



CHAMPAIGN PARK DISTRICT

**AGENDA
PUBLIC HEARING FOLLOWED BY REGULAR BOARD MEETING
BRESNAN MEETING CENTER
706 Kenwood Road, Champaign, Illinois
Thursday, November 12, 2015
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, 2016 and ending April 30, 2017. A notice of the proposed 2016-2017 Tax Levy was published in The News-Gazette on November 4, 2015 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. PRESENTATIONS

1. Development Plan for the 20 acres at Abbey Fields and Set Time for Public Hearing

D. COMMUNICATIONS

E. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of October 2015

F. EXECUTIVE DIRECTOR'S REPORT

1. Volunteer of the Month
2. Sola Gratia Farm
3. General Announcements
4. Board Meeting Schedule

G. COMMITTEE REPORTS

1. Champaign Parks Foundation

H. REPORT OF OFFICERS

1. Attorney's Report
2. President's Report

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.

I. CONSENT AGENDA

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

1. Minutes of the Public Hearing and the Regular Board Meeting, October 14, 2015
2. Minutes of the Study Session, October 28, 2015
3. Approval Inserting Timothy McMahon as Delegate, Craig Hays as 1st Alternate, Alvin Griggs as 2nd Alternate and Joseph DeLuce as 3rd Alternate to the IAPD Credentials Certificate

J. NEW BUSINESS

1. Approval of Disbursements as of November 10, 2015
Staff recommends approval of disbursements for the period beginning October 15, 2015 and ending November 10, 2015.
2. Approval to Pay Off 2014 Bond Issue
Staff recommends that the Board approve payment of the 2013 bond issue in the amount of \$1,084,000.00 due by November 30, 2015.
3. Approval of a Bid for General Obligation Bonds
Staff recommends that the Board accept the low bid from Commerce Bank of 0.72% plus a \$600 fee for the annual \$1,092,700.00 General Obligation Bond issue.
4. Approval of Adoption of Ordinance No. 602: Bond Ordinance
Staff recommends adoption of Ordinance No. 602: An Ordinance authorizing the issuance of General Obligation Park Limited Bonds, Series 2014, 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. 603: Tax Levy Ordinance
Staff recommends adoption of Ordinance No. 603: An Ordinance to Levy Property Taxes in the amount of \$11,561,383.00 for fiscal year beginning May 1, 2016 and ending April 30, 2017. **(ROLL CALL VOTE REQUIRED)**
6. Approval of Ordinance No. 604: An Ordinance Providing for Disposal of Personal Property Owned by the Champaign Park District of Champaign County
Staff recommends approval of Ordinance No. 604: An Ordinance Providing for Disposal of Personal Property owned by the Champaign Park District, which allow for disposal of disposal of one Nursery Jaws Jr Loader attachment, one Vicon PS 602 shaker Spreader, one Meyer Truck Mounted Snow Plow, one Snowdog Truck Mounted Snow Plow, one Big Max Model TC 130 Truck Mounted Crane, one Pioneer 1200 Club Car, and one 42" Auger Bit.
7. Approval of a Professional Service Agreement for Spalding Park Master Plan
Staff recommends approval authorizing the Executive Director to enter into a Professional Service Agreement with Hitchcock Design Group for preliminary design for the Spalding Park Master Plan for a fee not-to-exceed \$18,100.
8. Approval of an Agreement and Addendum for Heritage Park Master Plan
Staff recommends approval authorizing the Executive Director to enter into the contract with SmithGroupJJR to complete the Heritage Park Master Plan for a fee of \$20,000.

Regular Board Meeting

November 12, 2015

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9. Approval of an Easement from BLDD for the Swann Special Care Center Renovation
Upon receipt of fees, staff recommends Board approval granting a temporary construction easement to BLDD for the Swann Special Care Center Renovation.

K. OLD BUSINESS

L. DISCUSSION ITEMS

M. COMMENTS FROM COMMISSIONERS

N. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS, 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, 120/2(c)(5) for the purchase or lease of real property for the use of the public body, 120/2(c)(6) for the setting of a price for sale or lease of property owned by the public body, and 120/2(c)(11) litigation affecting the public body.

O. RECONVENE INTO OPEN SESSION

P. RETURN TO REGULAR MEETING

Q. ADJOURN

NEXT MEETINGS OR EVENTS

- November 17, Staff Thanksgiving Luncheon, 11:30 a.m., Hays Center
- November 19-21, The Snow Queen: A New Musical, 7 p.m., Virginia Theatre,
- November 21-22, Jr. Fall Slam Tennis Tournament, Dodds Tennis Center
- November 25, No Study Session
- **November 26, Thanksgiving Day**
- November 26-27, Administrative Offices Closed
- November 30, Cyber Monday Season Pool Pass Sale
- December 3, Joint CPD/UPD Board Meeting, 5:30 p.m., Hays Center
- December 4, Quarterly Staff Meeting & Holiday Party, TBA, TBA
- December 5, Merry & Bright Candy Cane Hunt, 1 p.m., Leonhard Recreation Center
- December 5, Holiday Party, 1 p.m., Douglass Community Center
- December 5, Tons O'Fun Band 10th Annual Christmas Show, 7 p.m., Virginia Theatre
- December 7, An Irish Christmas, 7:30 p.m., Virginia Theatre
- December 9, Calls from Santa, North Pole
- December 9, Regular Board Meeting, 7 p.m., Bresnan Meeting Center
- December 10, 50 Plus! Senior Holiday Party, 6 p.m., Hilton Garden Inn
- December 11, Bach's Lunch Concert, 12 p.m., Springer Cultural Center
- December 12, Meet Me in St. Louis, 1 & 7 p.m., Virginia Theatre



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 1, 2015

SUBJECT: Development Plan for the 20 Acres at Abbey Fields and Set Date and Time for Public Hearing

Background

In 2012 the Park District sold the 6.4 acre former material handling site within Dodds Park to developers without the formal land conversion process the Land and Water Conservation Fund Act (LWCF) provides. Since March of this year Park District staff have been working with the Illinois Department of Natural Resources (IDNR), who administer the LWCF in Illinois, to formally convert the land. In exchange for the 6.4 acres of Dodds Park, the Park District received 20 acres of open land in the Trails of Abbey Fields subdivision. Since the beginning of this year staff has been communicating with subdivision residents discussing possibilities of developing the land, meeting with the neighborhood in February and in May. At the April 8th Regular Board meeting, residents from Trails of Abbey Fields made comments in support of developing the 20 acres into a park. With this in mind, the Board gave staff direction to pursue submission of the 20 acres to IDNR as a possible land exchange for the 6.5 acres. In the process, both properties were appraised and IDNR determined the Trails of Abbey Fields 20 acres are an acceptable exchange for the Dodds Park 6.5 acres. The next requirement in the land conversion process is to develop the Trails of Abbey Fields property into public recreational use within the next three years; consequently, a public hearing is required to solicit comments from the public about the development of the new property. The purpose of this discussion item is to request Commissioner input and seek Board direction regarding a draft development plan before it's presented to IDNR and at the public hearing, and to set a date and time of the public hearing.

Prior Board Action

In addition to actions cited in the *Background* section, it was the consensus of the Board on April 8th, 2015, that priorities were Spalding Park, trails, developing the Abbey Fields land or other land to correct the situation regarding the land swap at Dodds Park, and land acquisition. At the May 27th, 2015, Study Session it was reiterated that Trails of Abbey Fields development was a target priority. At the June 24th Study Session, the Board favored addressing the Trails of Abbey Fields area at a later date.

**SUBJECT: Development Plan for the 20 Acres at Abbey Fields
and Set Date and Time for Public Hearing, page 2**

Budget Impact

A major part of the Trails of Abbey Fields property development discussion is the impact on budget, and the first item of concern staff communicated to IDNR was *to what extent* do the 20 acres need to be developed within the next three years? By any measure, 20 acres is a lot to develop within three years, and moreover, it's difficult to justify developing a full 20 acre park without the adjacent neighborhood density to support it. Once the Trails of Abbey Fields development is fully built, there will be approximately 325 home sites. Currently, there are no residential development prospects for land north, east, or immediately west of the property. IDNR is sympathetic to this reasonable concern, and has communicated a few guidelines to us: primarily, that accessibility to recreational amenities is a high priority and the recreational amenities provided be consistent with the standard, and in the spirit of, the agency's overall offering. With that in mind, the attached draft development plan is a starting point in exploring to what extent the Park District should develop the Trails of Abbey Fields property. Following Board comments and direction, staff will take the revised draft development to IDNR for their comment. Ultimately, a final development plan for the new recreational area needs to be presented at a public hearing for comment, and subsequently submitted to IDNR as part of the formal land conversion process.

Recommended Action

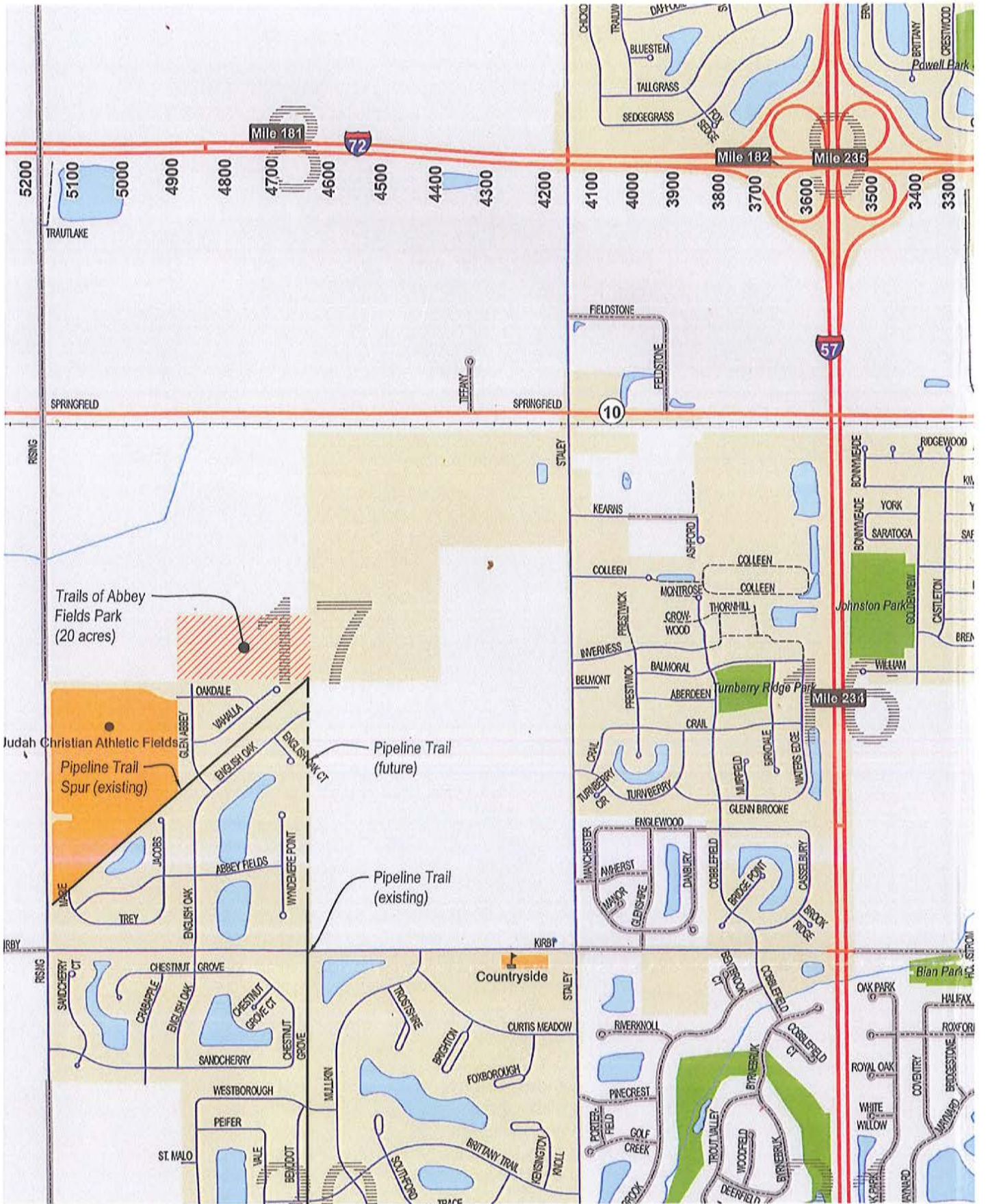
Staff recommendation is twofold: 1) get Commissioners comments and direction on the initial Trails of Abbey Fields property development before we present it at the public hearing, and 2) set a date and time for the public hearing. If there is consensus on setting the date, time, and place for required public hearing, it can be made official at the December Regular Board Meeting.

Prepared by:

Reviewed by:


Andrew Weiss
Park Planner and Landscape Architect

Kevin Crump
Director of Operations and Planning

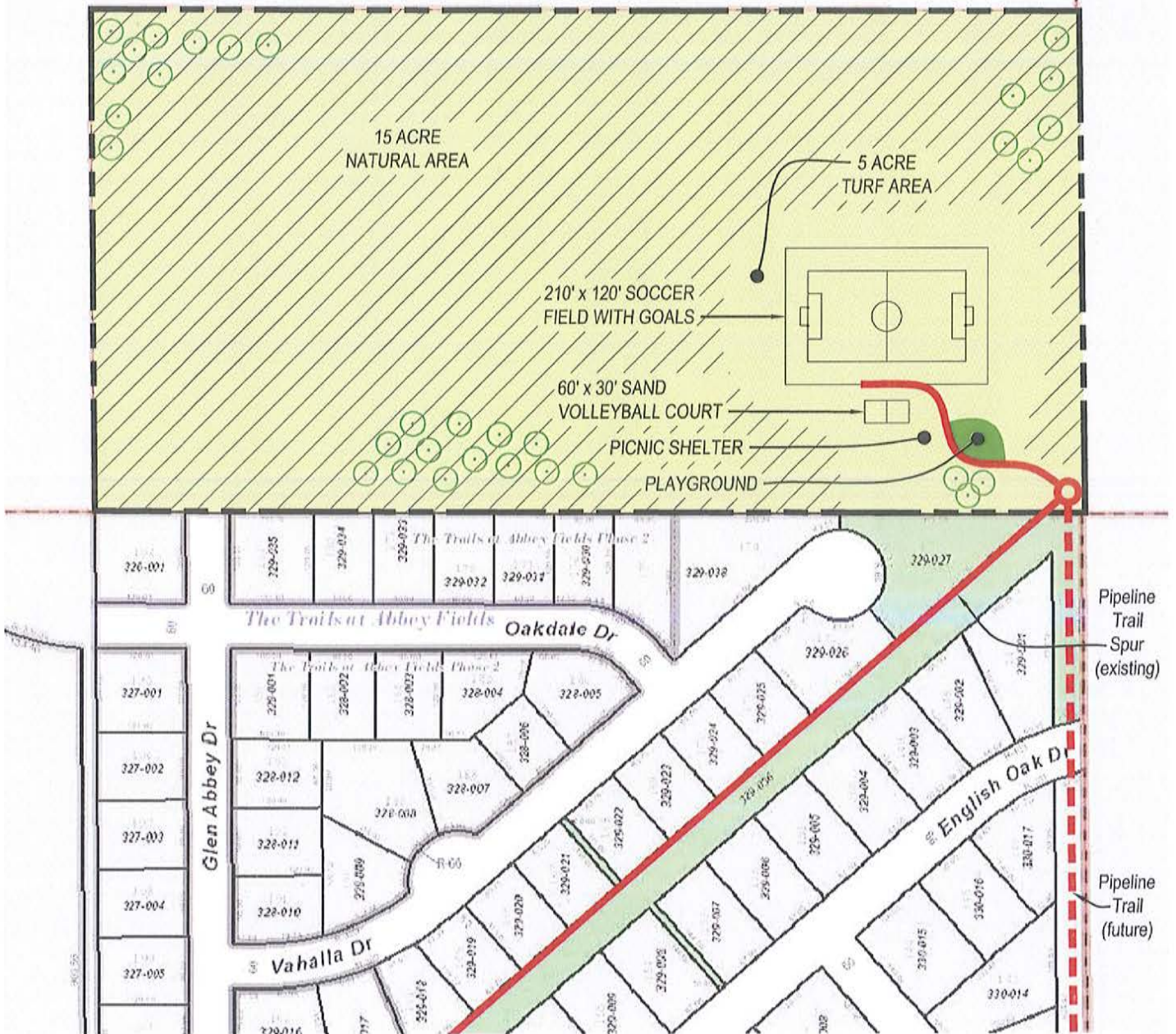


Scale: 1" = 1500'
 November 1, 2015

Location Plan
Trails of Abbey Fields Park

 **North**
 Page 1 of 2

Item Description	Cost
Playground Equipment	\$82,000.00
Concrete Walk and Curb	39,000.00
Picnic Shelter with Concrete Pad	38,000.00
Amenities (Benches, Trash Cans, Signage, etc.)	4,500.00
Soccer Goals	3,000.00
Grass Volleyball	800.00
Turf Seed and Erosion Control	56,000.00
Trees and Shrubs	4,000.00
~ 10% Construction Contingency	22,700.00
Total	250,000.00



Scale: 1" = 200'

November 1, 2015

Development Plan

Trails of Abbey Fields Park



North

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

October 14, 2015

PUBLIC HEARING

The Champaign Park District Board of Commissioners held a Public Hearing on Wednesday, October 14, 2015 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President McMahon presided over the hearing.

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

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

Other staff were in attendance as well as members of the public. Mark Czys and Wade Hoey from Martin, Hood, Friese & Associates, LLC were also in attendance to address the annual audit during the regular meeting.

Open the Public Hearing

President McMahon 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 \$1,092,700 in General Obligation Bonds. He reported that notice of the Public Hearing was published in *The News-Gazette* on October 2, 2015.

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

Commissioner Griggs 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 14, 2015 immediately following the Public Hearing at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President McMahon 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 McMahon called the meeting to order at 7:02 p.m.

Comments from the Public

Tara McCauley, Champaign County Public Health District and six Girl Scouts from Troop #2207 addressed the Board about the dangers of cigarettes in parks. The girls encouraged the Board to consider making all parks in Champaign smoke-free. As an example of the nature of the issue, the girls showed the Board a large container with cigarette butts picked up in West Side Park.

The Board thanked Troop 2207 for its presentation.

Bobbie Herakovich, former Park District executive director from 2001 to 2013, accompanied by former staff, Jim Spencer and David Schneider, addressed the Board about its recent decision on taxable allowances as IMRF earnings. Ms. Herakovich addressed past accomplishments as former employees and the reason for awarding car allowances as part of their salaries instead of assigned vehicles. She stated that they are appearing before the Board to ask the Board to reconsider the September 9, 2015 agenda item entitled "Approval of the Timeframe to include taxable allowances as IMRF earnings" and to reconsider the IMRF resolution. Ms. Herakovich noted that the Park District IMRF is totally funded at this time, including the total compensation of former employees. She reported that surrounding park districts and forest preserve districts allow car and cell phones as additions to salaries for pension purposes. Ms. Herakovich stated that although approval of the resolution was not done, she believes the Board was aware of the expenditures. She asked that one of the Board members on the prevailing side move for reconsideration of prior action on this subject. Ms. Herakovich contends that these actions honor past commitments and aid in attracting staff and building a team.

Jim Spencer, former Director of Operations, stated that he was employed at the Park District for 26 years. He stated that the Board decision seems like a mistake and is unfair to the former staff impacted.

David Schneider, former maintenance supervisor, stated that he was employed at the Park District for 26 plus years. Mr. Schneider stated that he believes that the Board decision is an equity and fairness issue.

President Mahon thanked the retirees for their comments. He stated that no action could be taken because this item is not on the agenda but the Board will take the comments into consideration. Discussion ensued regarding procedure to address the matter.

Communications

President McMahan circulated the communications.

Presentations

Audit - Martin, Hood, Friese & Associates, LLC

Mark Czys and Wade Hoey from Martin, Hood, Friese & Associates, LLC presented the audit for the year ended April 30, 2014 and responded to questions from the Board. Mr. Hoey reviewed the Independent Auditor's Report and various statements contained in the audit. He noted changes from prior year and issues of interest to governmental agency board members. The District received an unqualified opinion, which is a clean opinion.

Mr. Czys reviewed the Post Audit Governance Letter, which describes how the audit proceeded operationally. The second letter Mr. Czys reviewed was the Internal Control Letter. It communicated best practice suggestions for operational improvements. He stated the Annual Financial Report is to be filed with the Illinois Comptroller and will be submitted by the due date. Mr. Czys thanked Andrea Wallace, Joe DeLuce, and especially Tom Gilbert, Shannon Clarkson, and Cindy Harvey for providing information during the audit.

President McMahan thanked the auditors for their presentation.

Clearview North Phase

Tom Jordan, engineer with Fehr Graham, distributed to the Board information regarding Clearview North Subdivision, a residential development. He introduced Mike Martin, The Atkins Group, Jeff Marino, Senior Planner with City of Champaign, and Matt John, Branch

Manager with Fehr Graham. Mr. Jordan explained the proposed development plan. The area is approximately 275 acres located north of Olympian Drive. It was noted that the plan is for trails to be five (5) to six (6) feet wide. The development will be constructed in phases. The preliminary plat for phase one has been submitted. Mr. Jordan stated that it is the developer's intent, with the Park District's concurrence, that approximately 45 acres of open space trails and adjacent area be donated to the Park District to take over for maintenance. It is hoped that the Park District will consider the request in the near future and address the proposal from the developer to dedicate the land to the Park District.

Discussion ensued. Mr. Jordan responded to questions by the Board including questions about sidewalks, trails, potential for park space, interconnecting walkways, and ponds. He stated that the only request at this time is for the Board to consider the green space for maintenance. He stated that it would be great to have a commitment from the Park District this year. Mr. Jordan stated that the ponds will be permanent bodies of water.

President McMahon thanked Mr. Jordan for his presentation and indicated that the Board will consider this request in the future.

Treasurer's Report

Treasurer Wackerlin presented the Treasurer's Report for the month of September 2015. He stated the Park District's finances have been reviewed and found to be in appropriate order.

Commissioner Griggs made a motion to accept the Treasurer's Report for the month of September 2015. The motion was seconded by Vice President Hays. The motion passed 5-0.

Executive Director's Report

Volunteer of the Month

Mr. Jones reported that Alex Hitzeman was chosen as September Volunteer of the Month. He was recognized for his efforts with special events, especially the Taste of C-U. Mr. Hitzeman was in attendance and was presented with a bag of gifts in appreciation.

Mr. Hitzeman commented that he has a lot of fun helping out at the events and is happy to help. The Board thanked Mr. Hitzeman for his efforts.

General Announcements

Mr. DeLuce reminded the Board that a memorial for Robert Toalson will be held on October 18, 2015 at 2:00 p.m. at the McKinley Presbyterian Church. He also reported that Jameel Jones was recognized as one of the "40 Under 40," and that several staff attended the luncheon in the honorees' honor. The Board congratulated Mr. Jones.

Mr. DeLuce reported regarding a response to a letter received about the Virginia Theatre restrooms, an Illinois Association of Park Districts Legislative update, and a 1921 ad in the Courier newspaper about the Virginia Theatre's first grand opening. Also, there is a report about the National Parks and Recreation Congress from Commissioner Griggs. Commissioner Griggs will discuss the report later in the meeting.

Committee and Liaison Reports

Champaign Parks Foundation

Vice President Hays reported the Foundation met and agreed to participate in seeking bids for a sound system at the Virginia Theatre by providing up to \$30,000 for the purchase. He reported that there was a 30% increase of net proceeds from the car raffle that was allocated to scholarships. Vice President Hays reported that the Foundation will determine whether to hold a car raffle or

have another signature event next year. The Foundation hopes to formalize committees and present to the Board at the December meeting.

Report of Officers

Attorney's Report

Attorney Hall noted that there were multiple contracts on the agenda. He reported that the revised contract with Champaign Telephone Company, Inc. on the dais was due to a change in one of the sections, the termination and cancellation clause. He stated that that Park District staff and CTC staff are satisfied with the changes. Mr. Hall also noted that there was language in the agreement about an easement in perpetuity; however, the Park District is prohibited from authorizing this type of easement. He stated that the language was removed and that a license agreement is being prepared.

President's Report

President McMahon reported that he attended the IAPD Awards Gala with Mr. DeLuce and Chelsea Norton. He stated that it was nice event and the Park District received three awards for The News Gazette, Sola Gratia and Mack Hodges. He also reported that Jane Solon was honored with a 10-year Board Member Service Anniversary Award for serving 10 years on the Board.

Mr. McMahon reported that he toured the Springer Cultural Center with Messrs. DeLuce and Jones. He encouraged Board members to tour the facility if they have not already done so. Mr. McMahon reported that Mr. DeLuce and he will meet with Unit 4 in ongoing dialogue on Friday. He encouraged the Board to send thoughts or questions that they would like them to address.

Consent Agenda

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

1. Approval of the Minutes of the Regular Board Meeting, September 9, 2015
2. Approval of Minutes of the Study Session, September 23, 2015
3. Approval of Bid for Hard Court Replacement
4. Approval of Bid for Trash/Dumpster Service

Commissioner Griggs made a motion to approve Consent Agenda Items. The motion was seconded by Commissioner Solon. The motion passed 5-0.

New Business

Approval of the List of Bills as of October 12, 2015

Staff recommended approval of the list of disbursements for the period beginning September 9, 2015 and ending October 12, 2015.

Commissioner Solon made a motion to approve the list of disbursements for the period beginning September 9, 2015 and ending October 12, 2015. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

Acceptance of the FY14-15 Audit

Staff requested acceptance of the FY14-15 Annual Audit. The audit has been previously reviewed by the Treasurer and Executive Director.

Commissioner Griggs made a motion to accept the FY14-15 Annual Audit. The motion was seconded by Vice President Hays. The motion passed 5-0.

Approval to Solicit Bids for the Issuance of General Obligation Bonds

Staff requested confirmation authorizing the Treasurer to solicit bids for the issuance of \$1,092,700 in General Obligation Bonds.

Commissioner Kuhl made a motion to approve and confirm authorizing the Treasurer to solicit bids for the issuance of \$1,092,700 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 9, 2015. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

Approval of a Resolution Estimating Taxes to be Levied for FY16-17

Ms. Wallace presented the Board report and answered questions asked by the Board.

Commissioner Kuhl made a motion to approve a Resolution setting the tax levy for fiscal year beginning May 1, 2016 and ending April 30, 2017, and scheduling a public hearing on the Tax Levy Ordinance for Wednesday, November 12, 2015 at 7:00 p.m. at the Bresnan Meeting Center as required by the Truth in Taxation Act. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

Approval of an Agreement with Champaign Telephone Company (CTC) for Network Connections

Ms. Hoggatt presented the Board report and responded to questions asked by the Board.

Commissioner Kuhl made a motion to approve and authorize the Executive Director to execute an agreement with CTC for network connections for a three-year period at a monthly rate of \$4,133.33. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

Approval of an Agreement with Challenger Sports, Inc.

Mr. Jones presented the Board report and responded to questions asked by the Board. In response to concerns raised by Commissioner Solon, Attorney Hall responded that he will review and address her concerns including language about coaches providing social security numbers to the Park District before the agreement is executed.

Commissioner Kuhl made a motion to approve and authorize, after appropriate questions are clarified by Attorney Hall, the Executive Director to execute an agreement with Challenger Sports, Inc. for a period of three years, expiring in 2018, to provide trained and qualified instructor(s) to teach youth soccer camps to children registered through the Champaign Park District and provide soccer garments. The motion was seconded by Commissioner Griggs. The motion passed 5-0.

Approval of an Agreement with The News-Gazette

Mr. DeLuce presented the Board report and responded to questions by the Board. Staff recommended approval of the agreement between the Park District and The News-Gazette.

Commissioner Griggs made a motion to approve and authorize the Executive Director to execute an agreement with The News-Gazette for radio and newspaper advertising for a period of two years. The motion was seconded by Commissioner Kuhl. The motion passed 5-0.

Approval of an Agreement with Neopost, USA, Inc. for Rental of Postage Meter and Maintenance on Postage Machine

Ms. Wallace presented the Board report and responded to questions by the Board. She stated that staff recommended approval of agreements with Neopost, USA, Inc. and its affiliate, Mailroom Finance, Inc. for rental of postage meter and maintenance of a postage machine and authorizing the Executive Director to execute the agreement.

Commissioner Griggs made a motion to approve and authorize the Executive Director to execute an agreement with Neopost, USA, Inc. and its affiliate, Mailroom Finance, Inc. for rental of a new postage meter for a three year period in the amount of \$38.00 per month and maintenance of the new postage machine of \$204.00 per year. The motion was seconded by Vice President Hays. The motion passed 5-0.

Old Business

None.

Discussion Items

None.

Comments from Commissioners

Commissioner Griggs reported on his attendance at the NRPA Congress, which was held September 15-17, 2015. He thanked the Board for allowing him to attend. He reported that it was a great conference and that NRPA was celebrating its 50 year anniversary. He highlighted the report and stated that the speakers did an outstanding job. The 2016 conference will be held October 6-8 in St. Louis, Missouri, and he hopes that the Board and staff will be able to attend.

President McMahon thanked Commissioner Griggs for the report about the Congress.

Commissioner Kuhl stated that she would support a donation by the Champaign Parks Foundation to the Champaign County Forest Preserve for the Kickapoo Trails fundraising efforts. She suggested that maybe the Champaign and Urbana Parks Districts could join together to make a donation. There were no objections to forwarding a request to the Foundation for a donation. Vice President Hays stated that he would present the request to the Parks Foundation.

Commissioner Solon reported that the recent shows at the Virginia Theatre have been very well received. She stated that she received comments from Eisner Park neighbors about the removal of the swings in the shaded area that were more suitable for the older children. Mr. Crump stated that the swings were removed for safety reasons and that staff has been contacted by residents about this matter.

Adjourn

There being no further business to come before the Board, Commissioner Hays made a motion to adjourn the meeting. The motion was seconded by Commissioner Solon. The motion passed 5-0 and the meeting was adjourned at 8:32 p.m.

Timothy P. McMahon, President

Cindy Harvey, Secretary

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

October 28, 2015

The Champaign Park District Board of Commissioners held a Study Session Meeting on Wednesday, October 28, 2015 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President McMahon presided over the meeting.

Present: President Timothy P. McMahon, Vice President Craig Hays, Commissioners Alvin S. Griggs, and Jane L. Solon.

Absent: Commissioner Barb Kuhl, Treasurer Gary Wackerlin and Attorney Guy Hall.

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

Other staff and members of the public were in attendance.

Call to Order

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

Comments from the Public

Theresa Truelove, 508 S. McKinley, Champaign, reminded the Board that there still is a great need in this area of the city for indoor swimming.

President McMahon thanked Ms. Truelove for her comments.

Presentations

C-U Superstars Program

Patricia Avery, Executive Director of C-U Superstars Program, provided an overview of the program to the Board. A program booklet of the 2015 events was distributed for the Board's review. Ms. Avery reported that the program is in its 9th year and has served approximately 200 students. She stated that it has been great to partner with the Park District. Ms. Avery thanked Mr. DeLuce, who has supported the program since its beginning, and Jameel Jones and Tiffany White for their efforts and support. Without the Park District support, the program would not have happened this year. She stated that she would like to see the partnership with the Park District continue. She noted that the program began at the Virginia Theatre and that it is her desire for the 10th year anniversary program to be held there. Ms. Avery introduced Lamar Browning, vocal coach.

Mr. Browning reported that he was a winner in 2009. He stated that he currently has the honor of being the voice coach for the program. Mr. Browning discussed the opportunities afforded the students who participate in the program. He also discussed prior winners who have gone on to become great vocal coaches. Mr. Browning thanked the Park District for its support and encouraged the Park District to continue supporting the program.

Mr. DeLuce reported that the students performed at the block parties. Commissioner Solon commented that the performances she has attended were amazing.

Trails Master Plan Update

Gabe Lewis, Champaign County Regional Planning Commission (RPC), updated the Board on the progress of the Trails Master Plan. He distributed a copy of the summary of comments from the first public meeting. RPC spent last summer collecting data in the parks and along the trails that relate to walking and biking amenities, such as benches, water fountains, bike racks, and the like. There are almost 20 miles of shared use trails in the Champaign parks that the Park District maintains. There are also another 20 miles of on street bikeway lanes and trails in Champaign maintained by the City.

Mr. Lewis reviewed the comments received at the September 24th meeting held to gather public input about trails and types of potential park amenities. He highlighted the comments and data. Mr. Lewis also reviewed maps of land acquisition areas and the various areas in Champaign where trails and bikeways are located.

Mr. Lewis reported that RPC will use the information received from the public to develop maps and recommendations. Once the draft is prepared, RPC will make a public presentation with draft recommendations and ask for a vote on priorities. He stated that RPC is looking to have a meeting in the late fall. Mr. Lewis reported that after the meeting, RPC will present a plan to the Board. From there it will make the plan available to the public for a 30 day review.

President McMahon asked when the Board could expect to receive the final plan. Mr. Lewis responded that it will probably be early next year.

The Board thanked Mr. Lewis for the presentation.

Discussion Items

Program Reports

Virginia Theatre Annual Report

Mr. DeLuce noted that the report was included in the Board packet and that staff was available to answer questions. Discussion ensued. Mr. DeLuce and Mr. Bentz responded to questions by the Board about benchmarking the Virginia Theatre against theatres in surrounding areas, regarding movies shown, digital versus print, actual expenses, ticket sales, concessions, rentals, and budget.

Commissioner Solon commented that it was good to see the Virginia Theatre making positive improvements. President McMahon thanked Mr. Bentz for the report.

2015 Summer Day Camp Report

The report was included in the Board packet and staff was available to answer questions.

President McMahon noted that the day camp numbers increased. Mr. Jones reported that staff reduced the numbers at Leonhard Recreation Center due to overcrowding. He highlighted the Girls Explorer series and Creative Kids camp.

Discussion ensued about the decrease in the number of participants in the Teen Camp. Mr. Jones noted that teen participation fluctuates for various reasons, including price, family issues, and involvement in other programs. Tiffany White reported that out of town trips were made to Indianapolis, St. Louis, Chicago, Springfield, and Decatur. She reported that staff continues to work on trips closer to home and places where discounts will be available in order to increase number of participants and reduce the cost of the program. Mr. DeLuce stated that the Park District plans to continue its obesity program with the Champaign County Public Health District.

Discussion ensued about funding for scholarships.

President McMahon thanked staff for the report.

Aquatics Report 2015

The report was included in the Board packet and staff was available to answer questions.

President McMahon questioned why the gas, electricity and water were less than previous season. Ms. Wallace stated that she would have to research to assess the lower costs. Mr. Crump responded that the purchase of a safer chemical system may have contributed to the decrease in the use of water. He reported that staff is working with a contractor to rectify the floor problem in the locker room.

Ms. Wallace noted that the gas and electricity cost for 2015 was for only five months. Commissioner Solon questioned why the decline in lap swimming and the impact of nonresident rates. Mr. Jones responded that staff was evaluating this program and will look at offering different times for lap swimming. He stated that the rates have an impact on the attendance of nonresidents.

President McMahon thanked staff for the comprehensive report.

Taste of Champaign-Urbana Final Report 2015

The report was included in the Board packet and staff was available to answer questions.

Commissioner Solon expressed concern about the cost of the tickets. Discussion ensued. Mr. DeLuce stated that staff will research options for ticket sales and pursue additional corporate sponsorships. Vice President Hays stated that he favors advertising and promoting the event for youth scholarships. He suggested increasing sponsorships or possibly looking at hosting another signature event. Mr. Jones reported that staff is researching different options for this event.

Commissioner Solon commented that the event turned out extremely well this year. She suggested that the identification checking not be in the ticket tent. Mr. Jones responded that staff had already decided to remove checking identification from the ticket tent.

President McMahon thanked staff for the report.

Alcoholic Beverages at Park District Events

Mr. DeLuce reported that Ms. Harvey and he worked on ideas for a policy. However, it was determined that additional feedback was needed from the Board before moving forward.

Discussion ensued. Mr. DeLuce highlighted the proposed changes to serve alcoholic beverages at events next year. He noted that currently staff only intends to offer alcoholic beverages at the Virginia Theatre, Taste of Champaign-Urbana and the artist events at Springer Cultural Center. Commissioner Solon favored moving forward in this direction. Mr. DeLuce noted that staff would like to continue with the contract for the Virginia Theatre. He stated that if the staff desires to sell alcohol at additional events, it will seek Board approval before moving forward.

Commissioner Solon stated that she would be interested in the cost to contract out identification checking. Zoe Stinson, Special Events & Volunteer Manager, reported that it would be approximately \$15/hour and that the Park District would still be responsible whether it uses an outside contractor or staff.

Vice President Hays summarized that the City of Champaign favors a list of events or single type license to eliminate paperwork and simplify the process. That would facilitate the Board knowing exactly which events will be held where alcohol is to be served. The Park District would be required to identify those events prior to receiving a permit which will enable better Board oversight.

It was the consensus of the Board to bring a policy back to the Board for approval. Mr. DeLuce reported that staff will prepare a policy for consideration.

Comments from Commissioners

Commissioner Solon indicated it was nice to see the flower beds cleaned up.

Commissioner Griggs complimented staff on the reports. President McMahon commented that the reports were very detailed and that he appreciated all the work that went into them. Mr. DeLuce reported that staff is compiling the summer program reports to present to the Board.

Commissioner Solon encouraged staff to address the trees planted in the past two years that still have the wire ties around them. Mr. Crump responded that staff is in the process of removing the wires from the trees. He thanked Commissioner Solon for her comments.

Vice President Hays reported on his park visits. He stated that they were in excellent condition and he appreciated staff's efforts. Mr. Crump reported that the contract mowers will mulch as they mow and Park District staff will clean up major parks.

President McMahon thanked Vice President Hays, Mr. DeLuce, and staff that will be attending the Legal Symposium. He thanked Mr. DeLuce for the response to the Eisner Park letter.

Commissioner Solon encouraged proceeding cautiously when responding to residents about paths in neighborhood parks. Mr. Crump stated that a plan for areas where paths could be installed at Eisner Park exists. Mr. DeLuce reported that staff will bring it back to the Board for discussion.

Adjourn

There being no further business to come before the Board, Vice President Hays made a motion to adjourn the meeting. The motion was seconded by Commissioner Griggs. The motion passed 4-0, and the meeting was adjourned at 6:45 p.m.

Timothy P. McMahon, President

Cindy Harvey, Secretary



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 5, 2015

SUBJECT: Designation of Voting Delegates and Alternates for the IAPD'S Annual Business Meeting at the 2016 Annual Conference

Background

Each year, consistent with the Illinois Association of Park Districts bylaws, a park district voting delegate and up to three alternates must be designated by resolution of the Park Commissioners. The voting delegates and alternates must be registered to attend the 2016 IAPD/IPRA Annual Conference, which will be held January 28-30, 2016 at the Hyatt Regency Hotel, Chicago, Illinois. Correspondence on the annual conference voting procedures and the Credentials Certificate along with the Credentials Certificate form is attached. The Credentials Certificate form must be completed and returned to IAPD promptly. The certificate will entitle the delegate or, in their absence, an alternate listed on the certificate to vote on matters presented during the IAPD'S Annual Business meeting to be held on Saturday, January 30, 2016 at 3:30 p.m. in the Grand F Ballroom (*East Tower/Gold Level*), of the Hyatt Regency Hotel.

Prior Board Action

None.

Budget Impact

None.

Recommended Action

Staff recommends the Board designate Timothy McMahon as Delegate, Craig Hays as 1st Alternate, Alvin Griggs as 2nd Alternate and Joseph DeLuce as 3rd Alternate to the IAPD Credentials Certificate and authorize the Board Secretary to complete and submit the 2016 Credential Certificate form to IAPD.

Prepared by:

Reviewed by:

Cindy Harvey
Assistant to the Executive Director

Joe DeLuce, CPRP
Executive Director



TO: ALL MEMBER AGENCIES
FROM: Peter M. Murphy, President/CEO
DATE: October 8, 2015
RE: **RECOMMENDATIONS**

In order to comply with the provisions of the IAPD Constitutional By-Laws, recommended changes and/or amendments to the Constitutional By-Laws must be on file in the Association's office on or before December 1, 2015 to be considered by the committee.

This schedule has been adopted by the committee in order to provide adequate time for the office to publish and distribute the committee report to all member districts forty-five (45) days (December 16, 2015) in advance of the Annual Business Meeting. For your information, we list the following section of the Association's Constitutional By-Laws:

ARTICLE XIII -- AMENDMENTS TO CONSTITUTIONAL BY-LAWS

"Section 1. These Constitutional By-Laws may be amended at the Annual Meeting of the association by a majority vote of the official delegates of the member districts present and voting subject to the compliance with the following procedure:

(a) Any member district, or the Board of Trustees, desiring to suggest an amendment to the Constitutional By-Laws, shall submit the proposed amendment to the President/CEO in writing not less than sixty (60) days prior to the Annual Business Meeting of the Association.

(b) The President/CEO shall thereupon cause a copy of the proposed amendment to be mailed to each member district of the Association not less than forty-five (45) days prior to the Annual Meeting of the Association."

NOTE: December 1, 2015 is the deadline for all changes and/or amendments to be received in the Association's office.



TO: ALL MEMBER AGENCIES
FROM: Peter M. Murphy, President/CEO
DATE: October 8, 2015
RE: **RESOLUTIONS**

To ensure our membership a voice in the Association, Article X, of the Constitutional By-Laws provides as follows:

"Section 1. Resolutions for presentation at the Annual Meeting of the Association may be proposed by any member district, the Honors and Resolutions Committee and by the Board of Trustees.

(a) Resolutions must be submitted to the President/CEO no later than sixty (60) days prior (December 1, 2015) to the Annual Business Meeting of the Association. All resolutions submitted shall be mailed to the membership not less than forty-five (45) days prior (December 16, 2015) to the Annual Business Meeting.

(b) The Honors and Resolutions Committee shall have the prerogative to determine which resolutions submitted by member districts shall be presented at the Annual Business Meeting of the Association; however, all resolutions received must be submitted to the membership. Any governing board of a member district shall have the right to appeal the Committee's decision to the delegates at the Annual Business Meeting of the Association.

(c) Notice of appeal by a member district for the resolution must be served by mail on the members of the Honors and Resolutions Committee so as to be received not less than forty-eight (48) hours in advance of the start of the Annual Conference. A majority of the official delegates present and voting at the Annual Business Meeting of the Association during the Annual Conference is required for consideration of appeals. Approval by a two-thirds (2/3rds) majority vote of the official delegates present and voting is required at the Annual Business Meeting of the Association for the introduction of additional resolutions. A member district seeking authority at the Annual Business Meeting of the Association to present an additional resolution must provide duplicated copies in number sufficient for all delegates present."

NOTE: All resolutions must be received in the Association's office no later than December 1, 2015.



TO: ALL MEMBER AGENCY DIRECTORS

FROM: Peter M. Murphy, President/CEO

DATE: October 8, 2015

RE: **CREDENTIALS CERTIFICATE**

The IAPD/IPRA Soaring to New Heights Conference will be held at the Hyatt Regency Hotel, Chicago, Illinois, January 28-30, 2016.

Article V, Section 3 and 4 of the Constitutional By-Laws of the Illinois Association of Park Districts provides as follows:

"Section 3. Each member district shall be entitled to be represented at all Association meetings and conferences by a delegate or delegates. Delegates of the Association meetings or conference may include members of the governing boards of member districts, the Secretary, Attorney, Treasurer, Director or any paid employee of the member district. Each delegate shall present proper credentials consisting of a certificate by the Secretary of the member district said delegate or delegates represent, with seal of office affixed, showing that the governing board at a special or regular meeting authorized said delegate or delegates to represent said member district. On all questions each member district represented shall have one vote which shall be the majority expression of the delegation from that member district."

"Section 4. No member district shall be entitled to vote by proxy and only delegates of a member district shall cast a ballot for that member district."

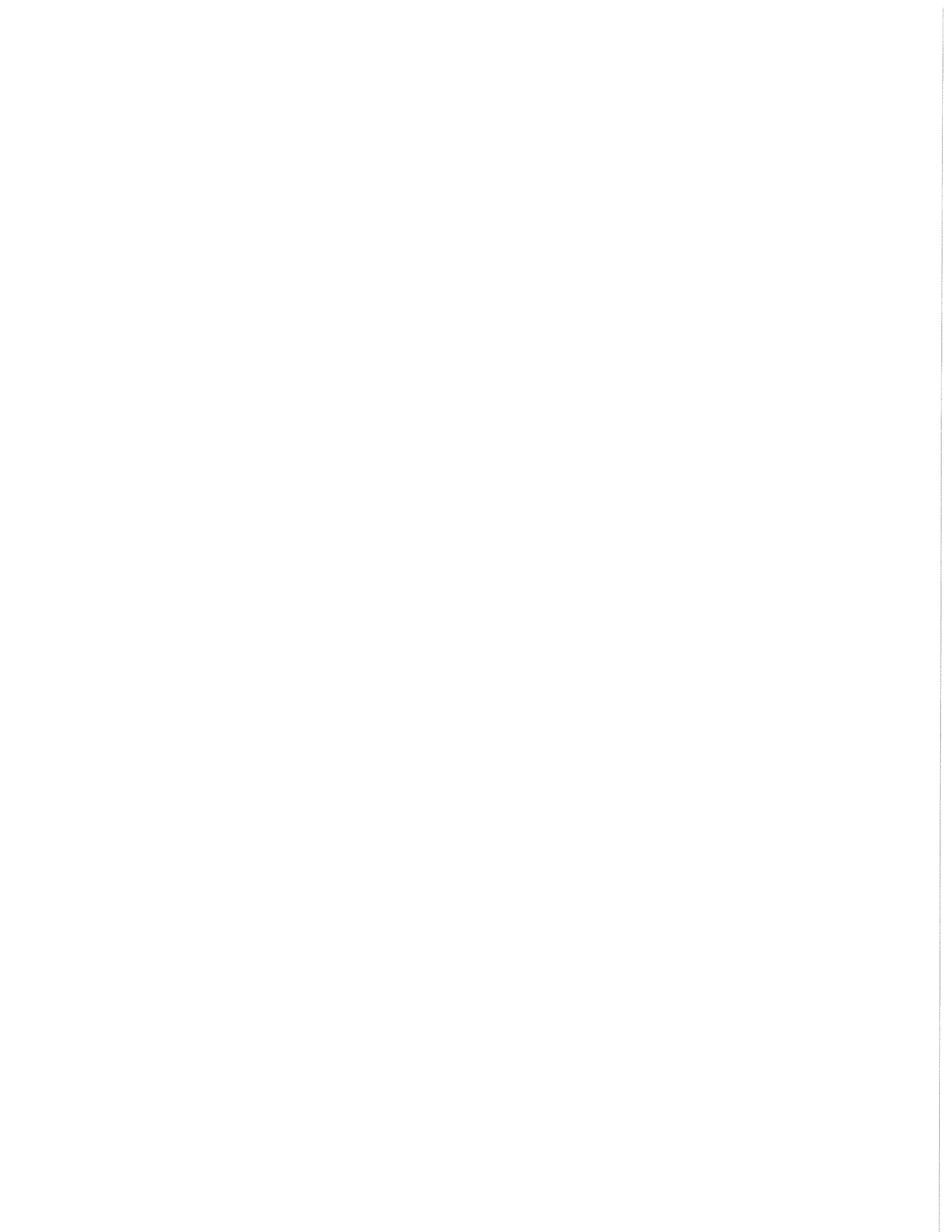
Accordingly, we enclose herewith a certificate, which, when properly certified by the Secretary of your agency after its governing board authorizes such delegate and alternates at a regular or special meeting, shall be mailed to the Association's office, 211 East Monroe Street, Springfield, IL 62701.

This certificate will entitle the delegate or, in their absence, an alternate listed thereon to vote on matters presented during the Association's Annual Business meeting to be held on Saturday, January 30, 2016 at 3:30 p.m. in the Grand F Ballroom (*East Tower/Gold Level*), of the Hyatt Regency Hotel, 151 E. Wacker Dr. in Chicago, Illinois.

Your agency must be in good standing, the Credentials Certificate must be signed by the Board President and Secretary with your agency seal affixed.

NOTE: If your agency does not have a seal, then write the word "SEAL" and circle it where indicated on the certificate.

Your careful and prompt attention to this important matter is requested.





CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 2, 2015

SUBJECT: Approval to pay off 2014 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 2014 GO bond is \$5,066.49 which is \$1,750 less than in the prior year.

Prior Board Action

Board approved the 2014 bond issue on November 12, 2014 in the amount of \$1,084,000 plus interest at 0.47%.

Budget Impact

The bond payment plus interest is included in the FY16 budget and will be paid out of property tax revenues.

Recommended Action

Staff recommends that the Board approve payment of \$1,089,066.49 to Busey Bank to pay off the 2014 bond issue. The payment for the \$1,084,000 bond issue plus interest is due no later than November 30, 2015.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 2, 2015

SUBJECT: Approval to Accept Bid for Purchase of 2015 General Obligation Bond

Background

Per the resolution approved by the Board of Commissioners at the September 9, 2015 meeting a public hearing for the general obligation bonds was set. As further directed by the Commissioners at the October 14, 2015 meeting, bids were solicited from sixteen local banks on October 15, 2015. Bids were due no later than 2:00 p.m. CST on October 30, 2015. The prior year GO Bond (2014) was awarded to Busey Bank at an interest rate of 0.47%.

Bids were received from four (4) local banks for the purchase of \$1,097,200 General Obligation Bonds. These results were as follows:

Bank	Interest Rate	Serve as Bond Registrar	If Yes, Fee Charged
Commerce Bank	0.72%	Yes	\$ 600.00
Busey Bank	0.78%	Yes	\$ -
Central Illinois Bank	1.05%	Yes	\$ -
Midland States Bank	1.35%	Yes	\$ -

The spread between the two lowest bidders including the fee is \$56. It should be noted for disclosure purposes that while the bid letter signed by Commerce Bank was 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 District Board of Commissioners on this matter.

Prior Board Action

None

Budget Impact

The proceeds from the 2015 bond issue is included in the FY16 budgeted expenditures.

Recommended Action

Staff recommends that the Board accept the low bid from Commerce Bank of 0.72% for the \$1,092,700 bond issue plus \$600 fee as bond registrar.

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.



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 2, 2015

SUBJECT: Adoption of Ordinance No. 602: An Ordinance Authorizing the Issuance of General Obligation Park Limited Bonds, Series 2015, 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 \$1,084,000 of General Obligation Bonds. CPI increased 0.8% allowing the District the authority to add that percent to the \$1,084,000, increasing the new bond issue to \$1,092,700. As a reminder, the interest rate for the current bond issue was 0.47%.

Prior Board Action

On September 9, 2015, the Board approved a resolution stating the Park District's need and intent to issue \$1,092,700 of General Obligation Bonds for FY15-16 and approved a resolution setting the public hearing for October 14, 2015.

Budget Impact

The GO Bond issuance has been included in the FY15-16 budget for payment on the alternate revenue bonds as well as capital improvement purchases.

Recommended Action

Staff recommends adoption of Ordinance No. 602: An Ordinance authorizing the issuance of General Obligation Park Limited Bonds, Series 2015, 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. 602

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PARK LIMITED BONDS, SERIES 2015, 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 2015, up to the aggregate principal amount of \$1,092,700 (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, 2015 in *The News-Gazette*, the Issuer on October 14, 2015 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 \$1,092,700, 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 \$1,092,700, shall each be designated “**General Obligation Park Limited Bonds, Series 2015**”, and shall be issuable in the denominations of \$100.00 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>
2016	1,092,700	0.72

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, 2016, 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 along as the aggregate principal amount of the Bonds does not exceed \$1,092,700 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 \$100.00 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 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 or 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 non-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 non-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. The Issuer is authorized to issue from time to time additional limited bonds payable from the Base and additional non-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 District's limited bonds.

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 2015

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 special 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, 2016, and until the Principal Amount hereof shall have been paid, 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 or amount, are irrevocably pledged for the punctual payment of the principal of and interest on this Bond according to its terms.

This Bond is one of a series of Bonds issued in the aggregate principal amount of \$1,092,700, which are all of like tenor, except as to maturity, and which are 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 12, 2015, and entitled: “An Ordinance Authorizing the Issuance of General Obligation Park Limited Bonds, Series 2015, 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 \$100.00 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 2015, 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 2015 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>
2015	1,100,546 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 2015 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 2015 or the Bond Proceeds Fund of 2015 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 2011 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 12th day of November, 2015, by roll call vote as follows:

Ayes (names): _____

Nays (names): _____

Absent (names): _____

(SEAL)

Attest:

Secretary

President

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS.
CHAMPAIGN PARK DISTRICT)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Secretary of the Champaign Park District, Champaign County, Illinois (the “**Issuer**”), and as such official I am the keeper of the records and files of the Issuer and of its Board of Park Commissioners (the “**Corporate Authorities**”).

I do further certify that the foregoing constitutes a full, true and complete excerpt from the proceedings of the regular meeting of the Corporate Authorities held on the 12th day of November, 2015, insofar as same relates to the adoption of Ordinance No. 602, entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PARK LIMITED BONDS, SERIES 2015, 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,

a true, correct and complete copy of which ordinance (the “**Ordinance**”) as adopted at such meeting appears in the transcript or the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the adoption of such Ordinance was duly moved and seconded, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that the agenda for the meeting was duly posted on the Park District website and at the Park District offices taped to a glass window or door with all pages continuously visible and readable at street level 24/7 at least 48 hours prior to the meeting, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and The Park District Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Champaign Park District, Champaign County, Illinois, this _____ day of November, 2015.

Secretary

(SEAL)



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 2, 2015

SUBJECT: Adoption of Ordinance No. 603: An Ordinance to Levy Property Taxes in the amount of \$11,561,383 for Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017

Background

Each year, the Board is required to pass a Resolution setting the tax levy for the following fiscal year (FY) 2016-17. 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 last Tuesday in December.

Prior Board Action

On October 14, 2015, the Board adopted a Resolution setting the estimated tax levy for FY2016-17 at \$11,561,383.00 and set the public hearing for November 12, 2015.

Budget Impact

The estimated levy approved will be incorporated into the fiscal year 2016-17 budget.

Recommended Action

Staff recommends adoption of Ordinance No. 603: An Ordinance to Levy Property Taxes in the amount of \$11,561,383.00 for FY beginning May 1, 2016 and ending April 30, 2017. **(ROLL CALL VOTE REQUIRED)**

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director

ORDINANCE NO. 603

**AN ORDINANCE TO LEVY THE ANNUAL TAX FOR THE FISCAL
YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017**

**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	2016-17 LEVY

Fund 01 - GENERAL CORPORATE		
	SALARIES AND WAGES	\$ 2,500,000
	FRINGE BENEFITS	380,000
	CONTRACTUAL	945,000
	COMMODITIES/SUPPLIES	540,000
	UTILITIES	150,000
	ROUTINE/PERIODIC MAINTENANCE	265,000
	TRANSFERS TO OTHER FUNDS	632,440
	TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 01 GENERAL CORPORATE	5,412,440

Fund 02 - RECREATION		
	SALARIES AND WAGES	1,316,000
	FRINGE BENEFITS	67,000
	CONTRACTUAL	185,000
	COMMODITIES/SUPPLIES	205,000
	UTILITIES	168,000
	ROUTINE/PERIODIC MAINTENANCE	24,800
	TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 02 RECREATION	1,965,800

Fund 03 - MUSEUM		
	SALARIES AND WAGES	656,202
	FRINGE BENEFITS	75,000
	CONTRACTUAL	400,000
	COMMODITIES/SUPPLIES	120,000
	UTILITIES	45,000
	TRANSFERS TO OTHER FUNDS	46,600
	TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 03 MUSEUM	1,342,802

Fund 04 - LIABILITY INSURANCE	
SALARIES AND WAGES	43,340
FRINGE BENEFITS	7,208
CONTRACTUAL	19,725
COMMODITIES/SUPPLIES	11,905
INSURANCE	191,600
CAPITAL OUTLAY	28,800
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 04 LIABILITY INSURANCE	302,578
Fund 06 - IMRF FUND	
FRINGE BENEFITS	334,174
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 06 IMRF	334,174
Fund 08 - AUDIT FUND	
CONTRACTUAL	20,298
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 08 AUDIT	20,298
Fund 09 - PAVING AND LIGHTING FUND	
ROUTINE/PERIODIC MAINTENANCE	78,421
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 09 PAVING AND LIGHTING	78,421
Fund 14 - SOCIAL SECURITY FUND	
FRINGE BENEFITS	365,052
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 14 SOCIAL SECURITY	365,052
Fund 15 - SPECIAL RECREATION FUND	
SALARIES AND WAGES	275,000
FRINGE BENEFITS	55,000
CONTRACTUAL	78,000
COMMODITIES/SUPPLIES	26,000
UTILITIES	13,200
INSURANCE	6,500
CAPITAL OUTLAY	167,620
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 15 SPECIAL RECREATION	621,320
Fund 19 - POLICE PROTECTION	
CONTRACTUAL	20,298
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 19 POLICE PROTECTION	20,298
Fund 21 - BOND AMORTIZATION FUND	
TRANSFERS TO OTHER FUNDS	1,098,200
TOTAL AMOUNT IS HEREBY LEVIED AS - FUND 21 BOND AMORTIZATION	1,098,200

TAX LEVY SUMMARY

The following are the total taxes to be levied for:

Fund 01 - GENERAL	\$ 5,412,440
Fund 02 - RECREATION	1,965,800
Fund 03 - MUSEUM	1,342,802
Fund 04 - LIABILITY INSURANCE	302,578
Fund 06 - IMRF FUND	334,174
Fund 08 - AUDIT FUND	20,298
Fund 09 - PAVING AND LIGHTING FUND	78,421
Fund 14 - SOCIAL SECURITY FUND	365,052
Fund 15 - SPECIAL RECREATION FUND	621,320
Fund 19 - POLICE PROTECTION	20,298
Fund 21 - BOND AMORTIZATION FUND	1,098,200
TOTAL AMOUNT IS HEREBY LEVIED AS - ALL FUNDS	<u>\$11,561,383</u>

Making the aggregate sum of Eleven Million, Five Hundred Sixty One Thousand, Three Hundred Eighty Three Dollars (\$11,561,383) to be raised by taxation and levied on all of the taxable property in said Park District for the fiscal year beginning May 1, 2016 and ending April 30, 2017, 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.

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 2015.

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

Adopted this 12th day of November 2015, pursuant to a roll call vote as follows:

Ayes:

Nays:

Absent:

Abstain:

Timothy P. McMahon, President
Champaign Park District
Board of Commissioners

Cindy Harvey, Board Secretary
Board of Commissioners



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 2, 2015

SUBJECT: Approval of Ordinance No. 604: Providing for the Disposal of Personal Property Owned by the Champaign Park District of Champaign County

Background

The Operations Department has recently identified items that are no longer needed or useful to the District. The disposal plan for these items is to advertise, accept sealed bids, and sell to the highest bidder. A detailed list of this equipment is attached. Illinois law permits park districts to dispose of unusable equipment. The Board must pass an ordinance authorizing disposal of the property.

Prior Board Action

None

Budget Impact

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

Recommended Action

Staff is requesting that the board adopt Ordinance No.604: An Ordinance providing for the disposal of personal property owned by the Champaign Park District of Champaign County, which will allow for the disposal of one Nursery Jaws Jr Loader attachment, one Vicon PS 602 shaker Spreader, one Meyer Truck Mounted Snow Plow, one Snowdog Truck Mounted Snow Plow, one Big Max Model TC 130 Truck Mounted Crane, one Pioneer 1200 Club Car, and one 42" Auger Bit.

Prepared by:

Reviewed by:

Bret Johnson
Grounds & Maintenance Supervisor

Kevin Crump
Director of Operations & Planning

ORDINANCE NO. 604

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

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

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

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

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

Section 2. The items of personal property to be disposed of are as follows:

- One Nursery Jaws Jr Loader attachment
- One Vicon PS 602 Shaker Spreader
- One Meyer Truck Mounted Snow Plow
- One Snowdog Truck Mounted Snow Plow
- One Big Max Model TC 130 Truck Mounted Crane
- One Pioneer 1200 Club Car
- One 42" Auger Bit

PASSED AND APPROVED by three/fifths of the Board of Commissioners of the Champaign Park District this 12th day of November 2015.

APPROVED:

Timothy P. McMahon, Board President

ATTEST

Cindy Harvey, Board Secretary



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 1, 2015

SUBJECT: Spalding Park Master Plan Design Contract

Background

In June 2015 staff presented a list of projects to the Board for priority consideration. Board direction for Spalding Park was to have a master plan and cost estimate developed to be considered for capital project funding in the near future. At the time the Board asked to look at Spalding Park in combination with a provisional recreation facility on the site—Hitchcock Design Group will be looking at Spalding Park with recreational facility as a whole.

Prior Board Action

None.

Budget Impact

The professional service fee is \$18,100 as outlined in the attached agreement, coming from line 01-20-300-54214, *Architecture and Engineering Fees*.

Recommended Action

Staff recommends authorizing the Executive Director to enter into the contract with Hitchcock Design Group for preliminary design for the Spalding Park Master Plan for a fee not-to-exceed \$18,100.

Prepared by:

Reviewed by:

Andrew Weiss
Park Planner and Landscape Architect

Kevin Crump
Director of Operations and Planning



Professional Service Agreement

This agreement (Agreement) between Hitchcock Design, Inc., an Illinois corporation doing business as **Hitchcock Design Group (HDG)**, 225 West Jefferson Avenue, Naperville, Illinois 60540 and Champaign Park District, a municipal corporation, 706 Kenwood Road, Champaign, Illinois 61821 (Client), is entered into and effective as of _____, 2015, and includes eight parts: (1) Project Description, (2) Project Team, (3) Scope of Services, (4) Schedule, (5) Compensation and Payment, (6) Client Responsibilities, (7) Additional Conditions and (8) Acceptance.

PART ONE: PROJECT DESCRIPTION

The project is preliminary design for the **Spalding Park Master Plan** project in Champaign, Illinois. See attached proposal letter dated September 25, 2015 for detailed project description.

PART TWO: PROJECT TEAM

See attached proposal letter dated September 25, 2015.

PART THREE: BASIC SERVICES

See attached Scope of Services dated September 25, 2015 which is made a part of this Agreement.

PART FOUR: SCHEDULE

See attached proposal letter dated September 25, 2015.

PART FIVE: COMPENSATION AND PAYMENT

Fee Type and Amount

Client agrees to compensate HDG for the Authorized Scope of Services described in Part Three of this Agreement as follows:

Program and Analysis, and Schematic Design Phase:	Fixed Fee	\$17,600
Total Professional Fees:		\$17,600

Authorized Additional Services

If circumstances arise during HDG's performance of its Scope of Services that require additional services, HDG will notify Client about the nature, extent and probable additional cost of the additional services, and perform only such additional services following Client's written authorization. Client agrees to compensate HDG for Authorized Additional Services in addition to the fee for the Authorized Scope of Services.

221 W. Jefferson Avenue
Naperville, Illinois 60540
630.961.1787

hitchcockdesigngroup.com



Reimbursable Expenses

In addition to the fees for the Authorized Scope of Services and Authorized Additional Services, Client agrees to compensate HDG for delivery, travel, and reproduction expenses at 115% of HDG's actual cost not to exceed \$500. Mileage is calculated at the current IRS reimbursable rate, not 115% of the current IRS reimbursement rate stated in the September 25, 2015 Letter and Scope of Services that sets forth expenses.

Standard Rates

The attached Billing Rates identified in the September 25, 2015 Letter and Scope of Services are made a part of this Agreement.

Payment

Invoices

Each month, or at other appropriate intervals, HDG will provide invoices that describe the invoice period, the services rendered, fees and expenses due, payment due date, billing history and other appropriate information. Invoices for fixed fees will describe the percentage of the services completed. Invoices for hourly fees will describe the tasks, hours and hourly rates for the services completed.

Statements

Each month, HDG will issue a statement of Client's account describing the outstanding invoices and balances for each contract, the aggregate outstanding balance, and the aggregate credit limit.

Progress Payments

Consultant shall submit invoice to the District by the 1st Friday of the month. Invoice must include the Purchase Order number. Payment will be monthly after Board approval of the district bills, which is the 2nd Wednesday of each month, following total completion of all said work and approval and acceptance by Client, which shall not be unreasonably withheld. Client agrees to promptly review HDG invoices and upon approval make full payment for Authorized Scope of Services, Authorized Additional Services and Reimbursable Expenses. If Client objects to any portion of the invoice, Client shall notify HDG, in writing, within 7 days or receipt regarding the Client's objection and pay the undisputed amount in accordance with this Agreement.

Interest and Collection Costs

Client agrees to pay as defined above and in accordance with Illinois Prompt Payment Act.

PART SIX: CLIENT RESPONSIBILITIES

Representation

Client shall designate a representative authorized to act on its behalf. HDG will direct communications to Client through its designated representative. Client shall communicate with HDG's



project manager in a timely manner in order to expediently advance HDG services.

Program Requirements

Client shall provide customary program requirements for the project, including objectives, standards and criteria, schedule, process, communications and budget.

Existing Conditions

Client shall provide current information regarding the existing conditions for the project area, including: boundary, legal description, ownership, easements and restrictions; topography and benchmark; soils, utilities, hydrology/wetlands, vegetation, land uses, archeology, traffic. HDG is entitled to rely on the accuracy and completeness of the information provided.

Access

Client shall provide HDG and its sub-consultants access to the property for observation.

Specialized Consultation

Client shall provide the services of specialized consultants, not identified on the Project Team, when they are needed to meet Client's project program requirements.

Changed Conditions

Client shall promptly notify HDG in writing of any condition, event or circumstance that may affect the performance of our services.

Financing

Client shall compensate HDG regardless of Client's ability to secure loans, mortgages, additional equity, grants or other supplementary financing for the project.

Permits

Unless specifically described in HDG's Basic Services, Client shall obtain and pay for all necessary permits from authorities with jurisdiction over the Project for the planning phase only.

Delay

Client shall render decisions in a timely manner so as not to delay the orderly and sequential progress of services.

PART SEVEN: ADDITIONAL CONDITIONS

Standard of Care

HDG shall perform the Authorized Scope of Services and Authorized Additional Services in accordance with generally accepted standards of ordinary and reasonable skill exercised by landscape architects and planners at the time and location such services are rendered.



Suspension of Services

If Client has not paid HDG's invoice within 90 days of the invoice date, or if Client has an open aggregate account balance of more than \$5,000 or 50% of our fees, whichever is less, HDG may suspend services under this Agreement by providing 7 days written notice to Client. HDG shall have no liability because of such suspension of services. If either party to this Agreement suspends services for more than 30 consecutive days, Client shall compensate HDG for services performed prior to notice of such suspension. Client further agrees to equitably adjust HDG's schedule and fees for the remaining services.

Termination of Services

Either party may terminate this Agreement upon not less than seven (7) days written notice in the event the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Client may terminate this agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate HDG for services performed prior to the termination, together with Reimbursable Expenses and Authorized Additional services.

Ownership of Documents

HDG retains the ownership of documents prepared by us as instruments of service. Upon payment of outstanding invoices related to this Agreement, Client is granted a non-exclusive, non-revocable license to use the documents, or copies of the documents, created during the performance of HDG's services for reference, marketing and operation of the project. However, HDG retains the exclusive copyright to the plans, designs and information contained on the documents and all other use of the documents is expressly prohibited except when granted, in writing, by HDG. Client shall defend and hold HDG harmless from any claim arising from the alleged damages as a consequence of re-use or unauthorized use of the documents. If HDG provides any documents in digital format, at Client's direction, HDG cannot and does not represent, warrant or take any responsibility for the proper operation, compatibility or use of any third party software products or the media on which the documents are transmitted, including but not limited to software, memory devices or transmission by electronic mail.

Credit

Client shall acknowledge HDG for its professional services in Client's official communications, published articles, and temporary project identification signage to the extent it deems feasible within its sole discretion.



Risk Allocation and Indemnity

HDG is responsible only for the Scope of Services authorized in this Agreement. Client may choose to modify HDG's deliverables at Client's risk. Client shall defend, indemnify and hold HDG harmless for damages, which may occur as a result of modifications made to HDG deliverables by others without HDG authorization, or for damages, which may occur because of the improper or negligent work of others.

Client shall indemnify and hold HDG harmless for any delay in the performance or progress of the project, or for any costs or damages sustained by Client resulting from such delay only if caused by any act or neglect by Client or Client's representatives, or by any third party acting on Client's behalf, or by changes ordered in the project as a result of any regulatory authority, or riot or civil commotion, or by any other cause beyond HDG's control. In the event of such delay, HDG will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this contract. Client shall further indemnify and hold HDG harmless from delays or losses experienced by Client or others resulting from the discovery of concealed conditions, which require additional professional services, disposal, mitigation, or other remedial action. Client shall also indemnify and hold HDG harmless from delays or losses experienced by Client or others, which result from the discovery of hazardous wastes, and contaminants or pollutants, which require remedial design, mitigation, or other remedial action. When such discovery warrants the need for additional professional services by HDG, those services will be considered additional services.

HDG agrees to indemnify and hold harmless the Client against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by any error or omission of HDG and/or its sub consultants.

Limitation of Liability

Client agrees to limit any claim made against HDG solely with regard to the Master Plan Services to the amount of compensation available from insurance coverage under this Agreement. This limitation of liability applies to all claims including, breach of contract, torts or any other theory, and such limitation will not apply to any other contracts between the Parties.

Insurance

HDG maintains General Liability, Worker's Compensation, Automobile Liability and Professional Liability Insurance at all times. Certificates of Insurance are available on request. Client, and its commissioners, officers, employees, agents, and volunteers shall be named as additional insureds under HDG's general liability and other applicable insurance policies, including appropriate written extensions or riders evidencing such coverage.



Waiver of Subrogation

Both parties to this Agreement waive the right of subrogation for damages covered by property insurance.

Quantity and Cost Opinion

HDG has no control over the cost of labor, materials, and equipment or the services of others. HDG provides quantity summaries and opinions of probable cost based on its professional judgment, familiarity with the construction industry, and on recent, comparable bidding results. Consequently, HDG does not guarantee the accuracy or thoroughness of its quantity summaries or opinions of probable cost. HDG approximates certain quantities and/or costs for Client's convenience.

Third Party Approvals

HDG shall work diligently to assist Client in securing approvals from the appropriate regulatory authorities related to the services specified in this Agreement. However, HDG cannot guarantee the approval of the project by any regulatory agency or third party. Client shall compensate HDG for our professional services regardless of the outcome of Client's applications for approval by others.

Dispute Resolution

Both parties agree to submit any disputes arising out of this Agreement or relating to the services outlined in the Agreement to non-binding mediation in the Chicago office of JAMS before initiating any litigation. Demand for mediation shall be made by written request to JAMS, with copies to the other party. In the event that mediation has not resolved the dispute(s) within 60 days of demand, either party may pursue its rights in litigation. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties shall mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally. Following mediation, disputes shall be resolved in a Court of appropriate jurisdiction within Champaign County, Illinois.

Choice of Law

This Agreement is governed by the laws of the County of Champaign and the State of Illinois.

Authorization

If HDG is authorized to commence and/or continue providing services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement. If so authorized, Client shall compensate HDG for such services in accordance with these terms and conditions as though this Agreement were fully executed by both parties.

Extent



This contract and the September 25, 2015 Spalding Master Plan letter and accompanying Scope of Services descriptive information, except to the extent of any conflict in terms, in which case this Professional Service Agreement shall control regarding such terms, constitute the entire agreement between HDG and Client. It supersedes all previous written or oral understandings. It can be supplemented, or amended, only by the execution of a new written agreement or other amendment, addendum or exhibits agreed upon by Client and HDG.

PART EIGHT: ACCEPTANCE

Please indicate your acceptance of this Agreement by returning two copies, each with original signature. A countersigned agreement will be returned to you. This agreement may be modified or withdrawn unless written authorization to proceed has been received within 30 days.

Accepted: _____
Signature of individual authorized to accept this agreement on behalf
of client

Printed Name and Title

Accepted: _____
Steve Konters, Principal
Hitchcock Design Group



September 25, 2015

Andrew Weiss
Champaign Park District
706 Kenwood Road
Champaign, Illinois 61821-4112

RE: Spalding Park Master Plan

Dear Andrew:

Thank you for asking Hitchcock Design Group to submit this proposal for your Spalding Park Master Plan Project. We appreciate your continued trust in our services and the opportunity to continue our work with you and the Champaign Park District (CPD).

Project Understanding

We understand the CPD Park Board has determined that Spalding Park is a priority for improvements within the community. CPD staff has completed previous plans exploring the potential development of a recreation and aquatic center on the site. There is now a need for a master plan for improvements to the remainder of the park that also represents how park improvements can accommodate and compliment potential future development of a recreation center. The main objective of the Master Plan is to define the other park improvements for purpose of Park Board approval and budgeting for 2016 construction.

The project will not include design of a recreation and aquatic center, but only represent a preliminary layout based on previous concepts that are modified for purposes of showing how that type of facility can fit on the site with other desired park improvements.

There is approximately \$700,000 - \$800,000 set aside for Spalding Park improvements not including a potential recreation and aquatic center. CPD would like to proceed with the design work during October for presentation to the Park Board in November.

Scope of Services

We will utilize the project meeting we had with CPD staff on September 24th as our kick-off meeting to define the preliminary design program and other details that will guide the process and set the schedule for the project. We will also coordinate with CPD staff to obtain available data and potential design and permitting requirements from the City of Champaign.

We will then begin the Schematic Design Phase, developing design alternatives and ultimately a preferred approach. Preliminary cost-estimates, using appropriate contingencies, will also be prepared to summarize your financial exposure. We will meet with you at key milestones to review the design documents, obtain direction, and present final documents to your Park Board for input and approval.

Please see the Scope of Services for our step-by-step approach.

221 W. Jefferson Avenue
Naperville, Illinois 60540
630.961.1787

hitchcockdesigngroup.com



September 25, 2015
Champaign Park District – Spalding Park Master Plan
Page 2

Professional Fees

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

Preliminary Design Services:

Program and Analysis and
Schematic Design Phase:

\$17,600 Fixed Fee

Reimbursable expenses (printing, mileage and courier) will be invoiced in addition to the professional service fees not to exceed \$500.

Project Team

I will be our Project Manager. Other members of our Recreation Design Studio will participate as needed in order to advance the work in a timely way.

If you find this proposal acceptable, we will forward our standard contract for your review and signature. We propose to begin work within 5 days of your authorization and completing Master Plan Documents within 45 days.

Thank you again for the opportunity to continue working with you and the Champaign Park District. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,
Hitchcock Design Group

Steve Konters
Principal

Enclosures: Scope of Services

cc: Bill Inman, Hitchcock Design Group



Scope of Services

Spalding Park Master Plan

PRELIMINARY DESIGN SERVICES

The goal for this part of the agreement is to finalize the program and reach consensus on a preliminary design approach for the proposed capital improvements.

A. Program and Analysis Phase

Objective: The objective is to confirm the project program, characteristics of the existing resources, probable permit requirements, owner/users and stakeholder interests and produce new maps and a program summary that will be the basis for further design.

Process: Specifically, the Hitchcock Design Group team will:

1. **[Meeting #1: Staff] Conduct a Kick-off and Programming Workshop** with client representatives and the other project team members confirming **(COMPLETED)**:
 - a. Project area ownership
 - b. Goals, objectives, and preliminary design program
 - c. Constituent and jurisdictional interests
 - d. Available data
 - e. Budgeted costs
 - f. Tentative schedule
2. Coordinate with Park District staff to **Obtain Potential Jurisdictional Requirements** by discussing the project with representatives of appropriate constituent and regulatory groups including:
 - a. City of Champaign
3. **Collect Available Data** from the Park District for the project area including:
 - a. Local ordinances and development standards
 - b. Topographic survey
 - c. Aerial photography
 - d. Boundaries, property ownership and easements
 - e. Previous and pending improvement plans
 - f. Community survey results
 - g. National wetland inventory map and waters of the United States
 - h. Flood Insurance Rate Map information (ponds and streams)
 - i. Zoning and land-use information
4. Using available data **Prepare Base Map** for use during the Schematic Design Phase.
5. **Photograph the Project Area** and immediate surroundings in order to identify readily apparent physical conditions and patterns of use **(COMPLETED)**.
6. Prepare a written **Project Program** that includes:
 - a. Project design program
 - b. Jurisdictional factors
 - c. Budget information
 - d. Project Schedule



7. **Confirm the Program and Analysis** phase by forwarding a digital copy of the written Project Program to Park District representatives for review and approval.

Deliverables: **Base Maps, Written Project Program**

B. Schematic Design Phase

Objective: The objective is to reach consensus on the type, location, organization, scale, character and potential cost of specific capital improvements.

Process: Following your approval of the Program and Analysis Phase, the Hitchcock Design Group team will:

1. Prepare up **Schematic Design Alternatives** for the park improvements illustrating site geometry and the scale, type and organization of the project elements including:
 - a. Vehicular and pedestrian circulation improvements including:
 - i. connectivity
 - ii. accessibility
 - b. Site amenities including:
 - i. spray pad
 - ii. new playground
 - iii. large picnic pavillion
 - iv. street style skate park expansion
 - v. outdoor fitness equipment
 - vi. site furnishings
 - vii. site lighting
 - viii. other complimentary features
 - c. Landscape improvements
 - d. Storm water detention area (if required)
 - e. Recreation/aquatics center footprint
 - i. preliminary program and floor plan based on previous recreation center concepts
 - A. rental space including gymnasium and multi-purpose room(s)
 - B. fitness
 - C. small kitchen
 - D. administration office
 - E. special rec program space
 - ii. potential parking expansion
 - iii. pool area
2. Prepare the **Preliminary Schematic Design Documents** including:
 - a. Black and white plan view drawings at an appropriate scale
 - b. Representative photographs from other projects
3. Prepare a preliminary **Construction Cost Opinion** using recognized systems and unit costs in the Construction Specification Institute format.
4. **[Meeting #2: Staff]** Review the preliminary Schematic Design Documents with you to determine a preferred strategy for the site improvements and options for the recreation/aquatics center footprint. Prepare written summary of discussion and direction.
5. Prepare the **Final Schematic Design Documents** including:
 - a. Color plan view drawings at an appropriate scale
 - b. Representative photographs from other projects
 - c. Updated cost estimate
 - d. PowerPoint presentation



6. **[Meeting #3 Online: Staff]** Review the Final Schematic Design Documents with via an online meeting for approval to present the Documents to the Park Board. Prepare written summary of discussion and direction.
7. **[Meeting #4: Park Board]** Present the Final Schematic Design documents to elected officials for input and approval. Prepare written summary of discussion and direction.
8. **Discuss Next Steps** with Park District staff.

Deliverables: **Schematic Design Documents, Construction Cost Opinion, Meeting Summaries**

ADDITIONAL SERVICES

We may provide additional services, at your approval that are not included in the Basic Services, such as:

1. Revisions to previously-completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents
3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services rendered after the time limitations set forth in this contract
7. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
8. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services
9. Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement
10. Services rendered after Final Acceptance of the Contractor's work or services rendered more than 60 days after Substantial Completion of the Contractor's work
11. Schematic design of the Recreation/Aquatic Center beyond basic preliminary footprint based on previous concepts.

AUTHORIZATION

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.



Standard Billing Rates and Expenses

Effective April 1, 2015

Billing Rates

Senior Principal	\$230
Principal II	\$180
Principal I	\$165
Senior Associate II	\$150
Senior Associate I	\$125
Associate II	\$110
Associate I	\$100
Junior Associate II	\$90
Junior Associate I	\$80

Expenses

In addition to our standard hourly rates, we invoice authorized sub-consultant fees, travel and reproduction expenses, at 115% of our cost. We will invoice mileage in personal or company-owned cars at 115% of the current IRS reimbursement rate.



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 1, 2015

SUBJECT: Heritage Park Master Plan Design Contract

Background

In June 2015 staff presented a list of projects to the Board for priority consideration. Board direction for Heritage Park was to have a master plan and cost estimate developed to be considered for capital project funding in the near future. At the time the Board asked to combine the Heritage Park master plan design with the Heritage/Kaufman Greenbelt Bikeway connection design, but the two differing scopes of work, project timelines, and additional cost made the design proposal prohibitively expensive and the project deadlines unduly late.

Prior Board Action

None.

Budget Impact

The professional service fee is \$20,000 as outlined in the attached agreement.

Recommended Action

Staff recommends approval authorizing the Executive Director enter into an agreement with Smith Group JJR to complete the Heritage Park Master Plan for a fee of \$20,000.

Prepared by:

Reviewed by:

Andrew Weiss
Park Planner and Landscape Architect

Kevin Crump
Director of Operations and Planning

SMITHGROUP JJR

August 28, 2015

Exhibit A

Mr. Andrew Weiss
Park Planner/Landscape Architect
Champaign Park District
706 Kenwood Road
Champaign, Illinois 61821

Re: Proposal
Heritage Park Master Plan

Dear Andrew:

It was a pleasure meeting with you last week to discuss the need for building consensus and developing a comprehensive master plan for Heritage Park. Per your request, SmithGroupJJR (SGJJR) has prepared a proposal for your consideration. A master plan for Heritage Park will be the first step towards realization and implementation of this important recreational link in the Champaign Park District park system.

PROJECT UNDERSTANDING

1. This proposal is based upon our July 29, 2015 meeting to discuss the project and goals.
2. The "Project" as used herein refers to the preparation of a site master plan, including an opinion of probable construction cost.
3. Basic Services for the project shall be provided in the following phases. SGJJR shall proceed with each phase following written approval by the Client of the preceding phase:
 - Discovery
 - Conceptual Land Use Alternatives
 - Preferred Master Plan
4. For the purpose of this proposal, "Owner" shall mean Champaign Park District.

SCOPE OF SERVICES

PHASE 1: DISCOVERY

Task 1.1: Inventory and Analysis

This task identifies Issues and Opportunities by analyzing available background information. This Scope of Services assumes there is ample available background information for the study and no new surveys or development of new data will be required.

Deliverables: Existing conditions and opportunities and constraints diagrams

Task 1.2: Owner Meeting

The findings and results of the previous tasks will be shared and discussed with the Owner in order to outline planning principles, programming, and issues and opportunities for Heritage Park.

Deliverables: Planning principles
Preliminary Park program

Champaign Park District Heritage Park Master Plan Rev. 10.06.14
SmithGroupJJR

SMITHGROUP JJR

PHASE 2: Conceptual Land Use Alternatives

Task 2.1: Draft Conceptual Land Use Alternatives

Prepare up to three Conceptual Land Use Alternatives for Heritage Park. Each alternative will be supported by representative renderings or photographs from other projects. Preliminary Magnitude of Construction Costs for each alternative will be provided.

Deliverables: Conceptual Land Use Alternatives Plans
Supporting renderings or images
Preliminary Magnitude of Construction Costs

Task 2.2: Owner Review Meeting

Present deliverables from Task 2.1 to Owner for review and comment.

Deliverables: Meeting summary

PHASE 3: Preferred Master Plan

Task 3.1: Draft Master Plan

Based on the input from Phase 2, SGJJR will prepare the Draft Master Plan for Heritage Park.

Deliverables Draft Master Plan digital rendering
Supporting renderings or photographs
Preliminary Opinion of Probable Construction Costs

Task 3.2 Owner Review Meeting

Present deliverables from Task 3.1 to Owner for review and comment.

Deliverables: Meeting summary

Task 3.3: Park Board Meeting

SGJJR will meet with the Champaign Park District Park Board to present the progress of the study to date and seek input from the Board on the Preferred Master Plan and costs.

Deliverables: Meeting summary

Task 3.5: Final Master Plan

Based on input from Task 3.2 and 3.3, prepare Final Master Plan for Heritage Park.

Deliverables Final Master Plan digital slide show including digital renderings
Supporting renderings or images
Final Opinion of Probable Construction Costs

PREPARATION OF DIGITAL DATA

In the event SmithGroupJJR is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroupJJR's services may be represented in the Digital Data, this being in the sole discretion of SmithGroupJJR. Accordingly, although SmithGroupJJR will endeavor to represent all material elements of SmithGroupJJR's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any

Champaign Park District Heritage Park Master Plan Rev. 10.06.14
SmithGroupJJR

SMITHGROUPJJR

agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

OWNER RESPONSIBILITIES

The Owner will provide sufficient background information and data for SmithGroupJJR to complete the Scope of Services. If additional information is required, SmithGroupJJR will bring this to the attention of the Owner.

SCHEDULE

SmithGroupJJR has the capacity to complete this project by early 2016.

CONSULTANTS

SmithGroupJJR does not anticipate use of any consultant(s) for this project.

PROFESSIONAL SERVICES FEE

The Owner shall compensate SmithGroupJJR for the scope of services outlined above for a fixed fee lump sum of \$20,000, including expenses.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroupJJR (if given verbally), and the work will commence upon the Owner's approval of an estimated fee for that effort or, if not agreed otherwise, the Owner shall reimburse SmithGroupJJR on an hourly basis of SmithGroupJJR's project staff actively engaged for all hours worked on the project.

INDEMNIFICATION

It is agreed to by the Owner in the event documents prepared by SmithGroupJJR are incorporated by the Owner as a part of the construction contract, SmithGroupJJR will be provided an opportunity to review the proposed general conditions of the construction contract. Any terms and conditions that are beyond those normally and customarily provided by design professionals similarly situated will not be a part of SmithGroupJJR's obligations. Further, such general conditions shall contain an indemnification provision extending from the Contractor to both the Owner and SmithGroupJJR. Also, both the Owner and SmithGroupJJR shall be named as an Additional Insured on Contractors general liability insurance.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroupJJR shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroupJJR under this agreement shall bear interest at one-and-one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

Champaign Park District	Heritage Park Master Plan	Rev. 10.06.14 SmithGroupJJR
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SMITHGROUP JJR

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroupJJR shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. The Owner covenants and agrees that: 1) the Files are Instruments of Service of SmithGroupJJR, the author, and/or Work Product of SmithGroupJJR, as the case may be; 2) in providing the Files, SmithGroupJJR does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. The Owner agrees to report any defects in the Files to SmithGroupJJR, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroupJJR will correct such defects, in a timely manner, and retransmit the Files. The Owner further agrees to compensate SmithGroupJJR, as Additional Services, for the cost of correcting defects reported to SmithGroupJJR after the Acceptance Period. The Owner understands that the Files have been prepared to SmithGroupJJR's criteria and may not conform to the Owner's drafting or other documentation standards. The Owner understands that, due to the translation process of certain CADD formats, and the transmission of such Files to the Owner that SmithGroupJJR does not guarantee the accuracy, completeness or integrity of the data, and that the Owner will hold SmithGroupJJR harmless for any data or file clean-up required to make these Files usable. The Owner understands that even though SmithGroupJJR may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that the Owner will hold SmithGroupJJR harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroupJJR harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by the Owner. Under no circumstances shall transfer of Files to the Owner be deemed a sale by SmithGroupJJR. SmithGroupJJR makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE OWNER AGREES THAT THE TOTAL LIABILITY OF SMITHGROUPJJR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUPJJR UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

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

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroupJJR's Services will yield

SMITHGROUP JJR

or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroupJJR to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroupJJR of liability of any other party.

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

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.



SmithGroupJJR (*Signature*)

Owner (*Signature*)

Paul J. Wiese
Vice President

(Printed name and title)

(Printed name and title)

August 28, 2015

Date

Date

SMITHGROUPJJR

WAGE RATES BY CLASSIFICATION FOR 2015*

Exhibit B

Class Description	Billing Rate
Principal In Charge	\$ 290
Senior Project Manager	\$ 260
Design Principal	\$ 240
Landscape Architect V	\$ 210
Landscape Architect IV	\$ 155
Landscape Architect III	\$ 125
Landscape Architect II	\$ 95
Landscape Architect I	\$ 85
Civil Engineer V	\$ 245
Civil Engineer IV	\$ 175
Civil Engineer III	\$ 150
Civil Engineer II	\$ 120
Civil Engineer I	\$ 95
Specification Writer	\$ 170
Technical/Administration	\$ 85
Administrative Assistant	\$ 85
Construction Specialist	\$ 175
Building Tech Specialist	\$ 175
BIM CAD Specialist	\$ 180
Sr Lighting Designer	\$ 200
Lighting Designer	\$ 110
Visualization Specialist	\$ 125

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

*Rates will be adjusted annually and be effective January 1, of each year.

ADDENDUM TO LETTER AGREEMENT
BETWEEN CHAMPAIGN PARK DISTRICT AND SMITHGROUPJJR

THIS ADDENDUM amends that certain Letter Agreement dated as of the ____ day of _____, 2015 between SmithGroupJJR, Inc., which has a principal business address of 35 E. Wacker Drive, Suite 2200, Chicago, IL 60601 (hereinafter referred to as, "SGJJR") and the Champaign Park District, an Illinois municipal corporation, which has a principal business address of 706 Kenwood Road, Champaign, IL 61821 (hereinafter referred to as, "Owner"). SGJJR and Owner may be alternatively referred to individually or collectively as, "Party" or "Parties".

WHEREAS, Owner has sought professional architectural services for certain work at Heritage Park, and SGJJR represents that it is willing and able to perform such services for Owner; and

WHEREAS, SGJJR has proposed a written Letter Agreement (Exhibit A) setting forth the terms and conditions of its services; and

WHEREAS, SGJJR and Owner desire to modify the Letter Agreement in order to more fully and completely express and describe the terms and conditions of their Agreement.

NOW THEREFORE, Owner and SGJJR hereby agree that the Letter Agreement referred to herein is hereby amended, superseded, changed, and clarified, anything in the Letter Agreement to the contrary notwithstanding, as follows:

SCHEDULE

SGJJR will substantially complete performance of all of the terms and conditions of the Letter Agreement and this Addendum by February 1, 2016.

CONSULTANTS

SGJJR shall not use any consultants for this project unless further authorized in writing by Owner.

ADDITIONAL SERVICES

Attached hereto (Exhibit B), made a part hereof and incorporated by reference herein is a true and correct copy of SGJJR's hourly rate information for staff services that may be used for additional services upon the request of Owner.

INDEMNIFICATION

It is agreed to by the Owner in the event documents prepared by SGJJR are incorporated by the Owner as a part of any construction contract, SGJJR will be provided an opportunity to review the proposed general conditions of the construction contract. Any terms and conditions that are beyond those normally and customarily provided by design professionals similarly situated will not be a part of SGJJR's obligations, unless otherwise agreed upon in writing. Also, such general conditions shall contain an indemnification provision extending from the Contractor to both the Owner and SGJJR. Furthermore, both the Owner (and its commissioners, officers,

employees, agents, and volunteers) and SGJJR shall be named as Additional Insureds on Contractor's general liability and other applicable insurance policies with appropriate extensions or riders evidencing such coverage.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion of the work provided for herein.

All payments due SGJJR shall be made monthly upon presentation of the statement of services rendered. Owner shall comply with the Illinois Prompt Payment Act regarding the payment of such invoices.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SGJJR shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified in the Letter Agreement. The Owner covenants and agrees that: 1) the Files are Instruments of Service of SGJJR, the author, and/or Work Product of SGJJR, as the case may be; 2) in providing the Files, SGJJR does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. The Owner shall report any defects in the Files to SGJJR, within forty-five (45) days of the initial Files transmittal date (Acceptance Period). It is understood that SGJJR will correct such defects in a timely manner and retransmit the Files. The Owner shall not compensate SGJJR, as Additional Services, or in any event, for the cost of correcting defects reported to SGJJR. The Owner understands that the Files have been prepared to SGJJR's criteria and may not conform to the Owner's drafting or other documentation standards. The Owner understands that, due to the translation process of certain CADD formats, and the transmission of such Files to the Owner, that SGJJR does not guarantee the accuracy, completeness, or integrity of the data, and that Owner and SGJJR shall undertake collaborative efforts to resolve any data or File clean-up required to make the Files useable. The Owner understands that even though SGJJR may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files. The Owner agrees that, to the fullest extent permitted by law, to indemnify and hold SGJJR harmless from and any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with the changes made to the Files by the Owner. Under no circumstances shall transfer of Files to the Owner be deemed a sale by SGJJR.

LIMITATION OF LIABILITY

[THIS PARAGRAPH IS STRICKEN IN ITS ENTIRETY.]

MISCELLANEOUS PROVISIONS

SGJJR will use reasonable professional efforts and judgment in responding in the design to applicable federal, state, and local laws, rules, codes, ordinances and regulations. The Owner acknowledges that certain state and local laws, rules, codes, ordinances, and regulations may reference standards that are outdated and/or contrary to current industry requirements and/or standards. SmithGroup JJR cannot and does not warrant or guarantee that the Project will

comply with all such outdated and/or contrary federal, state and local laws, rules codes, ordinances, and regulations.

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to obligate the SGJJR to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or ii) as an assumption by SGJJR of liability of any other Party.


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

IN WITNESS WHEREOF, the Owner and SmithGroupJJR, Inc. (SGJJR) have executed this Addendum to be effective as of the date of the Letter Agreement.

Owner:
Champaign Park District,
A Municipal Corporation

Architect:
SmithGroupJJR

By: _____
Joseph DeLuce, Executive Director


By: _____
Paul J. Wiese, Vice President

ATTEST:



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 1, 2015

SUBJECT: Kaufman Park Temporary Construction Easement

Background

The Swann Special Care Center (SSCC) plans to renovate and expand its facility directly east of Kaufman Park and hired local architects BLDD to design the new building. Staff met with SSCC and BLDD over the summer to discuss construction logistics; their building site is extremely tight, and therefore they are requesting a temporary construction easement be granted for Kaufman Park from the Park District. The temporary construction easement would provide much needed vehicle and equipment access to the west side of the building site, as well as provide material laydown areas. Park District Attorney has reviewed the temporary construction easement.

Prior Board Action

There has been no Board action on this issue, although Mark Ritz of BLDD Architects made a presentation of the same at the August 12, 2015 Regular Board Meeting.

Budget Impact

The easement fee has been calculated pursuant to Ordinance No. 459, including Attorney's fees.

Recommended Action

Upon receipt of fees, staff recommends that the Board grant the temporary construction easement.

Prepared by:

Reviewed by:

Andrew Weiss
Park Planner and Landscape Architect

Kevin Crump
Director of Operations and Planning

TEMPORARY EASEMENT

THE CHAMPAIGN PARK DISTRICT, an Illinois Municipal Corporation, in the County of Champaign and State of Illinois, (hereinafter, GRANTOR) for and in consideration of One Dollar (\$1.00) in hand paid and other good and valuable consideration, and the conditions and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, hereby gives, grants, and conveys to the GRANTEE, and its contractor(s), a temporary construction and non-exclusive easement for ingress and egress together with the privilege, right and authority to work, erect, construct, install and/or lay, and conduct all activities necessary for the construction, improvement, repair and other related work (hereinafter, "Improvement") at SWANN SPECIAL CARE CENTER, a not-for-profit organization in Champaign, Illinois, and appurtenances to any of the same, located upon or adjacent to, over, under, across and through the land of the GRANTOR(S) generally described as the north east corner of Kaufmann Park and specifically as follows:

LEGAL DESCRIPTION: See attached Exhibit "A"

In consideration of the grant of easement herein contained, the Parties hereby agree to the following terms and conditions:

1. That the GRANTOR shall retain all rights not herein granted to the ownership, use and occupation of the above described easement area. The GRANTOR shall not place anything or allow anything to be placed or parked with its permission and within the easement area without prior authorization by the GRANTEE, including structures, obstacles, obstructions, furniture, vehicles, fences, trees, bushes, shrubs, plants, gardens, machinery, supplies, and the like. The GRANTOR shall not deny or impair the GRANTEE or its contractors access thereto for purposes of construction, maintenance, repair, or replacement of the Improvement. During the period of construction of the Improvement, GRANTEE shall have the exclusive use of the easement area for any and all construction and maintenance work. The term for this temporary construction easement shall commence _____, 2016 and end March 15, 2017, subject to any extensions as GRANTOR may approve within its sole discretion, which shall not be unreasonably withheld, acting through its Executive Director.
2. That all materials, equipment, tools, supplies and apparatus used in the construction of the Improvement and all surplus soil and debris excavated in the course of the construction of the Improvement, may be transported to or from and be used upon the site of said construction work, on and across the easement area, and over the remainder of the GRANTOR's property in a reasonable working space adjacent to the work being performed. GRANTOR shall not restrict or impede GRANTEE or its contractors access to, ingress to or egress from the Improvement area.
3. That the GRANTEE shall not occupy or otherwise place equipment or materials upon the premises until the work or Improvements commence. The GRANTEE, or its contractor, shall refill the excavations so that the surface of the easement area utilized for and adjacent to the work and Improvement shall be restored to the level and condition existing at the place of the construction before the easement thereof; and shall remove from the above described real estate all surplus soil and debris resulting from said construction work or Improvement. The "elevation" shall be interpreted to mean such elevations as will provide drainage and usefulness comparable to or better than that now existing.

The GRANTEE, and its contractor(s), in consideration of the granting of this easement and as a condition of such grant, will repair or replace to conform as nearly to the original condition as is reasonable or reimburse for the same, at no cost to the GRANTOR, any fence, driveway or sidewalk that is damaged, destroyed, or disturbed during construction of the Improvement. If the original surface condition was that of a grassy area, then the GRANTEE, or its contractor, shall prepare such surface area for reseeding with grass, and shall

reseed the area disturbed by the construction or Improvement. The GRANTOR shall be responsible for any watering of the reseeded area.

- 4. That the GRANTOR shall be privileged to remove any structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the easement area, prior to the construction of the Improvement. The GRANTEE may not remove trees, bushes, shrubs and plants of any kind which are on any part of the easement area during the construction, replacement or maintenance of the Improvement without the express written authorization of GRANTOR.
- 5. GRANTEE covenants and agrees that GRANTEE shall be solely responsible for, and shall reimburse and pay GRANTOR, and GRANTOR'S successors and assigns, for all losses and damages incurred by GRANTOR, regarding the Temporary Easement Area, areas of ingress and egress, or any other property of GRANTOR which is proximately caused by GRANTEE's exercise of its rights herein, including without limitation, any damage to GRANTOR's land or property by reason of the initial installation, improvement, repair, removal, operation, and maintenance of the Improvement, and the terms and conditions hereinabove set forth shall be binding upon the successors and assigns of the GRANTEE; provided, however, that GRANTEE shall be permitted to keep the Temporary Easement Area clear of trees, undergrowth, brush and prohibited obstructions.

GRANTEE shall indemnify and hold the GRANTOR, its commissioners, officers, employees, agents, representatives, and volunteers, as well as its successors and assigns harmless from any and all claims for damages to person or property made by any third party arising out of any act, error, or omission on the part of the GRANTEE's employees, contractors, subcontractors, agents, or representatives, except and to the extent such claims are attributable to the gross negligence or willful conduct of GRANTOR or GRANTOR's employees or agents, and in connection therewith, GRANTEE shall provide satisfactory evidence of commercial general liability insurance with limits of not less than \$1,000,000.00 naming the GRANTOR and its commissioners, officers, employees, agents, representatives, and volunteers, as well as its successors and assigns as additional insureds thereon. GRANTEE and its successors or assigns shall maintain such insurance for the duration of the term hereof and any subsequent renewals, if applicable. If GRANTEE defaults in performing any provision herein, it shall be responsible for costs and attorney's fees, costs, and expenses incurred by the GRANTOR as a result of such defaults and enforcing the terms hereof.

- 6. That time shall be of the essence of this easement, and the terms and conditions hereof shall extend to and be obligatory upon the GRANTOR, its successors and assigns and upon the GRANTEE and its successors, assigns and contractors until the construction of the Improvement has been completed and thereafter as to any incomplete duty, obligation or liability.

WITNESS our hands and seal this ___ day of _____, 20__.

CHAMPAIGN PARK DISTRICT, an Illinois
Municipal Corporation

By: _____
Its: _____

ATTEST:

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that _____ and _____, personally known to me to the _____ and _____ of the CHAMPAIGN PARK DISTRICT, an Illinois Municipal Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and

EXHIBIT A
LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT
ACROSS KAUFMAN PARK

A tract of land being part of the Southwest Quarter of Section 10, Township 19 North, Range 8 East of the Third Principal Meridian, situated in Champaign County, Illinois, being more particularly described as follows:

Beginning at the Southwest corner of the Swann Special Care Center Tract, hereafter described; thence South $34^{\circ}17'37''$ West 18.03 Feet along an extension of the West line of said Swann Special Care Center Tract; thence North $89^{\circ}23'05''$ West 108.76 Feet; thence North $41^{\circ}56'27''$ East 103.60 Feet; thence North $33^{\circ}17'50''$ East 307.39 Feet; thence North $21^{\circ}29'33''$ East 250.02 Feet; thence South $59^{\circ}57'55''$ East 138.19 Feet to the Northwest corner of said Swann Special Care Center Tract; thence South $34^{\circ}17'37''$ West 585.99 Feet along the West line of said tract to the Point of Beginning, encompassing 1.325 Acres, more or less, in Champaign County, Illinois.

Legal Description for the Swann Special Care Center Tract:
(Note: Horizontal datum varies from that referenced above)

A tract of land being part of the South Half of the Southwest Quarter of Section 10, Township 19 North, Range 8 East of the Third Principal Meridian, situated in Champaign County, Illinois; more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 10; thence along the East line of the Southwest Quarter, said line also being the centerline of Kenwood Road (a/k/a/ Holiday Park Drive), North $01^{\circ}20'15''$ West a distance of 842.08 Feet; thence South $90^{\circ}00'00''$ West, a distance of 30.00 Feet to a point on the West line of Kenwood Road for the Point of Beginning; thence leaving Kenwood Road, South $90^{\circ}00'00''$ West, a distance of 351.78 Feet to an iron cap with cap found; thence North $33^{\circ}37'00''$ East, a distance of 586.20 Feet to an iron rod with cap found on the North line of the South Half of the Southwest Quarter of Section 10; thence along said line, North $89^{\circ}58'03''$ East, a distance of 15.84 Feet to a point on the West line of Kenwood Road (now vacated per Document Number 2005R24889); thence along the West line of vacated Kenwood Road, South $01^{\circ}20'15''$ East, a distance of 214.29 Feet to the Northwest corner of a tract of land conveyed to Hoosier Care, Inc. by Document Number 2005R28164 of the Champaign County Records (also being that portion of Kenwood Road vacated by Document Number 2005R24889); thence along the North line of the Hoosier Care tract, North $90^{\circ}00'00''$ East, a distance of 60.00 Feet; thence along the East line of said tract, South $01^{\circ}20'15''$ East, a distance of 214.02 Feet; thence along the West line of said tract, South $90^{\circ}00'00''$ West, a distance of 60.00 Feet to the West line of Kenwood Road; thence along the West line of Kenwood Road, South $01^{\circ}20'15''$ East, a distance of 60.00 Feet to the Point of Beginning.

- LEGEND**
- RIGHT-OF-WAY LINE
 - PROPERTY LINE
 - TEMPORARY CONSTRUCTION EASEMENT
 - CONTOUR LINE
 - FENCE LINE
 - CURB AND GUTTER
 - FOUND OR SET PROPERTY PIN
 - DECIDUOUS TREE W/ SIZE
 - CONIFEROUS TREE W/ SIZE
 - TREE STUMP
 - BUSH OR SHRUB
 - SEEN
 - SANITARY MANHOLE
 - STORM MANHOLE
 - STORM INLET
 - WATER PIPE
 - FIRE HYDRANT
 - WATER VALVE WITH BOX
 - CABLE TV RISE P/ FEEDBACK
 - OVERHEAD UTILITY
 - UNDERGROUND ELECTRIC
 - ELECTRIC RISER FEEDBACK
 - UNDERGROUND TELEPHONE
 - TELEPHONE RISER FEEDBACK
 - UTILITY POLE WITH 0-6 WIRE / ANCHOR
 - UTILITY POLE (SINGLE FEATURE)
 - GAS MAIN
 - SANITARY SEWER
 - STORM SEWER

- NOTES**
1. THE TEMPORARY CONSTRUCTION EASEMENT IN KAUFMAN PARK MAY BE USED FOR THE FOLLOWING CONSTRUCTION RELATED ACTIVITIES:
 - A. PROJECT ACCESS.
 - B. MATERIAL STORAGE.
 - C. JOB TRAILER LOCATION.
 - D. VEHICLE AND EQUIPMENT PARKING.
 - E. CONSTRUCTION ACTIVITIES.
 2. AT NO TIME DURING THE PROJECT DURATION SHALL SOILS OR FILL BE EXPOSED TO THE AIR OR TO THE VIEW FROM ANY LINE OF ANY TREE WITHOUT THE PARK DISTRICT'S CONSENT.
 3. AT NO TIME DURING THE PROJECT DURATION SHALL ANY CONSTRUCTION MATERIALS BE STORED WITHIN THE SRIP LINE OF KAUFMAN PARK.
 4. AT NO TIME DURING THE PROJECT DURATION SHALL ANY VEHICLE OR PIECE OF EQUIPMENT OVER 3,000 LB BE OPERATED WITHIN THE SRIP LINE OF ANY TREE WITHOUT THE PARK DISTRICT'S CONSENT.
 5. RESTORE ALL EXISTING TREES THROUGHOUT THE DURATION OF THE PROJECT.
 6. RESTORE ALL EXISTING LAWN AREAS AND EXISTING WALKS TO THE ORIGINAL CONDITION.
 7. ALL CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE EASEMENT AREA.
 8. ACCESS TO THE EASEMENT AREA IN KAUFMAN PARK IS NOT ALLOWED THROUGH THE PARK. ACCESS TO THE EASEMENT MUST OCCUR THROUGH THE PROJECT SITE.

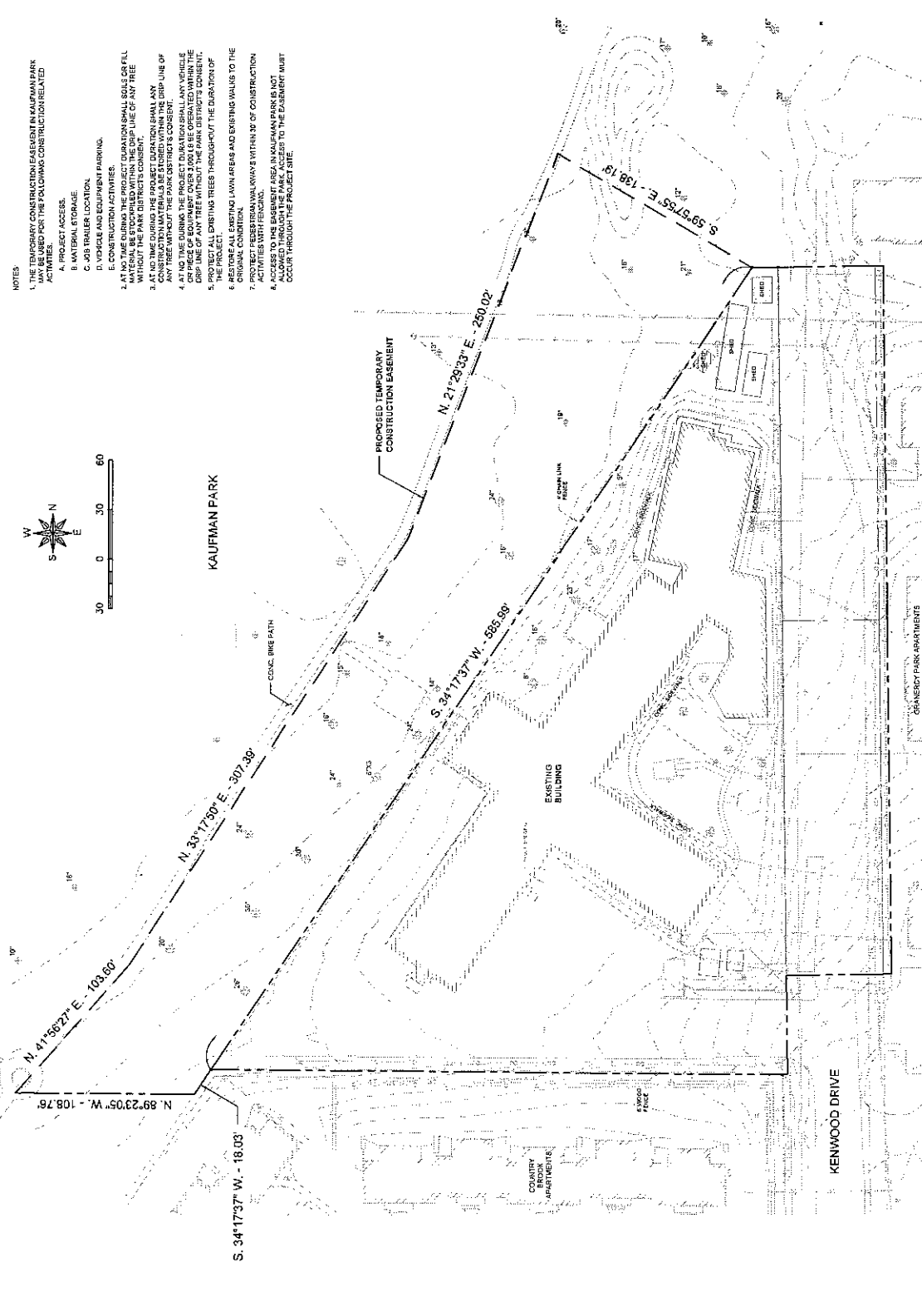
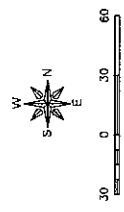


EXHIBIT A

PROJECT	TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
DATE	11-04-2015
APPROVED BY	CMD
DATE	11-04-2015
REVISIONS	DESCRIPTION
CONTRACTOR	SIMANN SPECIAL CARE CENTER BUILDING ADDITION
OWNER	SIMANN SPECIAL CARE CENTER EXCEPTIONAL LIVING CENTERS 108 KENWOOD ROAD CHAMPAIGN, IL 61821
ENGINEER	ILLINOIS IOWA WISCONSIN
ENGINEERING & ENVIRONMENTAL	FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL	ENGINEERING & ENVIRONMENTAL
DATE	© 2015 FEHR GRAHAM