials will be considerably less.
2. Eliminate the (Leaf / Duckling) gathering play features that were outside the splashpad.
3. The trails/walks from the North pavilion to the restrooms and down to the splashpad will be reduced in width by 2 feet. Therefore, they will be 6 feet wide in lieu of 8 feet wide.
4. The trail/walk from the new playground to the proposed splashpad will be reduced 2 feet. Therefore, it will be 8 feet wide in lieu of 10 feet wide.
5. The proposed restroom building will be smaller than previously proposed, reduced building 36.7% in size. The revised building dimension will be 22'-0" x 42'-0" (880 SF) in lieu of 26'-4" x 55'-4" (1,390 SF) as before. Other revisions in building and building features are:
 - Reduced the amount of toilets from 9 to 5 toilets
 - Reduced the amount of sinks from 5 to 4 sinks
 - Eliminated two (2) changing stalls
 - Reduced the size of the maintenance / splashpad controller room by 34%
 - Change the plumbing fixtures from stainless steel to porcelain
 - Change the roof from a metal roof to asphalt shingle roof
 - Omit room (2 feet) for a changing bench in both restrooms

Offices in Illinois, Iowa, Minnesota, and Wisconsin

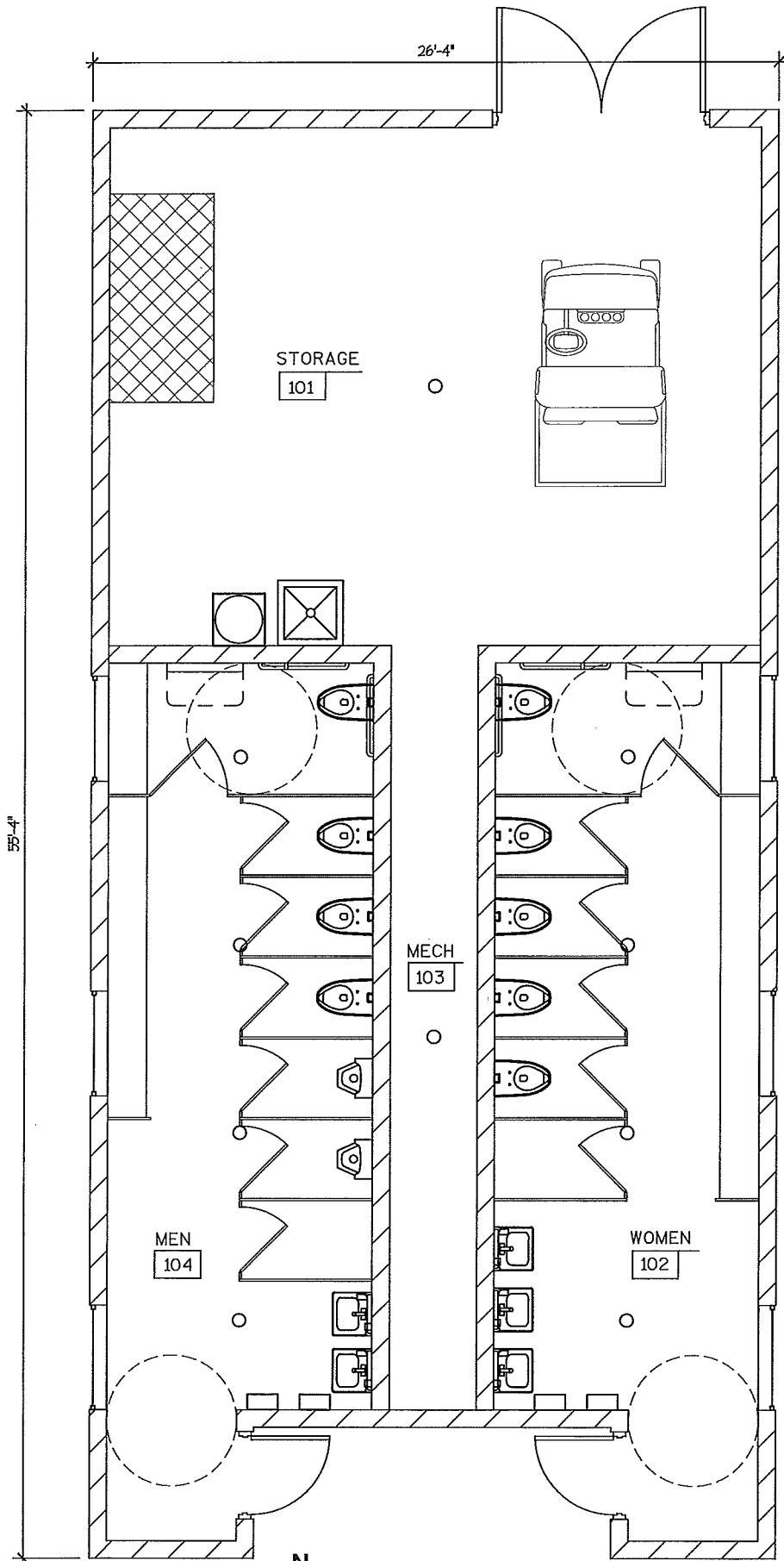
201 W. Springfield Avenue, Suite 400, Champaign, IL 61820

(217) 352-6976 (877) 352-0081

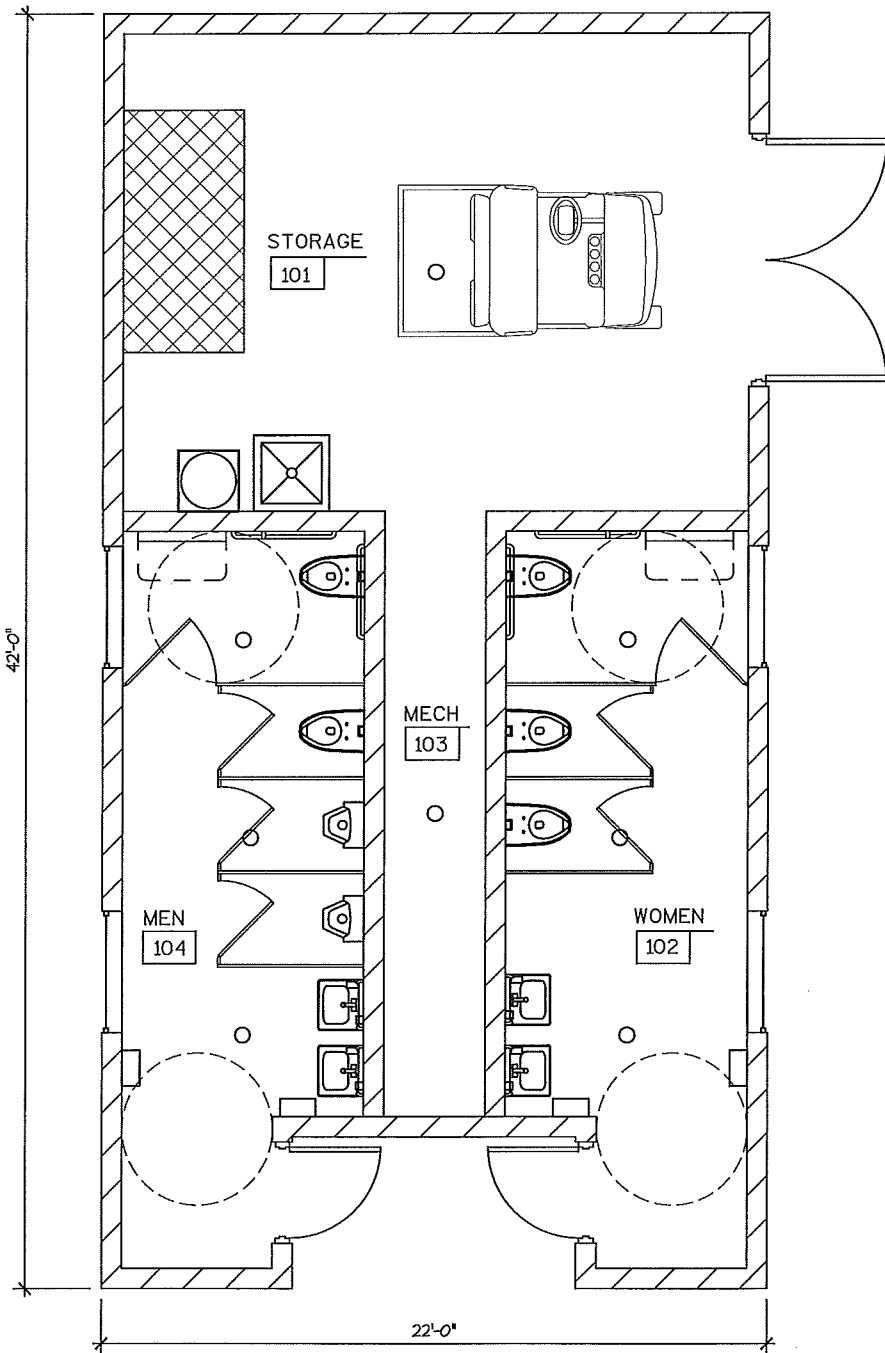
FAX: (217) 356-0570 WEB ADDRESS: www.msa-ps.com

Page 1 of 1

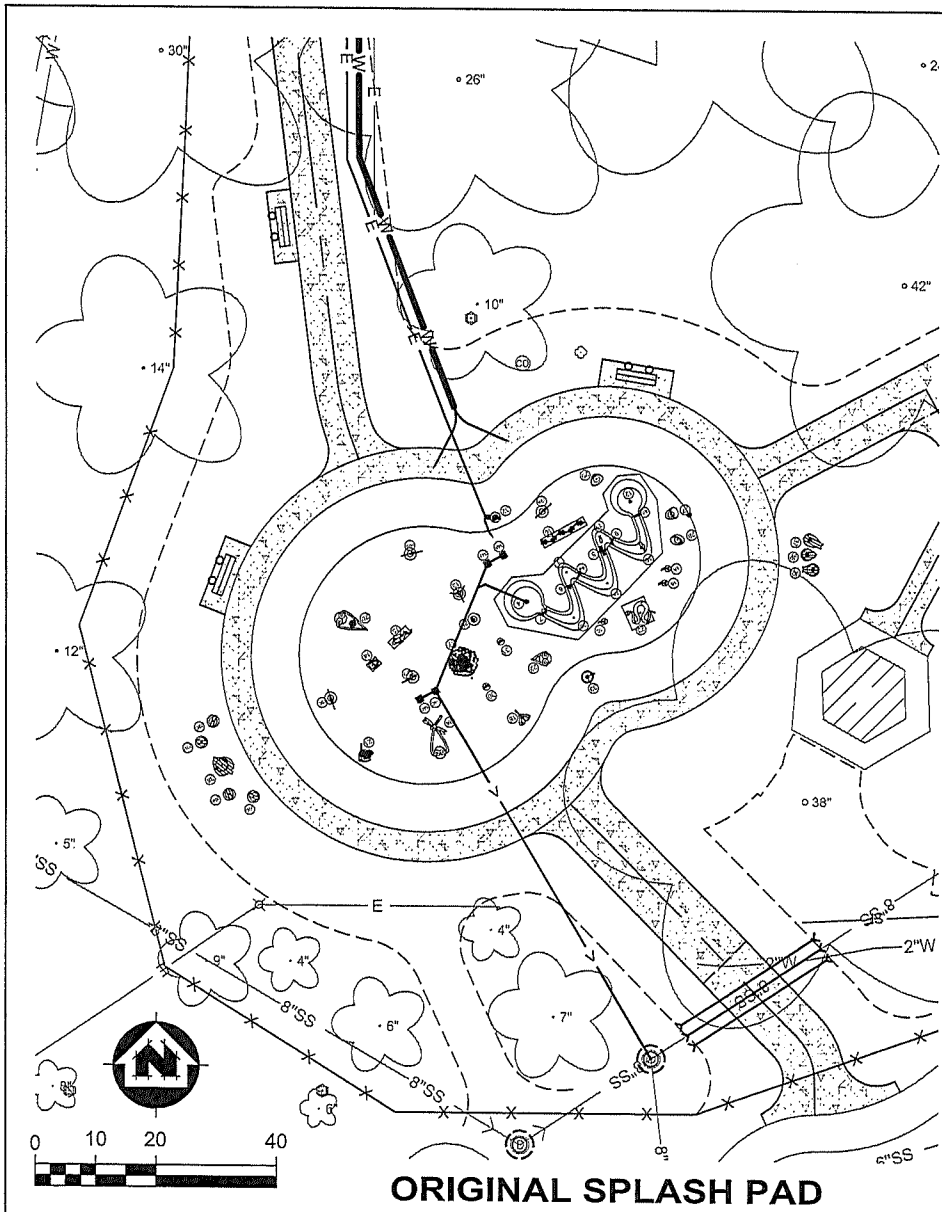
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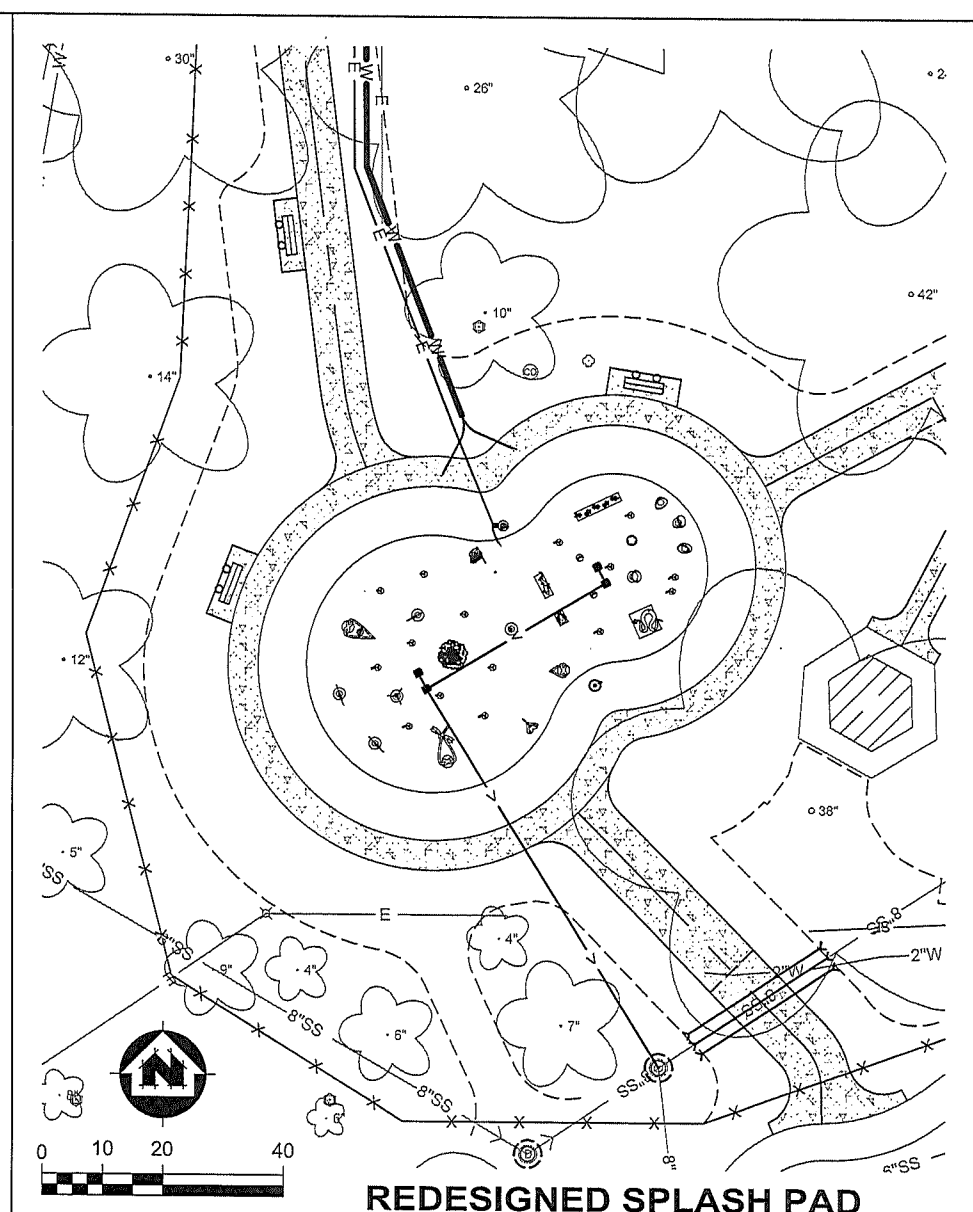
ORIGINAL PLAN
AREA 1,390 SQ. FT.
 SCALE 1/4"=1'-0"



PLAN ALTERNATE
AREA 880 SQ. FT.
510 SQ. FT. LESS
SCALE: 1/4" = 1'-0"



ORIGINAL SPLASH PAD



REDESIGNED SPLASH PAD

PROJECT NO.	SCALE	AS SHOWN	NO.	DATE	REVISION	BY
12431041	AS SHOWN					
PROJECT DATE:	OCT. 2018	DESIGNED BY:	CBP			
P.R.:		CHECKED BY:	MEJ			

MSA ARCHITECTURE | ENGINEERING | ENVIRONMENTAL
 FUNDING | PLANNING | SURVEYING
 201 W Springfield Ave Champaign, IL 61820
 (217) 252-6076 (877) 352-6081 Fax: (217) 356-0570
 Web Address: www.msa-pe.com

HESSEL PARK SPLASH PAD & RESTROOM IMPROVEMENTS
 CHAMPAIGN PARK DISTRICT
 CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS

SPLASH PAD DESIGN COMPARISON EXHIBIT	YEAR: 12431041
	SHEET: 1 OF 1

PLOT DATE: 10/4/18, Y:\chwa2\project\12431041\12431041\12431041\12431041\12431041\DESIGN\DWG



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 **waterplay**SM
Solutions Corp.

HESSEL PARK, CHAMPAIGN, IL

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All graphics and visual representations are the artist's interpretation of the design and cannot be regarded as representation of fact. Local regulations may require the use of impact attenuating surfaces for some installation - check local codes prior to final design and installation.

Attachment 2
Splash Pad
As originally bid

ATTACHMENT 2



PROFESSIONAL SERVICES

More ideas. Better solutions.

Professional Services Agreement
Project No. R 12431041.0

This AGREEMENT (Agreement) is made today October 12, 2016, by and between CHAMPAIGN PARK DISTRICT (OWNER) and MSA PROFESSIONAL SERVICES (MSA), which agree as follows:

Project Name: CPD Hessel Restroom and Splashpad Redesign

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

The schedule to perform the work is: Approximate Start Date: 10/13/2016
Approximate Completion Date: 10/15/2017

The lump sum fee for the work is: \$ 28,750.00
This cost is to cover the redesign of a new restroom building / storage, trails, splash pad, water supply, construction layout of improvements as outlined in the attached scope of work.

The retainer amount required is: \$ 0.00

NOTE: No retainer required
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

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

CHAMPAIGN PARK DISTRICT

MSA PROFESSIONAL SERVICES

Joe DeLuce
Executive Director

David Atchley
Team Leader

Date:

Date:

706 Kenwood Road
Champaign, Illinois 61821
Phone: (217) 398-2550
Fax: (217) 355-8421

Merle Ingersoll, Jr.
Project Manager

Date:
201 W. Springfield Ave. - Suite 400
Champaign, Illinois 6182

**SCOPE OF WORK FOR
CPD HESSEL RESTROOM
AND SPLASHPAD REDESIGN
MSA PROJECT NO. 12431041**

This describes our scope of work and is our proposal for the Hessel Park Restroom and Splash Pad Redesign in Champaign, IL. If you need anything different than what is being proposed, please let us know and we will revise it to meet your exact needs. Our scope of work and lump sum costs are as follows:

DESIGN PHASE

A. RESEARCH / VALUE ENGINEERING

1. Provide options, ideas and alternatives to save costs on the projects to either eliminate or downsize on current plans. Eliminating features in splash pad and replacing them with lower cost features will be determined between Water Play and CPD staff. Water features, layout of improvements, building size and building components will be determined prior to starting design, drafting and plan revisions.

B. SITE ENGINEERING PLANS

1. Provide engineering services for redesign and plans for reconstruction of the splash pad and restroom / storage facility. Civil site plans will include demolition of existing splash pad, playground and paving. Plans will include cover, site demo, grading, paving, new splash pad and related features, sidewalks / trails, utilities and specifications for civil related items.
2. Client is to provide a template drawing of splash pad configuration in ACAD format and all equipment and specs. Water Play is to provide drawings, specs and diagrams as necessary for the construction of the splash pad unit. CPD staff is to work with Water Play to determine design they want to go with on layout and features for the improvement. It is assumed the configuration will be approximately the same size but the layout of features will be different and will not include a Spring-Ocean feature.
3. Provide control points, a benchmark, contours, spot elevations, existing paving, visible utilities, fences, and trees on plans.
4. Provide client a complete set of plans, specs, details and final design.

C. ARCHITECTURAL PLANS – NEW BUILDING

1. Provide architectural and MEP services for design and plans for a new restrooms and storage / equipment room building for the park. The new building would have a smaller version than previous design, eliminate

some stalls, sinks and features. CPD staff to agree on a new preliminary layout of new restroom / storage building.

2. Work would include plans for demolition of the existing and reconstructing a new facility. Design for electrical, plumbing, heating, structural and architectural improvements are included in the work.
3. Provide specifications on plans for all work to be done as described above.

D. BIDDING PROCESS

1. Provide quantity takeoffs and bid sheets for contractors.
2. Prepare electronic versions of site engineering plans for bidding process, splash pad details, control panel and manifold details, and bid documents.
3. Review newspaper ad prepared by CPD staff and send out notification to contractors about bidding.
4. Coordinate and track plan holders, addendums, etc. Provide clarification or addendums through bidding process of project.
5. Attend bid opening for the project.
6. Provide 3 hard copy prints to successful bidder and 2 hard copies for CPD Staff of plans.
7. This proposal reflects that the CPD staff has agreed on items to revise and eliminate and there won't be a need for an extensive list of alternates beyond these two items:
 - 8' wide walks and dirt work in lieu of 6' wide walks except east walk
 - 10' wide walks and dirt work in lieu of 8' wide walks
 - Stainless Steel fixtures in lieu of porcelain fixtures
8. This proposal reflects that CPD has agreed on the new layout from WaterPlay before MSA begins work.
9. This proposal reflects that WaterPlay will provide accurate information pertaining to their equipment and setup. They will provide information in a timely fashion when requested as to not cause extensive delays or hinder the design.

CONSTRUCTION PHASE

E. CONSTRUCTION LAYOUT

1. Provide layout of construction fencing and limits of sidewalk demo.
2. Provide centerline of trailways and offset to one side with grade stakes to finish grade of pavement. Provide any small radii stakes at intersections or end of trailways.
3. Provide paving stakes on offset at all corners and perimeter of walk around restroom / storage building for finished paving.
4. Provide staking of the splash pad that will cover the following:
 - Paving stakes along perimeter and interior grades where grades are shown on plans.
 - Provide center of radii points.

- Provide center location of all features only.
 - Provide two benchmarks set outside the pad at a designated elevation to be used by the contractor to determine the pier elevation, footing elevation and finished pavement elevation of pad.
5. Provide stakes at corners of building with offsets for building in two directions at each corner. Set a finish floor hub to be used by the contractor for construction of all footings, foundations and finished floors of the building. All interior layout of plumbing to be done by contractor.
 6. Provide location of all culvert ends and sanitary sewer service with grade stakes on offset for cuts to inverts or rims.

F. INSPECTION & SITE MEETINGS

1. Meet with CPD staff or contractor on site to answer questions about construction work up to 4 times.
2. Contractor will be required to include testing and lab reports in bidding but MSA to review reports to make sure they are to specification.
3. Review any shop drawings for proposed building construction.
4. Consultation during construction to building contractors and CPD staff on building related issues.
5. Perform a final walk-thru inspection at the end of project with the CPD staff and inform the contractor of any punch list items.
6. Review any pay requests submitted by the contractor and forward to CPD staff with recommendation.
7. Review testing of water lines constructed on site but doesn't relieve the contractor of any defective work if there is a defect or leak found after testing of lines.

LUMP SUM FOR DESIGN PHASE: \$ 16,485.00

LUMP SUM FOR CONSTRUCTION PHASE: \$ 12,265.00

TOTAL LUMP SUM COST: \$ 28,750.00

The above fees are based on a one time service of items described above. Please note that there are no allowances for resetting of stakes due to weather related issues, disturbance, redesign or destruction of stakes that may arise during construction. The contractor is responsible for the protection of stakes, control points and property corners. This proposal reflects revisions and elimination of work items in the original design based on what MSA was instructed to do with the current project. No redesign or additional alternatives after the design process has begun on revising the project has been included in this proposal. These fees do include all labor, materials, insurance, travel time, calculations, supervision and quality control with the outlined items described in the above scope of work.

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

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly. The Champaign Park District will pay according to the Government Prompt Payment Act for all payments.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

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

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

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

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

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

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

9. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

10. If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

11. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

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

12. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

13. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

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

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

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

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

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

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

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

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

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

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

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

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



**CHAMPAIGN
PARK DISTRICT**

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 5, 2016

SUBJECT: Shop and Yard Expansion Design Services Proposal

Background

At the August 22, 2016 Special Meeting, three architecture firms presented qualifications for the Shop and Yard Expansion to the Board; subsequently the Shop and Yard Expansion committee gave Farnsworth Group direction to send their formal proposal to the full Board for consideration as shown in *Attachment 1*.

Prior Board Action

- July 27, 2016 Special Meeting: Board approved the FY16-17 Annual Budget, including design services for the Shop and Yard Expansion.
- September 14, 2016 Regular Meeting: Board gave staff approval to proceed with negotiating a contract with and architectural firm for development of the operations facility (Shop and Yard Expansion").

Budget Impact

The FY16-17 budget allots \$60,000 for the Shop and Yard Expansion design project within budget line 01-20-300-54214, *Architecture and Engineering Fees*.

Recommended Action

Discussion item only.

Prepared by:

Andrew Weiss
Park Planner and Landscape Architect

Reviewed by:

Kevin Crump
Director of Operations and Planning

ATTACHMENT 1



CHAMPAIGN PARK DISTRICT SHOP AND
YARD EXPANSION SD & DD

PROPOSAL FOR PROFESSIONAL DESIGN SERVICES
CHAMPAIGN, ILLINOIS

SEPTEMBER 30, 2016
REVISED: OCTOBER 5, 2016



September 30, 2016

Mr. Joe DeLuce
Executive Director
Champaign Park District
706 Kenwood Drive
Champaign, IL 61821

Re: Proposal for Professional Design Services – Shop & Yard Expansion SD & DD

Dear Mr. DeLuce:

We truly appreciate the opportunity to work with you on the Shop and Yard Expansion project in Champaign, IL. It is our goal to work with you and all the stakeholders to provide the most practical and reasonable solution for the project. We respectfully submit the following proposal for your review and approval.

PROJECT DESCRIPTION

We understand that the project consists of expanding the shop and yard area that sits directly east of the Bresnan Center. Due to the expansion of park space throughout the community and expansion of the District programs, you have outgrown the existing area. The shop and yard spaces consist of: offices, wood shops, vehicle storage, material storage, metal shop, and material storage. The expansion shall accommodate all of the existing equipment, materials, and operational requirements, but should also look toward the future for additional growth. Expansion of the shop and yard area is possible to the south, but is limited by Dexter Field. Expansion may also occur to the east on the area currently occupied by Seaman Field. If possible, some of the recreational space on the east side of Seaman Field shall be utilized for soccer and lacrosse. A neighborhood baseball backstop shall be considered in the northeast corner of this recreational field.

In addition to the building and yard expansion, there are several deficiencies with the existing site components and buildings. The existing buildings need some architectural, structural, mechanical, electrical, plumbing, and fire protection improvements. The existing site is in need of better paving, drainage, and overall site layout improvements.

Farnsworth Group will consider the relocation of Material Handling as part of the yard expansion. Special consideration shall be given to large bins for storage of materials like mulch, soil, etc. This will reduce the need for staff to travel to the north side of town to get bulk materials. If Material Handling is relocated to the shop, the area currently used for material handling will be used for storage of seasonal items such as picnic tables, etc.

The project will be divided into two design stages: schematic design (SD) and design development (DD). Within the SD stage, we will provide three alternatives and describe pros and cons of each design along with providing preliminary cost opinions. After the SD stage, the Board will select one of the options that will be developed further. In the DD stage, we will further develop the option selected by the Board and provide an opinion of cost of a level sufficient enough for a DD phase.

PROJECT CONTACT INFORMATION

Scott Burge, AIA, NCARB
Senior Project Architect
2211 West Bradley Avenue
Champaign, IL 61821
Phone: (217) 352-7408

Mike Friend, P.E.
Engineering Manager
2211 West Bradley Avenue
Champaign, IL 61821
Phone: (217) 352-7408

Architectural Design

General Project Management:

- Coordinate project team and serve as the single point-of-contact.
- Prepare the project deliverables and submit to CPD.

Schematic Design Stage:

- Attend one meeting with CPD operations staff.
- Attend one meeting with the CPD Board Committee group.
- Document the existing conditions via existing CPD documentation and field observation.
- Develop three design schemes for the shop and yard expansion and existing building renovations.
- Drawings for each of the three schemes shall include: existing floor plans, proposed floor plans, site master plan, and three-dimensional images of the site that will convey the design intent.
- Provide opinion of probable cost for all three design options.
- Present the schematic design options to the CPD Board.
- Code study.

Design Development Stage:

- Refinement of schematic design option chosen by CPD Board.
- Incorporate the comments provided by the CPD Board and Staff.
- Drawings of the selected scheme shall include: demolition floor plan(s), proposed floor plans, building elevations, building sections, wall sections, and reflected ceiling plans.

Civil Design

Schematic Design Stage:

- Code and City Ordinance study.
- Attend one meeting with CPD operations staff.
- Attend one meeting with the CPD Board Committee group.
- Perform topographic, boundary, and subsurface utility survey to document existing site conditions.
- Develop Site/Civil designs for each of the three (3) design schemes. This will include preliminary water, sewer, stormwater, and pavement designs.
- Provide review and details for incorporation into the site plan(s).
- Prepare opinion of probable cost for Site/Civil constructed components for each of the three (3) design Schemes.
- Provide support during presentation of design options to the CPD Board.

Design Development Stage:

- Refinement of schematic design option chosen by CPD Board.
- Incorporate CPD Board and Staff comments.
- Provide updated Opinion of Probable Cost.

Structural Engineering

Design Development Stage:

- It has been noted in the prior study completed by Gorski-Reifsteck that some of the existing roof structure within the shop is degrading at the bearing point. We will review this condition and offer an opinion for renovation if needed.
- Design development drawings shall include: foundation plans for building additions and standalone structures, roof structure framing plan for structures that aren't pre-engineered, and detail of any unique structural condition.

Plumbing and Mechanical Engineering

Schematic Design Stage:

- Review existing conditions drawings.
- Provide plumbing and mechanical engineering narrative for each of the three schemes.
- Plumbing and mechanical engineering cost opinion for each of the three schemes.

Design Development Stage:

- Code study.
- Refinement of schematic design option chosen by CPD Board.
- Plumbing drawings of the selected scheme shall include: demolition floor plan(s) showing water supply and sanitary sewer work, proposed floor plans showing water supply and sanitary sewer work, and fire protection criteria and general scope.

Electrical Engineering

Schematic Design Stage:

- Review existing conditions drawings.
- Provide electrical engineering narrative for each of the three schemes.
- Electrical engineering cost opinion for each of the three schemes.

Design Development Stage:

- Code study.
- Refinement of schematic design option chosen by CPD Board.
- Electrical drawings of the selected scheme shall include: demolition site plan, demolition floor plan(s) showing power supply and lighting work, proposed site plan, and proposed floor plans showing power supply and lighting.

FEE

The Scope of Professional Services described above will be completed by Farnsworth Group for the following professional fees:

Lump Sum Fee:	\$58,000
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Invoices for these professional service fees shall be billed on a lump sum basis. Mileage and printing expenses are not included in the proposed fee and should be minimal for this project. Please see attached rate sheet regarding hourly rates and material charges.

SERVICES NOT INCLUDED

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee. If you direct Farnsworth Group to provide additional services, we propose to perform the service on a time-and-expense basis in accordance with our current schedule of charges adopted at the time the service is requested and approved by the Owner:

- Land / legal fees.
- Permit applications and associated fees for the City, IEPA, and other entities.
- Detailed design computations for presentation to regulatory agencies
- Construction Documents.
- Platting and Easement documents.
- Archeological reconnaissance surveys.
- We assume that sufficient survey monuments are available on-site to determine site boundary limits. Extensive research and surveying required to locate property boundary monumentation is not included as part of this scope of work.
- Furniture, fixtures, and equipment (FF&E) design.

- Landscape Architecture.
- Arc flash study.
- Transportation Engineering.
- Environmental Engineering.
- Telecommunications design.
- Detailed fire protection design.
- Hazardous materials testing / removal.
- Geotechnical Engineering for subsurface soil investigation.
- Design of off-site: utilities, roads, and parking lots.
- Flow tests for water service.
- Site and street lighting plans.
- Commissioning services.
- LEED design services.
- Multiple revisions and changes of scope.

YOUR RESPONSIBILITIES

It will be the Owner's responsibility to provide the following:

- Gather stakeholders and facilitate meetings between stakeholders and FGI.
- Access to the site.
- Timely feedback to questions during the design process.
- Provide access to drawings or other documentation showing existing conditions.
- Feedback on conceptual designs.

PROJECT SCHEDULE AND TIMING

Upon your notice to proceed, we are prepared to begin work on this project within one week. We propose the following dates as milestones:

CPD Board Discussion of FGI Proposal	10/12/16
CPD Board Approval of FGI Proposal	10/26/16
CPD Operations Staff Meeting:	10/27/16
CPD Board Committee Meeting:	11/03/16
Schematic Design:	10/26/16 through 12/14/16
Presentation to CPD Board:	12/14/16
Design Development:	12/14/16 through 01/11/16
Final Recommendation to CPD Board	01/11/16

AGREEMENT

Enclosed with this letter is a copy of our "General Conditions Professional Services Agreement". Please review this material and feel free to contact me for any clarification. We propose this letter and the attached General Conditions represent the Agreement between you and Farnsworth Group, Inc. Please acknowledge your acceptance of this proposal by signing both copies and returning them to my attention. Upon receipt, FGI will then execute both copies and return one to you for your records.

Thank you again for this opportunity to continue to work with you. Please call me at (217) 352-7408, if you have any questions about this proposal.

Yours Truly,

FARNSWORTH GROUP, INC.



Scott Burge, AIA, NCARB, LEED AP
Architect

Attachments: FGI General Conditions
Hourly Staff Rates

If this proposal is acceptable as presented herein, please sign and date below accordingly.

CHAMPAIGN PARK DISTRICT

FARNSWORTH GROUP, INC.

Authorized Signature

Authorized Signature

Printed name & title

Printed name & title

Date

Date

Date: September 30, 2016

Client: Champaign Park District

Project: Shop and Yard Expansion SD & DD

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

Modification to the Agreement: CLIENT or FARNSWORTH GROUP may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH GROUP's compensation, to which CLIENT and FARNSWORTH GROUP mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the

number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP.

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the

Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

Contingency Fund: CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of PROJECT. CLIENT

agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering utilities or other man-made objects that were not called to FARNSWORTH GROUP's attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time

spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental

Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



Schedule of Charges - January 1, 2016

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 67.00
Engineering Intern I	\$ 105.00
Engineering Intern II	\$ 115.00
Engineer/Land Surveyor.....	\$ 126.00
Senior Engineer/Senior Land Surveyor.....	\$ 132.00
Project Engineer/Project Land Surveyor	\$ 145.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 162.00
Engineering Manager/Land Surveying Manager.....	\$ 181.00
Senior Engineering Manager/Senior Land Surveying Manager.....	\$ 192.00
Principal/Vice President.....	\$ 199.00

Technical Staff	
Technician I	\$ 69.00
Technician II	\$ 92.00
Senior Technician.....	\$ 102.00
Chief Technician.....	\$ 117.00
Designer/Computer Specialist/Lead Technician	\$ 127.00
Senior Designer.....	\$ 132.00
Project Designer/Project Technician	\$ 140.00
Senior Project Designer/Systems Integration Manager	\$ 158.00
Design Manager/Government Affairs Manager.....	\$ 170.00
Technical Manager.....	\$ 179.00
Senior Technical Manager.....	\$ 192.00

Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	\$ 95.00
Senior Interior Designer/Designer II	\$ 105.00
Architect/Designer III/Project Coordinator	\$ 119.00
Senior Architect/Senior Project Coordinator.....	\$ 127.00
Project Architect/Project Manager.....	\$ 138.00
Senior Project Architect/Senior Project Manager.....	\$ 152.00
Architectural Manager.....	\$ 162.00
Senior Architectural Manager.....	\$ 170.00
Principal – Architecture.....	\$ 193.00

Units	
Overtime, If Required by Client – Non-Exempt Employees Only.....	1.25xbilling rate
Expert Testimony.....	2xbilling rate
Per diem	\$51.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	\$0.57/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2017 UNLESS NOTIFIED