



**CHAMPAIGN
PARK DISTRICT**

**AGENDA
PUBLIC HEARING FOLLOWED BY REGULAR BOARD MEETING
BRESNAN MEETING CENTER
706 Kenwood Road, Champaign, Illinois
Wednesday, November 8, 2017
7:00 p.m.**

PUBLIC HEARING

A. OPEN PUBLIC HEARING

The Public Hearing is to receive comments on the proposed Property Tax Levy for the year commencing May 1, 2018 and ending April 30, 2019. A notice of the proposed 2018-2019 Tax Levy was published in *The News-Gazette* on November 1, 2017 in compliance with State Statute.

B. PUBLIC COMMENTS REGARDING TAX LEVY

C. CLOSE THE PUBLIC HEARING

REGULAR BOARD MEETING

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 October 2017

E. EXECUTIVE DIRECTOR'S REPORT

1. Volunteer of the Month
2. Project Updates
3. General Announcements

F. COMMITTEE REPORTS

1. Champaign Parks Foundation

G. REPORT OF OFFICERS

1. Attorney's Report
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 Public Hearing and the Regular Board Meeting, October 11, 2017
2. Approval of Minutes of the Executive Session, October 11, 2017

I. NEW BUSINESS

1. Approval of Disbursements as of October 11, 2017
Staff recommends approval of disbursements for the period beginning October 11, 2017 and ending November 7, 2017. **(ROLL CALL VOTE REQUIRED)**
2. Approval to Pay Off 2017 Bond Issue
Staff recommends that the Board approve payment of the 2017 bond issue in the amount of \$1,111,702.64 due by November 30, 2017.
3. Approval of a Bid for General Obligation Bonds
Staff recommends that the Board accept the low bid from Commerce Bank for the annual \$1,123,500 General Obligation Bond issue.
4. Approval of Adoption of Ordinance No 626: Bond Ordinance
Staff recommends adoption of Ordinance No. 626: An Ordinance authorizing the issuance of General Obligation Park Limited Bonds, Series 2017, of the Champaign Park District, Champaign County, Illinois, and providing the details of such Bonds and for the levy of direct annual taxes to pay such bonds, and related matters. **(ROLL CALL VOTE REQUIRED)**
5. Approval of Adoption of Ordinance No. 627: Tax Levy Ordinance
Staff recommends adoption of Ordinance No. 627: An Ordinance to Levy Property Taxes in the amount of \$12,920,331 for fiscal year beginning May 1, 2018 and ending April 30, 2019. **(ROLL CALL VOTE REQUIRED)**
6. Approval of an Extension of Agreement with Carle Foundation for Parking at Tennis Center
Staff recommends that the Board approve renewing the License Agreement with The Carle Foundation for parking spaces adjacent to the Dodds Tennis Center for a seven (7) month term commencing December 1, 2017 and expiring June 30, 2018.
7. Approval of a Contract with RATIO Architects, Inc. Regarding Human Kinetics Park
Staff recommends approval of an Agreement between the Park District and Ratio Architects to development schematic designs for the Martens Center at Human Kinetics Park.
8. Approval of Flower Island Fee Increase
Staff recommends Option 1, raising the Flower Island Program fee to \$11.10 per ft² to \$12.00 per ft² (an approximate 8% increase) for the 2018 season, increase to \$12.96 for the 2019 season, and increase to \$14.00 for the 2020 season.

J. OLD BUSINESS

K. DISCUSSION ITEMS

1. Day Camp Report
2. Taste of Champaign-Urbana Report

L. COMMENTS FROM COMMISSIONERS

M. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(1) for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body; (c)(3) the selection of a person to fill a public office; (c)(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired; (c)(6) 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.

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.

N. RETURN TO REGULAR MEETING

O. EXECUTION SESSION ACTION ITEMS

1. Approval of a Memorandum of Understanding regarding Spalding Park

P. ADJOURN

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

October 11, 2017

PUBLIC HEARING

The Champaign Park District Board of Commissioners held a Public Hearing on Wednesday, October 11, 2017 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Hays presided over the hearing.

Present: President Craig Hays, Vice President Timothy P. McMahon, Commissioners Barbara Kuhl, Jane L. Solon, and Kevin Miller, Treasurer Gary Wackerlin and Attorney Guy Hall.

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Dan Olson, Director of Operations, Andrew Weiss, Director of Planning, Tammy Hoggatt, Director of Human Resources, Steven Bentz, Director of the Virginia Theatre, and Ashley Sims, Volunteer Coordinator.

Tim Mitchell, reporter with *The News-Gazette* and other staff were in attendance as well as members of the public were in attendance.

Open the Public Hearing

President Hays opened the Public Hearing at 7:00 p.m. He stated the purpose of the Public Hearing was to discuss and receive comments on the intent to issue \$1,123,500 in General Obligation Bonds. He reported a notice of Public Hearing was published in *The News-Gazette* on October 2, 2017.

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

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

REGULAR BOARD MEETING

The Champaign Park District Board of Commissioners held a Regular Board Meeting on Wednesday, October 11, 2017 immediately following the Public Hearing at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President Hays presided over the meeting.

The Commissioners, Officers, staff and public present at the Public Hearing were in attendance at the Regular Meeting.

Call to Order

President Hays called the meeting to order at 7:03 p.m.

Presentations

Audit

Hope Wheeler, CPA, Principal with CliftonLarsonAllen, presented the audit. She highlighted areas of the Governance Letter. Ms. Wheeler discussed two new GASB standards that were implemented. Ms. Wheeler highlighted the Management Letter and the Financial Statement. She reported that the Park District received an unmodified (clean) opinion. She reviewed other areas of the financial statement.

The Board thanked Ms. Wheeler for the presentation.

Heritage Park Project

This item will be presented at a future Board meeting.

Comments from the Public

There were no comments from the public.

Communications

President Hays circulated the communications.

Treasurer's Report

Treasurer Wackerlin reviewed the Treasurer's Report for the month of September 2017 and found it to be in appropriate order.

Commissioner Solon made a motion to accept the Treasurer's Report for the month of September 2017. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Executive Director's Report

Volunteer of the Month

Ashley Sims reported that JD Knight and his nephew Walt Lunsford were chosen as September Volunteers of the Month. They were chosen for taking the time to show their support for the Champaign Park District and helping to spread the word about its amazing parks by participating in the Bucket List Challenge. JD and Walt were presented with a Certificate of Appreciation and a bag of goodies.

Project Updates

Mr. DeLuce distributed a list of project updates to the Board. He asked the Board members to let him know if they have any questions regarding the projects.

General Announcements

Mr. DeLuce introduced Dan Olson, the new Director of Operations. He reported that *Hocus Pocus* was held on October 7, 2017 at the Virginia Theatre and attracted over 1,200 participants. Mr. DeLuce also reported that Flannel Fest was held at Hessel Park on October 7, 2017 and was well attended.

Committee and Liaison Reports

Champaign Parks Foundation

President Hays reported that the Foundation Board did not meet due to lack of a quorum.

Report of Officers

Attorney's Report

None.

President's Report

None.

Consent Agenda

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 regarding any item, that item shall be removed and discussed separately.

1. Approval of Minutes of the Regular Board Meeting, September 13, 2017
2. Approval of Minutes of the Executive Session, September 13, 2017
3. Approval of Minutes of the Special Meeting, September 27, 2017
4. Approval of Board Policy Manual

Commissioner Solon made a motion to approve the Consent Agenda Items. The motion was seconded by Commissioner Miller. After brief discussion the motion was voted upon. The motion passed 5-0.

New Business

Approval of Disbursements as of September 13, 2017

Vice President McMahon made a motion to approve the list of disbursements for the period beginning September 13, 2017 and ending October 10, 2017. The motion was seconded by Commissioner Miller. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes; Vice President McMahon – yes; President Hays – yes; and Commissioner Kuhl – yes.

Acceptance of FY16-17 Audit

Ms. Wallace presented the report. Discussion ensued.

Commissioner Kuhl made a motion to accept the FY16-17 audit as presented. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval to Solicit Bids for Issuance of General Obligation Bonds

Ms. Wallace presented the report. She reported that this is an annual procedure.

Commissioner Solon made a motion to approve and confirm authorizing the Treasurer to solicit bids for the issuance of \$1,123,500 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 13, 2017. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of a Resolution Estimating Taxes to be Levied for Fiscal Year19

Ms. Wallace presented the report. She reported that the Board is required to pass a resolution setting the tax levy for the following fiscal year (FY) 2019. Afterwards, the staff will publish the Truth in Taxation notice, if required. She also reported that the Park District needs to hold a public hearing on its intent to adopt such an increased tax levy at the November Regular Board meeting. Discussion ensued regarding the estimated increase in the EAV and the total estimated tax levy.

Commissioner Solon made a motion to approve a Resolution setting the tax levy for fiscal year beginning May 1, 2018 and ending April 30, 2019 at \$12,920,331 with a rate not to exceed .7149, and scheduling a public hearing on the Tax Levy Ordinance for Wednesday, November 8, 2017 at 7:00 p.m. at the Bresnan Meeting Center as required by the Truth in Taxation Act. The motion was seconded by Vice President McMahon. The motion passed 5-0.

Approval of the Change Orders 3, 4 and 5 to the Hessel Park Project

Mr. Weiss presented the report. He updated the Board on Change Orders 3, 4 and 5. Discussion ensued about the reasons for Change Orders 3 and 4.

Commissioner Kuhl made a motion to approve a resolution to approve Change Orders 3, 4 and 5 as they were not reasonably foreseeable at the time of the original Hessel Park Splashpad and Restroom Redesign contract, are germane to the original contract as signed, and are in the best interest of the Park District as authorized by law. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of Bid for Janitorial Services at the Virginia Theatre

Mr. Bentz presented the reported. He discussed the bid process and reported that two bids were received for janitorial services at the Virginia Theatre. Mr. Bentz responded to questions by the Board.

Commissioner Solon made a motion to approve accepting and authorizing the Executive Director to enter into a contract with the lowest responsible bidder, ServiceMaster Janitorial Cleaning, Champaign, IL, at the hourly rate of \$20.15 to provide cleaning services at the Virginia Theatre for two (2) years with the option to renew for one (1) additional year. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of a Bid for Replacement of Springer Cultural Center Roof
Mr. Olson presented the report.

Commissioner Kuhl made a motion to approve accepting the lowest responsible base bid for replacement of the Springer Cultural Center roof from Top Quality Roofing Company, in the amount of \$356,700, and authorizing the Executive Director to enter into a contract for the work. The motion was seconded by Commissioner Solon. The motion passed 5-0.

Approval of an Amendment to a Tuition Assistance Reimbursement Agreement

Ms. Hoggatt presented the report. Discussion ensued about the number of hours required to receive a certificate in the HVAC program and that the program books become the property of the Park District.

This item was tabled until a future meeting.

Old Business

None.

Discussion Items

Boys and Girls Club Memorandum of Understanding

Mr. DeLuce presented the Board with a draft of a Memorandum of Understanding with the Don Moyer Boys and Girls Club regarding the proposed Martens Center at Human Kinetics Park. He reported that staff is seeking feedback and direction on the proposed MOU. Mr. DeLuce stated that once the MOU is finalized, it will be presented to the Board at a future meeting for approval. Discussion ensued.

Virginia Theatre Proposed Shows

Mr. Bentz presented the report. He indicated that the Park District has the opportunity to possibly self-produce two artist performances at the Virginia Theatre. Mr. Bentz stated that staff is seeking Board feedback on staff's request to supplement the Virginia Theatre "House" performance budget to make offers to the artists. Discussion ensued about the artists, the amounts to secure the artists, possible revenues and expenditures, and how to supplement the performance budget. It was the consensus of the Board that Ms. Wallace research the method for budgetary adjustments to enable the performances to proceed.

Comments from Commissioners

Commissioner Solon reported that she attended Flannel Fest and that it was well attended. She thanked the staff for holding a contractor accountable on warranty for a project.

Commissioner Miller thanked the Park District department heads for meeting with him. He commented on making it an annual occurrence.

President Hays stated that he enjoyed ZZ Top's performance on September 12, 2017 at the Virginia Theatre. He stated that he will attend the Kansas performance on October 13, 2017. President Hays also echoed Commissioner Solon's comments about staff holding the contractor accountable.

Executive Session

Commissioner Solon moved on the bases set forth below to convene into Executive Session. The motion was seconded by Vice President McMahon. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes; Vice President McMahon – yes; President Hays – yes; and Commissioner Kuhl. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(1) for the discussion of the appointment, employment,

compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body; (c)(3) the selection of a person to fill a public office; (c)(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired; (c)(6) the setting of a price for sale or lease of property owned by the public body; and (c)(11) to address litigation affecting or on behalf of the particular body that is pending, probable or imminent.

Return to Regular Meeting

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

Action Items from Executive Session

Commissioner Solon made a motion to approve a resolution to sell lots in The Trails of Abbey Fields Subdivision. The motion was seconded by Commissioner Miller. The motion passed 5-0.

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 Miller. The motion passed 5-0 and the meeting was adjourned at 8:31 p.m.

Craig W. Hays, President

Cindy Harvey, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 2, 2017

SUBJECT: Approval to pay off 2016 General Obligation Bond

Background

The annual general obligation (GO) bond is issued annually with the payment due in lump sum with interest on November 30. Interest due for the 2016 GO bond is \$11,302.64 which is \$3,489 more than in the prior year.

Prior Board Action

Board approved the 2016 bond issue on November 9, 2016 in the amount of \$1,100,400 plus interest at 1.03%.

Budget Impact

The bond payment plus interest is included in the FY18 budget and will be paid out of property tax revenues.

Recommended Action

Staff recommends that the Board approve payment of \$1,111,702.64 to Commerce Bank to pay off the 2016 bond issue. The payment for the \$1,100,400 bond issue plus interest is due no later than November 30, 2017.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 2, 2017

SUBJECT: Approval to Accept Bid for Purchase of 2017 General Obligation Bond

Background

As directed by the Board of Commissioners at the October 11, 2017 meeting, bids were solicited from seventeen local banks on October 12, 2017. Bids were due no later than 2:00 p.m. CST on October 31, 2017. The prior year GO Bond (2016) was awarded to Commerce Bank at an interest rate of 1.03%.

Bid Results

Bids were received from four (4) local banks for the purchase of \$1,123,500 General Obligation Bonds. The results are as follows:

Bank	Interest Rate	Serve as Bond Registrar	If Yes, Fee Charged
Commerce Bank	1.37%	Yes	\$ -
Central Illinois Bank	1.55%	Yes	\$ -
Illinois National Bank	1.60%	Yes	\$ -
Busey Bank	1.75%	Yes	\$ -

It should be noted for disclosure purposes that while the bid letter signed by Illinois National Bank is by a member of the Champaign Parks Foundation board of directors, no conflict of interest exists as this member does not have any influence over the Park District Board of Commissioners on this matter.

Prior Board Action

September 13, 2017 – Board set the date for the public hearing and approved a resolution noting the intent to issue.

October 11, 2017 – Board authorized the Treasurer to solicit bids.

Budget Impact

The legal fees and interest related to the 2017 bond issue is included in the FY18 budgeted expenditures.

Recommended Action

Staff recommends that the Board accept the lowest responsible bid from Commerce Bank of 1.37% for the \$1,123,500 bond issue and to act as the bond registrar at no additional fee.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director

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



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 2, 2017

SUBJECT: Adoption of Ordinance No. 626: An Ordinance Authorizing the Issuance of General Obligation Park Limited Bonds, Series 2017, of the Champaign Park District, Champaign County, Illinois and Providing the Details of Such Bonds and For the Levy of Direct Annual Taxes to Pay Such Bonds, and Related Matters

Background

Each year the Champaign Park District issues General Obligation Bonds in order to fund necessary improvements and repairs to Park District property and to make the payment of debt service on outstanding alternate revenue bonds issued to build Sholem Aquatic Center. Last year the Board authorized the issuance of \$1,100,400 of General Obligation Bonds. CPI increased 2.1% allowing the Park District the authority to add that percent to the \$1,100,400, increasing the new bond issue to \$1,123,500. As a reminder, the interest rate for the current bond issue was 1.03%.

Prior Board Action

On September 13, 2017, the Board approved a resolution stating the Park District's need and intent to issue \$1,123,500 of General Obligation Bonds for FY18 and approved a resolution setting the public hearing for October 11, 2017.

Budget Impact

The GO Bond issuance has been included in the FY18 budget for payment on the alternate revenue bonds as well as capital improvement purchases.

Recommended Action

Staff recommends adoption of Ordinance No. 626: An Ordinance authorizing the issuance of General Obligation Park Limited Bonds, Series 2017, of the Champaign Park District, Champaign County, Illinois, and providing the details of such Bonds and for the levy of direct annual taxes to pay such bonds, and related matters.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director

ORDINANCE NO. 626

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PARK LIMITED BONDS, SERIES 2017, OF THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH BONDS AND FOR THE LEVY OF DIRECT ANNUAL TAXES TO PAY SUCH BONDS, AND RELATED MATTERS

WHEREAS, the Board of Park Commissioners (sometimes herein, the “Corporate Authorities”) of the Champaign Park District, in Champaign County, Illinois (the “Issuer”), has determined that it is advisable, necessary and in the Issuer’s best interests to provide for the maintenance, improvements, and protection of lands, buildings and parks, including land acquisition and related design, facilities, improvements and costs (also including related costs and expenses and the payment of debt service (i.e., the “Refunding”) on certain outstanding obligations, the “Project”); and

WHEREAS, the Issuer is a park district and special district under the provisions of Section 8 of Article VII (Local Government) of the Constitution of the State of Illinois and has the applicable authority under The Park District Code (Section 1205/1-1 *et seq.* of Chapter 70 of the Illinois Compiled Statutes, as supplemented and amended, including by the Registered Bond Act, the Bond Replacement Act, the Bond Authorization Act, and the Local Government Debt Reform Act (including particularly, but without limitation, Section 15.01 concerning “Limited Bonds”), collectively, the “Act”); and

WHEREAS, pursuant to and in accordance with the Act and this ordinance, the Issuer is authorized to issue its General Obligation Park Limited Bonds, Series 2017, up to the aggregate principal amount of \$1,123,500 (the “Bonds”) for the purpose of providing funds to pay the costs of the Project and related costs and expenses; and

WHEREAS, the Bonds so authorized shall be issued as “limited bonds” under the provisions of Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, 30 ILCS 350/15.01, as amended (the “Debt Reform Act”), and as such it is not necessary to submit the proposition of the issuance of the Bonds to the voters of the Issuer for approval; and

WHEREAS, pursuant to and in accordance with the Bond Issue Notification Act, with the required notice having been duly published on October 2, 2017 in *The News-Gazette*, the Issuer on October 11, 2017 held, conducted and concluded the required public hearing; and

WHEREAS, pursuant to arrangements made on behalf of the Issuer, Commerce Bank, Champaign, Illinois (including its assigns, the “**Purchaser**”) in response to the Issuer’s request for proposals has agreed by a letter term sheet (the “**Purchase Agreement**”) to purchase the Bonds; and

WHEREAS, for convenience of reference only this ordinance is divided into numbered sections with headings, which shall not define or limit the provisions hereof, as follows:

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NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the Act for the purpose of financing the Project.

Section 2. Authorization and Terms of Bonds. For the purposes described above in Section 1, there is hereby allocated the sum of \$1,123,500, to be derived from the proceeds of the Bonds. For such purposes, Bonds of the Issuer shall be issued and sold in an aggregate principal amount of not to exceed \$1,123,500, shall each be designated “**General Obligation Park Limited Bonds, Series 2017**”, and shall be issuable in the denominations of \$500.00 each or any authorized integral multiple thereof. The Bonds shall be numbered consecutively from 1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of the Bonds.

Unless otherwise determined in an order to authenticate the Bonds, not inconsistent herewith, each Bond shall be dated as of the date of issuance thereof. The Bonds shall mature in the principal amount on November 30 in the year and bear interest at the rate percent per annum, as follows:

<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Interest Rate (%)</u>
2018	1,123,500	1.37

Each Bond shall bear interest from its date, or from the most recent interest payment date to which interest has been paid, computed on the basis of a 360-day year consisting of twelve 30-day months, and payable in lawful money of the United States of America at maturity on November 30, 2018, at the rate percent per annum above set forth. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the office of Commerce Bank, Champaign, Illinois, the Paying Agent for the Bonds (including its successors, the **“Paying Agent”**). Interest on the Bonds shall be payable on each interest payment date to the registered owners of record appearing on the registration books maintained by Commerce Bank, through its designated office in Champaign, Illinois, the Bond Registrar on behalf of the Issuer for such purpose (including its successors, the **“Bond Registrar”**), as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month of the interest payment date. Interest on the Bonds shall be paid by check or draft mailed to such registered owners at their addresses appearing on the registration books therefor. The Bond Registrar shall not be required to transfer or exchange any Bond during a period commencing the fifteenth (15th) day next preceding each interest payment date and ending on such interest payment date.

The Bonds shall not be subject to optional call for redemption prior to their stated maturities.

The Bonds shall have such terms and provisions supplemental to, in addition to or modified and revised with respect to, those as provided herein, as long as the aggregate principal amount of the Bonds does not exceed \$1,123,500 and the tax levies in Section 9 are not exceeded, as may be set forth in a Bond Order. For purposes of the foregoing and otherwise in this ordinance, the term **“Bond Order”** shall mean a certificate signed by the President and attested by the Secretary and under the seal of the Issuer, setting forth and specifying details of the Bonds, including but not limited to, as the case may be, identification of the Bond Registrar and Paying Agent and Bond purchaser or purchasers (each a **“Purchaser”**), final rates, optional and mandatory call provisions, insurance provisions and the final maturity schedule. The Bonds shall be conformed to any Bond Order.

Section 3. Sale and Delivery. All acts and things done by officers of the Issuer in connection with the sale of the Bonds shall be and they are hereby in all respects ratified, confirmed and approved. The sale of the Bonds to Commerce Bank, Champaign, Illinois, as the Purchaser shall be and is hereby authorized and approved.

The President, Secretary, Treasurer and other officials of the Issuer are hereby authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the Issuer each and every thing necessary for the issuance of the Bonds, including the due and proper execution, delivery and performance of this ordinance, the Purchase Agreement and all related and incidental agreements, certificates, receipts and opinions, upon payment of the full purchase price of the Bonds, an amount equal to 100% of par.

Section 4. Execution and Authentication. Each Bond shall be executed in the name of the Issuer by the manual or authorized facsimile signature of its President and the corporate seal of the Issuer, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of its Secretary and countersigned by the manual or authorized facsimile signature of its Treasurer.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bond shall cease to hold such office before the issuance of such Bond, such Bond shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Bond had not ceased to hold such office. Any Bond may be signed, sealed or attested on behalf of the Issuer by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not hold such office. No recourse shall be had for the payment of any Bonds against the President or any member of the Corporate Authorities or any officer or employee of the Issuer (past, present or future) who executes the Bonds, or on any other basis.

Each Bond shall bear thereon a certificate of authentication executed manually by the Bond Registrar. No Bond shall be entitled to any right or benefit under this ordinance or shall be valid or obligatory of any purpose until such certificate of authentication shall have been duly executed by the Bond Registrar. Such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5. Transfer, Exchange and Registration. The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein. Each Bond shall be transferable only upon the registration books maintained by the Bond Registrar on behalf of the Issuer for that purpose at the principal corporate trust office of the Bond Registrar, by the registered owner thereof in person or by such registered owner's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar and duly executed by the registered owner or such registered owner's duly authorized attorney. Upon the surrender for transfer of any such Bond, the Issuer shall execute and the Bond Registrar shall authenticate and deliver a new Bond or Bonds registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered Bond. Bonds, upon surrender thereof at the office of the Bond Registrar, with a written instrument satisfactory to the Bond Registrar, duly executed by the registered owner or

such registered owner's attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Bonds of the same maturity and interest rate and of the denominations of \$500.00 each or any authorized integral multiple thereof, less previous retirements.

For every such exchange or registration of transfer of Bonds, the Issuer or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Bonds.

The Issuer, the Bond Registrar and the Paying Agent may deem and treat the person in whose name any Bond shall be registered upon the registration books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Bond Registrar or the Paying Agent shall be affected by any notice to the contrary.

Section 6. Bond Registrar and Paying Agent. The Issuer covenants that it shall at all times retain a Bond Registrar and Paying Agent with respect to the Bonds and shall cause to be maintained at the corporate trust office of the Bond Registrar a place where Bonds may be presented for registration of transfer or exchange, that it will maintain at the designated corporate trust office of the Paying Agent a place where Bonds may be presented for payment, that it shall require that the Bond Registrar maintain proper registration books and that it shall require the Bond Registrar and Paying Agent to perform the other duties and obligations imposed upon them by this ordinance in a manner consistent with the standards, customs and practices concerning municipal securities. The Issuer may enter into appropriate agreements with the Registrar and Paying Agent in connection with the foregoing, including as follows (in any event (a) - (e) below shall apply to the Bond Registrar and Paying Agent):

(a) to act as Bond Registrar, authenticating agent, Paying Agent and transfer agent as provided herein;

(b) to maintain a list of registered owners of Bonds as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;

(c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(d) to furnish the Issuer at least annually upon request a certificate with respect to Bonds cancelled and/or destroyed; and

(e) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The Bond Registrar and Paying Agent shall signify their acceptances of the duties and obligations imposed upon them by this ordinance. The Bond Registrar by executing the certificate of authentication on any Bond shall be deemed to have certified to the Issuer that it has all requisite power to accept, and has accepted, such duties and obligations not only with respect to the Bond so authenticated but with respect to all of the Bonds. The Bond Registrar and Paying Agent are the agents of the Issuer for such purposes and shall not be liable in connection with the performance of their respective duties, except for their own negligence or default. The Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on the Bonds.

The Issuer may remove the Bond Registrar or Paying Agent at any time. In case at any time the Bond Registrar or Paying Agent shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Bond Registrar, or of its property, shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or Paying Agent or of their respective properties or affairs, the Issuer covenants and agrees that it will thereupon appoint a successor Bond Registrar or Paying Agent, as the case may be. The Issuer shall mail or cause to be mailed notice of any such appointment made by it to each registered owner of Bonds within twenty (20) days after such appointment. Any Bond Registrar or Paying Agent appointed under the provisions of this Section 6 shall be a bank, trust company, national banking association or other qualified professional with respect to such matters, maintaining its office in the State of Illinois.

Section 7. General Obligations/Limited Tax Bonds. The Bonds shall be issued as “**limited bonds**” under the Act. The full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. The Bonds shall be direct and general obligations of the Issuer, and the Issuer shall be obligated to levy ad valorem taxes upon all the taxable property in the Champaign Park District for the payment of the Bonds and the interest thereon, without limitation as to rate but limited as to amount. Although this Bond constitutes a general obligation of the Issuer and no limit exists on the rate of such direct annual tax, the amount of such tax is limited by the provisions of the Property Tax Extension Limitation Law of the State of Illinois, as amended (the “**Law**”). The Law provides that the annual amount of the taxes to be extended to pay the issue of Bonds of which this Bond is one and all other limited bonds (as defined in the Local Government Debt Reform Act of the State of Illinois, as amended) hereafter issued by the Issuer shall not exceed the debt service extension base (as defined in the Law) of the Issuer (the “**Base**”) less the amount extended to pay certain other referendum bonds heretofore and hereafter issued by the Issuer, as more fully described in the proceedings of the Issuer providing for the issue of this Bond. The Issuer is authorized to issue from time to time additional limited bonds payable from the Base and additional referendum bonds payable from property taxes unlimited as to rate or amount, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Issuer’s limited bonds.

Notwithstanding any other provision of this ordinance, the annual amount of the taxes to be extended by the County Clerk to pay the Bonds and all other limited bonds (as defined in the Debt Reform Act) hereafter issued by the Issuer shall not exceed the Base of the Issuer, based upon the Issuer's 1996 levies for its General Obligation Park Bonds, Series 1993 (\$536,985), 1995 (\$97,600) and 1996 (\$364,000), with "cpi" adjustments. No limit, however, exists on the rate of the direct annual tax levied herein, and the Bonds shall constitute a general obligation of the Issuer.

Section 8. Form of Bonds. Subject to the Purchaser accepting typewritten Bonds, as hereby provided, the Bonds shall be issued as fully registered Bonds conforming to the industry customs and practices of printing, including part on the front and part on the reverse of the certificates, as appropriate, the blanks to be appropriately completed when the Bonds are delivered; and the Bonds shall be prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute and, with appropriate insertions and modifications, including in respect of the Policy and the Insurer, shall be in substantially the form, as follows (CUSIPs optional):

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UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF CHAMPAIGN
CHAMPAIGN PARK DISTRICT
GENERAL OBLIGATION PARK LIMITED BOND
SERIES 2017

REGISTERED NO. _____

REGISTERED \$ _____

INTEREST RATE:

MATURITY DATE:

DATED DATE:

CUSIP:

Registered Owner:

Principal Amount:

KNOW ALL BY THESE PRESENTS that the Champaign Park District, a general park district situated in The County of Champaign, in the State of Illinois (the “**Issuer**”), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, and to pay interest on such Principal Amount from the later of the Dated Date hereof or the most recent interest payment date to which interest has been paid, as the case may be, at the Interest Rate per annum set forth above, computed on the basis of a 360-day year consisting of twelve 30-day months and payable in lawful money of the United States of America on November 30, 2018, by check or draft mailed to the Registered Owner of record hereof as of the fifteenth (15th) day (whether or not a business day) of the calendar month of such interest payment date, at the address of such Registered Owner appearing on the registration books maintained for such purpose at the designated office of Commerce Bank, in Champaign, Illinois, as Bond Registrar (including its successors, the “**Bond Registrar**”). This Bond, as to principal and premium, if any, when due, will be payable in lawful money of the United States of America upon presentation and surrender of this Bond at the payment office of Commerce Bank, through its designated office in Champaign, Illinois, as Paying Agent (including its successors, the “**Paying Agent**”). The full faith and credit of the Issuer, including the power to levy taxes without limit as to rate but limited as to amount as “**limited bonds**” under Section 15.01 of the Local Government Debt Reform Act, are irrevocably pledged for the punctual payment of the principal of and interest on this Bond according to its terms.

This Bond is issued in the aggregate principal amount of \$1,123,500, which is authorized and issued under and pursuant to the Constitution and laws of the State of Illinois and pursuant to and in accordance with an authorizing ordinance adopted by the Board of Park Commissioners of the Issuer on November 8, 2017, and entitled: “An Ordinance Authorizing the Issuance of General Obligation Park Limited Bonds, Series 2017, of the Champaign Park District, Champaign County, Illinois, and Providing the Details of Such Bonds and for the Levy of Direct Annual Taxes To Pay Such Bonds, and Related Matters”. The Bonds are issued to finance the building, maintaining, improving and protecting the Issuer’s parks and boulevards and to pay debt service on certain outstanding obligations, and related costs and expenses.

The Bonds are not subject to optional redemption prior to their stated maturities.

This Bond is transferable only upon the registration books therefor by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender hereof at the office of the Bond Registrar in Champaign, Illinois, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or by such Registered Owner's duly authorized attorney, and thereupon a new registered Bond or Bonds, in the authorized denominations of \$500.00 or any authorized integral multiple thereof and of the same aggregate principal amount as this Bond, shall be issued to the transferee in exchange therefor. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of any authorized denomination.

The Bond Registrar shall not be required to exchange or transfer any Bond during the period from the fifteenth (15th) day preceding the interest payment date and ending on such interest payment date. The Issuer or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this Bond. No other charge shall be made for the privilege of making such transfer or exchange.

The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, premium, if any, and interest due hereon and for all other purposes whatsoever, and all such payments so made to such Registered Owner or upon such Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Bond Registrar or the Paying Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of any Bonds against the President, any member of the Board of Park Commissioners or any other officer or employee of the Issuer (past, present or future) who executes any Bonds, or on any other basis. The Issuer may remove the Bond Registrar or Paying Agent at any time and for any reason and appoint a successor.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

The Issuer has designated the Bonds as **“qualified tax-exempt obligations”** under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Bond in order to make it a legal, valid and binding general obligation of the Issuer have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of Bonds of which this Bond is one, together with all other indebtedness of the Issuer, is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, the Champaign Park District, in Champaign County, Illinois, by its Board of Park Commissioners has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its President, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Secretary and countersigned by the manual or facsimile signature of its Treasurer, all as of the Dated Date set forth above.

CHAMPAIGN PARK DISTRICT

(SEAL)

Attest:

President

Secretary

Countersigned:

Treasurer

CERTIFICATE OF AUTHENTICATION

Dated: _____

This Bond is one of the General Obligation Park Limited Bonds, Series 2017, described in the within mentioned ordinance.

COMMERCE BANK,
Champaign, Illinois, as Bond Registrar

By _____
Authorized Signer

Bond Registrar Commerce Bank
and Paying Agent: Champaign, Illinois

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto _____

_____ [Name, Address and Tax Identification Number of Assignee]
the within Bond and hereby irrevocably constitutes and appoints _____
_____ attorney to transfer the within Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated _____
_____ Signature

Signature Guarantee:

Notice: The signature on this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. Levy and Extension of Taxes. For the purpose of providing the money required to pay the interest on the Bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature, there shall be levied upon all the taxable property within the Champaign Park District, Champaign County, Illinois, in each year while any of the Bonds shall be outstanding, a direct annual tax for the year 2017 sufficient for that purpose, in addition to all other taxes, and in the amount for such year, as follows:

<u>For the Year</u>	<u>A Tax Sufficient to Produce the Sum of (\$):</u>
2017	1,138,850 for interest and principal

Interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when such taxes shall have been collected, reimbursement shall be made to such fund or funds from which such advance was made in the amounts thus advanced.

After this ordinance becomes effective and before the issuance under this ordinance of any Bonds, a copy hereof certified by the Secretary, which certificate shall recite that this ordinance has been duly adopted, shall be filed with the County Clerk of Champaign County, Illinois, who is hereby directed to ascertain the rate per cent required to produce the aggregate tax hereinabove provided to be levied for the year 2017 and to extend the same for collection on the tax books in connection with other taxes levied in such year in and by the Issuer for general corporate purposes of the Issuer, and in such year such annual tax shall be levied and collected in like manner as taxes for general corporate purposes for such year are levied and collected and, when collected, such taxes shall be used solely for the purpose of paying the principal of and interest on the Bonds herein authorized as the same become due and payable or reimbursing the Issuer for any funds advanced therefor.

The Issuer covenants and agrees with the registered owners of the Bonds that so long as any of the Bonds remain outstanding, unless and to the extent funds are irrevocably on deposit in the Debt Service Fund established in Section 10 below, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to levy and collect the foregoing taxes, and the Issuer and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Debt Service Fund established in Section 10 below to pay the principal of and interest on the Bonds.

Section 10. Debt Service Fund. Moneys derived from taxes herein levied are hereby directed to be set aside for the sole purpose of paying principal of and interest on the Bonds when and as the same come due. All of such moneys, and all other moneys to be used for the payment of the principal of and interest on the Bonds, including sufficient cash on hand in an existing bond and interest fund, which cash is hereby pledged, shall be deposited in the “**Debt Service Fund**”, and further identified to the series of related Bonds, which is hereby established as a special fund of the Issuer and shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986, as amended. At the time of issuance of the Bonds accrued interest, if any, received upon the issuance of the Bonds shall be deposited in the Debt Service Fund, and applied to pay interest on the Bonds.

Section 11. Bond Proceeds Fund. All of the proceeds of the sale of the Bonds (exclusive of accrued interest as provided above in Section 10) shall be deposited in the “**Bond Proceeds Fund**”, and further identified to the series of related Bonds, which is hereby established as a special fund of the Issuer. Within such fund there shall be a “**Refunding Account**” related to holding Bond proceeds to currently pay debt-service on outstanding alternate bonds issued to finance park facilities, and a “**Project Account**” for any excess proceeds for the Project. Moneys in the Bond Proceeds Fund, upon appropriation by proceedings supplemental to this ordinance, shall be used for the purposes specified in Section 1 of this ordinance, including for the payment of costs of issuance of the Bonds, but may thereafter be reappropriated pursuant to applicable law and used for other lawful purposes of the Issuer. Before any such reappropriation shall be made, upon request there shall be filed with the Secretary an opinion of Evans, Froehlich, Beth & Chamley, Champaign, Illinois, or other nationally recognized bond counsel (“**Bond Counsel**”) to the effect that such reappropriation will not adversely affect the tax-exempt status of the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 12. Arbitrage Rebate. The Issuer does not reasonably expect to issue more than \$5,000,000 of tax-exempt obligations in the calendar year of the issuance of the Bonds within the meaning of the small issuer exception under Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended. The Issuer shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended, relating to the rebate of certain investment earnings at periodic intervals to the United States of America to the extent that there shall have been filed with the Secretary an opinion of Bond Counsel to the effect that such compliance is necessary to preserve the exclusion from gross income for federal income tax

purposes of interest on the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 13. Investment Regulations. No investment shall be made of any moneys in the Debt Service Fund of 2017 or the Bond Proceeds Fund of 2017 except in accordance with the tax covenants and other covenants set forth in Section 14 of this ordinance. All income derived from such investments in respect of moneys or securities in any fund or account shall be credited in each case to the fund or account in which such moneys or securities are held.

Any moneys in any fund or account that are subject to investment yield restrictions, including in respect of the Escrow Agreement, may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt. The Issuer's President or Treasurer and agents designated by such officers are hereby authorized to submit, on behalf of the Issuer, subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

Section 14. Non-Arbitrage and Tax-Exemption. One purpose of this Section 14 is to set forth various facts regarding the Bonds and to establish the expectations of the Corporate Authorities and the Issuer as to future events regarding the Bonds and the use of Bond proceeds. The certifications and representations made herein and at the time of the issuance of the Bonds are intended, and may be relied upon, as certifications and expectations described in the Income Tax Regulations dealing with arbitrage and rebate (the "**Regulations**"). The covenants and agreements contained herein, and at the time of the issuance of the Bonds, are made for the benefit of the registered owners from time to time of the Bonds. The Board of Park Commissioners and the Issuer agree, certify, covenant and represent as follows:

(1) The Bonds are being issued to pay the costs described in Section 1 above, and all of the amounts received upon the sale of the Bonds, plus all investment earnings thereon (the "**Proceeds**") are needed for the purpose for which the Bonds are being issued.

(2) The Issuer will apply proceeds of the Bonds to the costs in (1) above concurrently with the issuance of the Bonds, with respect to which not less than 5% will be incurred and paid within 6 months of issuance of the Bonds.

(3) The Issuer has on hand no funds which could legally and practically be used for the purposes hereof which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Proceeds will be used (i) directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used for such purposes, or (ii) to replace any proceeds of any prior issuance of obligations by the Issuer. No portion of the Bonds is being issued solely for the purpose of investing the Proceeds at a Yield higher than the Yield on the Bonds. For purposes of this Section 14, "**Yield**" means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and

interest to be paid on an obligation (using semi-annual compounding on the basis of a 360-day year) produces an amount equal to its issue price, including accrued interest, and the purchase price of the Bonds is equal to the first offering price at which more than 10% of the principal amount of each maturity of the Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers).

(4) All principal proceeds of the Bonds, upon due appropriation, will be deposited in the Bond Proceeds Fund for the purposes described in Section 1 above, and accrued interest, if any, and premium, if any, received on the delivery of the Bonds will be deposited in the Debt Service Fund and used to pay the first interest due on the Bonds. Earnings on investment of moneys in any fund or account will be credited to that fund or account. Costs for the purposes described in Section 1 above, including issuance costs of the Bonds, are to be paid from the Bond Proceeds Fund, and no other moneys are expected to be deposited therein. Interest on and principal of the Bonds are to be paid from the Debt Service Fund. No Proceeds will be used more than 30 days after the date of issue of the Bonds for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Issuer or for the purpose of replacing any funds of the Issuer used for such purpose.

(5) The Debt Service Fund is established to achieve a proper matching of revenues and earnings with debt service in each Bond year. Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that any moneys deposited in the Debt Service Fund will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the Debt Service Fund will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that the Debt Service Fund will be depleted at least once a year, except for a reasonable carryover amount not to exceed the greater of (i) one-year's earnings on the investment of moneys in the Debt Service Fund, or (ii) in the aggregate, one-twelfth (1/12th) of the annual debt service on the Bonds.

(6) Other than the Debt Service Fund, no funds or accounts have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purposes. No property of any kind is pledged to secure, or is available to pay, obligations of the Issuer to any credit enhancer or liquidity provider.

(7) (a) All amounts on deposit in the Bond Proceeds Fund or the Debt Service Fund and all Proceeds, no matter in what funds or accounts deposited ("**Gross Proceeds**"), to the extent not exempted in (b) below, and all amounts in any fund or account pledged directly or indirectly to the payment of the Bonds which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth in

(6) above, shall be invested at market prices and at a Yield not in excess of the Yield on the Bonds.

(b) The following may be invested without Yield restriction:

(i) amounts invested in obligations described in Section 103(a) of the Internal Revenue Code of 1986, as amended (but not specified private activity bonds as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any registered owner thereof for federal income tax purposes (“**Tax-Exempt Obligations**”);

(ii) amounts deposited in the Debt Service Fund of 2017 that are reasonably expected to be expended within 13 months from the deposit date and have not been on deposit therein for more than 13 months; and

(iii) all amounts for the first 30 days after they become Gross Proceeds (in general the date of deposit in any fund or account securing the Bonds);

(iv) all amounts in the Project Account of the Bond Proceeds Fund for the applicable 3-year temporary period from the date of issue of the Bonds, subject to applicable expenditure requirements; and

(8) Subject to (17) below, once moneys are subject to the Yield limits of (7)(a) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.

(9) As set forth in Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended, the Issuer is excepted from the required rebate of arbitrage profits on the Bonds because the Issuer is a governmental unit with general taxing powers, none of the Bonds is a “**private activity bond**” as defined in Section 141(a) of the Internal Revenue Code of 1986, as amended, all the net proceeds of the Bonds are to be used for the local government activities of the Issuer, and the aggregate face amount of all Tax-Exempt Obligations (other than “**private activity bonds**” as defined in Internal Revenue Code of 1986, as amended) issued by the Issuer and all subordinate entities thereof during the calendar year of issuance of the Bonds, is not reasonably expected to exceed \$5,000,000.

(10) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(11) The payment of the principal of or the interest on the Bonds will not be, directly or indirectly (A) secured by any interest in (i) property used or to be used for a private business activity by any person other than a state or local governmental unit, or (ii) payments in respect of such property, or (B) derived from payments (whether or not

by or to the Issuer), in respect of property, or borrowed money, used or to be used for a private business activity by any person other than a state or local governmental unit.

(12) None of the Proceeds will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(13) No user of facilities in respect of the Bonds other than a state or local government unit will use the Project on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user of the Project as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other similar arrangement.

(14) Beginning on the 15th day prior to the Bond sale date, the Issuer will not have sold or delivered, and will not sell or deliver, (nor will it deliver within 15 days after the date of issue of the Bonds) any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as the Bonds or will be paid directly or indirectly from Proceeds.

(15) No portion of facilities in respect of the Bonds is expected to be sold or otherwise disposed of prior to the last maturity of the Bonds.

(16) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as a bond issuer which may certify bond issues under the Regulations.

(17) The Yield restrictions contained in (7) above or any other restriction or covenant contained herein may be violated or changed if the Issuer receives an opinion of Bond Counsel to the effect that such violation or change will not adversely affect the tax-exempt status of interest on the Bonds to which it is otherwise entitled.

(18) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.

(19) The Corporate Authorities have no reason to believe the facts, estimates, circumstances and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and of the Regulations. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

The Issuer also agrees and covenants with the registered owners of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Corporate Authorities hereby authorize the officials of the Issuer responsible for issuing the Bonds, the same being the President, Secretary and Treasurer of the Issuer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest in the Bonds will be excluded from gross income for federal income tax purposes. In connection therewith, the Issuer and the Corporate Authorities further agree: (a) through the officers of the Issuer, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with Bond Counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Issuer in such compliance.

Section 15. Bank Qualified Bonds. Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Issuer hereby designates the Bonds as “**qualified tax-exempt obligations**” as defined in such Section 265(b)(3). The Issuer represents that the reasonably anticipated amount of tax-exempt obligations that will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year in which the Bonds are issued will not exceed \$10,000,000 within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer covenants that it will not so designate and issue more than \$10,000,000 aggregate principal amount of such tax-exempt obligations in such calendar year. For purposes of this Section 15, the term “**tax-exempt obligations**” includes “**qualified 501(c)(3) Bonds**” (as defined in the Section 145 of the Internal Revenue Code of 1986, as amended) but does not include other “**private activity bonds**” (as defined in Section 141 of the Internal Revenue Code of 1986, as amended).

Section 16. Ordinance to Constitute a Contract and Severability. The provisions of this ordinance shall constitute a contract between the Issuer and the registered owners of the Bonds. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the registered owners of any and all of the Bonds. All of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this ordinance. This ordinance and the Act shall constitute full authority for the issuance of the Bonds, and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the Issuer, the provisions of this ordinance shall control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 17. Conflict and Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

Section 18. Effective Date. This ordinance shall become effective immediately upon its passage, approval and publication in pamphlet form, and prior to the issuance of the Bonds this ordinance shall be filed with the County Clerk of Champaign County, Illinois.

Upon motion by Commissioner _____, seconded by Commissioner _____, adopted this 8th day of November, 2017, by roll call vote as follows:

Ayes (names): _____

Nays (names): _____

Absent (names): _____

(SEAL)

Attest:

Secretary

President



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 2, 2017

SUBJECT: Adoption of Ordinance No. 627: An Ordinance to Levy Property Taxes in the amount of \$12,920,331 for Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019

Background

Each year, the Board is required to pass a Resolution setting the tax levy for the following fiscal year (FY) 2019. Following the approval of the Resolution, staff will publish the Truth in Taxation notice, if required. Additionally, the District needs to hold a public hearing on its intent to adopt such an increased tax levy at the November Board meeting and then adopt an Ordinance on the tax levy to file with the Champaign County Clerk. The Ordinance must be filed no later than the third Tuesday in December.

Prior Board Action

On October 11, 2017, the Board adopted a Resolution setting the estimated tax levy for FY2018-19 at \$12,920,331.00 and set the public hearing for November 8, 2017.

Budget Impact

The estimated levy approved will be incorporated into the fiscal year ended April 30, 2019 budget.

Recommended Action

Staff recommends adoption of Ordinance No. 627: An Ordinance to Levy Property Taxes in the amount of \$12,920,331.00 for fiscal year beginning May 1, 2018 and ending April 30, 2019. **(ROLL CALL VOTE REQUIRED)**

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director

TAX LEVY ORDINANCE

No. 627

**AN ORDINANCE TO LEVY THE ANNUAL TAX FOR THE FISCAL
YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019**

**BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE CHAMPAIGN PARK DISTRICT,
CHAMPAIGN COUNTY, ILLINOIS AS FOLLOWS:**

Pursuant to authority vested in them by the Park District Code, Article Five, the Commissioners of the Champaign Park District in meeting assembled do hereby find and declare that there will be required to be raised by general taxation in the amounts hereinafter set forth to be levied upon all of the taxable property in said Champaign Park District, in order to meet and defray all the necessary expenses and liabilities of the Champaign Park District as required by statute or voted by the people for uses and purposes as follows, to wit:

FUND	CLASSIFICATION	2018-19
-----		LEVY
Fund 01 - GENERAL CORPORATE		
	SALARIES AND WAGES	\$ 2,749,869
	FRINGE BENEFITS	430,154
	CONTRACTUAL	1,039,450
	COMMODITIES/SUPPLIES	593,972
	UTILITIES	168,196
	ROUTINE/PERIODIC MAINTENANCE	282,996
	TRANSFERS TO OTHER FUNDS	780,334
	TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 01 GENERAL CORPORATE	6,044,971
Fund 02 - RECREATION		
	SALARIES AND WAGES	1,457,751
	FRINGE BENEFITS	74,217
	CONTRACTUAL	204,927
	COMMODITIES/SUPPLIES	227,081
	UTILITIES	184,885
	ROUTINE/PERIODIC MAINTENANCE	56,000
	TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 02 RECREATION	2,204,861
Fund 03 - MUSEUM		
	SALARIES AND WAGES	720,132
	FRINGE BENEFITS	82,307
	CONTRACTUAL	438,970
	COMMODITIES/SUPPLIES	131,691
	UTILITIES	49,384
	ROUTINE/PERIODIC MAINTENANCE	25,000
	TRANSFERS TO OTHER FUNDS	188,625
	TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 03 MUSEUM	1,636,109

Fund 04 - LIABILITY INSURANCE	
SALARIES AND WAGES	49,440
FRINGE BENEFITS	9,420
CONTRACTUAL	19,720
COMMODITIES/SUPPLIES	13,056
INSURANCE	217,340
CAPITAL OUTLAY	30,000
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 04 LIABILITY INSURANCE	338,976
Fund 06 - IMRF FUND	
FRINGE BENEFITS	335,590
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 06 IMRF	335,590
Fund 08 - AUDIT FUND	
CONTRACTUAL	21,686
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 08 AUDIT	21,686
Fund 09 - PAVING AND LIGHTING FUND	
ROUTINE/PERIODIC MAINTENANCE	91,258
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 09 PAVING AND LIGHTING	91,258
Fund 14 - SOCIAL SECURITY FUND	
FRINGE BENEFITS	361,698
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 14 SOCIAL SECURITY	361,698
Fund 15 - SPECIAL RECREATION FUND	
SALARIES AND WAGES	280,000
FRINGE BENEFITS	22,878
CONTRACTUAL	60,000
COMMODITIES/SUPPLIES	20,600
UTILITIES	10,525
INSURANCE	13,000
CAPITAL OUTLAY	316,558
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 15 SPECIAL RECREATION	723,561
Fund 19 - POLICE PROTECTION	
CONTRACTUAL	23,493
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 19 POLICE PROTECTION	23,493
Fund 21 - BOND AMORTIZATION FUND	
TRANSFERS TO OTHER FUNDS	1,138,128
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 21 BOND AMORTIZATION	1,138,128

TAX LEVY SUMMARY

The following are the total taxes to be levied for:

Fund 01 - GENERAL	\$	6,044,971
Fund 02 - RECREATION		2,204,861
Fund 03 - MUSEUM		1,636,109
Fund 04 - LIABILITY INSURANCE		338,976
Fund 06 - IMRF FUND		335,590
Fund 08 - AUDIT FUND		21,686
Fund 09 - PAVING AND LIGHTING FUND		91,258
Fund 14 - SOCIAL SECURITY FUND		361,698
Fund 15 - SPECIAL RECREATION FUND		723,561
Fund 19 - POLICE PROTECTION		23,493
Fund 21 - BOND AMORTIZATION FUND		1,138,128
TOTAL AMOUNT IS HEREBY LEVIED AS - ALL FUNDS	\$	12,920,331

Making the aggregate sum of Twelve Million, Nine Hundred Twenty Thousand, Three Hundred Thirty One Dollars (\$12,920,331) to be raised by taxation and levied on all of the taxable property in said Park District for the fiscal year beginning May 1, 2018 and ending April 30, 2019, in order to meet and defray all necessary expenses and liabilities of the Park District as required by statute of voted by the people in accordance with law, provided that the levy of such amounts does not cause the property tax rate to exceed 0.7149. If the levy amount of \$12,920,331 produces a tax rate higher than 0.7149, then the amount to be levied and collected for all funds shall be reduced to an amount which produces the 0.7149 tax rate for all funds.

The Secretary of the Champaign Park District shall file with the County Clerk of the County of Champaign, State of Illinois, a certified copy of this Ordinance, no later than the third Tuesday of December 2017.

This Ordinance shall be in full force and effect immediately on and after its passage and approval.

Adopted this 8th day of November 2017, pursuant to a roll call vote as follows:

Ayes:

Absent:

Nays:

Abstain:

Craig W. Hays, President
Champaign Park District
Board of Commissioners

Cindy Harvey, Secretary
Champaign Park District
Board of Commissioners



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 2, 2017

SUBJECT: Renewal of License Agreement with The Carle Foundation (Carle) for Parking Spaces Adjacent to the Newt Dodds Tennis Center

Background

In 2008, the Park District entered into an agreement with Carle for parking space adjacent to the Tennis Center. Carle was allowed to construct 20 parking spaces according to Park District policies and specifications. The term of the agreement was effective December 1, 2008 to November 30, 2011. The agreement included an option to continue the License Agreement after the expiration date of the initial three year term for successive three year terms. The current agreement expires November 30, 2017. Carle is interested in extending the agreement until June 30, 2018. Carle plans to be moved out of the building by this time.

Prior Board Action

- November 12, 2008, the Board approved a License Agreement for a three year terms commencing December 1, 2008 and ending November 30, 2011
- November 9, 2011, the Board approved a License Agreement Extension for a three year term commencing on December 1, 2011 and ending November 30, 2014.
- December 10, 2014, the approved a License Agreement Extension for a three year term commencing December 1, 2014 and ending November 30, 2017.

Budget Impact

During the first three years of the License Agreement, Carle paid the Park District \$2,400 annually for the parking spaces. In accordance with the original agreement, monthly compensation for the extension periods have been increased by four percent (4%) annualized for the period hereof as set forth in the License Agreement. Under the renewals, Carle paid the Park District \$2,496 in 2012, \$2,596 in 2013, \$2,700 in 2014, \$2,796 in 2015, \$2,892 in 2016 and will pay a total of \$2,988 in 2017.

Recommended Action

Staff is requesting Board approval to renew the License Agreement with Carle for parking spaces adjacent to the Newt Dodds Tennis Center commencing December 1, 2017 and ending June 30, 2018.

Prepared by:

Cindy Harvey
Assistant to the Executive Director

Reviewed by:

Joe DeLuce
Executive Director

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of December 1, 2008, by and between the Champaign Park District, an Illinois municipal corporation (hereinafter referred to as, "Park District"), with a principal address is 706 Kenwood Road, Champaign, Illinois, and The Carle Foundation, an Illinois not-for-profit corporation (hereinafter referred to as, "Carle") with a principal address at 611.W. Park Street, Urbana, IL 61801.

For and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Park District and Carle agree as follows:

Section 1 - General Purpose: The purpose of this License Agreement is to permit Carle to utilize certain space on Park District property for parking purposes adjacent to the Park District's Tennis Center. It is understood that Park District is providing Carle with the right and privilege to use a portion of Park District property for the specific and limited purpose of parking. The Park District will retain possession and control of the Premises, and this License Agreement shall not be deemed to be a lease or confer any interest in the Premise. At all times, the Park District shall have management and control of the establishment, operation and maintenance of the parking area (hereinafter referred to as, "Premises"), except as may otherwise be specifically limited herein.

Section 2. - Description of Premises: The Premises which are the subject of this License Agreement legally described as:

A part of the W.1/2 of Section 35, T.20 N., R. 8 E. of the 3rd P.M., Champaign County, Illinois, more particularly described as follows:

Commencing at the Southwest corner of the N.1/2 of the N. 1/2 of the S.W. 1/4 of Section 35, T. 20 N., R. 8 E. of the 3rd P.M.; thence N. 0°38" W., along the West line of said Section 35, 432.01 feet; thence N. 89°22" E., 2217.33 feet; thence N. 0°38" W., a distance of 30.00 feet to a point on the East right-of-way line of Farber Drive; thence N. 0°38" W., along said East line, 238.00 feet to the Southwest corner of Lot 1 of Interstate Research Park; thence N. 89°22" E., along the South line of said Lot 1, 300.62 feet to the true point of beginning; thence continuing along said South line N. 89°22" E., 135.00 feet to the Southeast corner of said Lot 1, said point being on the East line of the S.W. 1/4 of said Section 35; thence S. 0°37.7" E., along said East line, 67.00 feet; thence S. 89°22" W., along a line parallel to the aforesaid South line of said Lot 1, 135.00 feet; thence N. 0°37.7 W., 67.00 feet to the point of beginning, containing 9,045 square feet (0.208 acres), more or less, and all situated in the City of Champaign, Champaign County, Illinois,

All constituting part of the Park District's Tennis Center property located at and commonly known as 2802 Farber Drive, Champaign, Illinois.

Section 3 - Term: This License Agreement shall be effective December 1, 2008 and shall expire on midnight November 30, 2011 subject to its continuation provided for in Section 10 regarding Option for Successive Terms. This License Agreement may terminate at any time without notice upon the express written consent of both Parties or for default as provided for herein:

Section 4 - Compensation: Carle shall pay Park District TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) in compensation each year commencing with the effective date hereof for TWENTY (20) parking spaces. In that event that this License Agreement continues after the initial term pursuant to the Option for Successive Terms provision herein, Carle shall pay an increased amount of four percent (4%) per annum using the prior year's compensation as the base year for each and every year after the expiration of the initial term.

Section 5- Carle Responsibilities:

Carle shall:

- A. Be responsible for causing the construction of TWENTY (20) parking spaces at the Premises according to Park District policies and specifications. In connection therewith, Carle shall engage appropriate licensed professional engineers and contractors to undertake the construction thereof. All such construction shall be undertaken pursuant to all applicable laws and regulations of the Park District, including without limitation, applicable provisions of the Illinois Prevailing Wage Act and bonding requirements. In no event shall Carle undertake any action which causes a claim for lien upon Park District property.

without first seeking permission from Park District. Carle employee usage of the TWENTY (20) spaces shall be exclusive for the hours 6:00 a.m. until 6:00 p.m. Monday through Friday.

Section 10 - Option for Successive Terms: Park District shall permit Carle options to continue this License Agreement after the expiration of the initial three (3) year term. The option shall be successive three (3) year terms with the first such successive term commencing December 1, 2011 and ending November 30, 2014, and the second successive term commencing December 1, 2014 and ending November 30, 2017. The option may be exercised by Carle prior to the expiration of the initial term of this License Agreement, or after the exercise of the first three (3) year renewal term; provided that Carle shall give Park District at least sixty (60) days' but not more than one hundred twenty (120) days' advance written notice of the desire to exercise such options. Such notice shall be as required pursuant to Section 20 hereof.

Section 11 - Default: In, the event that either Party fails or refuses to comply with the terms of this License Agreement, and cure such default within thirty (30) days of written notice as provided for herein, then the other Party shall have the right to terminate this License Agreement by a further ten (10) day written notice. Any such termination shall not terminate or affect the obligations or rights to enforce the terms of this License Agreement as they may have accrued prior to such termination.

Section 12 - Mutual Hold Harmless and Indemnification: Park District shall indemnify, defend and hold harmless Carle and any of its directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Carle that arises solely from an act, failure or omission on the part of Park District, or any of its commissioners, officers, employees, agents and representatives in carrying out the terms of this License Agreement. Carle shall indemnify, defend and hold harmless Park District and any of its directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of Carle, or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this License Agreement

Section 13 – Compliance with Applicable Laws, Rules and Regulations: The Parties, and any contractor with which a Party may enter into any agreement shall comply with all applicable Federal, State and Local statutes, rules, regulations, ordinances and licensing requirements regarding the performance and carrying out of the terms of this License Agreement or any other agreement related hereto.

Section 14 - Independent Contractors: Notwithstanding any other provision of this License Agreement, the relationship between the Park District and Carle is, and shall remain, one of independent contractors. Nothing in this License Agreement shall be construed to establish a relationship of employer/employee, partners or joint ventures between the Parties, provided that the relationship with regard to this License Agreement is one of licensor and licensee.

Section 15 – Assignment: This License Agreement shall not be assigned or delegated by Carle to any subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of Park District. If Park District permits assignment of this License Agreement at any one or more times, such assignment shall not be deemed permission to assign the performance of this License Agreement at any other time or times.

Section 16 – Applicable Law and Venue: The Parties agree that the laws of the State of Illinois shall govern the terms of this License Agreement. In the event of any claim or loss regarding this License Agreement, Champaign County, Illinois shall be the appropriate venue for any such claim or suit.

Section 17 - Severability: In the event any one or more of the provisions contained in this License Agreement shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this License Agreement, and the validity, legality, or enforceability of the remaining provisions of this License Agreement or any other application thereof shall not be altered or impaired thereby, and shall, therefore, remain in effect

Section 18 - Waiver: Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this License 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 19- Counterparts: This License Agreement shall be executed in two or more counterparts each of which shall be deemed to be an original.

Section 20- Notice: All notices required under this License Agreement shall be in writing and shall be deemed to have been given at the time they are mailed to the respective Party via certified mail, return receipt requested with an additional copy sent via U.S. first class mail at the address set forth below, or at such other place or address as the Parties shall provide to each other in writing.

CHAMPAIGN DISTRICT
Attention: Ms. Bobbie Herakovich
Executive Director
706 Kenwood Road
Champaign, IL 61821

THE CARLE FOUNDATION
Attention: James Leonard, M.D.
Chief Executive Officer
611 W. Park Street
Urbana, IL 61801

Section 21 – Interpretation of Agreement: In interpreting this License Agreement, each of the Parties expressly agrees that it was prepared by all of the Parties jointly, and that no ambiguities shall be resolved against any Party on the basis that it was responsible, or primarily responsible for having drafted the License Agreement. In addition, each of the Parties acknowledges that it did not execute this License Agreement under duress, and was represented by legal counsel in connection with the preparation of this License Agreement or chose not to engage the services of such counsel. Further, whenever the context so requires: (a) all words used in the singular shall be construed to have been used in the plural (and vice versa); (b) each gender shall be construed to include the other gender; (c) the word "person" shall be construed to include a natural person, corporation, limited liability company or partnership, firm, joint venture, trust, estate, or any other entity, and (d) the words "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of any provision of this License Agreement any person, right, obligation or concept which might otherwise be construed to be outside the scope of such provision.

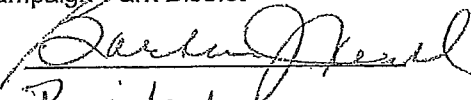
Section 22 - Authority to Execute License Agreement: Each person or entity executing this License Agreement represents that he/she/it is authorized to execute the License Agreement. Each person executing this License Agreement on behalf of any entity represents that he or she is authorized to execute this License Agreement on behalf of such entity.

Section 23- Entire License Agreement and Amendment: This License Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire agreement between Park District and Carle regarding the subject matter hereof, and may be changed, modified or amended only by mutual written agreement executed by Park District and Carle.

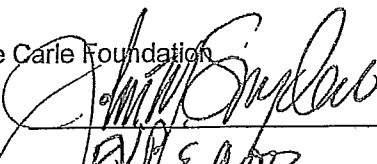
Section 24– Time of the essence: Time is of the essence of the performance of the terms of this License Agreement.

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


Champaign Park District

By: 
Title: President
Date: 11/26/08

The Carle Foundation

By: 
Title: CEO
Date: 11-20-08

ATTEST:


11/22/08, Secretary

LICENSE AGREEMENT EXTENSION

THIS EXTENSION OF LICENSE AGREEMENT made and entered into this 1st day of December 1, 2011, by and between Champaign Park District and Carle Foundation Hospital

WHEREAS, both parties have entered into a License Agreement dated the 1st day of December 2008, and

WHEREAS, the said License Agreement expires November 30, 2011; and
WHEREAS, the parties now desire to extend the term of said agreement.
NOW THEREFORE, in consideration of the mutual covenants contained herein,
It is agreed as follows:

1. The agreement term is hereby extended for a three-year period.
2. All other terms and conditions of the original License Agreement shall apply to the Extension period.
3. Monthly compensation for extension period shall be adjusted 4% per year.

IN WITNESS WHEREOFF, the parties have set their hands and seals the day and year first above written.

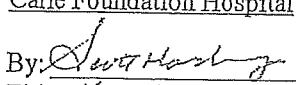
 Champaign Park District

By: 

Title: PRESIDENT, OF BOARD OF COMMISSIONERS

Date: NOVEMBER 9, 2011

Carle Foundation Hospital

By: 

Title: Vice President Facilities

Date: JUNE 22, 2011

LICENSE AGREEMENT EXTENSION

THIS LICENSE AGREEMENT EXTENSION is made, entered into, and effective this 1st day of December, 2014, by and between the Champaign Park District and The Carle Foundation.

WHEREAS, the parties entered into a License Agreement dated the 1st day of December 2008; and

WHEREAS, after the initial three (3) year term expired, the first License Agreement Extension was entered into and expired November 30, 2014; and

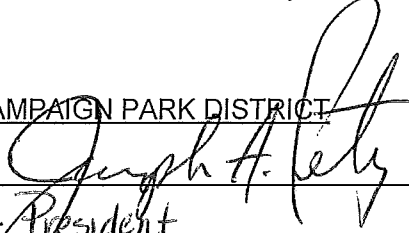
WHEREAS, the parties now desire to again extend the term of the License Agreement pursuant to its terms.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. The License Agreement term is extended for a further three (3) year term.
2. All other terms and conditions of the License Agreement shall apply to the extension period.
3. Monthly compensation for the extension period shall be increased by four percent (4%) per year as set forth in the License Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be executed effective as of the date and year first above written.

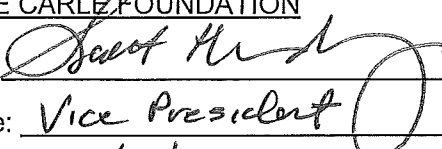
CHAMPAIGN PARK DISTRICT

By: 

Title: President

Date: 12/10/14

THE CARLE FOUNDATION

By: 

Title: Vice President

Date: 12/18/14

LICENSE AGREEMENT EXTENSION

THIS LICENSE AGREEMENT EXTENSION is made, entered into, and effective this 1st day of December, 2017, by and between the Champaign Park District and The Carle Foundation.

WHEREAS, the parties entered into a License Agreement dated the 1st day of December 2008; and

WHEREAS, after the initial three (3) year term expired, the first License Agreement Extension was entered into and expired November 30, 2014 and the second License Agreement Extension was entered into and expired November 30, 2017; and

WHEREAS, the parties now desire to extend the term of the License Agreement pursuant to its terms.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. The License Agreement term is extended for a further seven (7) month term.
2. All other terms and conditions of the License Agreement shall apply to the extension period.
3. Monthly compensation for the extension period shall be increased by four percent (4%) annualized for the period hereof as set forth in the License Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be executed effective as of the date and year first above written.

CHAMPAIGN PARK DISTRICT

THE CARLE FOUNDATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 2, 2017

SUBJECT: Approval to Enter into Phase 1 Design Services Contract with Ratio Architects for Martens Center at Human Kinetics Park

Background

In May 2017 three architecture firms presented qualifications to Champaign Park District project team for the design of a prospective community center at Human Kinetics Park. Following deliberation, the Executive Director was asked to negotiate a contract for Phase 1 design services with RATIO Architects.

Prior Board Action

September 27, 2017 Special Meeting—Board approved a Memorandum of Understanding among Champaign Park District, Champaign Parks Foundation, and Rainer and Julie S Martens Foundation to accept a donation of \$4.4 million toward future enhancements at Human Kinetics Park.

Budget Impact

Phase 1 design services include building schematic design and fundraising graphics support. The \$90,000 contract sum will be paid through the Park District's Human Kinetics Fund.

Recommendation

The Park District's Attorney has reviewed the contract. Staff recommends approval and authorization for the Executive Director to enter into Phase 1 Design Services Contract with Ratio Architects for Martens Center at Human Kinetics Park.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Joe DeLuce
Executive Director

DRAFT AIA® Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year « » day of « » in the year «Two Thousand Seventeen»
(In words, indicate day, month and year.)

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

«Champaign Park District
706 Kenwood Avenue
Champaign, IL 61821
»

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

RATIO Architects, Inc.
301 North Neil Street, Suite 102
Champaign, IL 61820

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

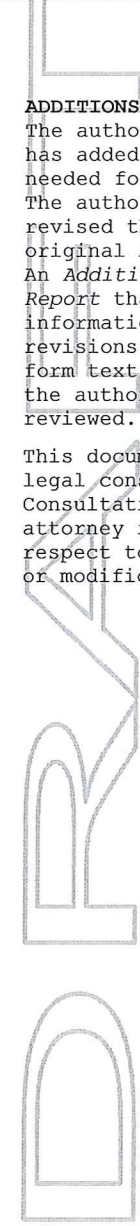
«North Champaign Community Center, North Market Street, Champaign, IL 61820, as further described by RATIO Architects Design Services Proposal dated August 30, 2017 attached hereto as Exhibit A.

RATIO Project No. 17088.000
»

The Owner and Architect agree as follows.

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

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



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EXHIBIT A—INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

«»

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

- .1 Commencement of construction date: To be determined
- .2 Substantial Completion date: To be determined

«»

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants and advisors (Architect's consultants and advisors being hereinafter collectively referred to as Architect's "consultants") as described in this Agreement. The services to be provided or furnished by the Architect, its employees and consultants under this Agreement are sometimes hereinafter collectively referred to as the "Architect's services" or "Services".

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect understands and acknowledges that it has been engaged by the Owner to provide Architect's Services based, in part, on the Architect's represented character, expertise, experience and qualifications in providing architectural services comparable to those to be provided under this Agreement and on projects comparable in kind and scope to this Project. The Architect's services shall be performed properly and expeditiously to permit the orderly and timely progress and proper performance both of the Architect's services and the Work, consistent with such professional skill, care and diligence and good architectural practices as are exercised by a competent architect with experience in the design and administration of projects of comparable kind and scope to this Project and practicing architecture in the Champaign, Illinois areas (such skill, care, diligence and practices being hereinafter referred to as the "Professional Standard").

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. All persons connected with the Architect as an officer, employee or agent of or consultant to the Architect, who are directly in charge of the professional architectural or engineering work performed as part of Architect's services, are, and for so long as any Services shall be provided under this Agreement, shall be duly registered and licensed under and in accordance with Illinois laws regarding the practice of architecture and engineering, as applicable to this Project, and they and any other consultants selected by the Architect and providing Services with respect to the Project shall be otherwise qualified and possess the skill and competence required to perform the Services properly. The Architect shall be responsible for the acts and omissions of its employees, agents and consultants, and their respective employees and agents with respect to the Services under this Agreement.

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

§ 2.5 The Architect shall maintain the following insurance for the duration of Architect's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the documents authored by the Architect or its consultants, nor shall anything contained in this Agreement be construed as a limitation on, or a waiver of, any remedies which the Owner may have at law or in equity for damages sustained or expense incurred because of, or arising out of, Architect's negligent errors, omissions, or failure to perform its duties or covenants in accordance with this Agreement. The grant of various rights to the Owner under this Agreement, and/or the failure of the Owner to exercise those rights do not and shall not create any responsibility or liability in the Owner for any error or omission of the Architect in the provision of its Services. Notwithstanding this provision, the Owner shall be responsible for all design decisions directed by the Owner over the specific written contrary recommendation of the Architect.

this Agreement. If any of the requirements set forth below exceed § 2.6 All agreements between the Architect and its consultants shall be in writing and shall contain such provisions binding the Architect's consultants to the Architect, requiring Architect's consultant's to perform their scope of services in the same manner and to the extent that the Architect is bound to the Owner in accordance with this Agreement such that the Architect performs its Services in accordance with this Agreement. The Architect shall timely pay all sums due to its consultants in accordance therewith and shall not cause or permit any liens to be placed by any such consultants against the property or funds of the Owner provided Owner has paid Architect the sums due to the Architect's consultants in accordance with this Agreement; provided that, such sums are not in dispute or Owner is otherwise entitled to withhold such sums in accordance with this Agreement. The Architect will provide Owner current waivers and releases of lien from Architect in account of the payment sought in the invoice, and for Architect's consultants, the Architect will provide Owner lien waivers for the prior payment paid to them in the performance of its Services.

~~the types and limits the~~ § 2.7 The Architect has informed the Owner that minor imperfections in the instruments of service prepared by Architect which do not adversely affect the integrity of the Work is typical and expected from architects performing these types of services. The Architect shall provide such Services required for or associated with the correction of any such imperfections, including the administration of the corrective work at no cost to the Owner, as well as pay for the construction costs associated with the corrective work that is not a "betterment" to the Project for which the Owner would be responsible under applicable Illinois law. Notwithstanding the foregoing, the Parties acknowledge that minor imperfections in the instruments of service of the Architect prepared by persons other than the Architect may occur and the Parties agree to attempt to resolve any disputes resulting therefrom in a fair and equitable manner under the circumstances presented.

~~Architect normally maintains, the Owner shall reimburse the~~ § 2.8 The Architect shall furnish a competent and adequate staff, and contract with competent consultants as necessary for the proper administration, coordination, supervision and performance of the Architect's services. The Architect's representative shall not be changed without the consent of the Owner, unless such person leaves the employ of the Architect, in which event the substitute must first be approved in writing by the Owner which approval shall not be unreasonably withheld or delayed. The Architect agrees that the Architect will change its assistants assigned to provide the Services at the reasonable request of the Owner, if, in the Owner's reasonable opinion, based on actual instances of deficient performance, such person's performance does not equal or exceed the Professional Standard, or the acts or omissions of such person are detrimental to the timely and/or proper performance of the Architect's services or the Work; provided however that, the Owner's exercise of such right or failure to exercise such right shall not affect Architect's responsibility or liability for the proper performance of the Services. The Architect accepts responsibility for the acts and omissions of its employees and consultants. The Architect's removal or replacement of an employee and/ or consultant pursuant to this provision shall not be deemed an admission of liability on the part of the Architect. The Architect shall coordinate all aspects of the Architect's services.

§ 2.9 Insurance. The Architect ~~for any additional cost;~~ shall maintain the following insurance for the duration of this Agreement

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

- 1 General Liability~~Liability~~. The Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$1,000,000** for each occurrence and \$2,000,000 in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

«»

- 2 Automobile Liability. The Architect shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than **\$1,000,000** for each accident. Such insurance shall cover liability arising out of any auto. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

«»

- 3 Workers' Compensation. The Architect shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than **\$1,000,000** for each accident for bodily injury by accident or for each employee for bodily

injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Architect waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Architect's work.

.4 Professional Liability. The Architect shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 for each wrongful act arising out of the performance or failure to perform professional services and \$5,000,000 aggregate.

General Insurance Provisions

.1 Evidence of Insurance. Prior to beginning the Services, the Architect shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Architect from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. Architect shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

.2 Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

.3 Workers' Compensation Cross-Liability Coverage. If Architect's commercial general liability policy does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

.4 Professional Liability .4 Consultants. The Architect shall cause each consultant employed by Architect to purchase and maintain insurance of the type specified above. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

§2.10 Indemnification. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its commissioners, officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Architect's services; provided that, any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Architect, Architect's consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect shall similarly protect, indemnify and hold and save harmless the Owner, its commissioners, officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Architect's breach of any of its obligations under, or Architect's default of, any provision of the Contract.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

Services. Services to be provided by the Architect as described in Architect's Proposal dated August 30, 2017 and revised May 30, 2017, and this Agreement are complimentary and supplementary and the Architect shall provide all of the services described in, or implied from, all of these documents, taken as a whole and include usual and customary architectural, civil, , structural, landscaping, mechanical, and electrical engineering services. In the event of conflict between or among the provisions of the foregoing documents relative to each phase of the Project, the provisions most favorable to Owner shall control.

§ 3.1.1 The Architect shall manage the Architect's services, including any services provided by Architect's consultants, as enumerated pursuant to this Agreement, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

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

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive to third parties or substitution made without the Architect's prior approval. The Architect's prior knowledge via written notification by the Owner or other written instrument provided to or prepared by the Architect, of Owner's intended directive or substitution and failure to object thereto in writing within three days shall constitute the Architect's approval of such directive or substitution.

§ 3.1.5 The Architect ~~shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the shall~~ thoroughly review the Owner's program and other information furnished by the Owner and any other information which the Architect deems necessary or advisable to determine the nature and extent of, and develop solutions to resolve, any technical or other difficulties or problems in implementing and designing the Project and achieving successful Project completion consistent with the Owner's stated needs, goals and objectives and the Project requirements. As part of this process, the Architect will visit the Project site and become thoroughly familiar with existing conditions, including activities and uses which will continue while the Project is in progress.

~~Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall also review and ascertain governmental requirements and utilities requirements applicable to the Architect's Services and the design and construction of the Project including ascertaining timing considerations for submissions to and review by such entities. The Architect shall notify the Owner promptly in order not to adversely affect the proposed Project schedule, of (1) any inconsistencies discovered in the information and (2) any information or consulting services that may be reasonably needed for the Project.~~ The Architect shall review and discuss with the Owner proposed site use and improvements; selection of materials; building systems and equipment; identification of long-lead items; any special governmental or utilities requirements; and timing/scheduling issues. The Architect will conduct such further investigations, and recommend to Owner for Owner to conduct such further testing, as necessary or appropriate, to secure required governmental approvals, including but not limited to approvals from the City of Champaign and any other approvals as required by applicable governmental bodies and to further define Project requirements.

The Architect shall be responsible to the Owner for any claims, damages, losses and expenses arising from the Architect's failure to follow applicable laws, codes and regulations in execution of all of Architect's services pursuant to this Agreement.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the ~~Project~~Project, including but not limited to the City of Champaign and any other filings as required by applicable governmental bodies.

§ 3.1.7 As part of Architect's Basic Services, the Architect will conduct a program review workshop with Owner's staff in accordance with Architect's Proposal.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

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

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

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

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

~~§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES~~

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

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

~~§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

~~§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES~~

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

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

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

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

~~§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.~~

~~§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES~~

~~§ 3.5.1 GENERAL~~

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

~~§ 3.5.2 COMPETITIVE BIDDING~~

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

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

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

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

~~§ 3.5.3 NEGOTIATED PROPOSALS~~

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

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

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

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

~~§ 3.6 CONSTRUCTION PHASE SERVICES~~

~~§ 3.6.1 GENERAL~~

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

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

~~§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.~~

~~§ 3.6.2 EVALUATIONS OF THE WORK~~

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

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

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

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

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

~~§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR~~

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

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

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

~~§ 3.6.4 SUBMITTALS~~

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

~~§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.~~

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

~~§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.~~

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

~~§ 3.6.5 CHANGES IN THE WORK~~

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

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

~~§ 3.6.6 PROJECT COMPLETION~~

~~§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.~~

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. Project if authorized by Owner. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

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

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™ 2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™ 2007)		
§ 4.1.6 Building Information Modeling (E202™ 2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		

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User Notes:

§ 4.1.9	Architectural Interior Design (B252™ 2007)		
§ 4.1.10	Value Analysis (B204™ 2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™ 2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™ 2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™ 2007)		
§ 4.1.22	Commissioning (B211™ 2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™ 2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™ 2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™ 2007)		

Additional Services

Responsibility
(Architect, Owner or blank if Not Provided)

Location of Service Description
(Section 4.2 below or in an exhibit attached to this document and identified below)

§	Service	Responsibility	Location of Service Description
§ 4.1.1	Programming	Architect	Exhibit A
§ 4.1.2	Multiple preliminary designs		
§ 4.1.3	Measured drawings		
§ 4.1.4	Existing facilities surveys	Owner	
§ 4.1.5	Site Evaluation and Planning (B203™ 2007)		
§ 4.1.6	Building information modeling		
§ 4.1.7	Civil engineering	Architect	Exhibit A
§ 4.1.8	Landscape	Architect	Exhibit A
§ 4.1.9	Architectural Interior Design (B252™ 2007)	Architect	Exhibit A
§ 4.1.10	Value Analysis (B204™ 2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	Additional On-site project representation		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-designed record drawings		
§ 4.1.15	As-constructed record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™ 2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants	Architect	Exhibit A
§ 4.1.20	Telecommunications/data design	Architect	Exhibit A
§ 4.1.21	Security Evaluation and Planning (B206™ 2007)		
§ 4.1.22	Commissioning (B211™ 2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™ 2007)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™ 2007)		

§ 4.1.27 Furniture, Finishings, and Equipment Design (B253™-2007)		

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

«»Reference Exhibit A for description.

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official ~~interpretations;~~interpretations unless Architect knew of or should have reasonably known or expected said enactments or revisions in accordance with the Professional Standard of Care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~.9 Evaluation of the qualifications of bidders or persons providing proposals;~~
- ~~.10 .7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or during construction.~~
- ~~.11 Assistance to the Initial Decision-Maker, if other than the Architect.~~ .8 Providing services to obtain variances of current standards of authorities having jurisdiction, including building and fire codes, governmental development standards, zoning, and the like.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall ~~provide the following Additional Services, notify the Owner with reasonable promptness, promptly notify Owner if any of the following Additional Services are required,~~ and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those ~~services;~~services. Architect shall provide the following Additional Services only upon Owner's approval:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's repeated requests for information that are not prepared in accordance with the Contract Documents or where such requests are made outside the normal and custom practice when such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- ~~.4 Evaluating an extensive number of Claims as the Initial Decision-Maker;~~

- ~~.5~~—Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- ~~.6~~—.5 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- ~~.1~~ ~~()~~ reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- ~~.2~~ ~~()~~ visits to the site by the Architect over the duration of the Project during construction
- ~~.3~~ ~~()~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- ~~.4~~ ~~()~~ inspections for any portion of the Work to determine final completion

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within a reasonable time not less than 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to ~~evaluate, give notice of or enforce lien rights.~~evaluate.

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

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

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

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

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

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

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. Architect hereby agrees to cooperate with Owner's accountants and auditors and to maintain financial records in accordance with this Agreement.

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

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

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

~~§ 5.12-5.10 The Owner shall provide the Architect and Architect's consultants access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress. Work.~~

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the ~~Architect shall be permitted to Architect, upon Owner's approval, shall be permitted to:~~ i) include contingencies for design, bidding and price escalation; ~~to ii)~~ determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; ~~to make reasonable adjustments in the program and scope of the Project; and to iii)~~ include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the ~~Work. The Architect's estimate of the Cost of the Work shall be based Work;~~ and iv) base the Cost of Work on current area, volume or similar conceptual estimating techniques. ~~If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.~~

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or

budget for the Cost of the Work, ~~and the Owner shall cooperate with the Architect in making such adjustments which shall be evaluated by the Owner.~~

§ 6.6 ~~IF Subject to the condition that this Agreement is for Schematic Design Services, if~~ the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.~~ 1 Architect hereby agrees and acknowledges that: 1) All title, ownership and copyright privileges to all drawings, plans, specifications and other documents prepared by the Architect in connection with the Project (with the exception of standard design elements, architectural details, and industry or trade specifications which are not unique to the Owner or to

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~ the Owner's business), and shall be solely in the Owner; 2) to the extent that the Instruments of Services and any other Public Materials, are not Owner's property, Architect hereby assigns its rights therein, whether under patent, copyright, trade secret or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Owner with the understanding, acknowledgment and agreement that Owner can effectively grant a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicenseable license to use, copy or publish the Public Materials by any means or media in connection with any activity in accordance with this Agreement.

§ 7.3 ~~Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~ Architect agrees, when requested by the Owner, to execute immediately any documents which evidence and acknowledge the ownership of all such drawings, plans, specifications and other documents in the Owner. Reproducible copies of all drawings and specifications and all other such materials shall, to the extent not previously delivered, be delivered promptly to the Owner upon demand and payment in full by Owner of all amounts due Architect in accordance with this Agreement on outstanding invoices received from the Architect and thereafter may be used by the Owner in whole or in part or in modified form for such purposes as the Owner may deem advisable, without further employment of, or payment of additional compensation to, the Architect or anyone retained by the Architect.

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. In the event that Owner is named as a defendant in a lawsuit or other proceeding alleging a violation of a patent, trademark, copyright or other form of intellectual property right, in connection with an item included in the specifications for the Work prepared by the Architect, or in any promotional materials prepared and used by the Architect referencing the Project, Architect shall defend and indemnify and hold harmless Owner against and from any damages, judgments, costs and expenses suffered or incurred by them in connection therewith.~~

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~
~~§ 7.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Owner's or Architect's reserved rights.~~

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth. This Agreement shall be governed by the law of the State of Illinois.~~

~~in AIA Document A201-2007, General Conditions of § 8.1.3 Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Champaign County, Illinois.~~

~~the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~
~~§ 8.1.4 The Architect acknowledges that the Owner is a local government unit and agrees that any claim made by the Architect arising out of any act or omission of any commissioner, director, officer or employee of Owner, in execution or performance of this Agreement, shall be made against the~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. Owner and not against such commissioner, director, officer or employee. The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of this Agreement shall be made against the Architect and not against any director, officer or employee of the Architect.~~

§ 8.2 ~~MEDIATION~~ DISPUTE RESOLUTION

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates related to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. resolution set forth in Section 8.2.4.~~

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

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

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

«» Arbitration pursuant to Section 8.3 of this Agreement

«X» Litigation in a court of competent jurisdiction pursuant to Article 8.

«» Other (Specify)

«»

§ 8.3 ARBITRATION

ARTICLE 9 TERMINATION OR SUSPENSION

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~ 9.1 Unless Owner is entitled to withhold payment in accordance with this Agreement,

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

~~ARTICLE 9 — TERMINATION OR SUSPENSION~~

~~§ 9.1~~ If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. ~~In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Unless payment in full is received by the Architect within seven days of the date of notice, the suspension shall take effect without further notice.~~ Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. undisputed sums due prior to suspension.

~~The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~ § 9.2 The Owner may suspend Architect's services or the Project at Owner's convenience and without cause at any time

~~§ 9.2~~ If the Owner suspends the Project, upon written notice to Architect. If the Owner suspends the Project for more than thirty consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, ~~the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules shall be equitably adjusted for the performance of Architect's services shall be equitably adjusted, if and as appropriate given the stage of the Project at the time of suspension and resumption, and reason for the suspension. No adjustment shall be made if the suspension is attributable to the Architect's failure to perform the services in accordance with this Agreement, for breach by the Architect of any provision of this Agreement, or for any other reason which is the fault of the Architect. .

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

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

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

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

~~§ 9.7~~ ~~Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. If the Architect is adjudged as bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Architect's insolvency, or if any provision of the bankruptcy law is invoked by or against the Architect, or if the Architect persistently or repeatedly refuses or fails (except in cases for which extension of time is provided), to perform the Services in accordance with the Agreement, then notwithstanding any other rights or remedies granted the Owner, the Owner may, without prejudice to~~

any other right or remedy, (i) terminate the employment of the Architect and/or (ii) finish the Services by whatever method the Owner may deem expedient. In such case, the Architect shall not be entitled to receive any further payment until the Services are finished and the Owner may be entitled to recover and deduct from any remaining amounts due Architect all damages allowed by law.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9. Promptly upon the termination of this Agreement or the Architect's Services and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all documents prepared by Architect in the performance of its Services under this Agreement, including without limitation all drawings and specifications, and all models prepared by the Architect for the Project prior to the effective date of termination, so as to avoid any delay or increased cost of the Project.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations-representations at no additional cost to Architect. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall may in its sole discretion provide professional credit for the Architect in the Owner's promotional materials for the Project.-

§ 10.8 If the Architect or Owner receives information specifically-considered and designated by the other party as "confidential" or "business proprietary," "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or-and (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information-information, as the case may be. Furthermore, Architect or Owner shall not withhold such information if, in doing so, would violate the law or create a risk of significant harm to the public. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information considered as "confidential" or "business proprietary" by Owner.

§ 10.9 Independent Contractor. The Architect agrees that all Services performed under this Agreement are being performed by Architect as an independent contractor and not as an employee or agent of Owner. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Owner and Architect, Architect's employees, subcontractors, subcontractors' employees or any person supplied by Architect in the performance of Architect's obligations under this Agreement and does not entitle said persons to rights or benefits from Owner normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. The Architect and the Architect's consultants shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Owner with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Architect from its consultants, if any, on behalf of Owner.

§ 10.10 Retention of Records Architect and any consultant shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Architect or termination of this Agreement for audit, inspection and copying upon Owner's request.

§ 10.11 Subcontracts The Architect shall insert into all subcontracts the paragraphs herein entitled "INSURANCE," "RETENTION OF RECORDS," and "INDEMNIFICATION."

§ 10.12 Compliance with Laws

The Architect shall comply with applicable federal and state laws and local ordinances and regulations in providing services within the scope of this Agreement, including but not limited to the following:

- .1 The Architect shall comply with, and require all persons providing any of the Services on its behalf to comply with, to the extent applicable, all applicable federal and state laws and governmental rules and regulations now or hereafter in effect pertaining to equal employment opportunity and discrimination in provision of the services, including the provisions of the Equal Employment Opportunity Clause. Architect specifically represents and certifies to Owner that Architect complies with all applicable provisions of the Illinois Human Rights Act and that it maintains, and shall maintain at all times during the period it is required to perform the Services, a written sexual harassment policy in full compliance with Section 2-105(A)(4) thereof.
- .2 To the best of the Architect's knowledge, no officer or employee of Architect has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record. Architect's Proposal to the Owner seeking a contract for the performance of the architectural services for this Project was made without any connection or common interest in the profits anticipated to be derived from the Agreement by the Architect with any other person submitting proposals to the Owner for this Project. The Agreement terms are in all respects fair and the Agreement is entered into by the Architect without collusion or fraud and no commissioner, official, officer or employee of the Owner has any direct or indirect financial interest in the Architect's Proposal or in the Architect.
- .3 The Architect certifies that it is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Architect further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A. misdemeanor and, in addition, voids the Agreement between Architect and Owner, and allows the Owner, a municipal entity, to recover in a civil action all amounts

paid to the Architect.

- .4 If Architect has 25 or more employees on the date of this Agreement, Architect knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. The Architect further certifies that it has not been debarred and is not ineligible for award of this Agreement as the result of a violation of the Illinois Drug Free Workplace Act.
- .5 The Architect hereby certifies that, to the best of its knowledge, no individual employed or otherwise retained by Architect or any of Architect's consultants to perform the Services has been convicted of a crime that would make the individual ineligible to be employed by Owner in accordance with 70 ILCS 1205/8-23.

§ 10.13 Headings The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

§ 10.14 Notices All notices required pursuant to this Agreement shall be sent to the attention of:

Owner:
Joseph DeLuce
Champaign Park District
706 Kenwood Avenue
Champaign, IL 61821
T: 217-398-2550
Email: joe.deluce@champaignparks.com

Architect:
Ed Scopel
RATIO Architects, Inc.
301 North Neil Street, Suite 102
Champaign, IL 61820
T: _____

ARTICLE 11 COMPENSATION

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

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

«» A stipulated lump Sum of Ninety Thousand and 00/100 Dollars (\$90,000.00) ("Architect's Fee").

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

-
«» NA

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

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

«»

Any other additional services will be provided upon a negotiated fee mutually agreed to by Architect and Owner.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (%), or as otherwise stated below:~~ zero (0%).

«»

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: See Section 11.1

Schematic Design Phase		percent (%)
Design-Development Phase		percent (%)
Construction Documents Phase		percent (%)
Bidding or Negotiation Phase		percent (%)
Construction Phase		percent (%)
Total Basic Compensation	one hundred	percent (100 %)
Schematic Design Phase	«»	percent («100» %)
		percent (%)
		percent (%)
		percent (%)
		percent (%)
«» Permit and Lighting			
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u> <u>%)</u>

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth ~~below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices and appended to Exhibit A.~~
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«»

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 ~~Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~

- ~~.8~~ Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ .7 Site office expenses; and
- ~~.11~~ .8 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~1~~ percent (~~1~~%) of the expenses incurred ten percent (10%). Reimbursable Expenses shall not exceed Five Hundred and 00/100 Dollars (\$500.00) without prior written approval of Owner. Architect shall provide all supporting documentation regarding such Reimbursable Expenses

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

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows: Intentionally omitted.~~

«»

§ 11.10 PAYMENTS TO THE ARCHITECT

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

§ 11.10.2 Unless otherwise agreed, payments for services shall be made ~~monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~ in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq.
(Insert rate of monthly or annual interest agreed upon.)

«»

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or ~~has been found liable for the amounts in a binding dispute resolution proceeding.~~ Owner has disclosed in writing that the services provided fail, in Owner's opinion, to meet Owner's reasonable expectation consistent with the terms and conditions of this Agreement. Notwithstanding the foregoing, Owner may withhold amounts from the Architect's compensation in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

«»§12.1 The Owner will use reasonable efforts to require, and Architect shall provide in any Contract Documents prepared by Architect on behalf of Owner, that the Contractors responsible for construction shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death to the extent caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose act of them may be liable. Such insurance shall provide substantially that: "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§12.2 In the event Architect provides services in phases beyond Schematic Design, the Architect and the Owner agree that a provision containing substantially the following language will be inserted in the Contract Documents in the interests of both parties: "To the fullest extent by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, its commissioners, officers, employees, representatives and volunteers and the Architect and their employees and consultants from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any intentional wrongful act or any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would exist as any party or person described in the Contract. In any and all claims against the Owner, its commissioners, officers, employees, representatives and volunteers and Architect or any of the employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph of the Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts. Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not to limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by any Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus consists of travel, long distance telephone and reproduction of documents."

§12.3 The Architect shall at its own cost promptly cure any breach of its obligations under this Agreement. Should Architect refuse or neglect to cure such breach within a reasonable time, taking into consideration the nature of the breach and its impact on the progress or the cost of the Work, after receiving reasonable notice requesting such cure from Owner, then Owner shall be entitled to cure such breach following additional notice of such intended action to Architect, and recover the cost of such cure from Architect. This commitment by Architect is in addition to and not in substitution for, any other remedy which the Owner may have at law or in equity.

§12.4 In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~

- ~~.3~~ .2 Other documents:

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

«» a. Exhibit A – RATIO Architects, Inc. Design Services Proposal (dated August 30, 2017), attached to and incorporated as part of this Agreement by reference. In the event of a conflict or inconsistency between the Agreement and Exhibit A, both shall be construed in a manner most favorable to Owner.

b. Standard Certifications, attached to and incorporated as part of this Agreement as Exhibit A.

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

OWNER

(Signature)

(Printed name and title)

OWNER

CHAMPAIGN PARK DISTRICT

«»

(Signature)

« »

(Printed name and title)

(Signature)

(Printed name and title)

648681

ARCHITECT

(Signature)

(Printed name and title)

ARCHITECT

RATIO ARCHITECTS, INC.

«»

(Signature)

«»

(Printed name and title)



EXHIBIT A

RATIO

Architecture Preservation Interior Design Landscape Architecture Urban Design + Planning Graphic Design

August 30, 2017

Mr. Joe Deluce Executive
Director Champaign Park
District 706 Kenwood
Road
Champaign, Illinois 61821

Re: North Champaign Community Center
Programming/Program Confirmation and Schematic Design Phase Design Services Proposal

Dear Joe,

Thank you very much for selecting RATIO Architects ([hereinafter alternatively referred to as, "Architect" or "RATIO"](#)) to partner with the Champaign Park District in advancing the North Champaign Community Center project. [We Architect are-is](#) honored to participate in a project that will enhance both a neighborhood and our community. The following constitutes our understanding of the scope of the work and our fee proposal.

PROJECT SCOPE

The project consists of the design and construction of a new, North Champaign Community Center in Human Kinetics Park on North Market Street in Champaign, Illinois. [We Architect understands](#) the project budget target is ten million dollars, and [we_](#) further understands that approximately 60% of that sum has been pledged in support of the total project cost. Accordingly, [we Architect understands](#) there may be a period of necessary fundraising which may temporarily interrupt the design schedule progress. [We-It is assumed that](#) owner's costs, fees, etc. ~~to~~ represent approximately 20% of the project cost, thereby allocating approximately eight million dollars for construction.

The District provided RATIO with the June 6, 2107 document, *Human Kinetics Park and North Champaign Community Center* which describes potential programmatic needs. The document also includes a preliminary cost estimate provided by a third party as well as a preliminary project schedule. In general terms, [we Architect understands](#) the project to include a gymnasium, two indoor pools (therapy and lap pool), classroom(s), multi-function spaces, a kitchen, administrative spaces, and a basement. Site work includes parking, it may include ~~athletic~~ the development of athletic field(s), and it may include other outdoor amenities (walking paths, etc.).

[We Architect assumes](#) the project will follow a traditional design/bid/build methodology. [We do not anticipate t](#)he involvement of a construction manager [is not anticipated.](#)

Mr. Joe Deluce

Page 2

August 30, 2017

We Architect understands the District does not intend to formally pursue LEED accreditation, but there may be an interest in collaboratively making environmentally responsible decisions in support of the project. We Architect will support an initiative to make such decisions and materials selections.

DESIGN SERVICES

RATIO Architects will provide architecture design, landscape architecture design, and interiors architecture design. The design and specification of furniture, fixtures, and equipment (FF&E) is excluded from this proposal, but we have the there is in-house expertise to design and specify the FF&E, as desired. It is also unclear to us if whether the project scope will necessitate the need to engage a kitchen equipment consultant. The services of an acoustician and/or an audiovisual consultant are excluded from this proposal. Consultants, including the basic services they will provide, are noted below.

Basic Services include the following phases of work: Schematic Design, Design Development, Construction Documents, Bidding & Award, and Construction Administration. We propose making submittals, with a corresponding cost estimate, after each of the following design phases: Schematic Design, Design Development, and at the 95% completion of Construction Documents. During the Construction Administration phase, we Architect proposes weekly, onsite Owner/Architect/Contractor meetings, concurrent with observation of the work, and we assumes that the construction te will occur over a period of fourteen months.

The following scope of work is not recognized as a Basic Service, but we Architect proposes providing the following services as part of this agreement at no additional cost to the Champaign Park District: A) We will p Provide Programming/Program Confirmation services prior to the Schematic Design phase within the scope of this proposal. B) In the interest of supporting fundraising efforts, and at the conclusion of the Schematic Design Phase, we will generate a document for your Owner's use that includes plans and elevations. C) We will a Augment the document with three rendered images: A graphic site plan, an exterior perspective, and an interior perspective. We Architect will provide the District with ten bound, hard copies, and we will also —transfer the information to you the District digitally.

We Architect understands the District currently intends to authorize the provision of design services through the Schematic Design Phase only. Accordingly, we Architect will generate an AIA Owner/Architect Agreement that reflects this initial, limited phase of design services.

DESIGN TEAM

RATIO Architects proposes the following design team for the Project:

RATIO Architects	Architecture, Landscape Architecture, Interior Design
BRiC Engineering	Mechanical, Electrical, Plumbing, and Fire Protection
Bacon, Farmer, Workman	Structural Engineering
Councilman Hunsaker	Aquatics Design
Berns Clancy	Civil Engineering
Middleton Construction Consulting	Cost Estimating

SCHEDULE

A preliminary project schedule was provided to RATIO Architects by the District in the *Human Kinetics Park and North Champaign Community Center* document. With the understanding that fund raising may impact the design schedule, [we Architect](#) proposes discussing the schedule with the District and arriving at a mutually agreeable project schedule. [We are Architect is](#) prepared to begin work immediately, upon receipt of a signed proposal.

COMPENSATION

In consideration of the Project Scope, Design Services, and Schedule we offer a lump sum fee of Six Hundred Thousand Dollars (\$600,000; [for all phases on a](#) per phase [basis](#) as follows:

Programming/Program Confirmation	no cost*
Schematic Design (15%)	\$ 90,000 *
Design Development	\$120,000
Construction Documents	\$210,000
Bidding & Award	\$ 30,000
Construction Administration	\$ 150,000
	\$600,000

***[This However, the](#) proposal [in this Exhibit A](#) is intended to represent the cost of design fees associated with Programming/Program Confirmation and Schematic Design (i.e. \$90,000). Subsequent phases of work (Design Development, Construction Documents, Bidding & Award, and Construction Administration) are included for reference [under the assumption in](#) that, at a future date, the District [will may](#) authorize RATIO Architects to [advance the undertake such](#) work.**

[Should in the event](#) the scope and project budget increase measurably, [we both Parties](#) reserve the right to request an opportunity to revisit the scope of the work and the corresponding fee.

REIMBURSABLE EXPENSES

Expenses attributable to your project will be invoiced as a Reimbursable Expense [at 1.10 times plus ten percent \(10%\) of](#) the item's expense. Expenses may include [the following, which are subject to Owner approval](#):

- A. Drawing Reproduction/Photographic Reproduction
- B. Copying
- C. Supplies
- D. Mailing/Express Mail
- E. Mileage/Lodging/Meals/Auto Rental/Travel per Diem
- F. Renderings (beyond the three noted above)
- G. Animations
- H. Agency reviews and fees
- I. Other, approved, miscellaneous expenses

~~We Architect~~ estimates reimbursable expenses for all phases will not exceed Four Thousand Dollars (\$4,000.00). * **
~~We Architect~~ will only invoice for expenses incurred in the interest of the project, and ~~we~~ will provide back-up receipts with our invoicing as required. Any monies remaining within this estimate at the completion of the project will revert to the client in full.

* Note: ~~We Architect~~ assumes the reproduction of actual documents will be limited. ~~Related, we Accordingly, Architect~~ assumes bid set distribution will be electronic, not printed, hard copies.

** **Note: Assume that reimbursable expenses will not exceed \$500 for work associated with the Programming/Program Confirmation and Schematic Design phases of work.**

ADDITIONAL SERVICES

Any additional services beyond the identified Design Services, which ~~you Owner~~ may request, will be invoiced at the hourly rate of the personnel assigned to the task. Services provided by RATIO will be performed in accordance with RATIO's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance contracting. ~~This That~~ schedule is updated annually and is available upon request appended hereto. If an additional service is requested, ~~we Architect~~ will prepare a written proposal, identifying ~~our the applicable~~ services and proposed compensation, ~~for your for~~ Owner's review and approval decision prior to initiating the requested services.

PAYMENT SCHEDULE

Invoices will be sent monthly and shall be in proportion to services performed. Payment is due upon receipt. Amounts unpaid thirty (30) days after being received will bear interest at one and one half percent (1 1/2%) per month accrued in accordance with the Illinois Local Government Prompt Payment Act.

INSURANCE

In consideration of the Project Scope, Design Services and Compensation, RATIO Architects will maintain insurance coverage for this project with the following limits:

General Liability

\$1,000,000 each Occurrence Limit, \$2,000,000 Aggregate

Automobile Liability

\$1,000,000 CSL each accident, \$1,000,000 for Hired and Non-Owned Liability each Accident

Worker's Compensation

~~\$500~~1,000,000 each Accident, ~~\$500~~1,000,000 Disease Policy Limit

Professional Liability

\$5,000,000 per Claim, \$5,000,000 Aggregate

ABANDONMENT

If the project is abandoned, in part or in whole, payment on account of the services performed will be made upon presentation of a final accounting of allowed and properly performed services rendered and expenses incurred since the last paid invoice to the date of such action.

Mr. Joe Deluce
Page 5
August 30, 2017

Please review this proposal and if all is in order, return an executed original for our file, at which time we will draft an AIA Owner/Architect agreement for your review. If you have any questions, do not hesitate to contact me directly. Thank you for considering RATIO Architects for your interesting project.

RATIO Architects, Inc.

Sincerely,

A handwritten signature in black ink that reads "Edward J. Scopel." The signature is written in a cursive style with a large initial "E" and a long, vertical tail on the "l".

Edward J. Scopel, AIA
Principal

CC:

AUTHORIZATION TO PROCEED:

Mr. Joe Deluce
Executive Director
Champaign Park District

Date



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 8, 2017

SUBJECT: Flower Island Fee

Background

The Flower Island Program began in 1988 with a dedicated goal to "Improve the aesthetic condition of the community by planting flower islands through partnerships with the local business community". The program has been very successful, has been recognized with awards and provides job opportunities to seasonal and full-time employees. It began with six beds and currently has over 100 beds in the program.

In practice, sponsors of the islands pay a fee to cover the direct operating costs of their island, as well as an amount to fund islands on public properties such as schools, rights-of-way and not-for-profit organizations.

Additional Board requested information is attached.

Prior Board Action

Fee increases have been periodic throughout the life of the program, but were approved on an as-needed basis. A cost recovery goal of 75% was set by the Board in September of 2006 for the program. The program has had a cost recovery of approximately 62% since 2010. The most recent increase in fees was completed in 2012.

This action was tabled by the Board at the Oct. 25 special meeting and additional information about the Flower Island Program was requested.

Budget Impact

The Flower Island Program has a FY2017 budget of \$195,360. Current participants in the program are charged \$11.10 per square foot which does not meet the 2006 cost recovery goal set by the Board. Even with the approval of this increase, staff will continue to evaluate the program over the next year for possible cost reductions and multi-year fee increase recommendations.

Recommended Action

Option 1: To reach a 75% cost recovery in three years, the Flower Island Program fee would need to raise to \$11.10 per ft² to \$12.00 per ft² (an approximate 8% increase) for the 2018 season, increase to \$12.96 for the 2019 season, and increase to \$14.00 for the 2020 season.

Option 2: To reach a 100% cost recovery in one year, the Flower Island Program fee would need to increase from \$11.10 per ft² to \$17.82 per ft² for the 2018 season.

Staff recommends Board approval of **Option 1**.

Prepared by:

Reviewed by:

Daniel Olson
Director of Operations

Joe DeLuce
Executive Director

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

CHAMPAIGN PARK DISTRICT

FLOWER ISLAND BEDS - 2017

SITE	LOCATION	SQUARE FEET	SPONSORSHIP
Area Wide Reporting	301 W. White Street	55	Direct (Area Wide)
Ashford Industrial Plaza	4110 Colleen Drive	60	Direct (Ashford)
Bacon & Van Buskirk	801 South Neil	125	Direct (Bacon & Van Buskirk)
BankChampaign	Market Place	100	Direct (BankChampaign)
BankChampaign	Neil & Devonshire	105	Direct (BankChampaign)
Bielfeldt Athletic Administration Building	1700 S. Fourth Street	300	Direct (Bielfeldt)
Biggby Coffee-Baskets (4)	401 S. Mattis Ave.	12*	Direct (Biggby)
Bloomington Mattis	-----	420	Public
Boulder Ridge Homeowners Assoc	West Bradley entrance	50	Direct (Boulder Ridge)
Busey Bank-East Bed	909 W. Kirby Avenue	175	Direct (Busey)
Busey Bank-West Bed	909 W. Kirby Avenue	190	Direct (Busey)
Busey Services	Windsor Rd & Fox Dr.	100	Direct (Busey)
Campus Property Management	52 E. Armory Street	55	Direct (CPM)
Campus Property Management	202 E. Chalmers Street	70	Direct (CPM)
Campus Property Management	301 E. Chalmers Street	60	Direct (CPM)
Campus Property Management	608 East Chalmers Street	50	Direct (CPM)

SITE	LOCATION	SQUARE FEET	SPONSORSHIP
Campus Property Management	Crescent & John Streets	50	Direct (CPM)
Campus Property Management	304 East Daniel Street	70	Direct (CPM)
Campus Property Management	507 S. 4 th Street	80	Direct (CPM)
Campus Property Management	4 th & Healey	75	Direct (CPM)
Campus Property Management	903 S. Locust Street	55	Direct (CPM)
Campus Property Management	909 S. Locust Street	55	Direct (CPM)
Campus Property Management	408 East Springfield Avenue	65	Direct (CPM)
Campus Property Management	606 East Stoughton	80	Direct (CPM)
Campus Property Management	512 South 3 rd Street	65	Direct (CPM)
Campus Property Management	105 S. Wright Street	80	Direct (CPM)
Candlewood Suites (3 Beds)	1917 Moreland Blvd	84	Direct (Candlewood)
Carriage Center	Carriage Center & Neil	113	Direct (Coldwell Banker)
Carver Park – sign	Carver Drive & Bradley Avenue	42	Public
Central Illinois Bank North	2913 W. Kirby Avenue	90	Direct (CIB)
Central Illinois Bank South	2913 W. Kirby Avenue	90	Direct (CIB)
Central Illinois Bank	302 W. Springfield Avenue	110	Direct (CIB)
Rosecrance Health Services	Fox Drive	72	Public
Ch Mental Health TIMES CTR	70 East Washington Street	195	Public
Champaign Surplus Store	303 South Neil	27*	Direct (Champaign Surplus)

SITE	LOCATION	SQUARE FEET	SPONSORSHIP
Chase Bank – raised bed	201 W. University	44	Direct (RMR Ventures)
Chase Bank – containers (3)	201 W. University	21*	Direct (RMR Ventures)
Christopher Jewelry-baskets (11)	124 N. Neil St.	33*	Direct (Christopher)
Church Street Square	Church & Randolph	12*	Direct (David Meyer)
Clayton Road & Bradley	-----	140	Public
Complete Care Pharmacy	14 E. Washington St.	6*	Direct (Complete Care)
Const. Eng. Research Lab	2902 Newmark Drive	195	Public
Crispus Attucks Place - Sign	Bradley & Crispus Drive	45	Public
Custom Flooring	315 S. Neil	70	Direct (Custom Flooring)
Custom Flooring Boxes	315 S. Neil	3*	Direct (Custom Flooring)
Dankle, Brunson, Lee Ltd. DDS	102 W. Springfield Avenue	61	Direct (Dankle)
Dankle, Brunson, Lee Ltd. DDS	102 W. Springfield Avenue	24	Direct (Dankle)
Dankle, Brunson, Lee Ltd. DDS	102 W. Springfield Avenue	18	Direct (Dankle)
Dean's Blueprint (2 Beds)	404 E. University Avenue	64	Direct (Dean's Blueprints)
Dental Office-North	1715 Broadmoor	60	Direct (Dr. Chladny)
Dental Office-South	1717 Broadmoor	60	Direct (Gray, Yallaly, & Black, DDS)
Developmental Services	1304 W. Bradley Avenue	120	Public
Devonshire South	Windsor & Prospect	50	Direct (DSHA)
Doctor Offices	410 East University Avenue	75	Direct (Sullivan Plumbing)

SITE	LOCATION	SQUARE FEET	SPONSORSHIP
Downtown Baskets (8)	Church Street	24*	City
Downtown Baskets (6)	City Building	18*	City
Downtown Baskets (3)	East Main Street (Kuhn's Block)	9*	City
Downtown Baskets (5)	East Main St. (News Gazette Block)	15*	City
Downtown Baskets (11)	North First St.	33*	City
Downtown Baskets (7)	Neil Street	21*	City
Downtown Bed #1	Park Avenue	283	City
Downtown Bed #2	Park Avenue	325	City
Downtown Bed #3	Park Avenue	125	City
Downtown Bed #4	Park Avenue	257	City
Downtown Bed #5	Park Avenue	186	City
Downtown Containers (5)	City Building	30*	City
Downtown Containers (2)	East Main & Chestnut	12*	City
Downtown Containers (2)	East Main & Neil	12*	City
Downtown Containers (1)	East Main - N. Parking Lot	4*	City
Downtown Containers (3)	Esquire	24*	City
Downtown Containers (2)	Neil and Chester	12*	City
Downtown Containers (2)	Park and Neil	16*	City
Downtown Containers (7)	Police Station	42*	City

SITE	LOCATION	SQUARE FEET	SPONSORSHIP
Downtown Containers (2)	Taylor & Neil	22*	City
Downtown Containers (2)	Walnut & Chester	17*	City
Downtown Containers (2)	Walnut & University	12*	City
Downtown: Chester & First – Circle	-----	45	City
Downtown: Chester & First – Ellipse	-----	150	City
Drury Inn – East Bed	905 W. Anthony Drive	185	Direct (Drury Inn)
Drury Inn – Canopy Bed	905 W. Anthony Drive	12	Direct (Drury Inn)
Drury Inn – South Entry-South	905 W. Anthony Drive	125	Direct (Drury Inn)
Drury Inn – South Entry-North	905 W. Anthony Drive	30	Direct (Drury Inn)
Drury Inn – West Center	905 W. Anthony Drive	55	Direct (Drury Inn)
Duncan & Windsor	-----	150	Public
Elite Entertainment	106 S. Country Fair Dr.	95	Direct (Elite Entertainment)
Esquire Lounge – 4 Beds	106 N. Walnut Street	120	Direct (Esquire)
Ford City-Illini Nissan	701 Marketview Dr.	150	Direct (Ford)
Fire Station – N. Mattis	1810 North Mattis Avenue	168	Public
First Bank	114 W. Church St.	65	Direct (First Bank)
4 th and Washington Street	-----	360	Public
Gallo-Miller	501 W. Kenyon Road	60	Direct (Gallo-Miller)
Gleason Hagen Ramshaw N.	1615 South Neil	190	Direct (GHR)

SITE	LOCATION	SQUARE FEET	SPONSORSHIP
Gleason Hagen Ramshaw S	1615 South Neil Street	130	Direct (GHR)
Herriot's Rentals	1420 N. Neil St.	100	Direct (Herriot's)
Housing Authority – East	205 W. Park Street	75	Public
Housing Authority – West	205 W. Park Street	75	Public
Dr. Huls Office – Bed	481 Devonshire Drive	110	Direct (Coldwell Banker)
Dr. Huls Office – 2 Barrels	481 Devonshire Drive	6*	Direct (Coldwell Banker)
Human Kinetics - Corner	Market & Kenyon	215	Direct (Human Kinetics)
Hyatt Place Hotel	Neil and Church	327	Direct (Hyatt)
Infant Parent Institute	328 N Neil	6*	Direct (IPI)
International Soc. of Arboriculture	2101 W. Park Ct.	160	Direct (ISA)
Interstate Research Park	Mattis - Interstate Drive	350	Direct (Newt Dodds)
Ironwood Homeowner's Assoc.	Staley Rd & Ironwood Lane	90	Direct (Ironwood HA)
JSM Management Inc	6 th & Healey Apartments	110	Direct (JSM)
JSM Management Inc	6 th & White Apartments	145	Direct (JSM)
JSM Mgt-Illini Manor-Bed	401 E. Chalmers	36	Direct (JSM)
JSM Mgt Illini Manor- Barrels (2)	401 E. Chalmers	6*	Direct (JSM)
JSM Mgt - Brick Planters – (2)	500 block of East John	32	Direct (JSM)
JSM Management-Stairway Planter	500 block of East John	27	Direct (JSM)
JSM Management-Concrete Boxes	500 block of East John	23*	Direct (JSM)

SITE	LOCATION	SQUARE FEET	SPONSORSHIP
JSM Management-Containers (4)	616 East Green Street	13	Direct (JSM)
JSM Mgt-Cold Stone Creamery (2)	505 East Green Street	113	Direct (JSM)
JSM Management Office	505 South 5 th Street	90	Direct (JSM)
JSM Management	Wright & Springfield	110	Direct (JSM)
King Subdivision	Nelson & 4 th Streets	40	Public
Marine Bank	1001 South Neil Street	150	Direct (Marine Bank)
Mass Transit Dist-IL Terminal	University & Chester Streets	113	Public
McDonald's (2 Beds)	2909 W. Kirby Avenue	100	Direct (McDonald's)
Merry Ann's Diner - North	Kirby Avenue & Neil Street	120	Direct (George Shapland)
Merry Ann's Diner – South	Kirby Avenue & Neil Street	80	Direct (George Shapland)
Meyer Drapery	330 North Neil Street	6*	Direct (David Meyer)
Montessori School	805 W. Kirby Avenue	75	Direct (Montessori)
Neil-Kirby Offices	-----	75	Direct (Coldwell Banker)
Olde Towne Centre	State & Green Streets	60	Direct (Bankier Apartments)
PACA Building	44 East Washington Street	13*	Direct (PACA)
Park Place Towers-containers (2)	202 East Green Street	6*	Direct (Bankier Apartments)
Pioneer Plaza (2 Beds)	Bloomington Rd & Prospect	220	Public
Dr. Pride (2 Barrels)	110 North First Street	6*	Direct (Hosier)
Dr. Pride (7 Baskets)	110 North First Street	19*	Direct (Hosier)

SITE	LOCATION	SQUARE FEET	SPONSORSHIP
Presence Healthy Aging	410 East University Avenue	58	Direct (Sullivan Plumbing)
Ragle Dental Laboratory-Box	301 South First Street	14	Direct (Ragle)
Ragle Dental Laboratory –Bed	301 South First Street	20	Direct (Ragle)
Rental City	2508 N. Mattis Avenue	92	Direct (Rental City)
Robeson Meadows Home Assoc.	Prairie Meadow Dr. & Duncan Rd	70	Direct (RMHA)
Robeson Meadows Home Assoc.	Scottsdale Dr. & Windsor Road	45	Direct (RMHA)
Robeson Meadows Home Assoc.	Valleybrook Dr. & Duncan Road	65	Direct (RMHA)
Round Barn Center	Springfield & Mattis	240	Direct (George Shapland)
Sawgrass Home Association	Bradley & Bluegrass	35	Direct (SHA)
Sawgrass Home Association	Staley Road & Wildflower Dr.	130	Direct (SHA)
Simplified Computers	901 S. Neil Street	28*	Direct (Simplified)
Skelton Place-Step boxes (2)	302 South 2 nd	12*	Public
Skelton Place – raised planter	302 South 2 nd	55	Public
Social Security Office	101 S. Country Fair Drive	120	Direct (Geroge Shapland)
Stadium Plaza	1400 Block of South Neil	215	Direct (Coldwell Banker)
Stanley’s Alignment	421 North Neil Street	120	Direct (KWC, LLC: Kip Pope)
Tepper Electric Containers (6)	608 S Neil Street	18*	Direct (Tepper)
Tepper South Building-Barrels (2)	612 S. Neil Street	6*	Direct (Tepper)
Tepper South Building-Boxes (5)	612 S. Neil Street	7*	Direct (Tepper)

SITE	LOCATION	SQUARE FEET	SPONSORSHIP
Trails of Brittany	Brittany Trail Dr. & Staley	85	Direct (TBHA)
Trails of Brittany	Curtis Meadow Dr. & Staley	70	Direct (TBHA)
Trails of Brittany	W. Kirby Avenue and Mullikin	80	Direct (TBHA)
Trails at Chestnut Grove	North Entrance (off W. Kirby)	70	Direct (TCGHA)
Trails of Chestnut Grove	West Entrance (off Rising)	100	Direct (TCGHA)
Unit 4- Barkstall School	2201 Hallbeck Drive	58	Public
Unit 4- Bottenfield School	1801 South Prospect	200	Public
Unit 4- Centennial High School	913 Crescent	210	Public
Unit 4- Central High School	610 W. University Avenue	75	Public
Unit 4- Edison Middle School	306 W. Green	115	Public
Unit 4-Family Information Center	Bradley Avenue & Neil	96	Public
Unit 4-Franklin Middle School	817 North Harris Avenue	150	Public
Unit 4-Dr. Howard School	West University Avenue	34	Public
Unit 4-Jefferson Middle School	1115 Crescent Drive	154	Public
Unit 4-Kenwood School	Sheridan - Stratford	176	Public
Unit 4-PreKindergarten Program	800 North Randolph Street	75	Public
Unit 4-Robeson School	2501 Southmoor Drive	38	Public
Unit 4-International Prep Academy	1605 W. Kirby Ave.	200	Public

SITE	LOCATION	SQUARE FEET	SPONSORSHIP
Unit 4-Southside School	712 S. Pine	110	Public
Unit 4-Stratton School	902 N. Randolph Street	75	Public
U.S. Post Office-Campus	302 E. Green St.	6*	Public
U.S Post Office Center North Cir.	2001 North Mattis Avenue	55	Public
U.S. Post Office Center South Cir.	2001 North Mattis Avenue	55	Public
U.S. Post Office N. Rectangle	2001 North Mattis Avenue	90	Public
U.S. Post Office S. Rectangle	2001 North Mattis Avenue	90	Public
Vesuvius, USA	1404 Newton Drive	80	Direct (Vesuvius)
Wagner Machine	3200 Farber Drive	90	Direct (Wagner)
Washington Square	Randolph & Washington	248	Public
WCIA	509 S. Neil St.	50	Direct (In Kind)

* Planter Boxes, Baskets or Barrels

Items highlighted in gray are public Flower Islands supported by Flower Island direct clients.

Items highlighted in yellow are Unit 4 public school Flower Islands supported by Flower Island direct clients.

Items highlighted in blue are Flower Islands supported by the City of Champaign.

TOTALS

Total Area of Direct Sponsored Flower Island Beds	10,961 SQ FT
Total Area of Public Flower Island Beds	4,741 SQ FT
Total Area of Unit 4 Schools	1,766 SQ FT
Total Number of Direct Sponsored Flower Island Beds	115
Total Number of Public Flower Island Beds	39
Total Number of City Beds	27
Total Area of Flower Island Beds	15,702 SQ FT
Total Number of Flower Island Beds	181
Total Number of Flower Island Sponsors	59

Recreation Department

DAY CAMP REPORT

SUMMER
2017



CHAMPAIGN
PARK DISTRICT



Introduction

Each year, the Champaign Park District offers numerous day camp programs throughout the summer. While some camps have their own unique offerings and opportunities, many of the camps operate very similarly allowing participation in general recreation activities, the arts, health and wellness and field trips.

Background

Summer Day Camp planning is done on a year-round basis with regular committee meetings happening at least once per month. During planning meetings, the committee discusses parent, participant, and staff input and suggestions to aid in the development of the next season's programs. Throughout the camp program, director level staff meet with the Director of Recreation for Director's Round Tables where they are able to discuss their experiences at their facilities. These roundtable discussions help camp staff make adjustments throughout the Summer.

Prior to the start of the season, camp staff attend a variety of trainings at various District facilities. Camp staff also attended a day long training session at the Hilton Garden Inn with professional speaker, educator and author, Michael Brandwein. He covers topics on behavior management, problem solving and teaching campers life skills in the camp setting.

Most camps operate for ten (10) weeks beginning the last week of May through the first week of August. Leonhard Day Camp operates for eleven (11) weeks and ended the second week of August. In addition to providing a necessary service to the community, camp programs also provide a multitude of first time opportunities and introductory services for participants. Mini class sessions allow camp staff to cross sell other District programs for continued patronage throughout the year.

Summer 2017 Overview

Leonhard Day Camp:

This was the fourth year for camp to be held at the new Leonhard Center and staff felt it improved from last few years. With a weekly average of 123 (*slightly up from 2016 @ 115*) campers in attendance each week, combined with LRC members taking advantage of their memberships, it made for quite a busy facility. Staff worked diligently to keep campers engaged and busy with field trips, special guests, and other recreational activities throughout the summer. Staff is already working on ideas and themes for 2018.

Summer Youth Sports Camp:

The District scheduled two sports camps for 2017 that were unable to run due to low enrollment. The camps were designed to introduce campers to traditional and non-traditional sports such as flag football, badminton, basketball, and spike ball. In addition to the physical components, the camp's goals were to help to instill sportsmanship, teamwork and fair play. For future planning, staff will be hired to assist with sport activities at each camp offered throughout the District to introduce new sports, trends, etc. to create more awareness and interest to offer more sports programs to our residents.

Douglass Day Camp:

Douglass staff planned a variety of activities that exposed campers to new and different things that they might not have experienced before such as gardening, visiting Scovill Zoo, and creating healthy snacks with Illinois Extension staff. Douglass camps work cooperatively with the City of Champaign to provide free camp to youth in specific neighborhoods in Champaign through the Community Matters grant program. Over the summer, Douglass received funding to offer six (6) spots per week for campers ages 6-11.

Douglass Teen Camp:

Douglass Teen Camp caters to youth ages 12-15 and provides them with opportunities to learn and grow through recreation. Teens go on weekly out of town field trips in addition to learning about the many local treats in the CU. Teens took advantage of college tours, career exploration and goal setting throughout the summer. This summer, Community Matters grants funded seven (7) spots per week for teens who lived in specific neighborhoods in Champaign.

Girls Explore Camp:

Over the summer, Douglass hosted ten (10) weeks of Girls Explore camp which focuses on Science, Technology, Engineering, Arts and Math (STEAM) for girls in grades 4-7. Sessions offered this year included: Biology, Art, Kitchen Creations, Animals, Maker Girl, Engineering, Gymnastics, Physics, Inventions, and the Girls Go for it: Power up! Leadership camp. Girls Explore camps have fewer available spots than others to allow for a more intimate learning environment. Due to the popularity of this camp, the District will offer a *Kids Explore* camp program to be more inclusive.

Creative Kids – Springer Cultural Center:

This camp provides experiences in culturally based activities as well as traditional camp activities. Since it is held at the Cultural Center, campers can take advantage of what the facility offers including pottery, art projects in the art studio, and creative movement courses with our Dance Arts staff. Creative Kids Camp works to expose campers to specialty programs offered at Springer and the instructors that teach those programs to build relationships for repeat patronage. This is a focus for all of our camps as well.

CUSR – FKO and Camp Spirit:

Camp Spirit was hosted at Edison Middle School while FKO (For Kids Only) was held at the Spalding Recreation Center. Staff are split into shifts at these camps to ensure safety and security of all campers and staff. Camp can be long days for participants within this program so making the option of a split day really helps with behaviors, discipline, etc. This camp remains just as inclusive as our other camps, does similar activities and takes similar trips as the other camps. FKO & Camp Spirit visited many places over the summer such as: Champaign Gymnastics Academy, Crystal Lake Pool, Sholem Aquatic Center, Champaign Public Library, Savoy Movie 10, Fairview Aquatic Center, Bloomington Children's Museum, Brookemont Bowling and the Kankakee Valley Ice Arena. These two camps also coordinated two (2) fundraisers: Bake sale and a mini carnival.

Attendance

The Champaign Park District strives to attract and retain participants by offering a variety of program options at an affordable rate. However, there are many other agencies who also provide similar opportunities at comparable or lower rates that could affect program numbers. Our programs provide opportunities for those ages 5-22. (16-22 offered at CUSR camps)

Season	2014	2015	2016	2017
Location				
CommUnity Matters	300	211	169	130
Creative Kids	288	537	627	637
CUSR-FKO	252*	112	149	143
CUSR-Spirit	252*	111	175	203
Douglass Day Camp	294	387	445	398
Douglass Teen Camp	55	58	72	53
Girls Explore	N/A	101	108	88
Leonhard Day Camp	1609	1434	1268	1235
Leonhard Teen Camp	N/A	N/A	134	116
Youth Sports Camp	N/A	N/A	N/A	0

**Camp numbers were combined for FKO & Spirit camps in 2014 reporting.*

Community Partners

Community partners allow program coordinators the opportunity to provide more variety in their camp programs. Partners contribute in a variety of ways including adding specialized curriculum, volunteering and doing guest presentations for campers. Some of the partners this season were:

- Maker Girl
- Common Ground
- Girls Go for It
- U of I Biology Department
- Champaign Gymnastics Academy
- Champaign-Urbana Public Health District
- Champaign Unit 4 School District
- University of Illinois Extension Office
- Champaign County Farm Bureau
- Sola Gratia Farms
- Tony Noel Agricultural Center

Food Programs

The Champaign Park District works closely with Champaign-Urbana Public Health District (CUPD) and Champaign Unit 4 Schools to provide food to youth during the summer. CUPD provides snacks to Leonhard and Creative Kids Camps. Champaign Unit 4 Schools provides breakfast and lunch to Douglass camps and community youth as a part of a federal grant program that specializes in providing out of school time meals to youth (18 and under) in low-income areas. This summer, there were a total of 5,520 (breakfast/lunch) snacks provided at Creative Kids Camp, 11,150 snacks (breakfast/lunch) provided at Leonhard Day Camp, 2,826 meals served at Douglass Day Camp and 538 meals served to community youth at Douglass Community Center.

Budget Impact

Camp prices are reviewed and compared against other entities that provide a similar service to ensure prices are competitive yet affordable. Below is a quick snapshot on how camps did this summer with expenses (reflecting staff costs, program supplies/equipment, space rental and transportation, food supplies, cell phones, field trips, contractual personnel, books/manuscripts, staff uniforms and participant uniforms).

		2017	2016	2015
Creative Kids	Fees	\$74,898.00	\$70,987.50	\$53,285.50
	Expenses	\$60,180.00	\$56,046.70	\$40,144.04
	Net	\$14,718.00	\$14,940.80	\$13,141.46
Douglass Camp	Fees	\$38,946.00	\$41,972.50	\$41,619.74
	Expenses	\$54,884.00	\$62,049.80	\$70,178.84
	Net	(\$15,943.00)	(\$20,077.30)	(\$28,559.51)
LRC Day/Teen Camp	Fees	\$165,104.00	\$166,797.70	\$145,013.80
	Expenses	\$152,313.00	\$145,921.36	\$146,688.63
	Net	\$11,791.00	\$14,876.34	(\$1,6891.12)
Girls Explore Camp	Fees	\$14,378.00	\$17,942.00	
	Expenses	\$13,712.00	\$10,173.76	
	Net	\$666.00	\$7,763.24	
Douglass Teen Camp	Fees	\$13,913.00	\$11,954.00	\$9,047.76
	Expenses	\$16,534.00	\$23,101.19	\$22,380.93
	Net	(\$2,621.00)	(\$11,147.19)	(\$13,333.17)
CUSR Camp Spirit	Fees	\$21,178.00	\$14,427.00	\$14,427.00
	Expenses	\$67,428.00	\$43,217.86	\$43,217.86
	Net	(46,250.00)	(\$28,790.86)	(28,790.86)
CUSR For Kids Only	Fees	\$14,308.00	\$9,183.00	\$9,183.00
	Expenses	\$59,929.00	\$41,466.70	\$41,466.70
	Net	(\$45,611.00)	(32,283.70)	(\$32,283.70)

Scholarship

District scholarships were awarded in the following amounts:

- Douglass Camps- \$2,524.00
- Creative Kids: Springer Cultural Center-\$2,526.00
- FKO/Camp Spirit-\$1,862.00
- LRC Camp-\$8,181.00

Monetary and In-Kind contributors

We work with local entities in town to provide financial assistance and residents can apply for assistance from our scholarship program. Those entities are:

- Champaign-Urbana Public Health District
- City of Champaign Neighborhood Services
- Child Care Resources

Prepared by:

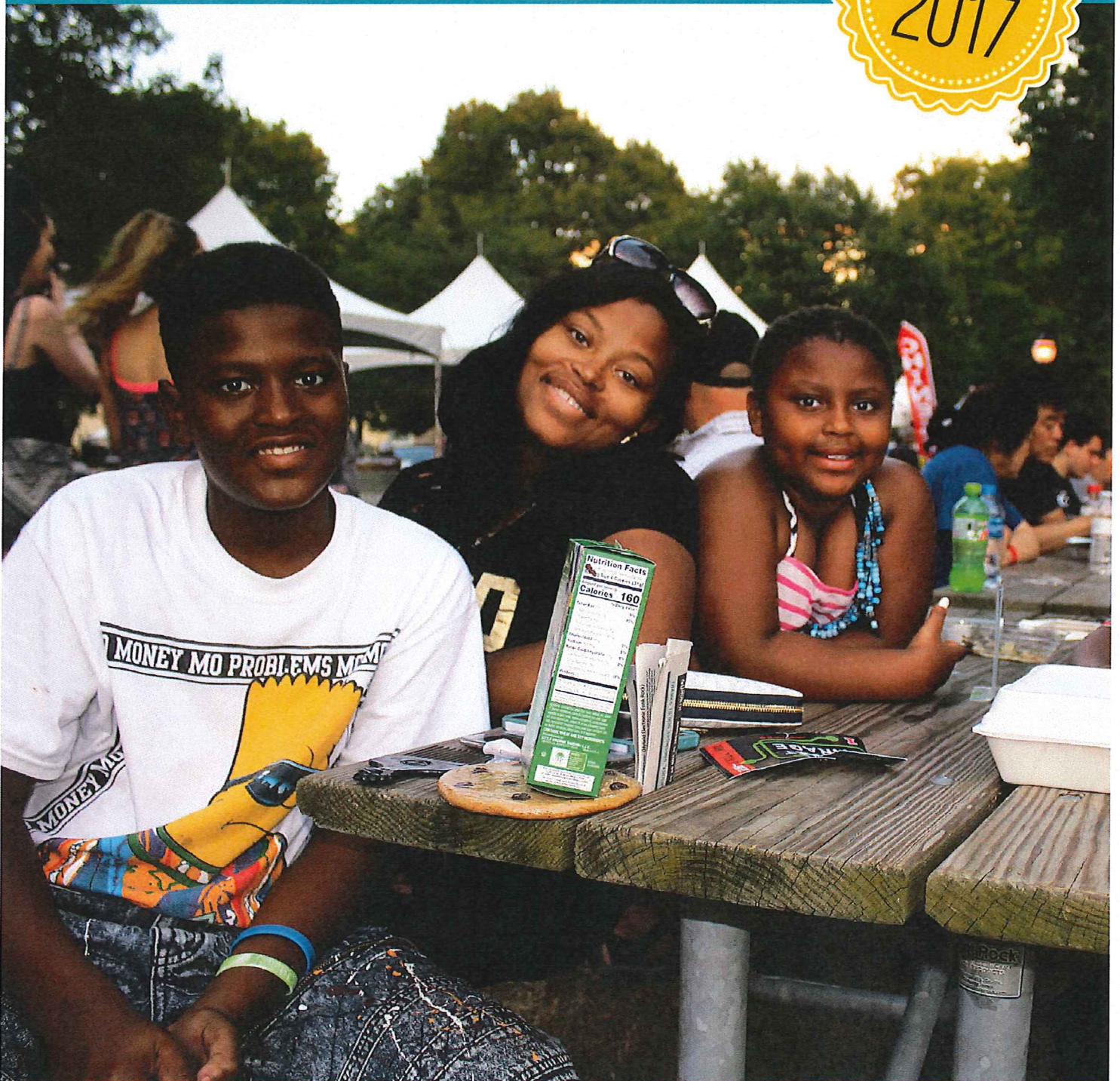
Reviewed by:

Day Camp Committee

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Director of Recreation

Recreation Department

TASTE REPORT



CHAMPAIGN
PARK DISTRICT



CHAMPAIGN PARK DISTRICT

Event Details

Location: West Side Park

Date: Friday, August 18-19, 2017

Time: Friday 5:00-11:00p and Saturday 11:00a-11:00p

Attendees entered the park through six main entrance points this year. At each entrance, various non-profit organizations were responsible for utilizing clickers and counting all attendees that entered the park and soliciting donations for admittance. Based on those two factors, it is estimated that 30,000 people attended the event over the span of two days. Donations collected at the entrances totaled \$6,025. Ticket sales on Friday reached \$43,970 and \$77,237 on Saturday. This year weather was perfect and we believe this helped contribute to the increased sales and attendance.

Event Logistics

The event featured 23 food vendors, 26 artists, 3 corporate sponsors, 26 non-profit sponsors and various other media sponsors. Like the previous year, food vendors lined the sidewalks running North-South and East through the park with food trucks moved along University Ave. Art vendors were moved to the corner of Elm and Church filling in the area where the kid's zone had been in past years. Community Corridor and Park Partners were stationed on the sidewalk from the corner of University and Elm. Corporate Corridor sponsors were placed in the middle of the park between the fountain and gazebo.

Minor changes were added to the event this year including an additional beer vendors featuring local craft beer to showcase more local craft beer makers. To help decrease expenses local music was featured instead on hiring larger national acts.

The layout of the food vendors was adjusted slightly due to a decrease of food trucks. There were a few food vendors that did not wish to participate due to the lack of having a national band. Their thoughts were that the crowd would be smaller in the evenings effecting their sales. Based off of positive feedback from 2015 and 2016 from both patrons and vendors, food vendors were kept on only one side of the sidewalk, while the other side of the sidewalk was lined with picnic tables for attendees to sit down and enjoy their food.

Budget

Friday evening generated \$43,970 in ticket sales, Saturday generated \$77,237 in ticket. The total ticket sales value was \$121,207, with projected revenues of \$79,666. The projected expenses for this year's event are \$67,117, resulting in a projected net value of \$12,549 increased from -\$42,467 from last year.

Of the projected expenses, \$3,106 will be used for the Special Event Coordinator's salary. Local music headliners were booked for Taste this year decrease the contractual entertainment from \$31,800 to \$7,300.

Weather

This year's weather was excellent with rain only in the late evening after hours on Friday night. The sun was shining and the temperatures were great for both Friday and Saturday.

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.

Ticketing

Patrons purchased a sheet of 5 tickets for \$5. Each ticket was \$1. To make up for the loss of the .25 cents a suggested donation of \$5 was asked at each entry point into the festival. In 2016 30% of the proceeds raised at the entrances went to the non-profit groups that staffed the entrances for their help this year it was decreased to 10%. The rest went to the Park District to help offset event costs.

Beer Sales

2017 marked the fifth year in which the Taste of Champaign-Urbana featured the sale of beer. In past years, attendees have continually requested both local craft beer and domestic beers be sold. This year Orange and Blue Distributing served with the addition of five local craft beer distributors to accommodate the past requests. This year 100% of sales went directly to the Park District. CPD made \$31,916 in beer sales, up from last year at \$25,587 which is to be expected with the higher attendance rate for Saturday.

Anyone who wished to purchase alcohol was required to show a valid ID and wear a wristband in order to purchase alcohol. All servers of alcohol were TIPS trained by park district staff Zoe Stinson and Wendy Zindars who are certified TIPS trainers. This resulted in the Park District having numerous CPD staff and volunteers with proper training that is valid for up to 3 years. Logistically, beer sales was a success. The Park District did not receive any infractions, nor did the hired security and the Champaign Police Officers who were on site were not needed for any alcohol-related concerns.

Art Vendors

This year art vendors were not allowed to park any vehicle behind their tent for the duration of the festival. This made for a smoother set up less safety risks inside of the festival grounds. Additionally, vendors were allowed to pack up after 9pm. Due to the presence of security guards dedicated to the artist area of the event from 9-11pm, artists were comfortable leaving their spots for the night, even while the festival was still open to the public.

Volunteers

Recruitment of volunteers is always difficult, largely because it Taste falls on move-in weekend for U of I students. Staff utilized extra efforts through the volunteer listserv, social media, and community outreach to meet the festival's needs. With the use of social media and Facebook ads, along with reaching out to school groups prior to the summer academic break, the Park District should see an increase in the number of volunteers for future events.

Sponsorships

Sponsorships were fairly consistent with previous years. Illinois American Water returned as a \$6,000 Main Stage sponsor, \$5,000 new sponsorship from Central Illinois Bank and additional Corporate Sponsor including Midland States Bank.

Survey Results

Surveys were created using SurveyMonkey.com in order to obtain information about the experiences of patrons, food vendors, beer vendors, and artists and also to obtain their valuable suggestions for future years.

Family Activities

Joyful Bubbles was the number one pick of patrons for the second year in a row with Joy of Face Painting as the runner up. We utilized House of Bouncers inflatables again this year due to positive feedback from last year's event. We featured two new Kid Zone Activities, the HI Striker Carnival Game and Novelty Toys. The Novelty Toys received a lot of attention during the festival.

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Event Rating/Location

Overall, responses came back generally positive on the event quality with ~80% of the responses in the *Good to Excellent* category. Further, 100% of the survey responses rated West Side Park as a *Good to Excellent* venue for the event.

Concerns and Comments

Most of the comments that came back about the event referenced the musical entertainment. Staff received several negative reviews leading up to the event regarding our lack of a national act. These sentiments were partially reflected in our survey results with 28% rating the music as *very good to excellent*, 50% of the patrons rating *good*, and 22% rating *fair to poor*. Comments requesting “nationally-known” musical acts were common. In addition, while we had several new food vendors, patrons were concerned with the lack of local restaurant participation. As previously stated, many food vendors opted out of this year’s event due to lack of nationally known musical acts.