



**CHAMPAIGN
PARK DISTRICT**

**AGENDA
Regular Board Meeting
Bresnan Meeting Center
706 Kenwood Road, Champaign, Illinois
Wednesday, September 12, 2018
7:00 p.m.**

A. CALL TO ORDER

B. PRESENTATION

1. Proposal for Cooperation on Joint Park/Drainage Project on Mattis Avenue, Phinney Branch Mutual Drainage District

C. COMMENTS FROM THE PUBLIC

D. COMMUNICATIONS

E. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of August 2018

F. EXECUTIVE DIRECTOR'S REPORT

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

G. COMMITTEE REPORTS

1. Champaign Parks Foundation

H. REPORT OF OFFICERS

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

I. CONSENT AGENDA

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

1. Approval of Minutes of the Special Board Meeting, July 25, 2018
2. Approval of Minutes of the Regular Board Meeting, August 8, 2018
3. Approval of Minutes of the Executive Session, August 8, 2018

J. NEW BUSINESS

1. Approval of Disbursements as of August 8, 2018
Staff recommends approval of disbursements for the period beginning August 8, 2017 and ending September 11, 2018.
2. Approval of a Resolution Appointing a Director to the Champaign Parks Foundation
Staff recommends the Board appoint Dijon Davis to the Board of Directors of the Champaign Parks Foundation to fill a vacant, three year term, expiring in May 2019.
3. Approval of a Resolution Initiating the 2018 General Obligation Bond Issue
Staff recommends approval of a resolution stating the Park District's need and intent to issue \$1,147,000 of General Obligation Bonds for FY18-19.

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.

4. Approval of a Resolution Setting a Public Hearing on Proposed Bond Issue
Staff recommends approval of a Resolution to set a Public Hearing for Wednesday, October 10, 2018 at 7:00 p.m. at the Bresnan Meeting Center to discuss the issuance of \$1,147,000 of bonds for the purpose of providing funds for capital improvements. As required by law, a public hearing must be set for the purpose of receiving public comments on the Board's proposal to sell bonds.
5. Approval of Sealcoating and Line-Striping Bid
Staff recommends awarding the bid for sealcoating and line-striping to the lowest responsible bidder, Dunn Company, at the bid price of \$22,041.10 and authorizing the Executive Director enter into a contract for the work.
6. Approval of Bid to Purchase Scoreboards
Staff recommends accepting the lowest responsible bid that meets all specifications, and authorizing the Executive Director to purchase four (4) new baseball/softball scoreboards from Nevco Sports, LLC at a total bid price of \$25,100.00.
7. Approval to apply for an Open Space Land Acquisition and Development (OSLAD) Grant
Staff recommends Board approval to proceed with \$400,000 OSLAD grant application for Human Kinetics Park Development, and to sign the *Grant Program Resolution of Authorization* due to IDNR by October 1, 2018.
8. Approval of Rejecting the Request for Proposals (RFP) for Janitorial Services at the Douglass Annex and Douglass Community Center
Staff recommends rejecting all proposals and alternates for janitorial services for the Douglass Annex and Community Center and hiring a part-time building service worker to clean the annex and center.
9. Approval of Agreement with Challenger Sports, Inc.
Staff recommends approval of an agreement between Challenger Sports, Inc. and the Park District for a period of three years, expiring in 2021, to provide instructors to teach youth soccer camps to children registered through the Champaign Park District, provide soccer garments and equipment, and authorizing the Executive Director to execute the agreement.
10. Approval of Bids for Heritage Park Project
Staff recommends awarding Heritage Park Phase 1 Base Bid plus Alternates 1, 2, 4, 5, and 6 to Stark Excavating for a total contract amount of \$643,290 and rejecting Alternates 3 and 7, and authorizing Executive Director to enter into the construction contract.
11. Approval of an Agreement with Consolidated Communications to provide Telephone Services
Staff recommends approval of an agreement between the Park District and Consolidated Communications to provide telephone services to Park District facilities for a term of three years, and authorizing the Executive Director to execute the agreement upon final review by legal counsel.
12. Approval of an Agreement with i3 Broadband to provide Fiber Services to Park District Facilities
Staff recommends approving an agreement between the Park District and i3 Broadband to provide fiber services to Park District facilities and authorizing the Executive Director to execute the agreement contingent upon final review by legal counsel.
13. Approval of an Agreement with i3 Broadband to provide Fiber Services to five Park District Parks
Staff recommend approving an agreement between the Park District and i3 Broadband to provide fiber services to five Park District parks and authorizing the Executive Director to execute the agreement upon final review by legal counsel.

K. OLD BUSINESS

L. DISCUSSION ITEMS

M. COMMENTS FROM COMMISSIONERS

N. ADJOURN

MEMORANDUM

DATE: August 21, 2018

TO: Champaign Park District
Joe DeLuce, Executive Director
Dan Olson, Director of Operations
Andrew Weiss, Director of Planning

FROM: Phinney Branch Mutual Drainage District
David Boyd, Commissioner
Adam Slagell, Commissioner
Josh Johnson, Commissioner
Matt Schweighart, Attorney

RE: Proposal for Cooperation on Joint Park/Drainage Project
on Mattis Avenue, Champaign; Request for Agenda Item
for Discussion at September 12, 2018 Board Meeting

Background

The Phinney Branch Mutual Drainage District (District) is responsible for drainage in the areas of southwest Champaign shown on the attached map (Attachment 1). The commissioners of the District are currently David Boyd, Adam Slagell, and Joshua Johnson.

Much of the District is adjacent to the City of Champaign, and a significant portion of the original footprint of the District has been detached to the City of Champaign as a result of the overlap that occurred as the City of Champaign has expanded its boundaries.

In 1995, the District entered into an intergovernmental agreement (IGA) with the City of Champaign, with the goal of jointly addressing drainage issues. A copy of that agreement, as amended, is attached hereto as Attachment 2.

A Master Plan was developed in connection with the IGA, and a copy is attached hereto as Attachment 3.

The District petitioned the court and received approval to levy a special assessment on the property within the District in order to raise the funds necessary to comply with its obligations under the IGA and the Master Plan.

The special assessment was approved by the court in 1998 and levied in 2000, in the amount of \$2,000 per residential property, payable in 20 annual installments of \$100 each.

The final year of the special assessment is 2020, at which point the District will have approximately \$1,300,000 to be used toward a capital improvement project within the scope of the Master Plan.

In the only significant Master Plan project undertaken to date, the City and District collaborated on the Ponds at Windsor project, which alleviated many of the worst flooding issues along the Phinney Branch and within the City. As a result of the success of that project, the number of flooding complaints in that area were significantly reduced, and the City has shifted its priorities to allocate its Public Works resources to other neighborhoods.

As a result of the City's shift in priorities, the City's long term plan for Public Works projects does not presently include any projects from the Master Plan or any other project called for under the IGA. Although no formal action has been taken by the City to notify the District of the City's actions with respect to the IGA, City staff has informally represented to the District that no such projects are anticipated in the foreseeable future.

With the final installment of the special assessment on the horizon, and the prospect of the City being unable or unwilling to undertake any joint project as called for under the Master Plan at this time or for the foreseeable future, the commissioners of the District have determined that in order to best serve the constituents, it is in the best interest of the District to identify a project within the Master Plan that can be undertaken more or less unilaterally.

Accordingly, the District has been in negotiations with the City to amend the IGA to allow for the District to undertake such a project from the Master Plan.

At present, the City has indicated that it may provide certain ancillary administrative support for any such project, but that no City funds would be directly allocated, and that any project would be driven unilaterally by the District.

In consultation with City staff, the District has identified a project from the Master Plan that the parties believe will provide the greatest potential impact/benefit for the taxpayers at a cost that the District could cover without participation from the City.

The identified project calls for construction of a detention pond west of Mattis Avenue and south of Windsor Road, directly south of Kenny Avenue. The project is referred to in the Master Plan and herein as South Pond 4 ("SP4"). A technical memorandum prepared by Clark Dietz relating to SP4 is attached as Attachment 4.

SP4 Project Background

The site of the proposed SP4 detention pond is part of a tract of land consisting of approximately 60 acres on the west side of Mattis Avenue and south of Kenny Avenue. (PIN: 46-20-27-200-007).

Specifically, the SP4 project calls for the creation of a detention pond with a surface area of approximately between 3-7 acres, with the optimum surface area of 6.7 acres and 34.5 ac-ft.

The current owner of the parcel is Knights Templar, in Paxton, IL. The District has been in contact with Mr. William Jegen, who is a local representative for the Knights Templar, regarding a potential drainage project at the site. Mr. Jegen has indicated that the organization may be interested in selling the property.

The parcel is situated directly to the northeast of and is adjacent to parcel 46-20-27-476-001, which is owned by Champaign Community Unit School District #4, as part of Barkstall Elementary School.

Proposal For Partnership with Park District

The District is proposing that approximately half of the 60 acres be acquired from the Knights Templar and developed into a scenic 3-7 acre retention pond surrounded a city park with trees and walking paths emphasizing the natural beauty of the area.

The land would be purchased by the District and it would develop the retention pond with such assistance from the City of Champaign as is practicable. Maintenance of the drainage facility would be negotiated between the City of Champaign and the District. The Champaign Park District would develop and maintain the adjacent park in accordance with the recommendations from Park District staff as to the design and elements to be included.

The exact size and shape of the parcel is to be determined, but preliminary discussions between the District, Park District staff, and Unit 4 representative suggested a flag shaped parcel that would allow for connection of the northernmost 30 acres of the Knights Templar parcel to the Unit 4 Barkstall parcel along the westernmost edge of the Knights Templar parcel.

This parcel shape would allow for the connection, through the proposed project, of walking or biking paths to and from Barkstall Elementary, as well as the opportunity to provide a potential drainage outlet from the Barkstall property.

Park District staff has indicated to the District that there have been previous discussions with the prior owner of the parcel in question, Mr. Frederick Grein, regarding potential park projects on the land. Although the initial discussions were entirely preliminary, they may have identified mutually beneficial issues that could be addressed and incorporated into the proposed project.

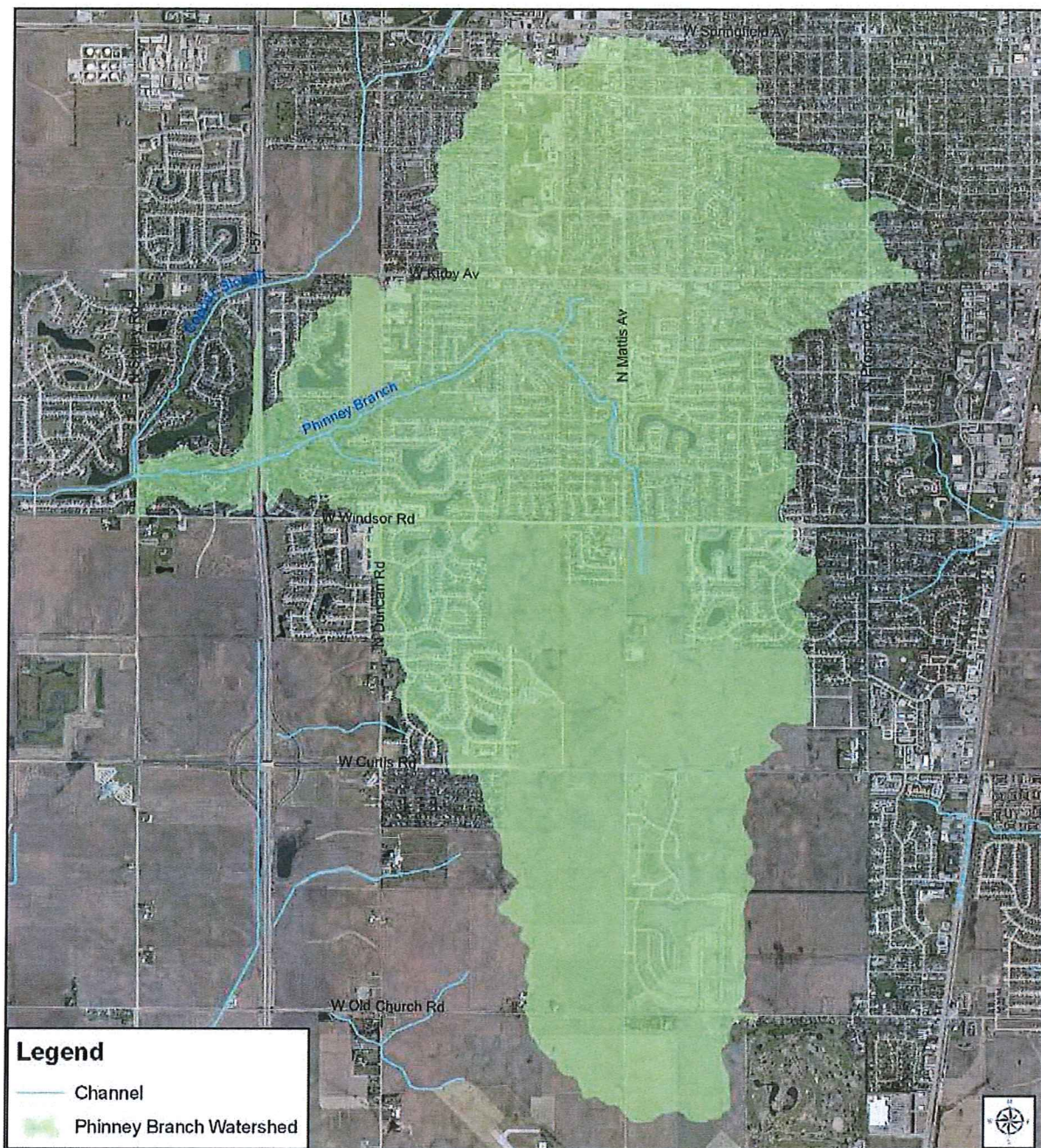
In initial discussions with the Knights Templar, they have expressed interest in being involved in a project of this sort, and they are especially interested in the idea that the Park District could be a partner in the project. They have described the mission of their organization as seeking to provide benefit to the community at large, and the District believes there may be potential for a discounted purchase price and/or possible gift as a result of the proposed use.

The Knights Templar is also currently in preliminary discussions relating to the development of the remaining 30 acres of the parcel into a retirement village featuring apartments and a possible assisted living facility.

Summary

The District respectfully requests such time on the agenda for the September 12, 2018, meeting of the Park District Board as the Board and staff deem necessary to discuss this matter.

The District appreciates the time and consideration of the Park District Board in these initial discussions of a project which has the opportunity to have a significant positive impact on a diverse range of individuals in the community.



Phinney Branch Watershed



TECHNICAL MEMORANDUM

To: Eleanor Blackmon, City of Champaign
From: Clark Dietz, Inc., Chris S. Gutkowski, P.E.
Date: September 12, 2016
Subject: Phinney Branch Proposed SP4 Pond Analysis

Proposed SP4 Pond

The Phinney Branch Watershed Master Plan identified several potential areas where stormwater detention could hydraulically benefit the Phinney Branch channel. These areas were initially identified by the effectiveness of the detention, which typically occurs close to the channel and identified problem areas; however, existing development restricts the location of these potential watershed improvements. The nearest existing open area may not be the optimum location hydraulically, but it is often less disruptive to the local residents and therefore the acceptable compromise for the recommended location. The proposed SP4 pond identified in the Phinney Branch Watershed Master Plan is one of these locations that was identified.

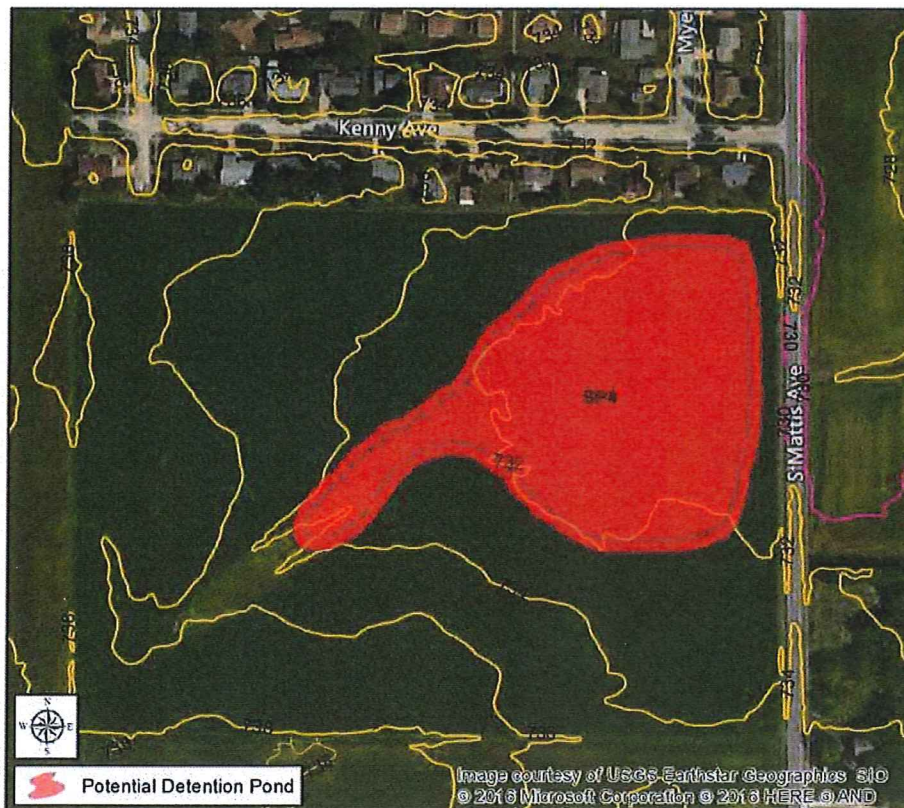


Figure 1
Proposed SP4 Pond

The proposed SP4 Pond is located just south of Kenny Avenue, west of Mattis Avenue as shown in Figure 1. This pond would collect surface runoff from approximately 161 acres of predominately agricultural land. There is a defined agricultural drainage swale through part of this drainage area that naturally collects surface runoff and based on this topography the preferred location of the proposed SP4 Pond is along this swale.

This pond is one of the proposed ponds south of Windsor Road that was used to approximate the potential equivalent stormwater detention that would exist once the entire watershed was developed. There was no detailed analysis/design of this pond in the Phinney Branch Watershed Master Plan to determine the optimum operation and capacity as this pond would likely be designed by a developer and only reviewed by the City. The pond was shown near a local low point, so any constructed pond would likely be located in this general vicinity.

A sensitivity analysis of the proposed SP4 Pond yielded information on the optimum size of the pond. This proposed pond is a relatively small pond when compared to other existing ponds in the watershed and as such would have a more localized impact on the Phinney Branch hydraulics; however, it was found that this pond would have a measureable impact on the Phinney Branch all the way to the confluence. The impacts of the various sizes of the SP4 Pond at Windsor Road are presented in Figure 2 and show that the water surface in the channel remains relatively unchanged for detention surface areas above approximately 6.76 ac. This is likely due to a combination of the allowable maximum discharge rate from the pond, drainage area reaching the pond and downstream limits restricting the pond depth.

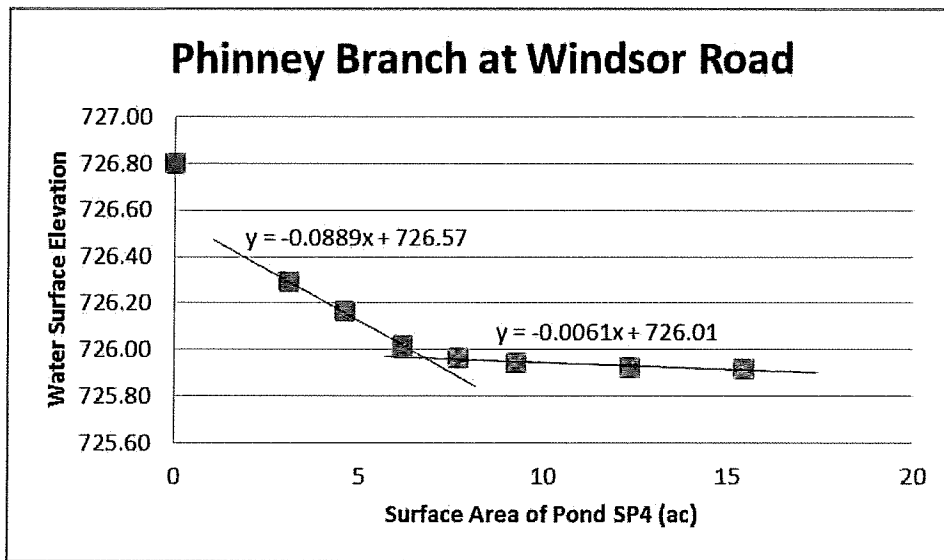


Figure 2
Proposed SP4 Pond Impacts at Windsor Road

The impacts at Staley Road are significantly smaller as the proposed SP4 Pond is relatively far from this location; however, Figure 3 shows a similar trend to Windsor Road with a recommended detention surface area of 6.67 ac.

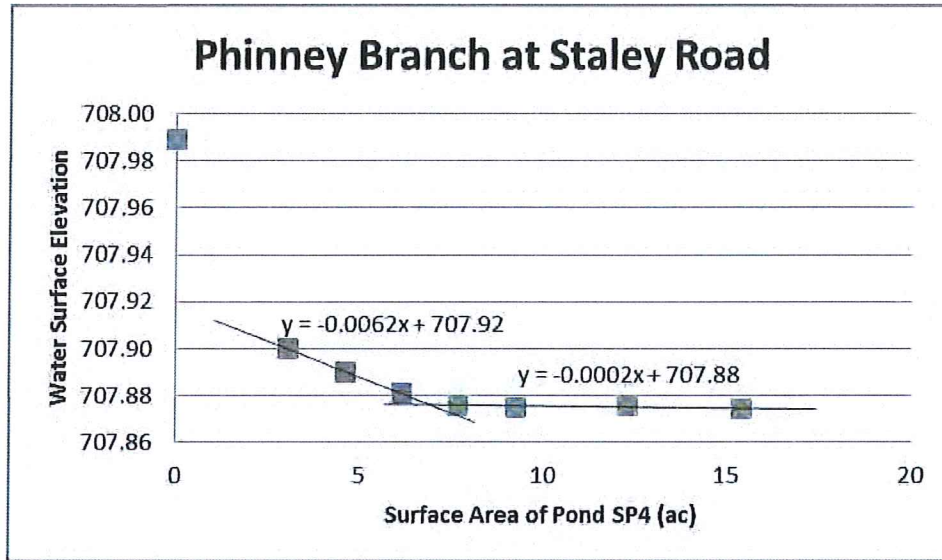


Figure 3
Proposed SP4 Pond Impacts at Staley Road

The conclusion from this sensitivity analysis is that the optimum size of the proposed SP4 Pond is 34.5 ac-ft with a surface area of approximately 6.7 acres so that the proposed pond provides the greatest impact on the hydraulic conditions in the Phinney Branch. The attached figure provides a preliminary layout for the recommended pond design. The pond design characteristics would be:



Pond		Outlet Pipe	
Bottom Elevation	725.0	Diameter	18-inch
Bottom Area	5.6 acres	Length	1,900 ft
Top Elevation	731.0	Slope	0.26%
Top Area	7.0 acres	Downstream Invert	719.5
Design Storage Volume	34.6 ac-ft	Upstream Invert	725.0
Side Slopes	4:1		

A second attached figure shows a smaller SP4 Pond that would be approximately \$1,000,000 (2017 dollars) and basically breakup the project into two parts. The first part would establish the infrastructure needed for the pond and approximately a third of the storage volume, with the second part constructing the remaining detention volume needed to detain the full 34.5 ac-ft. This first part would have all of the same design parameters listed above except that the pond bottom area would be 1.7 acres and the top would be approximately 2.3 acres.




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	Proposed Pipe
	Potential Detention Pond

City of Champaign Proposed SP4 Pond

1 inch = 300 feet





- Proposed Pipe
- Potential Detention Pond

City of Champaign Proposed SP4 Pond

1 inch = 100 feet



SP4 Pond
Project 1

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
South Pond 4 (SP4)					
1	Excavation	16,000	cy	\$22	\$352,000
2	Pond Grading	8,000	sy	\$0.75	\$6,000
3	Pond Inlet and Outlet	1	ls	\$15,000	\$15,000
4	Surface Restoration/Replacement (Seeding)	3	ac	\$1,750	\$5,250
5	18-in Drain Tile	1900	lf	\$50	\$95,000

Subtotal	\$473,250
Contingency (20%)	\$94,650
Construction Subtotal	\$567,900

General Items					
6	Traffic Control	1	ls	\$5,000	\$5,000
7	General Cost Items, Lump Sum	1	ls	\$35,000	\$35,000

General Subtotal	\$40,000
Contingency (20%)	\$8,000
General Construction Subtotal	\$48,000

8	Land Acquisition	3	ac	\$90,000	\$270,000
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Construction Subtotal	\$615,900
Design Engineering (8%)	\$49,000
Construction Engineering (10%)	\$62,000
Total Opinion of Probable Project Cost (Rounded)	\$996,900



- Proposed Pipe
- Potential Detention Pond

City of Champaign
Proposed SP4 Pond, Project 1

1 inch = 300 feet



Image courtesy of USGS Earthstar Geographics SIO © 2016 Microsoft Corporation © 2016 HERE © AND

INTERGOVERNMENTAL AGREEMENT

REGARDING DETACHMENT OF CERTAIN LANDS AND PROVIDING FOR FUTURE COOPERATION IN STORMWATER MANAGEMENT (Phinney Branch Mutual Drainage District and City of Champaign)

This Agreement is made this ____ day of _____, 1995, between the City of Champaign, Illinois ("City"), a municipal corporation organized and existing under the laws of the State of Illinois with principal offices located in Champaign County, Illinois, and Phinney Branch Mutual Drainage District ("District"), a drainage district organized and existing under the laws of the State of Illinois and located solely within Champaign County, Illinois.

WHEREAS, a large portion of the land located within the corporate limits of the District is also located within the corporate limits of the City; and

WHEREAS, the City is a municipal corporation exercising storm drainage powers within the portion of the City located within the District of the same nature as the drainage powers being exercised by the District; and

WHEREAS, the City and the District find it to be in the best interest of the District and the City if that portion of the City located within the District were detached from the District in accordance with 70 ILCS 705/8-15 through 8-22; and

WHEREAS, the parties anticipate that annexation of property by the City within the District will occur in the future and that it is in the best interest of the parties to provide for the orderly transfer of responsibility in the future for drainage within areas annexed to the City located within the District; and

WHEREAS, the parties agree that it is in the best interest of the parties and citizens to provide for coordinated stormwater management within the Phinney Branch drainage basin; and

WHEREAS, the parties acknowledge that this Agreement between them is entered into pursuant to 70 ILCS 605/4-27(i) for the purpose of formulation of plans and for the construction operation, and maintenance of any and all improvements for flood control, drainage, conservation, regulation, development, utilization and disposal of water.

WHEREAS, this Agreement is authorized, subject to court approval, by the Illinois Drainage Code, 70 ILCS 605/1-1 *et seq.*, and Section 10, Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, the parties agree as follows:

Section 1. Definitions.

- A. "Area Subsequently Detached" or "Detached Area" means any Coterminous Area detached from the District after the effective date of this agreement.

- B. "*Channel*" means the Phinney Branch Creek including the bottom and sides of the waterways formed by the natural water flow of creek and the right of way adjacent to the creek owned in fee, under a drainage easement or otherwise under the effective control of the District on the date of this Agreement.
- C. "*City*" means the City of Champaign, Illinois.
- D. "*Coterminous Area*" means the area within the corporate limits of the City on the date of this Agreement or which is annexed to the City after the date of this Agreement, which is located within the boundaries of the District.
- E. "*Detached Area*" means those areas which are within the corporate limits of the City which are also within the Phinney Branch Drainage Basin, but which areas have been detached from the District.
- F. "*District*" means the Phinney Branch Mutual Drainage District or its successors.
- G. "*Drainage Improvement Projects*" means work within the District and Detached Area designed to increase channel capacity including but not limited to the removal of bridges, detention projects, retention projects, the widening of the channel, the deepening of the channel or other significant activities intended to have a life span of five years or more.
- H. "*Maintenance*" means work on the channel designed to provide for the maintenance of current channel capacity including the controlling of vegetation, control of erosion of channel banks and the dredging of the channel.
- I. "*Outlet*" means the location at which the Detached Area outlets storm drainage into the District's drain or where any area of the District outlets storm drainage into the City's drain.
- J. "*Petition to Detach*" means a petition filed by the City in Champaign County Circuit Court pursuant to Section 8-15 of the Illinois Drainage Code, 70 ILCS 605/8-15, as now or hereafter amended, seeking detachment of the Detached Area in accordance with the terms of this Agreement.

Section 2. City Representations. The City warrants, based upon the best information reasonably available to it, that the City Inventory and Map, attached as Exhibits "A-1" and "A-2", is a complete list of the storm drains and levees owned by or under the sole control of the City in the Coterminous Area on October 15, 1994.

Section 3. District Representations.

- A. The District states, based upon the best information reasonably available to it, that the District Inventory and Map, attached as Exhibits "B-1" and "B-2", is a complete list of all storm pipes eighteen (18) inches or larger, tiles, channels, easements and other facilities owned by or under the control of the District on October 15, 1994.

- B. The District states, based upon the best information reasonably available to it, that the District Inventory and Map, attached as Exhibits "C-1" and "C-2", lists and depicts all known authorized and unauthorized encroachments into or on the drainage tiles, drains, easements, channels and facilities of the District in the Coterminous Area, if any.
- C. The District states that the Outstanding Assessments, if any, attached as Exhibit "D", list all outstanding unpaid assessments levied by the District against property in the Coterminous Area as of October 15, 1994.

Section 4. Prior Agreements Between the Parties -- Effect of This Agreement.

- A. The parties agree that Prior Agreements, attached as Exhibit "E", is a list of all agreements and detachment orders which apply to property located within the District affecting land located in the City or between the City and the District, or between the District and any other party.
- B. The parties agree that, except as otherwise provided, this Agreement *is subject to* ~~supersedes and terminates~~ all Prior Agreements listed in Exhibit "E". The parties agree that they shall mutually seek amendment of the prior agreement to ensure that this Agreement is approved by the court, and that the court shall also approve the amendments to the prior agreements as listed in Exhibit "E".

Section 5. Master Plan for Basin.

- A. The parties agree that a Drainage Basin Master Plan would be desirable to:
 - (1) identify drainage issues and drainage problems within the Phinney Branch Drainage Basin;
 - (2) clarify standards for both maintenance and hydrology within the Channel;
 - (3) identify appropriate levels of maintenance for the Channel and storm water facilities;
 - (4) identify and recommend specific drainage improvement projects that would alleviate flooding in the Basin.
- B.
 - (1) The City shall, on or before the 1st day of September, 1994, commence work on a Master Plan for the drainage basin which concentrates on the Coterminous Area but which considers those parts of the District lying outside of the corporate limits of the City.
 - (2) The City shall appoint a citizens advisory committee to assist in the preparation of the Master Plan, one (1) member of which shall be a District Board member. In the process of completing such Master Plan, the City shall seek views of residents residing within the Coterminous Area and those within the District who reside outside the corporate limits of the City.

- (3) The City shall, on or before 1st day of November, 1995, complete, a tentative Master Plan for the Basin.
- (4) Upon completion of the tentative Master Plan, the Plan shall be forwarded to the District for review and comment so that the District has a minimum of thirty (30) calendar days to provide such comment to the City.
- (5) The City Council shall consider the District's actions and comments and shall approve a Master Plan for the Basin on or before January 15, 1996, or within thirty (30) days after receipt of notice of the District's action, whichever is later.
- (6) Upon approval of the Master Plan by the City Council, the approved Plan shall be forwarded to the District for consideration and approval. If the District fails to act within the sixty (60) day period after receipt of the approved Plan, the Plan shall be considered adopted by the District. If the District fails to approve the Plan, this Agreement shall, at the option of the City, be terminated.

Section 6. Maintenance.

- A. Prior to Master Plan Adoption. Prior to the date the Master Plan is adopted by the District, the District shall use its best efforts to reasonably maintain the Phinney Branch Channel and all appurtenances and structures owned or under the control of the District, both within and outside the corporate limits of the City. Such maintenance shall continue until the July 1 after the Master Plan has been adopted by both the District and the City unless the parties agree otherwise.
- B. After Master Plan Adoption.
 - (1) Beginning with the July 1st after the approval of the Master Plan by the City and adoption by the District, the City shall begin maintenance of that part of the channel and appurtenances owned or controlled by the District which lie within the corporate limits of the City. The District agrees that the City shall provide appropriate maintenance outside the corporate limits of the City within the District in accordance with the standards generally utilized on the Channel as it exists within the City. The City shall meet and confer with the District annually with respect to the maintenance schedule based upon the maintenance standards contained in the Master Plan.
 - (2) The District shall continue to remain financially responsible for the maintenance of the Channel outside the corporate limits of the City. The District shall pay the City for all work performed based on the actual costs incurred by the City. Payment shall be made to the City within ninety (90) calendar days after receipt of a bill for such costs.

- C. The District shall take such steps as are necessary to levy funds or increase its annual maintenance levy as necessary to fund the maintenance work performed by the City on or benefitting the Channel outside the City's corporate limits, but within the District. The parties acknowledge that the District must seek court approval of any levy before it is effective.

Section 7. Drainage Improvement Projects.

- A. General. Beginning on the July 1 after the Master Plan has been approved by the City and adopted by the District, the City shall begin design and construction of such projects in substantially the same order which have been prioritized in the Plan as funds become available from the City and District. Payments shall be secured by the District as set forth in this subsection. "Project" for the purpose of this Section shall mean any project identified in the Master Plan which is not part of the annual maintenance plan.
- B. Benefit Presumed Intention. The District and the City acknowledge that all lands within the District and Detached Areas will benefit from projects identified and contained in the Master Plan which has been approved as set forth in Section 5. It is the intention of the City and the District to provide for the orderly construction of such improvements.
- C. Contribution to Project Funding. The City and the District agree that financial contributions will be required from both parties for each project according to the formula set forth in Exhibit "F".
- D. Project Process.
- (1) At the inception of any project contemplated by the Master Plan, the City will meet and confer with the District. The City will provide the District with:
 - (i) an outline of the project;
 - (ii) a preliminary estimate of project costs;
 - (iii) an estimated time for project completion.
 - (2) The City will consider all project issues raised by the District and attempt to reconcile those issues in the process of design and construction of the Project.
- E. Financing of Projects.
- (1) At the inception of any Project for which a contribution is required, the City and the District shall meet and confer to discuss the timing of project financing.
 - (2) Unless the parties agree in writing otherwise, the money due with respect to any Project shall be paid by the District after the Project has

been substantially completed and within ninety (90) days after the City sends the District a bill for the District's contribution to the project.

- (3) If the District requires time to accumulate funds in order to meet the contribution required, the District shall accumulate such funds in a contingency fund under 70 ILCS 605/4-25 which shall be held in a special account under 70 ILCS 605/4-27(i) for the use and benefit of the City to repay any part of the Project cost which is payable by the District as its contribution.

The City shall agree to a reasonable time, of not greater than five (5) years, for the District to accumulate funds necessary to funds its contribution obligation.

- (4) If it is legally necessary for the District to secure court approval of any project assessment or levy of any nature in order to fund the District's requirements under this Agreement, the District shall within twenty-eight (28) days after plans for the project have been completed and by official action direct its attorney to secure said court approval. Such approval shall be diligently pursued, if necessary, through appeal. If the City desires to intervene in said court approval process, the District acknowledges that such intervention is appropriate and agrees to support the intervention.
- (5) If the District is unable to secure funding approval for any individual Project, the City shall be under no obligation to construct the Project nor shall the District be required to pay for that part of the Project constructed.

Section 8. Financial Resources. The District acknowledges that it has current outstanding claims of money owed by it in excess of One Hundred Thousand Dollars (\$100,000.00) as of the date of the approval of this Agreement. The District shall take steps to pay the amount or otherwise settle and discharge its outstanding unpaid debt within two (2) years after the date this Agreement is approved.

Section 9. Agreement to Detach Coterminous Area.

- A. Within sixty (60) calendar days of a request by the City, the City and the District shall file with the Champaign County Circuit Court an agreed joint Petition to Detach the Coterminous Area as of the date of the request in substantially the form attached as Exhibit "G," for any coterminous area existing upon the date of any such request.
- B. The District agrees to join in said Petition to Detach and to seek an agreed Order regarding the City's proportionate share of the cost of future maintenance, repair and reconstruction of the Outlet as provided for in Section 11 of this Agreement.

- C. The parties agree to seek an Order requiring each party to pay its own respective costs, attorney and witness fees, and other expenses related to the Petition to Detach, and the approval of this Agreement by the Court in accordance with 70 ILCS 605/8-15, 8-17, 8-18, 8-20, 8-21 and 8-22.
- D. The agreement by the City and District to detach is intended to permit such detachments to occur as often as necessary to enable the City, at the City's discretion, to maintain and fund the drainage needs of the area proposed to be detached.

Section 10. Mutual Representations - Area. As of the date of this Agreement, the parties agree that the Coterminous Area is approximately two thousand two hundred twenty-six (2,226) acres and that the approximate area of the entire District is four thousand one hundred (4,100) acres.

Section 11. District and City Outlets into Channel - Annual Outlet Fee.

- A. The City and District agree that property under each parties' jurisdiction may outlet into the other party's jurisdiction at points other than those designated as outlets.
- B. The parties agree that neither the District nor the City shall owe the other any outlet fee to one another.
- C. The parties agree that, if applicable, the proportionate share of the reconstruction, maintenance and repair costs chargeable to the City as an Outlet Fee pursuant to Section 8-15 of the Illinois Drainage Code, 70 ILCS 605/8-15, for the Outlet of the Coterminous Area is zero (0) percent of the total cost. "Total Cost" is that amount spent by the District annually on a maintenance, repair or reconstruction of the Outlet.
- D. The District agrees that the City shall annually perform maintenance and repairs to the Outlet necessary to maintain the Outlets in at least as good a condition as exists at the time of this Agreement. The City shall notify the District at least seven (7) days in advance of any maintenance work on the outlet for which the fee is charged unless a shorter time is approved in writing by the City Engineer.
- E. The District shall not propose a project requiring the payment of an Outlet Fee or an annual fee or propose an increase in the annual fee to pay the costs to maintain the Outlet without the approval of the City.

Section 12. Transfer of Ownership. Upon approval of the Petition to Detach by the court pursuant to Section 9 of this agreement, pursuant to Section 8-20 of the Illinois Drainage Code, 70 ILCS 605/8-20, the District shall transfer ownership of all pipes, drains, levees, drainage structures and easements located in the Coterminous Area to the City, if any. The District agrees to provide to the City all documents relative to ownership of any property in the Coterminous Area and to quitclaim title to their interest in the property listed in Exhibit "B".

The District shall provide evidence of its interest in the property transferred, as more specifically listed in Exhibits "B-1" and "B-2", by providing the City, within thirty (30) days of approval of this Agreement by the District, either an attorney's opinion relative to such title or interest as is able to be discovered upon reasonable inquiry, or an abstract of title or title insurance from a reputable title insurance company operating in Champaign County acceptable to the City describing the interest transferred. The District shall execute any and all documents reasonably requested by the City as evidence of such transfer within a reasonable period of time after any request by the City. The City shall provide, at its costs, such transfer documents. The District shall pay any costs it incurs in reviewing, revising, obtaining advice, title evidence costs and title policies, and executing said documents. The parties agree that should court approval of such documents be necessary, the City may act on behalf of the District in any such court proceedings.

Section 13. Permits for Connection to District Drains and Facilities - Improvement Projects Within the District.

- A. After the approval of this Agreement by the court, the District shall not approve a permit to connect any storm drainage facility or drain to its system within any Coterminous Area, or any land within one and one-half (1-1/2) miles of the City's boundaries and within the City's extraterritorial planning or annexation boundary area (as such boundary area is delineated in a certain agreement between the City of Champaign and the Village of Savoy, dated May 26, 1992, and filed in the Champaign County Recorder's Office), without prior written notice to the City and the written approval of the City. Such approval shall be considered given when executed by the City Engineer.
- B. The District warrants that it has made a diligent search of its records and inquiry of persons authorized to issue permits on behalf of the District and that the Permits listed in Exhibit "I" are the only permits authorizing connections to its drains and facilities legally effective within the District as of the date of court approval of this Agreement.
- C. After approval of the Agreement by the court, the District shall not approve or undertake any drainage improvement projects or maintenance of the channel or within the District without the written approval of the City. Such consent shall be considered given when executed by the City Manager. If the City has for any reason ceased work for in excess of one year with respect to maintenance activity or three (3) years with respect to drainage projects, as set forth in the master plan, or substantially deviates from the master plan, the City Manager shall give the City consent to the District's work, except if the reason therefore is because of the District's failure to make the payments provided for in this agreement.

Section 14. EPA Requirements: Permits.

- A. The parties agree to use their best efforts to ensure that stormwater outlets to Phinney Branch channel or within the District meet or exceed the pollution

abatement requirements of all State and Federal agencies with jurisdiction over the same.

- B. Should any State or Federal agency require a permit to operate the stormwater facilities which are the subject of this Agreement, the parties agree to cooperate to obtain the same in the most efficient cost effective method based upon the long term needs of both the District and the City.
- C. Should improvements or changes in the operation of the Outlet or Channel which are the subject of this Agreement be required by any State or Federal agency having jurisdiction over the same, the parties shall pay their proportionate share of the costs to the same extent as drainage project improvement costs are shared.

Section 15. Dissolution of District.

- A. Prior to or upon dissolution of the District, the District shall pay to the City any sums it owes to the City pursuant to this Agreement.
- B. Prior to dissolution of the District, the District shall use its best efforts to transfer to the City, at the City's request, any or all District facilities, drains, tiles, structures easements or other property rights.

Section 16. Stormwater Quality.

- A. Response According to Protocol. The City shall respond to the presence of non-stormwater discharges in the Channel upon notification. Such response shall be in accordance with written protocols, which have been approved by the City's engineers and the City's Fire Chief. The District shall pay for such response if outside of the corporate limits of the City as a matter of annual maintenance.
- B. Regulations. The District shall enact regulations on or before July 15, 1996, in substantially the same form that are in force within the City, which prohibit non-stormwater discharges, into the channel or District sewers or appurtenances. The regulations shall impose penalties and charges upon each person identified as so discharging which are sufficient to reimburse any public or private entity for the cost of remedial effect including the cost of all labor and materials expended to clean the system and to properly dispose of the non-stormwater discharge.

Section 17. Quantity of Flow in the Channel.

- A. Diversion. Neither party shall divert or approve the diversion of water into the Channel or Basin from another drainage basin unless both parties approve the diversion.

- B. Structural Encroachments. Neither party shall authorize the erection of structures over or upon, encroachments or facilities or permit grading in the Channel or any District property any of which reduces the width or depth of the Channel at any given location or encroaches upon the drainage easements appurtenant to the Channel unless such reduction or encroachment is built pursuant to court approval, or mutually agreed upon by both parties. Any such structure or encroachment shall be required to obtain such Federal or State permits as required by law. The District will use due diligence to remove non-authorized encroachments or structures upon notice thereof.

Section 18. Other Payments. The parties agree that neither shall claim a right to payment from the other party except as provided for in this Agreement'

Section 19. Term and Termination of this Agreement.

- A. This Agreement shall commence upon approval by the court and shall thereafter continue until 2020. Thereafter, it shall automatically renew for five (5) year terms, unless either party shall give the other notice in writing of its intent not to renew at least two (2) years in advance of the end of the renewal term.
- B. This Agreement shall terminate upon dissolution of the District.

Section 20. Payment Terms. Subject to other terms and conditions of this Agreement, any money due under this Agreement shall be paid within ninety (90) days of the date the party owed the money sends an itemized invoice for the same after completion of all work for which payment is sought by the invoice, unless the parties agree otherwise. The parties' designees may agree in writing to offsetting payment terms different than those provided in this Agreement.

Section 21. Notices. Any notice required to be sent under this Agreement shall be sent the parties at their address as follows or such other address as the parties shall request in writing.

City:

City Manager
City Building
102 North Neil Street
Champaign, Illinois 61820

District:

Phinney Branch Mutual Drainage District
Commissioners as their names and
residences appear on the drainage
records.

Notice shall be sent by certified mail and first class mail.

Section 22. Assignment. The parties agree that their rights and duties under this Agreement shall not be assigned without the approval of the other party, which approval shall not be unreasonably withheld.

Section 23. Amendment: Severability. The parties agree that this is the entire Agreement of the parties relating to the subjects of this Agreement. Any amendment or supplement to this Agreement must be in writing. Any provision found unenforceable or void shall be severed from this Agreement and the remaining Agreement shall be enforced to the fullest extent intended by the parties.

Section 24. Approvals- Where the Agreement provides for the approval of the City, without naming an officer or employee to give such approval, the City Manager's written approval shall be sufficient to evidence such approval on behalf of the City.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY:

DISTRICT:

PHINNEY BRANCH MUTUAL DRAINAGE DISTRICT

By: _____
City Manager

By: _____
Its: _____

ATTEST: _____
City Clerk

ATTEST: _____
Its: _____

APPROVED AS TO FORM FOR CITY:

APPROVED AS TO FORM FOR DISTRICT:

City Attorney

Attorney for District

g:\wp52\fcsl\drain-k3-pbd

EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A-1	Inventory - City Storm Drains
A-2	Map - City Storm Drains
B-1	Inventory - District Storm Drains
B-2	Map - District Storm Drains
C-1	Encroachments - Known, Authorized and Unauthorized Encroachments
C-2	
D	Outstanding Assessments
E	Prior Agreements
F	Contribution Formula
G	Petition to Detach (form)
H	Reserved
I	Permits

EXHIBITS "A-1" AND "A-2"
City Storm Drains

EXHIBITS "B-1" AND "B-2"
District Storm Drains

Exhibits "A-1", "A-2", "B-1" and "B-2" consist of nine (9) pages of maps. The originals are too large to economically duplicate but are available in the City Engineer's offices.

EXHIBITS "C-1" AND "C-2"
Encroachments - Known, Authorized and Unauthorized

NONE

EXHIBIT "D"
Outstanding Assessments

Uncollected Annual Maintenance Assessments which were levied on November 21, 1994, pursuant to this Court's Order for the Annual Maintenance Assessment, as ordered by this Court in November, 1994.

BOOK/PAGE DOCUMENT NO.	GRANTOR	GRANTEE	INSTR.	DATE OF INST.	DATE OF FILING	REMARKS
765/101 #715892	MELISSA M. NOEL DORRELL S. NOEL	PHINNEY BRANCH MUTUAL DRAINAGE DISTRICT	EASE- MENT	10/16/1959	07/27/1964	
827/271 #749294	SCOTT E. WELLER CATHERINE M. WELLER	PHINNEY BRANCH MUTUAL DRAINAGE DISTRICT	QCD	10/11/1961	07/11/1966	
	VERNE F. VANBUSKIRK BERNICE M. VANBUSKIRK			/ /	/ /	
	JOHN D. GOODELL DELORES D. GOODELL			/ /	/ /	
858/337 #766842	MELISSA M. NOEL DORRELL S. NOEL	PHINNEY BRANCH MUTUAL DRAINAGE DISTRICT	RIGHT OFWAY	10/10/1966	09/19/1967	
860/655 #768215	PHINNEY BRANCH MUTUAL DRAINAGE DISTRICT	URBANA & CHAMPAIGN SANIT- ARY DISTRICT, CHAMP. CO.	EASE- MENT	09/17/1967	10/19/1967	
862/32 #768932	URBANA & CHAMPAIGN SANIT- ARY DISTRICT, CHAMP. CO.	PHINNEY BRANCH MUTUAL DRAINAGE DISTRICT	RIGHT OFWAY	09/18/1967	11/09/1967	
1075/462 76R4321	PHINNEY BRANCH MUTUAL DRAINAGE DISTRICT	ILLINOIS POWER COMPANY	CROSS ING	02/11/1976	03/16/1976	
1134/117 /7R22392	PHINNEY BRANCH MUTUAL DRAINAGE DISTRICT	ILLINOIS POWER COMPANY	CROSS ONG	08/30/1977	10/05/1977	
1210/623 79R19841	PHINNEY BRANCH MUTUAL DRAINAGE DISTRICT	CHAMPAIGN PARK DISTRICT	QCD	10/02/1979	10/05/1979	
1394/692 85R3423	COMMISSIONERS OF PHINNEY BRANCH MUTUAL DRAINAGE	NORTHERN ILLINOIS WATER CORPORATION	PERM- IT	01/31/1985	03/04/1985	
				/ /	/ /	

REMARKS _____

EXHIBIT "F"

Contribution Method

Acreage Weighted for Land use Financing Approach

The attached document labeled Acreage Weighted Use Financing Approach contains an explanation of the calculation used to determine the contribution of each of the parties to this agreement. The shares computed in this way shall be used until January 1, 1999. Projects initiated prior to that date shall use the percentage calculated in the attachment. Projects initiated on or after January 1, 1999, shall use the same method to determine relative contributions of the parties. However a new survey of property shall be conducted at that time and at the end of each five year period after that date to determine the new contribution levels required by the agreement.

Sources:

Transfer of PBDD Boundaries to Sectional Maps: Champaign County Clerk's PBDD tax record Master Listing.

Land Use Classifications: Champaign Planning Department's 1989 Generalized Existing Land Use Map (updated in February of 1994 by Finance Department Intern).

Acreage Calculations: Planimeter and automated sectional maps.

Run-off Coefficients: City of Cincinnati Stormwater Management Utility and Hydraulics, 3rd Edition by Andrew L. Simon.

Calculation Explanation:

The PBDD boundaries were transferred from the Phinney Branch Drainage District Map to the sectional maps by using the County Clerk's PBDD tax records. The Generalized Existing Land Use Map (GELUM), prepared by the City of Champaign Planning Department in October, 1990 was extrapolated to the sectional maps via 1993 Aerial maps. Aerial photographs were referenced and compared to the GELUM to determine the land use of each parcel. Color coded land uses were then transferred on to the sectional maps so that each of the sectional map's parcels was colored in accordance with the parcel's land use. The land uses were updated via "drive by" identification by the finance intern who authored this report. A planimeter was then used to determine the total acreage of each land use in each section except for the "Roadway" classification. The parkway was counted as part of the abutting parcels land use acreage and not as part of the roadway acreage. The roadway acreage was calculated by summing all of the other land use classification's acreage in a given section and then subtracting that figure from the total acreage of that section. The remainder represented the total roadway surface in that section. The calculation was done for the area within City limits and also for the unincorporated areas of the PBDD. The individual sectional land use totals were then summed throughout the district to determine the total acreage for each land use classification in the PBDD that lies within the City and that lies within the unincorporated areas of the PBDD. These totals are shown in the rows of TABLES 1.1 and 1.2 titled "Acreage".

Next each of the land use classifications for the City and again for the unincorporated areas of the PBDD were multiplied by a run-off coefficient to characterize the magnitude of impact on/contribution to the problems faced by the PBDD that each parcel generated. The results of these calculations are shown in the rows of TABLE 1.1 and 1.2 titled "AxRC". The resulting numbers for each of the land uses were summed for both the City and then again for the unincorporated areas of the PBDD. The two results were then compared to determine the financial share that each of the parties would bare. TABLE 1.3 indicates how financial liability for PBDD improvements would be split under the "Acreage Weighted for Land Use Finance Approach".

TABLE 1.1 City Of Champaign Acreage Weighted for Land Use Summary

	PARK	AGRI	MFH	SFH	INSTI	OFF	COM	IND	ROAD	Totals
Acreage	297.96	0.00	125.26	1198.63	129.26	11.30	70.00	25.53	151.00	2008.88
Run-off Coeff.	0.05	0.08	0.57	0.33	0.40	0.60	0.85	0.90	1.00	
AxRC	14.90	0.00	71.40	395.55	51.68	6.78	59.50	22.98	151.00	773.78
% of Tot. Impact	01%	00%	07%	37%	05%	01%	06%	02%	14%	72.19%

TABLE 1.2 Unincorporated Areas of the PBDD Acreage Weighted for Land Use Summary

	PARK	AGRI	MFH	SFH	INSTI	OFF	COM	IND	ROAD	Totals
Acreage	183.48	1666.81	44.59	234.93	14.32	0.00	0.00	0.00	46.84	2190.97
Run-off Coef.	0.05	0.08	0.57	0.33	0.40	0.60	0.85	0.90	1.00	
AxRC	9.17	133.34	25.42	77.53	5.73	0.00	0.00	0.00	46.84	298.03
% of Impact	01%	12%	02%	07%	01%	00%	00%	00%	04%	27.81%

TABLE 1.3 Financial Shares for Acreage Weighted for Land Use Method

	AxRC	Shares
City of Champaign	773.78	72.19%
Unincorporated PBDD	298.03	27.81%
totals	1071.81	100.00%

PETITION FOR DETACHMENT

The City of Champaign ("City"), a Municipal Corporation, and the Phinney Branch Mutual Drainage District ("Drainage District"), a Municipal Corporation, petitions the Court pursuant to 70 ILCS 605/3-15 to detach certain lands from the Drainage District. In support of this petition, the City and Drainage District state as follows:

1. That the City Council, as the corporate authorities of the City, and the Drainage District Commissioners, authorized and directed this petition to be filed. Such authorization is set forth in Attachment 1 to this petition, being Council Bill 95 - _____, which was passed by the City Council on _____ and _____ of the Drainage District and attached to this Petition as Attachment 2.

2. That the City has constructed or caused to be constructed and repaired storm drains and otherwise exercises storm drainage powers within the City as a whole and that portion of the City which is currently within the boundaries of the Drainage District.

3. That the City and the Drainage District have joined in this detachment petition in accordance to a certain agreement entitled "Intergovernmental Agreement Regarding Detachment of Certain Lands and Providing for Future Cooperation in Stormwater Management" (hereinafter "the Agreement"). The Agreement is attached to this Petition as Attachment 3.

4. That the Agreement provides for a division of storm drainage costs between the City and Drainage District, including outlet, levy, maintenance and capital costs.

5. That the description of the properties sought to be detached is set forth in Attachment 4 to this petition.

EXHIBIT G

6. That depicted on Attachment 5, being a set of maps, indicates the storm drains which the City has constructed or caused to be constructed and is maintaining by virtue of its storm drainage powers and also shows the territory sought to be detached.

7. That the storm drainage powers being exercised by the City in the territory proposed to be detached by this petition are of the same nature as those drainage powers being exercised by the Drainage District.

8. That the lands described in Attachment 4 and depicted in Attachment 5 are all the lands which be both within the Drainage District and the City.

In conclusion, the City and Drainage District request that:

A. All territory within the Drainage District that is also within the City be detached from the Drainage District.

B. That the Court fix a date and hour for a hearing on this petition which is not less than 20 nor more than 60 days from the date of the filing of this petition.

C. That the Clerk of the Court be directed to give notice of the hearing in the form attached hereto as Attachment 6 and labeled "Notice of Hearing on Petition to Detach Lands From the Mutual Drainage District", pursuant to 70 ILCS 605/8-17.

This petition is respectfully submitted by:

CITY OF CHAMPAIGN, ILLINOIS
a Municipal Corporation

PHINNEY BRANCH MUTUAL
DRAINAGE DISTRICT,
a Municipal Corporation

BY: _____
City Attorney

BY: _____
Its Attorney

**NOTICE OF HEARING ON PETITION TO DETACH LANDS
FROM THE PHINNEY BRANCH MUTUAL DRAINAGE DISTRICT**

TO: All Persons Interested

A petition to detach certain lands in the Phinney Branch Mutual Drainage District ("District") has been filed jointly by the City of Champaign and the Commissioners of the District in the Circuit Court of Champaign County on _____, 19_____.

The petition requests that all territory within the corporate limits of the City of Champaign be detached from the Drainage District.

The hearing on the petition will take place:

- (a) in Courtroom _____, Champaign County Courthouse, Urbana, Illinois;
- (b) _____ (date) at _____ o'clock a.m./p.m.

Linda S. Frank, Circuit Clerk

=====
Instructions to Circuit Clerk (70 ILCS 605/8-17):

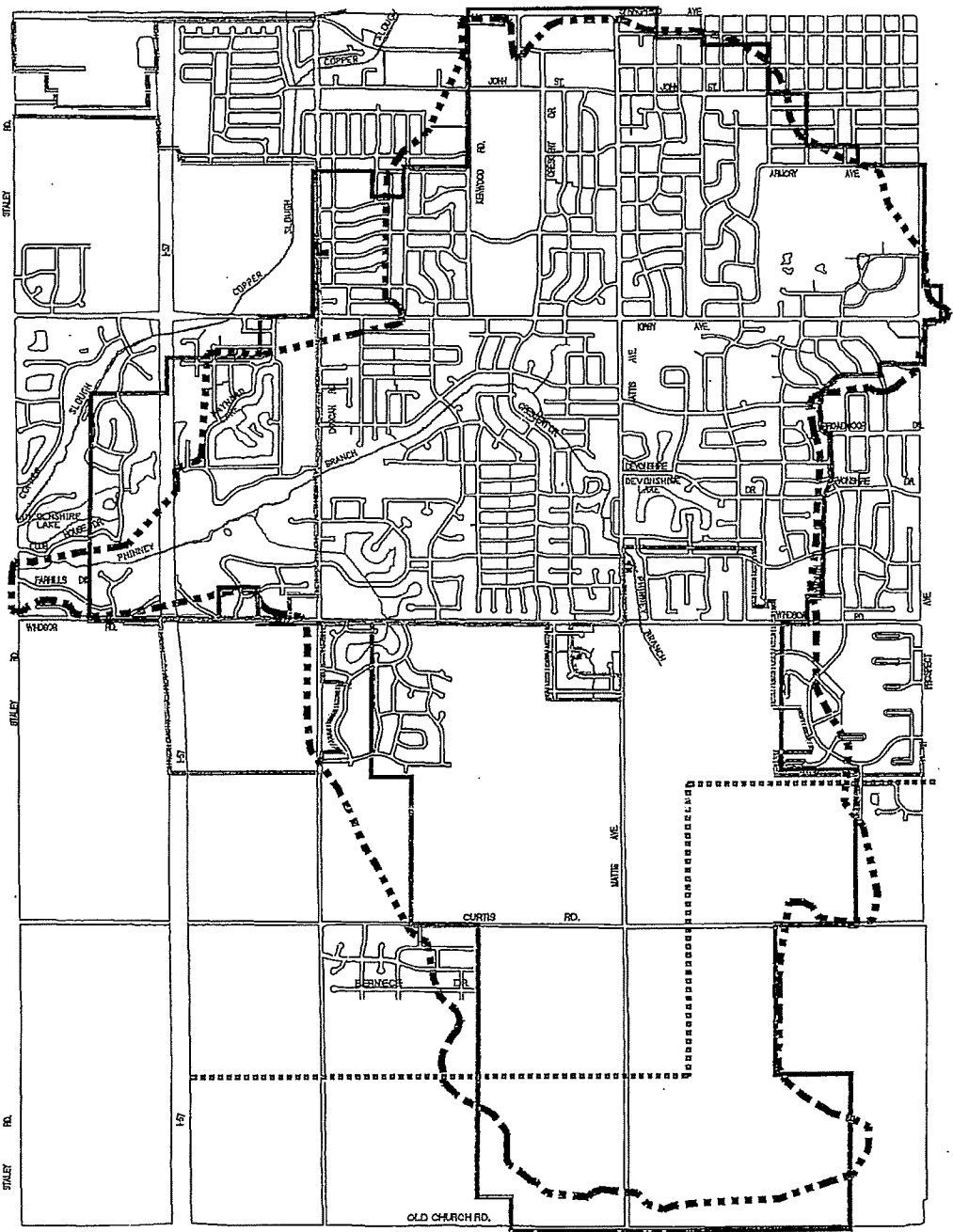
- (1) Publish 1 time per week, 2 successive weeks at least 2 weeks prior to date of hearing.
- (2) Send copy of Notice of Publication to:

City Attorney	and	Jeffery B. Wampler
City of Champaign		Erwin, Martinkus, Cole
102 North Neil Street		& Ansel, Ltd.
Champaign, IL 61820		501 W. University Avenue
		P.O. Box 1098
		Champaign, IL 61824-1098
- (3) Send a copy of this Notice of Hearing to each Drainage District Commissioner and the City Clerk, City of Champaign.

EXHIBIT "H"
Reserved

EXHIBIT "I"
Permits

None



LEGEND

ANNEXATION
BOUNDARY
LINE



DRAINAGE
BASIN
BOUNDARY



CITY
CORPORATE
LIMITS



DISTRICT
CORPORATE
LIMITS



1000' 500' 0' 1000'



DRAWN BY: DPC

DATE: 8-9-93

TITLE:

PHINNEY BRANCH DRAINAGE BASIN

FILE: PBDB.DWG

SCALE: SHOWN

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

July 25, 2018

PUBLIC HEARING

The Champaign Park District Board of Commissioners held a Public Hearing on Wednesday, July 25, 2018 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Hays presided over the hearing.

Present: President Craig W. Hays, Vice President P. Timothy P. McMahon, Commissioners Barbara J. Kuhl, Jane L. Solon, Kevin J. Miller, and Treasurer Donna Lawson.

Absent: Attorney Guy Hall.

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Jameel Jones, Director of Recreation, Tammy Hoggatt, Director of Human Resources, IT and Risk, and Andrew Weiss, Director of Planning.

Tim Mitchell, reporter with *The News-Gazette*, Deb Feinen, Mayor of Champaign, and Champaign Unit 4 School District staff and project consultants were in attendance.

Open the Public Hearing

President Hays opened the Public Hearing at 5:30 p.m.

Ordinance No. 630, Budget and Appropriation Ordinance

He stated that the purpose of the public hearing was to discuss and receive comments on the Budget and Appropriation Ordinance for FY18-19. A notice of the public hearing was published in *The News-Gazette* on July 18, 2018 in compliance with state law.

Public Comments

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

Close the Public Hearing

Vice President McMahon made a motion to adjourn the Public Hearing. The motion was seconded by Commissioner Kuhl. The motion passed 5-0 and the Public Hearing was adjourned at 5:32 p.m.

SPECIAL BOARD MEETING

The Champaign Park District Board of Commissioners held a Special Board Meeting on Wednesday, July 25, 2018 immediately following the Public Hearing at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President Hays presided over the meeting.

Present: President Craig W. Hays, President, Vice President Timothy P. McMahon, Commissioners Barbara J. Kuhl, Jane L. Solon, Kevin J. Miller, and Treasurer Donna Lawson.

Absent: Attorney Guy Hall.

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Jameel Jones, Director of Recreation, Tammy Hoggatt, Director of Human Resources, IT and Risk, and Andrew Weiss, Director of Planning.

Tim Mitchell, reporter with *The News-Gazette*, Deb Feinen, Mayor of Champaign, and Champaign Unit 4 School District staff and project consultants were in attendance.

Call to Order

President Hays called the meeting to order at 5:33 p.m.

Presentations

Introduction of the 2018-2028 Comprehensive Plan

Mr. Weiss reported that the park planners were working on a 10-year comprehensive plan. He discussed the components of the comprehensive plan. Mr. Weiss distributed a questionnaire to the Board to complete. He asked the Board to return the questionnaire to Mr. DeLuce by August 8, 2018. Mr. Weiss stated that a draft of the comprehensive plan will be distributed to the Board at the September 12, 2018 regular meeting. He also stated that the goal is to have the comprehensive plan adopted in October 2018.

Comments from the Public

Mayor Feinen addressed the Board about the Unit #4 School District request regarding an area of space in Centennial Park for stormwater detention. She stated that her purpose was to remind everyone that the parties have similar interests. She noted that the respective boards do have distinct obligations and budgets, but citizens may not understand or appreciate the nature of those distinctions. She encouraged the parties about resolving the issues.

New Business

Approval of Ordinance No. 630: Budget and Appropriation Ordinance

President Hays reported that staff recommended adopting Ordinance No. 630, an Ordinance Approving the Combined Annual Budget and Appropriation of Funds for the Champaign Park District, Champaign County, Illinois, for the fiscal year beginning on the first (1st) day of May 2018, and ending on the thirtieth day (30th) of April 2019 in the amount of \$29,221,733, and authorize staff to file it with the Champaign County Clerk's office.

Commissioner Solon made a motion to adopt Ordinance No. 630, Budget and Appropriation Ordinance for fiscal year beginning May 1, 2018 and ending April 30, 2019 and authorize staff to file it with the Champaign County Clerk's office. The motion was seconded by Vice President McMahon. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes; Vice President McMahon – yes; President Hays – yes; and Commissioner Kuhl – yes. The motion passed 5-0. A copy of Ordinance No. 630 is attached to the minutes.

Approval of the FY19 Annual Budget

President Hays reported that staff recommend approval of the FY18 Annual Budget for fiscal year beginning May 1, 2018 and ending April 30, 2019.

Commissioner Kuhl made a motion to approve the FY19 Annual Budget. The motion was seconded by Commissioner Solon. The motion passed 5-0.

Approval of Bid for Purchase and Installation of Playground at West Side Park

Mr. Weiss presented the report. He reported that this is a rebid for the purchase and installation of the playground at West Side Park. Mr. Weiss stated that staff recommends awarding the bid to Mid Illinois Concrete at the bid price of \$203,320.00. Discussion ensued.

Commissioner Miller moved to accept Alternate Bid 1 from Mid Illinois Concrete for a total contract of \$203,320.00 and authorizing the Executive Director to enter into the contract. The motion was seconded by Commissioner Solon. The motion passed 5-0.

Old Business

None.

Discussion Items

Applying for an OSLAD Grant for Outdoor Recreation

Mr. DeLuce reported that Illinois Association of Park Districts (IAPD) has informed staff that August 1st through October 1st IDNR will open up the OSLAD grant applications for outdoor amenities. He stated

that there is \$29 million available. Mr. DeLuce reported that staff believes that the Park District should apply for a grant for Human Kinetics Park. Mr. DeLuce stated that staff is seeking Board direction. Discussion ensued about the criteria used for selecting projects. Mr. Weiss discussed the criteria used by IDNR for applying points to award grants. Commissioner Solon favors applying for a grant for Human Kinetics Park.

President Hays inquired about the timeline for completion of the project. Mr. Weiss responded three years after grant agreement is signed. Discussion ensued regarding replacing playgrounds, submitting two grant applications and other matters. Commissioner Miller favors focusing on Human Kinetics Park or Spalding Park.

President Hays asked if there was any objections if the Park District submitted applications for Human Kinetics Park and Spalding Park. There were no objections.

Commissioner Kuhl suggested giving staff the direction to move those two projects forward and then they can come back at the next meeting with the proposed project.

Proposed Change to Virginia Theatre Alcohol Concession Agreement

Mr. Weiss reported on the history of the alcohol liquor concession at the Virginia Theatre. He reported that there have been requests to serve mixed drinks and other alcoholic beverages. Discussion ensued about the caterer adding additional staff, risk factors, and purchase limits.

President Hays asked if there were any objections to amending the current contract. Commissioner Solon asked if the contract is amended and the Board later reconsiders whether it is possible to resume offering only beer and wine. Staff responded yes. There were no objections to staff moving forward with amending the contract.

Easement Agreement for Stormwater Detention in Centennial Park

Mr. DeLuce reported that staff is seeking direction from the Board. He stated the Park District has had several presentations from Unit 4 about a detention basin easement and asked numerous questions and received responses to those questions. He stated that a large map showing the details of the area was included in the Board packet. Mr. DeLuce asked if there were additional questions or do we want to move forward with the easement agreement. Discussion ensued about the current offer to the Park District. Mr. DeLuce stated Unit 4's offer is \$7,000 and dirt to assist with the operations project. There was discussion regarding testing of the soils.

Further discussion ensued. Commissioner Kuhl wondered if there should not be discussion regarding selling the area in question to Unit 4. She stated that his land will not be able to be used for anything else. Commissioner Kuhl addressed concerns about the proposed depth of it. She stated that as approved, the sole purpose is to solve Unit 4's problem with water detention. If a detention area is permitted, the area would no longer have value to the Park District. It was noted that the Park District does not own detention ponds as a rule.

Commissioner Miller asked whether the staff inquired about a land transfer. Mr. DeLuce responded that staff did follow up and Unit 4 was not interested. President Hays inquired about the depth of the pond. He discussed Board concerns, including the pond being on the north part of a parking lot, the depth, and related concerns. He noted that the Park Board does not want to stop progress nor does it want the field to flood. Further discussion continued.

Commissioner Kuhl stated that she favors selling the land to Unit 4 as it would be of no use to the Park District with a detention area.

Commissioner Miller stated that he would favor resolving the issues and not encroaching on Park District land, or selling the property to Unit 4.

President Hays stated that Unit 4 will be contacted to explain the Board's concerns and address potential solutions.

Comments from Commissioners

None.

Adjourn

There being no further business to come before the Board, Vice President McMahon made a motion to adjourn the meeting. The motion was seconded by Commissioner Miller. The motion passed 5-0 and the meeting was adjourned at 6:24 p.m.

Approved

Craig W. Hays, President

Cindy Harvey, Secretary

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

August 8, 2018

The Champaign Park District Board of Commissioners held a Regular Board on Wednesday, August 8, 2018 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President Hays presided over the meeting.

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

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Dan Olson, Director of Operations, Jameel Jones, Director of Recreation and Andrew Weiss, Director of Planning.

Tim Mitchell, reporter with *The News-Gazette* was in attendance.

Call to Order

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

Comments from the Public

There were no comments from the public.

Communications

President Hays circulated the communications.

Treasurer's Report

Treasurer Lawson reviewed the Treasurer's Report for the month of July 2018 and reported it to be in appropriate order.

Commissioner Solon made a motion to accept the Treasurer's Report for the month of July 2018. The motion was seconded by Vice President McMahon. The motion passed 5-0.

Executive Director's Report

Volunteer of the Month

None.

Project Updates

Mr. DeLuce distributed a list of project updates to the Board. He asked the Commissioners to review the document and let him know if they had any questions regarding the projects.

General Announcements

Mr. DeLuce provided an update on fundraising efforts for Martens Center. He reported that \$1 million dollars in donations and grants have been received over what the Martens have donated. Mr. DeLuce reported that Champaign-Urbana Days is August 11, 2018 at 11 a.m. in Douglass Park; Taste of Champaign-Urbana on August 17, 2018 at 5 p.m. in West Side Park and August 18, 2018 at 11 a.m. in West Side Park. He reminded the Board to turn in their SWOT surveys to Mr. Weiss and facilities surveys to Mr. Olson. Mr. DeLuce distributed the concrete replacement schedule which was inadvertently omitted from the Budget book.

Committee and Liaison Reports

Champaign Parks Foundation

Commissioner Miller reported that the Foundation Board will meet on August 13, 2018.

Report of Officers

Attorney's Report

None.

President's Report

President Hays stated that Martens Center fundraising is increasing.

Consent Agenda

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

1. Approval of Minutes of the Regular Board Meeting, July 11, 2018
2. Approval of Minutes of Executive Session, July 11, 2011

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

New Business

Approval of Disbursements as of July 11, 2018

Staff recommends approval of the list of disbursements for the period beginning July 11, 2018 and ending August 7, 2018. Discussion ensued about the difference in the water bill between Douglass Park and Hessel Park.

Vice President McMahon made a motion to approve the list of disbursements for the period beginning July 11, 2018 and ending August 7, 2018. The motion was seconded by Commissioner Kuhl. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes, Vice President McMahon – yes; President Hays – yes; and Commissioner Kuhl – yes.

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

Mr. Jones presented the report. He indicated that the Park District has been working with Leaders for Life since 2012. Mr. Jones stated that enrollment is consistent and continues to meet minimum enrollment. He reported that the participants enjoy the program. Discussion ensued.

Commissioner Kuhl made a motion to approve the agreement between the Park District and Newberry's Leaders for Life Martial Arts to teach martial arts to participants registered through the Champaign-Urbana Special Recreation program commencing September 1, 2018 and ending August 31, 2020. The motion was seconded by Commissioner Solon. The motion passed 5-0.

Approval of Bid to Purchase Henry Michael Park Playground Equipment

Mr. Weiss presented the report. He stated that staff recommends accepting the bid from Play Illinois, LLC. The playground will be installed by staff in-house. Discussion ensued. Commissioner Kuhl stated staff manpower cost should be factored out of the remaining \$20,364.00. Mr. DeLuce stated staff will let the Board know what that staff manpower cost is.

Discussion ensued. Commissioner Solon questioned how the equipment being installed in West Side Park compared to the equipment being installed in Henry Michael Park. Mr. Weiss discussed the difference in the budget for the playgrounds. He also reported that a basketball court will be installed and the park development should be completed by October.

Commissioner Solon made a motion to accept the bid from Play Illinois, LLC for a total of \$37,378.00 and authorize the Executive Director to enter into the contract. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of the Purchase of three (3) Vehicles through the Illinois State Joint Purchasing Program

Mr. Olson presented the report. He indicated that trucks scheduled for replacement are used daily. The vehicles that are being replaced will be sold at auction. He reported that a repair/replacement cost list is provided. However, regular routine maintenance cost is not included in the list.

Commissioner Miller made a motion to waive the Park District's formal bidding process and approve the purchase through the Illinois Joint Purchasing Program of three (3) Ford F-150 trucks for the Operations Department from Morrow Brothers Ford in the amount of \$73,045.00. The motion was seconded by Vice President McMahon. The motion passed 5-0.

Approval of Ordinance No. 633: Declaring Personal Property as Surplus

Commissioner Solon made a motion to approve Ordinance No. 633, 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 three (3) 2006 F-150 trucks and one (1) 2008 International CF500 with Wayne trash compactor body. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Old Business

None.

Discussion Items

Vegetation Ordinance

Mr. Olson presented the report. The Park District has a significant asset in its vegetation. Discussion ensued. Commissioner Solon expressed concerns about various terms in the ordinance, including approvals to plant, cut, trim, prune, remove, spray or treat vegetation, as well as whether tree removal requires a certified arborist. Commissioner Kuhl discussed the need to have two arborists on staff. Mr. DeLuce encouraged the Board to send additional questions to Mr. Olson.

Comments from Commissioners

Commissioner Solon commented favorably about the Park District's decorative peacock. She stated that is really nice and that several people have noticed it. Commissioner Solon stated that she is pleased that local bands are booked for the Taste of Champaign-Urbana.

Vice President McMahon commented on an article in The News-Gazette regarding Glenn Park.

Commissioner Kuhl reported that she attended Annie at the Virginia Theatre and the theatre was hot. She indicated that is looking forward to an improved sound system there.

President Hays reported that his wife enjoys the walk river at Sholem Aquatic Center.

Executive Session

Commissioner Solon moved as set forth below to convene into Executive Session. The motion was seconded by Commissioner Miller. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes; Vice President McMahon – yes; President Hays – yes; and Commissioner Kuhl – yes. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c) (5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired; (6) the setting of a price for sale or lease of property owned by the public body; and (11) to address litigation.

RETURN TO REGULAR MEETING

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

Adjourn

There being no further business to come before the Board, Commissioner Kuhl made a motion to adjourn the meeting. The motion was seconded by Commissioner Miller. The motion passed 5-0 and the meeting was adjourned at 8:09 p.m.

Approved

Craig W. Hays, President

Cindy Harvey, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 12, 2018

SUBJECT: Champaign Parks Foundation Board Member Appointment

Background

As of the August 2018 meeting, the Champaign Parks Foundation Board of Directors had three vacancies. During this meeting the Foundation Board approved recommending the Park Board appoint Dijon Davis to fill the vacant 3-year term, expiring May, 2019.

Ms. Davis is a resident of Champaign and is currently the Director of Digital Media with the Illini Radio Group. She has two young children who are actively involved in Park District programs and both her and her husband enjoy the parks, programs and events offered by the Park District.

Ms. Davis currently serves on the event committee for Feeding Our Kids and was the committee chair for the March of Dimes Signature Chef Event. She has an MBA and is very interested in fundraising, special events and community service.

Recommended Action

Staff recommends that the Board appoint Dijon Davis to the Board of Directors of the Champaign Parks Foundation to fill a vacant, three year term, expiring in May 2019.

Prepared by:

Laura Auteberry
Development Director

Education/Training/Certificates

MBA - 2006 _____

Digital Sales Certification _____

Optional – Have you received any awards or honors that you'd like to mention?

Purple Cow winner – 2x (internal award for going above and beyond)

How do you feel the Champaign Parks Foundation would benefit from your involvement on the Board?

Being a mom of 2 young boys I know the importance have having incredible facilities and opportunities the Park District provides. I have spent the last 17 years in marketing and promotions helping business' share their key messages, running events while growing my book of business. I have been fortunate to develop a strong and deep relationship with other media and clients in the community that could assist in fundraising efforts.

Skills, experience and interests (Please circle all that apply)

Fundraising

Special events

Outreach, advocacy

Nonprofits

Community service

Policy development

Grant writing

Finance, accounting

Program evaluation

Public relations, communications

Education, instruction

Other **Analytics and website knowledge**

Other _____

Other _____

Please list any groups, organizations or businesses that you could serve as a liaison to on behalf of the Champaign Parks Foundation.

Please tell us anything else you'd like to share.

Thank you for the opportunity to serve you and our community. _____

Thank you very much for your interest!

**RESOLUTION
APPOINTING DIRECTOR TO
CHAMPAIGN PARKS FOUNDATION**

WHEREAS, the Champaign Park District Board of Commissioners formed the Champaign Parks Foundation, a not for profit corporation, which is duly authorized to transact business in the State of Illinois;

WHEREAS, the Champaign Parks Foundation was formed for the purpose of creating and carrying out capital campaigns and accepting and managing donations and gifts for the benefit of the Champaign Park District, including without limitation, land, cash and marketable securities;

WHEREAS, the Champaign Park District's appointed Commissioner liaison and Executive Director serve on the Board of Directors as voting members in addition to the other appointed Board members;

WHEREAS, the Champaign Park District's Board of Commissioners is to appoint Champaign Parks Foundation Board members to serve terms as set forth in the bylaws; and

WHEREAS, the Board of Commissioners has contacted community members who have shown an interest in the success of the Champaign Park District, its facilities and services, as well as serving on Champaign Parks Foundation Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the Champaign Park District Board of Commissioners hereby appoints Dijon Davis as a Director of the Champaign Parks Foundation to fill the unexpired term vacated by Peter Bannon, which term shall end May 2019.

APPROVED by the Board of Commissioners of the Champaign Park District this 12th day of September 2018.

Craig W. Hays, President

Cindy Harvey, Secretary



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 4, 2018

SUBJECT: Approval of a Resolution Initiating the 2018 General Obligation Bond Issue

Background

Each year the Champaign Park District issues General Obligation (GO) Bonds in order to fund necessary improvements and repairs to Park District property and has been pledged towards the future debt service payments outstanding on the alternate revenue bonds (ARB) issued to build Sholem Aquatic Center. For fiscal year ended (FYE) 2019, this translates to approximately \$529,125 of the bond issue applied to the ARB debt service payment, and the remaining \$617,975 to capital improvements. Last year the Board authorized the issuance of \$1,123,500 of non-referendum General Obligation Bonds. As the consumer price index (CPI) increased 2.1% during this past year, the District has the authority to add that percent to the \$1,123,500 thereby increasing the new bond issue to \$1,147,100. The current debt service extension base of the District for calendar year 2018 is estimated at \$1,172,252.88; which is the maximum amount including interest that the District could levy. The interest rate for the current bond issue that matures November 30, 2018 is 1.37%, or \$15,392 estimated total expense.

Timeline for bond issuance

- September – resolution of intent to issue the annual GO bond is presented for approval and the date for the public hearing is set
- October – request approval to solicit bids for the bond issue
- November – request approval to accept bid for bond issue, approve bond ordinance, and approve payoff amount for the prior year bond issue due November 30

Prior Board Action

None.

Budget Impact

The FYE2019 budget includes the GO Bond issue at the full value mentioned above, as well as all applicable attorney and filing fees.

Recommended Action

Staff recommends that the Champaign Park District Board approve a resolution stating the Park District's need and intent to issue \$1,147,100 of General Obligation Bonds for FYE2019.

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.

RESOLUTION

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

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

WHEREAS, it is now reasonably expected that the aggregate outstanding unpaid balance of bonds and notes of the Park District, including the bond issue which the Park District proposes to issue and sell on or about December 1, 2018, will not, on that date, exceed .575% of the total assessed valuation of all taxable property in the Park District, and in any event such amount will not be exceeded; and

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

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

WHEREAS, Champaign Park District does not have sufficient funds available for such purposes and, therefore, it will be necessary to borrow and to issue and sell general obligation limited bonds of said Park District as evidence of such indebtedness in the sum of up to \$1,147,100.00, all as provided for by The Park District Code and the statutes of the State of Illinois thereunto enabling;

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

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

Section 2. The Park District has obligated itself to pay the costs of such improvements and repairs and the payment of debt service on outstanding alternate bonds in excess of \$1,147,100.00 and that, in order to be able to pay those costs, it is necessary, and for the best interests of Champaign Park District, that the Park District borrow the sum of \$1,147,100.00 and that general obligation bonds of the Park District in the aggregate amount of \$1,147,100.00 be issued in evidence thereof, and sold.

Section 3. The ordinance selling such general obligation bonds shall not be enacted for a period of seven days after the adjournment of the public hearing to receive public comments on the proposal to sell such bonds. After expiration of said seven day period, the Park District may act on the ordinance selling such bonds for sale on terms to be hereafter approved by this Board general obligation limited bonds of Champaign Park District in the aggregate amount of up to \$1,147,100.00, said bonds to be dated as provided in such ordinance, maturing on or about November 30, 2019 and the Treasurer of the Park District is hereby authorized and directed to seek out and negotiate with prospective purchasers of said bonds and to report to this Board for its consideration and approval or disapproval the interest rates and other terms bid by said prospective purchasers.

Adopted this 12th day of September, 2018.

Approved:

Craig W. Hays, President

Attest:

Cindy Harvey, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 4, 2018

SUBJECT: Approval of a Resolution Setting a Public Hearing on Proposed 2018 General Obligation Bond Issue

Background

According to State Statute, if the Champaign Park District is to sell General Obligation Bonds, a Public Hearing must occur for the purpose of receiving public comments on the Board proposal to sell bonds. Staff is requesting Board approval of a Resolution to set a public hearing for Wednesday, October 10, 2018, at 7:00 p.m. at the Bresnan Meeting Center to discuss the issuance of \$1,147,100 of bonds for the purpose of providing funds for capital improvements and to pay debt service on alternate bonds.

Prior Board Action

None.

Budget Impact

The FYE2019 budget includes the GO Bond issue at the full value mentioned above, as well as all applicable attorney and filing fees.

Recommended Action

Staff recommends that the Champaign Park District Board approve a resolution to set a Public Hearing for Wednesday, October 10, 2018 at 7:00 p.m. at the Bresnan Meeting Center to discuss the issuance of \$1,147,100 of General Obligation Bonds.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director

RESOLUTION

WHEREAS, it is the intention of Champaign Park District to sell bonds in the total amount of \$1,147,100.00 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 certain debt service on alternate bonds issued for such purpose, and for the payment of expenses incident thereto.

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of Champaign Park District that said Park District shall hold a public hearing concerning its intent to issue and sell general obligations bonds of said Park District in the amount of \$1,147,100.00 for said purpose, said public hearing to be held Wednesday, October 10, 2018 at 7:00 P.M. Central Daylight time at Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, as part of the regularly scheduled meeting of said Board to be held that date.

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

Adopted this 12th day of September, 2018.

Approved:

Craig W. Hays, President

Attest:

Cindy Harvey, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 4, 2018

SUBJECT: Sealcoating and Line-Striping Bid

Background

The Park District advertised and solicited bids from potential contractors for crack filling, sealcoating, and line-striping at various locations throughout the Park District. This is a routine maintenance practice for asphalt drives, parking lots, and courts. This year's sites include: Dodds Soccer (north & south), Prairie Farm/sled hill (lines only), Bresnan Meeting Center, Sholem Aquatic Center (service drive & employee lot), Hessel circle drive (lines and patching only), Douglass circle drive (lines only). The entire project should be completed by October.

Prior Board Action

The Board approved the FY18-19 Capital Plan at the March 14, 2018 Regular meeting.

Bid Results

An invitation to bid was published in *The News-Gazette*. The bids were opened and read aloud on August 31, 2018. The results are as follows:

Contractor	Bid Amount
Dunn Company; Decatur, Illinois	\$22,041.10
County Asphalt Company Inc.; Urbana, Illinois	\$28,215.00

Budget Impact

\$30,000 has been budgeted in the FY19 Capital plan for sealcoating and line-striping, project # 190016.

Recommended Action

Staff recommends awarding the bid to the lowest responsible bidder, Dunn Company, Decatur, IL, at the bid price of \$22,041.10 and authorizing the Executive Director to execute a contract for the work.

Prepared by:

Reviewed by:

Bret Johnson
Grounds & Maintenance Supervisor

Dan Olson
Director of Operations



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 4, 2018

SUBJECT: Scoreboard Replacements

Background

This is a bid for the purchase of new baseball/softball scoreboards. These will replace the outdated scoreboards currently installed at the Dodds Park. Staff anticipate the scoreboards to be delivered and installed by staff by the end of November.

Prior Board Action

The Board approved the FY19 Capital Improvement Plan at the March 14, 2018 Regular Meeting.

Bid Results

An invitation to bid was published in *The News-Gazette*. Bids were opened and read aloud on August 27, 2018. The bid results are as follows:

Bidder	Base Bid	Alternate Bid	Total Bid
Nevco Sports, LLC., Greenville, IL	\$18,950.00	\$6,150.00	\$25,100.00
BSN Sports, Dallas, TX	Did Not Meet Specifications		
Daktronics, Inc., Brooking, SD	Did Not Meet Specifications		
Correct Digital Displays, Inc., Sheridan, IL	Did Not Meet Specifications		

Budget Impact

There is a two-year Capital Improvement Plan to replace all seven scoreboards at Dodds Park. \$24,000.00 was budgeted for FY19. The alternate bid was for an additional fourth scoreboard in order to determine if there were savings when buying multiple scoreboards. An additional \$1,100.00 is available in the FY19 Capital Improvement Plan for Vehicle Replacement – Operations to cover additional costs. If the base bid and alternate bid are approved, the 4-plex scoreboards will be replaced this fall during field maintenance.

Recommended Action

Staff recommends accepting the lowest responsible bid that meets all specifications, and authorizing the Executive Director to purchase four (4) new baseball/softball scoreboards from Nevco Sports, LLC at a total bid price of \$25,100.00.

Prepared by:

Reviewed by:

Nathan Massey
Special Projects Supervisor

Dan Olson
Director of Operations



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 4, 2018

SUBJECT: Approval to Apply for an Open Space Land Acquisition and Development (OSLAD) Grant for Human Kinetics Park

Background

The Illinois 2019 fiscal year OSLAD program appropriation is \$29M which is funded through a portion of the State's Real Estate Transfer Act. Discussion at the July 25, 2018 Special Board Meeting indicated Human Kinetics Park would make a strong OSLAD grant application, with development in accordance with the *Martens Center at Human Kinetics Park* fundraising brochure (attachment 1). In 2018 the Park District was awarded a \$141,500 Land and Water Conservation Fund (LWCF) grant by Illinois Department of Natural Resources (IDNR) for the purchase of Human Kinetics Park property, currently in the works.

Prior Board Action

There has been no prior Board action regarding an OSLAD grant application for HK property.

Budget Impact

OSLAD policy administered through IDNR provides up to 50% funding assistance, limiting development grants to \$400,000 maximum; an \$800,000 project budget therefore would maximize grant assistance. OSLAD operates on a matching basis, providing an advanced payment of 50% of development grant award shortly after fully executed grant agreement. The project must be completed within two years of the fully executed grant agreement, and payment of all costs must occur before submitting final billing request to IDNR for reimbursement. Funding would come from future capital project allocation or donation.

Recommendation

Staff recommends Board approval to proceed with \$400,000 OSLAD grant application for Human Kinetics Park Development, and to sign the *Grant Program Resolution of Authorization* (attachment 2) due to IDNR by October 1, 2018.

Prepared by:

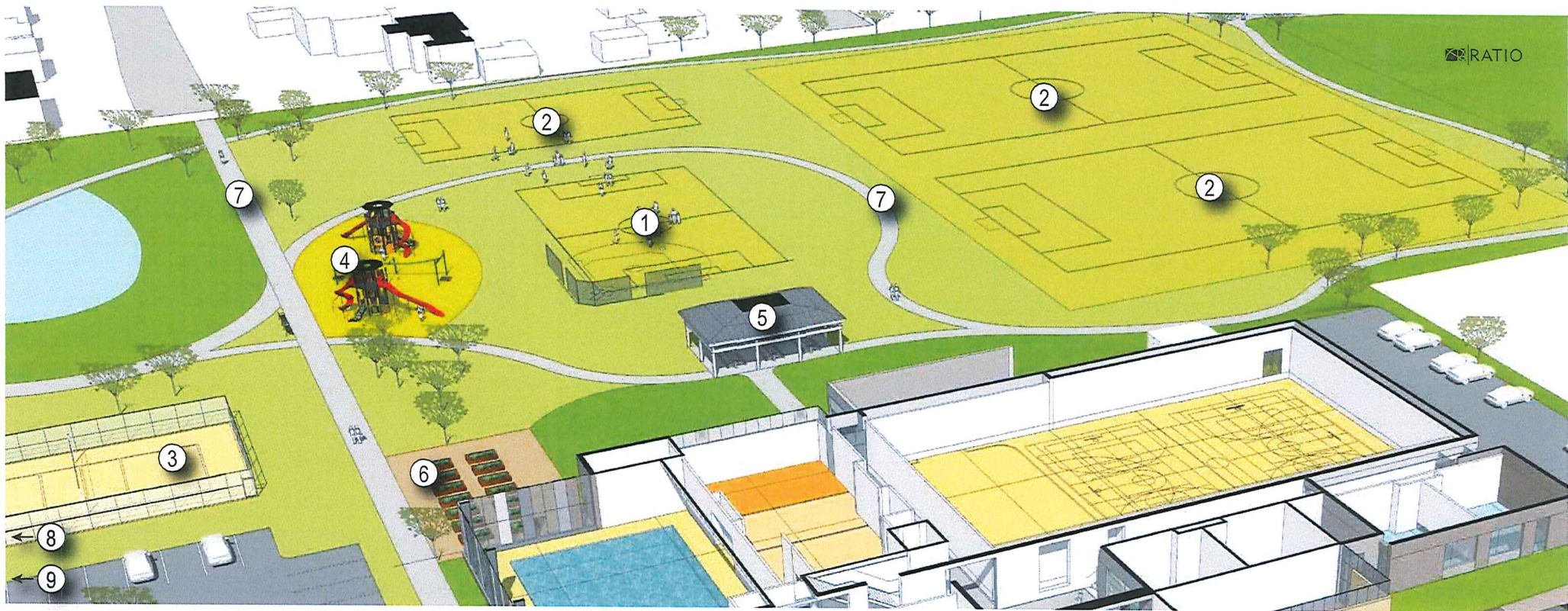
Reviewed by:

Andrew Weiss
Director of Planning

Joe DeLuce
Executive Director

Attachment 1

RATIO



Human Kinetics Park Masterplan

Proposed Amenities

①	Multi Purpose Field (w/backstop)	\$40,000
②	Soccer Fields (x3)	\$20,000
③	Futsal Court (sport court)	\$80,000
④	Playground (fibar)	\$90,000
⑤	Pavilion	\$80,000
⑥	Community Garden	\$15,000
⑦	Walking Path (8'w)	\$325,000
⑧	Basketball Court (full court)	\$80,000
⑨	Volleyball Court (sand)	\$70,000

Notes:

1. Amenities based on schematic design by Ratio Architects, Inc. dated April 5th, 2018.
2. Costs of proposed amenities are estimates.
3. Estimates include minor earthwork but no demolition or major earthwork.

OSLAD Grant Program
Resolution of Authorization

Form OS/DOC-3

Applicant (Sponsor) Legal Name: Champaign Park District

Project Title: Human Kinetics Park Development

The Champaign Park District (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Champaign Park District (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property **acquired** with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Champaign Park District (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Champaign Park District (Sponsor) on the 12 day of September (month), 2018 (year)

Craig Hays

Name (printed / typed)

Attested by: _____

Signature

Date: 9/12/2018

President

Title



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 5, 2018

SUBJECT: Request for Proposals (RFPs) for Douglass Annex and Community Center Cleaning Services

Background

The Douglass Annex and Community Center staff have worked with contracted cleaning services the past several years. The last cleaning bid was awarded to Boleys A-Z Cleaning just a year ago. The agreement with Boleys was for a one year period and expires September 30, 2018.

Request for Proposals (RFP) Results

A notice of the RFP was run in *The News-Gazette*. The RFPs were opened and logged as being received on August 29, 2018. Four (4) proposals were received and the results are as follows:

	Douglass Annex		Douglass Community Center			
	<i>Base Bid</i>	<i>Alt. 1</i>	<i>Base Bid</i>	<i>Alt. 1 – Additional Services – 6 mos.</i>		<i>Alt. 2</i>
				<i>Scrub/Wax Floor</i>	<i>Strip/Wax Floor</i>	
ESS Clean, Inc.	\$9,240.00	\$22.00	\$35,100.00	\$1,250.00	\$950.00	\$22.00
Perfect Cleaning Service Corp.	\$10,800.00	\$22.75	\$30,240.00	\$275.00	\$1,400.00	\$22.75
Bravo Services, Inc.	\$9,300.00	\$25.00	\$24,900.00	\$200.00	\$1,250.00	\$25.00
Seams Cleaning	\$6,720.00	\$15.00	\$39,720.00	\$645.00	\$630.00	\$15.00

Of the four (4) bids received, only two of the companies are local, ESS Clean, Inc. and Seams Cleaning. The Park District has worked with worked with ESS Clean, Inc. in previous years, however, Seams Cleaning is a relatively new business and has only been in business a short period of time. Perfect Cleaning Service Corp. and Bravo Service, Inc. are located in the Chicago area and have no local references or local offices.

Budget Impact

The FY19 budge for janitorial services is \$5,916 for the Annex and \$19,196 for the Center.

Recommendation

Staff recommends rejecting all proposals and alternates for janitorial services for the Douglass Annex and Community Center and hiring a part-time building service worker to clean the Annex and Center. The part-time staff will work up 27 hours or less per week and will only be eligible for IMRF. The overall cost for the part-time staff will be approximately \$25,000 which includes IMRF and is within the budget amount approved in FY19.

Prepared by:

Reviewed by:

Jameel Jones, CGSP
Director of Recreation

Joe DeLuce, CPRP
Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: September 5, 2018
SUBJECT: Agreement with Challenger Sports, Inc.

Background

Over the past 15 years, the Champaign Park District successfully partnered with Challenger Sports, Inc. to execute the Challenger British Soccer Camp; a two-session summer soccer camp. During the last three years, under the terms of the previous agreement, the camps have provided opportunities for 431 youth soccer players to receive high level soccer instruction. Challenger provides the Park District with trained and qualified instructors for the program as well all necessary equipment including balls, t-shirts, and participant jerseys. Additionally, as part of the contract, the Park District purchases soccer uniforms from Challenger at a significant discount over the retail price.

This partnership allows the Park District to continue to offer popular, high quality and successful youth soccer camps to our residents. By committing to a three (3) year agreement, the Park District is able to secure fee increase caps for both camp fees and necessary garments ordered that are associated with our youth soccer league.

Our business relationship with Challenge is strong and they have always been professional and positive in their interactions with us and our community. All insurance liability requirements have been met, and Challenger adhere to all Park District policies and procedures.

Prior Board Action

The Board approved a three (3) year agreement with Challenger Sports, Inc. at the October 14, 2015 Regular meeting.

Summary of Changes from Previous Agreement

Proposed changes for this agreement are as follows:

- Challenger will secure host families instead of the Park District.
- Challenger will accept all registration. Previously both organizations collected registration. The compensation section reflects this change and Challenger will pay the Park District instead of the Park District reconciling and paying Challenger as previously arranged.
- Camp fees have been increased at Challenger's request. This will be the first camp rate increase since summer 2015.
- Removed the requirement of 400 sets of garments in Section 6 as the jersey process has changed.
- Adjusted garment prices to include logo and number printing which were not previously included.
- Removed a quoted soccer equipment items they no longer offer and added others.
- Updated insurance requirements.

Budget Impact

Over the past three years, the Park District's relationship with Challenger has allowed us to generate revenue of \$4,468. The majority of the costs including instructors, equipment, and participant shirts is borne by Challenger. Expenses are minimal to implement this program and allows the Park District to provide an excellent service to residents. Additionally, this agreement offers competitive rates on garments and equipment saving the Park District on orders.

	# of Campers	CPD Revenue
June 2016	75	\$702.00
July 2016	136	\$942.00
June 2017	77	\$868.00
July 2017	38	\$434.00
June 2018	46	\$541.00
July 2018	59	\$763.00

Recommended Action

Staff recommends entering into a three (3) year agreement with Challenger Soccer Sports, Inc. and authorizing the Executive Director to execute the agreement.

Prepared by:

Reviewed by:

Jimmy Gleason
Sports and Facilities Manager

Jameel Jones, CGSP
Director of Recreation

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement is made and entered into effective this ___ day of _____, 2018 by the **CHAMPAIGN PARK DISTRICT**, an Illinois municipal corporation, with the principal address of 706 Kenwood Road, Champaign, Illinois 61821 (hereinafter referred to as "**PARK DISTRICT**") and **BRITISH SOCCER**, a division of Challenger Sports Corporation, whose principal address is 8263 Flint, Lenexa, KS 66214 (hereinafter referred to as "**CHALLENGER**")

RECITALS

WHEREAS, PARK DISTRICT is a municipal corporation which owns Dodd's Park Soccer Complex;

WHEREAS, CHALLENGER is an organization experienced in and possessing equipment used to teach soccer rules and fundamentals to children; and

WHEREAS, PARK DISTRICT and **CHALLENGER** desire to enter into ~~a contractan~~ Agreement whereby **CHALLENGER** will provide services to **PARK DISTRICT** as an independent contractor to provide trained and qualified instructor(s) to teach youth soccer camps to children registered through the Champaign Park District.

NOW, THEREFORE, and in consideration of the mutual promises, covenants and agreements herein set forth, **PARK DISTRICT** and **CHALLENGER** agree as follows:

1. **PROFESSIONAL SERVICES: CHALLENGER** shall provide **PARK DISTRICT** with trained and qualified instructor(s), equipment and related services. ~~The contractor shall at all times have sole control over the manner, means and methods of performing the services required by the contract according to their own independent judgment, and is solely responsible for the direction of their employees and agents. The contractor~~CHALLENGER acknowledges and agrees ~~that they will~~to devote such time as is necessary to produce the contracteded for results.

The services to be provided by **CHALLENGER** shall include, without limitation, the following:

- a. Provide trained and qualified instructor(s) for each camp session.
- b. Provide all equipment necessary for the soccer camp.
- c. Provide promotional literature, posters, and operational and marketing support.
- d. Provide a soccer ball and t-shirt to each camper who registers.
- e. Serve as the vendor for the Champaign Park District's seasonal purchase(s) of Challenger jerseys ~~per~~pursuant to the terms ~~laid out~~set forth in Sections 5 and 6.
- f. Solicit and secure host families for the coaches, ~~and in connection therewith~~-P provide all host families a rebate of at least \$80 towards the cost of their camp fees.
- g. At all times deal with Park District customers and patrons in a professional and courteous manner.
- h. Exercise appropriate good judgment in dealing with Park District safety matters, including, without limitation, adherence to Occupational Safety and Health Administration (OSHA) regulations and other pertinent federal and state laws and regulations, as well as Park District ordinances and policies.
- i. Provide at least one qualified coach for each coaching group (12-16) campers.
- j. Each camp shall include five daily sessions Monday through Friday or other as specified. Sessions shall run for one hour, one and a half hours, three hours, or six hours.
- k. ~~Ensure~~ Require that all coaches are certified and have completed background checks. Proof of completed background checks ~~need to~~shall be provided to the Champaign Park District for all coaches.
- l. Register participants and collect fees. All registration numbers must be provided a minimum of 7 days in advance of camp.

The services to be provided by **PARK DISTRICT** shall include, without limitation, the following:

- a. Provide Challenger such facilities and support staff as may be necessary for it to carry out its responsibilities hereunder.
- b. Provide a site supervisor during camp sessions.
- c. Promote camp in the Park District's Program Brochure, website, and through the e-mail listserv.
- d. ~~Shall not solicit the services of any member of the CHALLENGER coaching staff for employment independent of CHALLENGER during the term of the agreement.~~

PARK DISTRICT ~~agrees that it will~~shall not solicit the services of any member of the **CHALLENGER** coaching staff for employment independent of **CHALLENGER** during the term of this Agreement.

2. **TIMING OF PERFORMANCE OF SERVICES.** **CHALLENGER** shall offer instruction for the following soccer camps:

<u>Camp Weeks 2019</u>	<u>Camp Weeks 2020</u>	<u>Camp Weeks 2021</u>
June (Dates TBD) _____	June (Dates TBD)	June (Dates TBD)
July (Dates TBD) _____	July (Dates TBD)	July (Dates TBD)

3. **WORK LOCATION.** All work performed by **CHALLENGER** hereunder shall take place in the **PARK DISTRICT's Dodds Park Soccer Complex, Bradley Avenue and Clayton Boulevard, Champaign, Illinois**. If the Dodds Park Soccer Complex is unavailable for any reason, **PARK DISTRICT** shall provide an outdoor soccer field or training area suitable for instructional purposes. Approximate requirements, for such fields are one field per 30 campers.

4. **CONTROL OF WORK.** **CHALLENGER** and its employees and agents shall at all times have sole control over the manner, means and methods of completing performing the work and services required by the Agreement according to their independent judgment; provided that, their conduct shall not be contrary to the this Agreement and the policies and procedures of **PARK DISTRICT**. Furthermore, they are**CHALLENGER** is solely responsible for the direction of their such employees or agents. **CHALLENGER** acknowledges that they its employees and agents will devote sufficient time and effort as is necessary to carry out the terms of this Agreement in a professional manner in order to complete the classes offered.

5. **GARMENTS.**

5.1 - Artwork – **PARK DISTRICT** must proof approve of any and all artwork before it is printed.

5.2 - Mistakes - Any and all mistakes garment related errors made by **CHALLENGER** are the responsibility of **CHALLENGER**. **PARK DISTRICT** is not required or obligated to accept or purchase such merchandise garments.

5.3 - Charges - Charges for screen applications, color changes, screen wash, fluorescent ink, opaque applications, price for XXL and larger, color separation/artwork or other charges need to be done shall be undertaken for each item as specified.

5.4 - Estimated Quantities – **CHALLENGER** understands and acknowledges that **PARK DISTRICT** may opt not to purchase items awarded in pursuant to this agreement Agreement as a result of low, insufficient, or no enrollment in a program or activity for which the item was to be used.

5.5 - Transportation Charges - ~~No m~~Merchandise shall not be shipped until it is ordered through purchase order, by an authorized **PARK DISTRICT** staff representative. **PARK DISTRICT** is not required to accept merchandise shipped prior to order. All prices quoted by **CHALLENGER** must be F.O.B. to the Champaign Park District, Champaign, Illinois, with all delivery costs and charges included in the unit prices or are excluded entirely. Items must be delivered.

5.6 - Timely Delivery - Time of delivery will shall be no longer than 15 calendar days after order has been placed. If time of delivery exceeds this stated that period, a discount of no less than 10% will shall apply to said the order. **PARK DISTRICT** reserves the right to cancel such any orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified.

5.7 - Taxes - The Champaign Park District is exempt from any taxes imposed by State and/or Federal Government. Exemption certificates will be provided upon request.

5.8 - Modifications or Changes in Purchase Orders and Contracts – Modifications to this agreement Agreement and any resultant purchase orders or contracts shall not be binding upon the **PARK DISTRICT** unless made in writing by an authorized representative from-of the **PARK DISTRICT**.

5.9 - Variations of Specifications – **CHALLENGER** must-shall indicate any variances from garment specifications and/or conditions in any manner whatsoever, no matter how slight. If variations are not stated-identified prior to shipping, it will be assumed-understood that the product or service fully complies with the specifications.

6. **COMPENSATION.** **CHALLENGER** agrees that it will shall conduct and maintain-undertake an instructional soccer camp on behalf of **PARK DISTRICT**. Each camp shall include five daily sessions Monday through Friday or other-as otherwise specified. Sessions shall run for one hour, one and a half hours, three hours, or six hours. As-In consideration for these services rendered by **CHALLENGER** pursuant to this Agreement, CHALLENGER agrees to it shall pay **PARK DISTRICT** the following camp fee rates (per session length) for 2019:

First Kicks	1.0 hour	\$9
Mini Soccer	1.5 hours	\$9
Half Day	3.0 hours	\$124
Full Day	6.0 hours	\$17

Camp fees shall be set at the following rates (per session length) for 2019 through CHALLENGER:

First Kicks	1.0 hour	\$89
Mini Soccer	1.5 hours	\$95
Half Day	3.0 hours	\$125
Full Day	6.0 hours	\$183

CHALLENGER and **PARK DISTRICT** agrees to an annual increase of no more than 3% per year in camp fee session rates for 202017 and 202118.

As per the terms of Pursuant to this agreement Agreement, CHALLENGER also agrees to shall serve as the **PARK DISTRICT'S** vendor for Challenger soccer jerseys, Pursuant to that fact, PARK DISTRICT agrees to shall pay **CHALLENGER** the below listed rates for the duration-term of this contract Agreement.

	Colors	Youth Sizes	Adult Sizes
103 Pima Jersey	Red & Blue	\$6.30/ea	\$6.80/ea
243 Dakota Shorts	18 Black	\$4.25/ea	\$4.65/ea
308 Premiere Socks	Black	\$2.20/ea	\$2.20/ea

103 Pima Jersey will have an additional charge of \$1.75/per jersey for number printing on back of jersey and \$2.50/ per jersey for full chest single color logo printing.

CHALLENGER agrees to hold shall maintain the above listed-garment stated prices for the full term of this contract Agreement.

Additional equipment from CHALLENGER will be available for purchase at the following prices:

Posse Soccer Ball	\$4.99	Size 3, 4, or 5
<u>Cosmo Soccer Ball</u>	<u>\$6.00</u>	<u>Size 3, 4, or 5</u>
<u>Tyronza Club Soccer Ball</u>	<u>\$6.99</u>	<u>Size 3, 4, or 5</u>
Zuni Club Soccer Ball	\$7.25	Size 3, 4, or 5
<u>Orbit Soccer Ball</u>	<u>\$7.50</u>	<u>Size 3, 4, or 5</u>
<u>Tyronza Premier Soccer Ball</u>	<u>\$8.00</u>	<u>Size 3, 4, or 5</u>
<u>Rage Soccer Ball</u>	<u>\$7.99</u>	<u>Size 3, 4, or 5</u>

Pinnie (Scrimmage Vest)	\$3.50	Per Item
Challenger Disc Cones	\$0.50	Per Item

~~In order to be paid for the camp fee rates listed above, CHALLENGER shall submit invoice to the PARK DISTRICT by the 1st Friday of the month. Invoice must include purchase order number. Payment will be monthly after Board approval of bills, which is the 2nd Wednesday of each month. The PARK DISTRICT will undertake no withholdings for taxes, social security benefits or any other obligations of any kind or character whatsoever, as the relationship between the parties is one of independent contractor. PARK DISTRICT shall submit invoices to CHALLENGER at the conclusion of each camp session based upon compensation terms. CHALLENGER shall remit payment within 30 CHALLENGER days.~~
CHALLENGER shall be responsible for all withholdings and reporting of wages and income to the federal and state authorities. **CHALLENGER** acknowledges and agrees that ~~they neither it nor any of its employees or agents~~ are ~~not~~ entitled to any benefits or protections afforded employees of **PARK DISTRICT**. **CHALLENGER** shall not hold out ~~as its employees or for agents as employees of the~~ **PARK DISTRICT** to ~~members of~~ the public, and further acknowledges that ~~they CHALLENGER~~ will be responsible for paying any unemployment insurance and workers compensation insurance on behalf of ~~themselves it~~ and any of ~~their its~~ employees ~~or agents~~. **CHALLENGER** shall be solely responsible for any employees' or agents' actions in performing the work or services to be provided pursuant to the terms of this Agreement. **CHALLENGER will shall** provide **PARK DISTRICT** with a Federal Employer Identification Number (FEIN) and social security number for any individual receiving payment ~~to the extent required by law~~. **CHALLENGER** acknowledges that ~~they it~~ shall be solely responsible for the acts or omissions of their employees or agents in performing the work or services pursuant to this Agreement. **PARK DISTRICT** shall issue a form 1099 to **CHALLENGER** reflecting compensation pursuant to the terms of this Agreement.

7. **TERM AND TERMINATION.** The term of this Agreement shall be from ~~September-October 1, 2018 to July-September 31, 2021.~~

This Agreement may be terminated by either ~~party Party~~ for "cause" by giving ten (10) days' notice to the other party in writing of such intention ~~to terminate the Agreement~~. For the purposes of this Paragraph, "termination for cause" is defined as termination for an intentional or a willful violation of any of the provisions of this Agreement by a party. The party seeking to terminate this Agreement for cause must specify in writing to the other party the nature of the "cause" resulting in termination. Furthermore, this Agreement may be terminated "without cause" by either party giving the other at least ~~ten-thirty (430)~~ ten-thirty (30) days' notice in writing of the intended termination date. This Agreement may be terminated at any time by mutual agreement of the Parties.

8. **COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS.** **PARK DISTRICT** and **CHALLENGER** shall comply with all applicable federal, state and local statutes, rules, regulations, ordinances and licenses regarding the performance and carrying out the terms of this Agreement.
9. **EQUIPMENT AND EXPENSES.** **CHALLENGER** shall be responsible for all expenses, including, without limitation, the provision of equipment and materials related to carrying out this Agreement unless otherwise stated herein.
10. **INSURANCE.** **Challenger** shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by **Challenger** shall be primary insurance as to Park District. Any insurance or self-insurance maintained by **Park District** shall be in excess of **Challengers'** insurance and shall not contribute with it. The **Park District**, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate endorsements, extensions or riders necessary to assure coverage, together with such certificates

of insurance which identify the required coverages. All liability insurance shall provide coverage on an "occurrence" basis and not on a "claims made" basis. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the **Park District**. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the **Park District** to immediately terminate this Agreement with no further rights afforded **Challenger**. At its option, **Park District** may continue such insurance at its cost and obtain reimbursement and repayment thereof from **Challenger**. In such event, **Challenger** shall pay the amount due within ten (10) days of payment by **Park District**. The Parties acknowledge that **Challenger** may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change. **CHALLENGER shall maintain worker's compensation insurance sufficient to satisfy all applicable state and/or federal laws. Provide a certificate of such insurance as may be applicable from time to time, listed below, at the time Agreement is signed and annually thereafter. Note that all limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis:**

Challenger shall maintain in effect at its sole expense the following insurance applicable to the work performed hereunder:

(a) ~~Workers' Compensation:~~

- ~~• State Statutory~~
- ~~• Applicable Federal Statutory~~
- ~~• Must show policy number on certificate of insurance if workman's compensation is provided~~

(b) ~~Comprehensive General Liability:~~

- ~~• General Liability: 1,000,000 each occurrence (including completed operation and products liability)~~
- ~~• Property Damage: \$1,000,000 each occurrence~~
- ~~• General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000~~
- ~~• Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable~~

(c) ~~Contractual Liability (Hold Harmless Coverage):~~

- ~~• Bodily Injury: \$1,000,000~~
- ~~• Property Damage: \$1,000,000 each occurrence~~
- ~~• Annual Aggregate: \$2,000,000 each occurrence~~

(e) ~~Comprehensive Automobile Liability:~~

- ~~• Bodily Injury: \$1,000,000 Per Person and \$1,000,000 Per Accident~~
- ~~• Property Damage: \$500,000 each occurrence or combined single limit of \$500,000~~

(d) ~~Umbrella Liability:~~

- ~~• \$5,000,000 each occurrence~~

~~The **Park District**, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.~~

~~Prior to beginning work, **Challenger** shall furnish the **Park District** with certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to **Park District** prior to cancellation or material change of any insurance referred to therein. Failure of the **Park District** to demand such certificate, endorsement~~

~~or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Challenger's obligation to maintain such insurance.~~

~~All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and satisfactory to the Park District at its sole discretion. All insurance coverage provided by Challenger shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of Challenger's and shall not contribute to it.~~

11. **INDEMNIFICATION.** CHALLENGER shall indemnify, save, defend, and hold harmless PARK DISTRICT, including its ~~commissioners, officers, official employees, representatives, agents, and volunteers and employees,~~ (hereinafter collectively referred to as "PARK DISTRICT") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, cost and expenses (including reasonable attorney and paralegal fees) for which PARK DISTRICT may become obligated or alleged to be liable by reason of any accident, bodily injury or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, arising directly or indirectly in connection with, under, or as a result of ~~this Agreement~~ the acts, errors or omissions of CHALLENGER or any of its employees or agents.
12. **REPRESENTATIONS AND WARRANTIES.** CHALLENGER represents and warrants that ~~it and its employees and agents have~~ CHALLENGER has the skills and knowledge necessary to perform the terms of this Agreement in a safe, proper, efficient, thorough and satisfactory manner and understand that PARK DISTRICT is relying on such representations ~~in contracting with them.~~ connection herewith.
13. **ASSIGNMENT.** This Agreement shall not be assigned or delegated by ~~either a party~~ Party to any subsidiary, ~~assignee,~~ successor, partner, employee, agent or affiliate without the prior written consent of the other ~~party~~ Party, which shall not be unreasonably withheld. If PARK DISTRICT permits the assignment of the services provided for hereunder at any one or more times, such assignment shall not be deemed permission to assign the performance of this Agreement at any other time or times.
14. **APPLICABLE LAW AND VENUE.** The ~~parties~~ Parties agree that the laws of the State of Illinois shall govern the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, a state or federal court located in Champaign County, Illinois, shall be the appropriate venue for such claim or suit.
15. **MISCELLANEOUS.** If the PARK DISTRICT and CHALLENGER conclude that ~~another additional or alternative instructor(s) are necessary, is required,~~ CHALLENGER will provide ~~staff to~~ PARK DISTRICT ~~such instructor(s).~~
16. **SEVERABILITY.** In the event one or more of the provisions contained in this Agreement shall be determined by the Court of law having appropriate jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement and the validity, legality or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in effect.
17. **WAIVER.** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall be deemed a waiver of that term, covenant or condition, nor shall a failure to insist upon strict compliance with any right or power at any one time or times be deemed a waiver or relinquishment of any such term, covenant, condition or right or power at any other time or times.
18. **COUNTERPARTS.** This Agreement shall be executed in ~~duplicate~~ any number of counterparts, each of which shall be deemed to be an original.
19. **NOTICE.** All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given on the date and at the time they are sent by certified mail, return receipt requested, to the respective party at the addresses set forth below, or at such other place address as the parties shall

provide to each other in writing. In addition, any such notice shall be sent by the first class regular U.S. Mail.

CHAMPAIGN PARK DISTRICT

Attention: Mr. Joe DeLuce
Executive Director
706 Kenwood Road
Champaign, IL 61821

CHALLENGER CHALLENGER

Attention: Tim Travers
Regional Director
1665 Quincy Avenue, #111
Naperville, IL 60540

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

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

CHAMPAIGN PARK DISTRICT,
A Municipal Corporation

BRITISH SOCCER,
A division of Challenger Sports Corporation

By: _____

By: _____

Name: _____
(print name)

Name: _____
(print name)

Title: _____

Title: _____

Date: _____

Date: _____



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 5, 2018

SUBJECT: Heritage Park Phase 1 Bid Award

Background

As part of FY 18-19 Capital Projects \$700,000 is budgeted for Heritage Park Phase 1, which includes base bid of Heritage Lake shoreline stabilization, and alternates for walking paths, rock outcroppings around the lake, and pedestrian bridge crossing the Copper Slough into the park's natural area.

Prior Board Action

March 14, 2018 Regular Board Meeting—Board approved 2019 Capital Budget.

Bid Results

Sealed bids were opened 10:30am Wed 5 Sep 2018 with results as shown:

Bidding Contractor	Base (\$)	Alt 1 (\$)	Alt 2 (\$)	Alt 3 (\$)	Alt 4 (\$)	Alt 5 (\$)	Alt 6 (\$)	Alt 7 (\$)
Stark Excavating	371,500.00	74,600.00	163,200.00	214,000.00	4,550.00	5,440.00	24,000.00	24,000.00
Duce Construction	445,000.00	60,000.00	107,000.00	155,000.00	7,600.00	10,500.00	24,000.00	24,000.00
Cross Construction	520,233.80	57,494.00	114,540.00	146,632.02	71,744.40	78,740.00	13,058.28	13,058.28

Notes:

See Attachment 1 for key: Base Bid—Shoreline grading and restoration, Alternate 1—Add for walking path north, Alternate 2—Add for walking path south, Alternate 3—Add for pedestrian bridge, Alternate 4—Add for main outcroppings, Alternate 5—Add for supplemental outcroppings, Alternate 6—Add for two year landscape warranty and maintenance, Alternate 7—Add for three year landscape warranty and maintenance.

Budget Impact

The budget for Project Number 170021 is \$700,000. In addition to the Base Bid from Stark Excavating staff recommends accepting Alternates 1, 2, 4, 5, and 6 for a total contract amount of \$643,290. Accepting these alternates provides for a complete path loop around Heritage Lake, all the rock outcroppings effecting an improved lake access, and a two year warranty and maintenance for the landscaping plant material (i.e., the native plantings in the base bid used for shoreline stabilization).

Staff does not recommend including Alternate 3 *pedestrian bridge*, which does not provide as great a recreational value as the full lake pathway loop for the price. Moreover, from a construction perspective—should further phases of development occur at Heritage Park—a singular pedestrian bridge installation would cause far less disturbance to a newly stabilized Heritage Lake shoreline than pathway construction around the lake. Staff does not recommend including Alternate 7 *three year landscape warranty and maintenance* providing for a third year of landscape maintenance (i.e., base bid includes 1 year of landscape maintenance, base bid plus alternate 6 provides for two years of landscape maintenance, base bid plus alternate 6 and 7 would provide for three years of landscape maintenance). Accepting lowest bid plus alternates 1, 2, 4, 5, and 6 leaves \$56,710 (8%) in the project budget for construction contingency, construction testing services as needed, or return to the capital projects fund. It's worth noting SmithGroup's \$24,000 construction management fees are accounted for in the Planning Department FY18-19 operating budget.

Recommendation

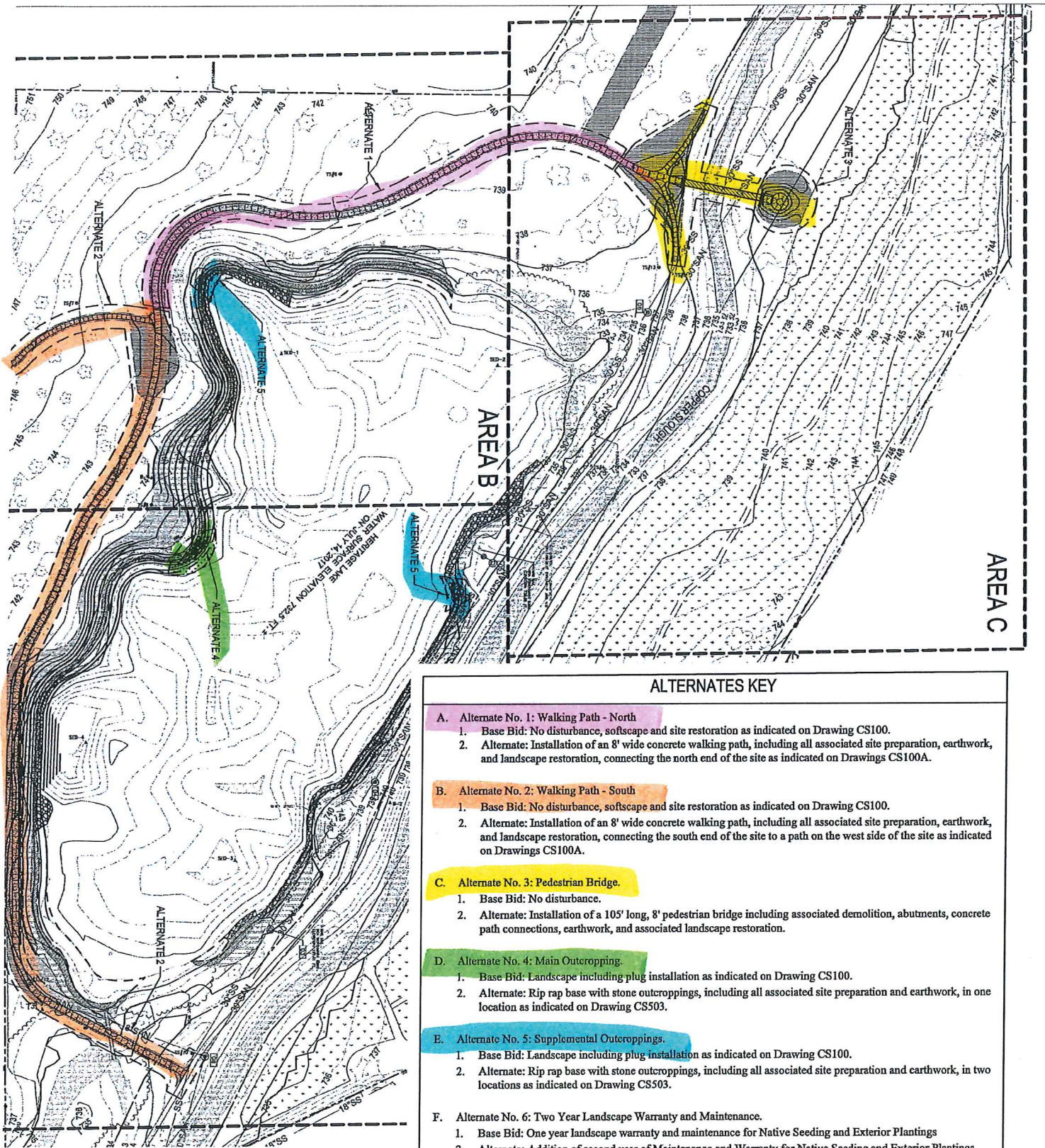
Staff recommends awarding Heritage Park Phase 1 Base Bid plus Alternates 1, 2, 4, 5, and 6 to Stark Excavating for a total contract amount of \$643,290 and rejecting Alternates 3 and 7, and authorizing Executive Director to enter into the construction contract. Timeline—majority of construction completed fall/winter 2018, plant material installation May 2019.

Prepared by:

Reviewed by:

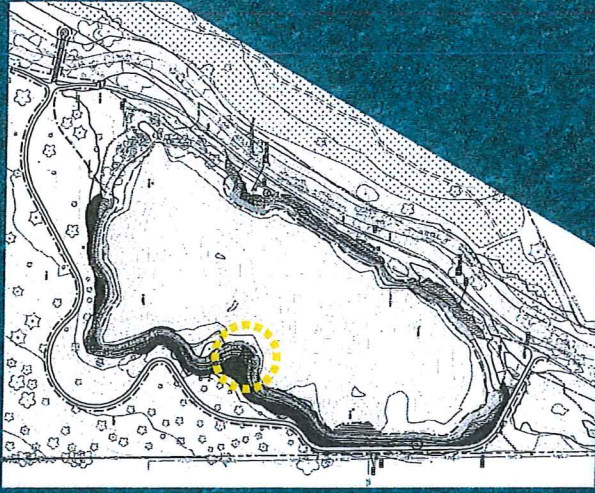
Andrew Weiss
Director of Planning

Joe DeLuce
Executive Director

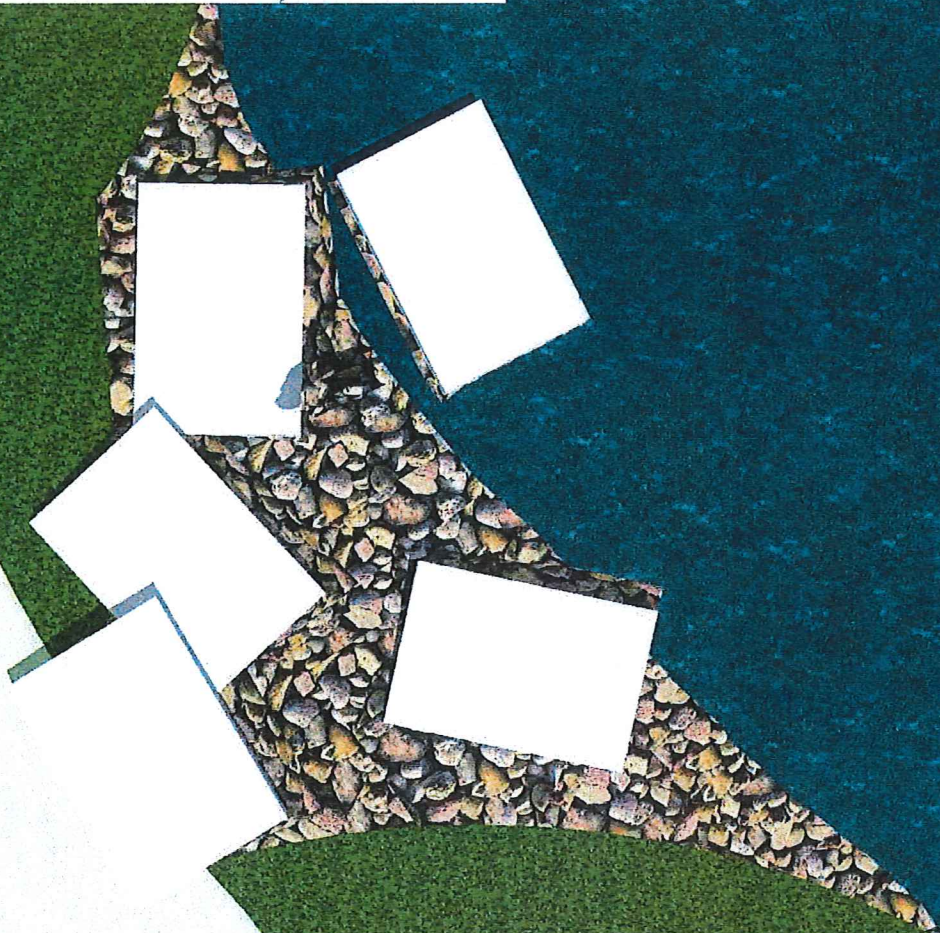
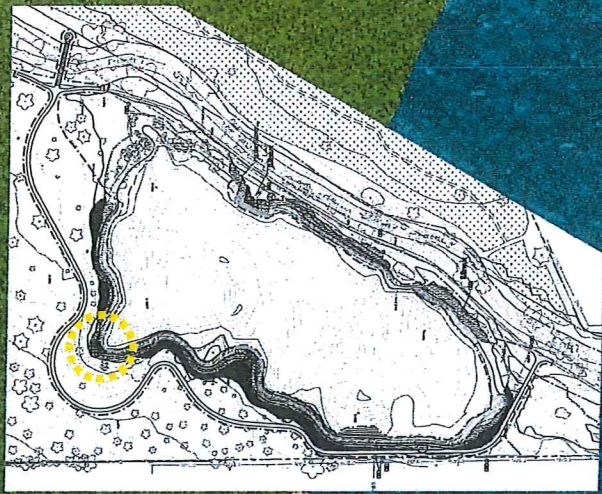


ALTERNATES KEY

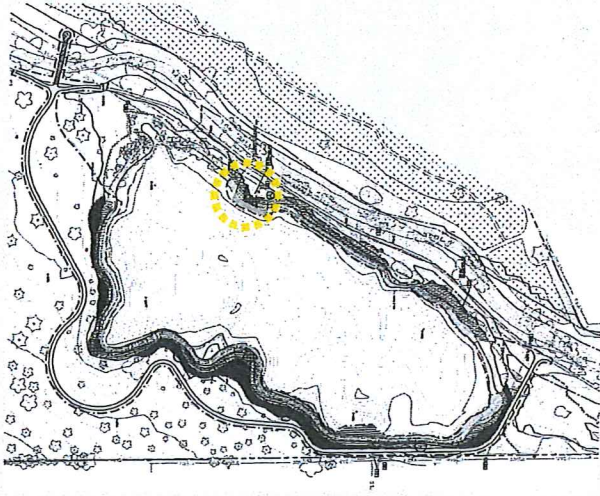
- A. Alternate No. 1: Walking Path - North**
 1. Base Bid: No disturbance, softscape and site restoration as indicated on Drawing CS100.
 2. Alternate: Installation of an 8' wide concrete walking path, including all associated site preparation, earthwork, and landscape restoration, connecting the north end of the site as indicated on Drawings CS100A.
- B. Alternate No. 2: Walking Path - South**
 1. Base Bid: No disturbance, softscape and site restoration as indicated on Drawing CS100.
 2. Alternate: Installation of an 8' wide concrete walking path, including all associated site preparation, earthwork, and landscape restoration, connecting the south end of the site to a path on the west side of the site as indicated on Drawings CS100A.
- C. Alternate No. 3: Pedestrian Bridge.**
 1. Base Bid: No disturbance.
 2. Alternate: Installation of a 105' long, 8' pedestrian bridge including associated demolition, abutments, concrete path connections, earthwork, and associated landscape restoration.
- D. Alternate No. 4: Main Outcropping.**
 1. Base Bid: Landscape including plug installation as indicated on Drawing CS100.
 2. Alternate: Rip rap base with stone outcroppings, including all associated site preparation and earthwork, in one location as indicated on Drawing CS503.
- E. Alternate No. 5: Supplemental Outcroppings.**
 1. Base Bid: Landscape including plug installation as indicated on Drawing CS100.
 2. Alternate: Rip rap base with stone outcroppings, including all associated site preparation and earthwork, in two locations as indicated on Drawing CS503.
- F. Alternate No. 6: Two Year Landscape Warranty and Maintenance.**
 1. Base Bid: One year landscape warranty and maintenance for Native Seeding and Exterior Plantings
 2. Alternate: Addition of second year of Maintenance and Warranty for Native Seeding and Exterior Plantings. Excludes lawn areas.
- G. Alternate No. 7: Three Year Landscape Warranty and Maintenance.**
 1. Base Bid: One year landscape warranty and maintenance for Native Seeding and Exterior Plantings.
 2. Alternate: Addition of third year of Maintenance and Warranty for Native Seeding and Exterior Plantings



ALCANTARA FLAUNTE 4



Area Plan S



Alternative 5



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 7, 2018

SUBJECT: Telephone Service to Park District Facilities

Background

At the August 22, 2018 Special Meeting, the Board reviewed the options for phone services to Park District facilities. The current three year agreement for fiber and telephone services is with Consolidated Communications which is formerly known as Champaign Telephone. This agreement will expire on October 1, 2018.

Upon advice from legal counsel, IT technology services are an exception to bidding requirements and may be awarded without bidding, therefore staff obtained quotes rather than bids for these services.

Currently phone service with Consolidated is \$695.92 per month. Consolidated has also offered a reduced rate of \$436.20 per month for phone service, a savings of \$3,116.64 per year. i3 is not able to guarantee they could maintain the Park District current phone service, as it would require a new phone system. i3 did provide a quote of \$482.20 per month

Prior Board Action

The Board approved an agreement with Champaign telephone for fiber utility effective on October 1, 2015. This agreement included phone services.

Budget Impact

The Park District currently pays \$8,315.04 for phone services. If the Board approves the proposal from Consolidated Communications the annual amount would be \$5,234.40, a savings of \$3,080.64 per year. Over the three years of the agreement, the savings would be \$9,241.92.

Recommended Action

Staff recommend approving an agreement between the Park District and Consolidated Communications to provide telephone services to Park District facilities for a term of three years, and authorizing the Executive Director to execute the agreement upon final review by legal counsel.

Prepared by:

Reviewed by:

Tammy V. Hoggatt, SPHR, SHRM-SCP
Director of HR, IT and Risk

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: September 6, 2018

SUBJECT: Fiber Services for Champaign Park District Facilities

Background

At the August 22, 2018 Special Meeting, the Board reviewed the options for fiber services to the Park District facilities. The current three year agreement for fiber and telephone services is with Consolidated Communications which is formerly known as Champaign Telephone. A quote was also provided by i3 Broadband. Both companies are able to accommodate and service the Park District network design.

Upon advice from Corporate Counsel, IT technology services are an exception to bidding requirements and may be awarded without bidding, therefore staff obtained quotes rather than bids for these services.

The current cost for fiber services is \$3,605.10 per month with Consolidated Communications. Consolidated's quote for fiber services to the current seven facilities with the expanded faster service is \$2,492.00 per month on a three year agreement. This reflects a savings of \$13,357.20 per year. i3 Broadband quoted the current seven facilities with the expanded faster service for \$2,379.55 per month on a three year agreement. A savings of \$14,706.60 per year

Prior Board Action

The Board approved an agreement with Champaign Telephone for fiber utility effective on October 1, 2015.

Budget Impact

Currently the Park District pays \$43,261.20 annually for fiber services. Staff recommends purchasing fiber services with i3 Broadband and the annual cost will be \$28,554.60, a savings of \$14,706.60 each year. The savings in FY2019 is estimated at \$7,303.30 anticipating an implementation date by November 1. Over the three years of the agreement that amount would rise to a savings of \$44,119.80.

Recommended Action

Staff recommends approving an agreement between the Park District and i3 Broadband to provide fiber services to Park District facilities and authorizing the Executive Director to execute the agreement contingent upon final review by legal counsel.

Prepared by:

Reviewed by:

Tammy V. Hoggatt, SPHR, SHRM-SCP
Director of HR, IT and Risk

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.



This **Master Services Agreement** (with its associated Service Order Forms (SOFs), the “**Agreement**”) is entered into this ___day of ___, 2018, by and between Champaign Park District, a Municipal Corporation (“**Customer**”) and iTV-3, LLC, a Delaware limited liability company d/b/a “i3 Broadband” (the “**Company**” with each of Customer and the Company being referred to herein as a “Party” and together as the “Parties”):

1. **DEFINITIONS**

1.1 “**Company Equipment**” means any and all facilities, equipment, or devices provided by the Company or its authorized subcontractors at the Service Location(s) that are used to deliver any of the Services, including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks.

1.2 “**Company Network**” means the telecommunications/data communications network and network components owned, operated, or controlled by the Company, including the Company’s metropolitan area networks, facilities, and the Company’s Equipment at the Service Location(s). The Company Network does not include network equipment not operated or controlled by the Company.

1.3 “**Company Website**” means any website owned or operated by the Company including the URL located at <http://www.i3broadband.com>.

1.4 “**Confidential Information**” means all information regarding either Party’s business which has been defined, marked, or is otherwise communicated, as being “proprietary” or “confidential,” or which reasonable business people would consider to be of a proprietary or confidential nature to a party. Without limiting the generality of the foregoing, Confidential Information shall include, even if not so defined or marked, this Agreement (but not its existence); all Licensed Software; promotional and marketing materials; proposals; quotes; rate information; discount information; subscriber information; network design, installation, operation and upgrade information and schedules (including, without limitation, information about outages and planned maintenance); invoices; and the parties’ communications regarding such items.

1.5 “**Customer-Provided Equipment**” means any and/or all facilities, equipment, supplies, Ethernet broadband router, cables, wires, and/or devices supplied by Customer for use in connection with the Services.

1.6 “**Monthly Recurring Charge(s)**” or “**MRC(s)**” means any and/or all monthly recurring fees and charges that are identified in the “Monthly Total” on a Service Order Form (SOF), including (if identified), without limitation, charges associated with the Services or the use of the Company Equipment, set-up or activation fees, re-activation fees, minimum fees, technical support, maintenance and repair, and applicable federal, state, and local taxes, fees, surcharges and recoupments.

1.7 **“Non-Recurring Charge(s)” or “NRC(s)”** means any and/or all one-time-only fees and charges associated with the establishment, provisioning, calibration, and/or installation of Services as identified in an SOF.

1.8 **“Service(s)”** means any and/or all service(s) set forth in an SOF.

1.9 **“Service Commencement Date”** means the date(s) on which the Company first makes available Service(s) for use by Customer, as set forth in a Notice of Availability.

1.10 **“Service Order Form(s)” or “SOF”** means a request by Customer in the form of Exhibit A hereto for the Company to provide Services to a Service Location(s) identified by Customer on such SOF.

1.11 **“Service Location(s)”** means the Customer location(s) where the Company provides Services.

1.12 **“Service Term”** means the duration of time (commencing on the Service Commencement Date and including any Service Renewal Term) Customer receives Services, as specified in an SOF, and renewals thereof.

1.13 **“Taxes”** means any and all federal, state, and/or local taxes (including any taxes that may be characterized as fees, tariffs, charges, surcharges, and the like) that may be levied or assessed upon the Company Equipment or Services provided to Customer.

2. **TERM**

2.1 **Commencement.** This Agreement shall be effective on the date it is executed by the Parties and shall continue, unless earlier terminated properly under the terms hereof, until the termination of the last effective Service Order Form entered into under or pursuant to this Agreement. The Service Term of each SOF shall commence on the Service Commencement Date set forth in such SOF and shall continue, unless earlier terminated under the terms hereof, until the end of the Service Term specified in such SOF (the **“Initial Service Term”**); provided that, Service Terms may be renewed for a further Service Term (**“Renewal Service Term”**) as specified in written SOFs agreed upon by the Parties.

2.2 **Termination by Customer Prior to Service Commencement Date.** If Customer delivers a notice of its desire to terminate this Agreement, for reason other than the Company’s material default hereunder, prior to the Service Commencement Date: (a) the Company shall retain any fees, charges, or other amounts paid to the Company by customer prior to such termination; (b) Customer shall return any Company Equipment in its possession at that time; and (c) Customer shall reimburse or pay the Company any and all specifically written, identified and accounted for costs and/or expenses incurred by or owed to the Company in connection with Customer’s ordering such Services; provided that, failure of Company to properly document such costs and expenses shall preclude payment therefor.

2.3 **Termination by Agreement.** The Parties may mutually agree in writing to terminate this Agreement at any time.

2.4 **Termination for Breach or Default.** (a) If Customer is in breach or default of any term or obligation under this Agreement (1) due to a failure to pay any amount that is both due to the Company hereunder and not the subject of a good faith dispute regarding taxes and fees under Section 4.9 hereof, and fails to cure such breach within fifteen (15) days after written notice of such breach or default, or (2) due to another default hereunder, and fails to cure such default within thirty (30) days after Customer's receipt of a notice of default, Customer shall (3) pay the Company all accrued amounts due prior to Customer's breach within thirty (30) days, and (4) return any the Company Equipment in its possession at that time; and the Company may, in its discretion, terminate this Agreement; terminate or suspend Service under some or all of any outstanding Service Order Form(s); require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Order Form(s) as a condition of continuing to provide Services to Customer; and/or seek any other recourse or remedy available to the Company under this Agreement, or at law or equity.

(b) If the Company is in breach or default of any term or obligation under this Agreement and fails to cure such breach within thirty (30) days after the Company's receipt of Customer's written notice of default, Customer may terminate this Agreement and shall return any the Company Equipment in its possession at that time, and the Company shall promptly refund to Customer the amount equal to the MRC paid for such month in which the Company's breach occurred, subject to proration as of the date of such breach. In the event Customer desires that Company remove its Company Equipment at any Service Location(s) and Company fails to do so within forty-five (45) days after notice, Customer shall have the right to remove the Company Equipment without accounting for it to Company, or secure orders or judgments of a court to do so. In such event, Customer shall be entitled to all remedies available at law or in equity, and shall recover from Company its costs of removal together with the costs and expenses incurred in connection with any court action.

2.5 **Effect of Expiration or Termination of the Agreement or a Service Order Form(s).** Upon the expiration or termination of a Service Order Form for any reason, the Company may, at its discretion, disconnect/terminate the applicable Service to Customer; and Customer shall permit the Company access to all Service Locations to allow it to retrieve any and all the Company Equipment. If Customer fails to grant such access, or if the retrieved Company Equipment has been damaged and/or destroyed other than by the Company or its agents, normal wear and tear excepted, the Company may invoice Customer for the depreciated value of the relevant Company Equipment. In the event Company deletes an Customer data, files, electronic messages, voicemail or other information that may be stored on Company's servers without the express written permission of Customer, the Company shall pay Customer for all liabilities that Customer may incur arising out of violation of the Illinois Local Records Act, which prohibits the destruction of governmental body records, except upon compliance with certain requirements.

3. **SERVICES, EQUIPMENT, AND INSTALLATION**

3.1. **Orders.** Customer shall request Service by submitting to the Company a properly completed Service Order Form (SOF) either in writing to one of the Company's Customer's Service Locations; or if available, through the Company's electronic order processing system. A SOF shall become binding on the Parties only when the Company accepts the SOF by delivering written notice to the Customer. By executing a SOF, Customer represents and warrants that: (a) Customer is legally authorized to purchase, receive and use the Services and the Company Equipment (if applicable) at the Service Location; (b) Customer is fully authorized to enter into and perform and fulfill its obligations under this Agreement; and (c) that the information Customer supplies to the Company in or in connection with the SOF is

correct, accurate and complete in all material respects. A single SOF containing multiple Service Locations or Services may have multiple or different Service Commencement Dates; provided that, any discrepancy or disagreement between the Parties concerning a Service's or SOF's termination date shall be deemed the latest date stated in the applicable SOF.

4. **CHARGES, BILLING, AND PAYMENT.**

4.1 **Non-recurring Charges.** Non-recurring charges (NRCs) shall be billed to and paid by Customer upon execution of the Service Order Form requesting the NRC; provided that Company performs the Services associated therewith.

4.2 **Monthly Recurring Charges.** Monthly Recurring Charges (MRCs) or Service(s) commence begin on the Service Commencement Date. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a prorated charge for the Services, from the date of installation to the first day of the new billing period. For all later periods, Customer shall be billed the MRC in advance on a monthly basis for Services to be rendered. Customer shall pay all MRCs for Services within thirty (30) days of the date of the invoice for such MRCs or Services in accordance with the Prompt Payment Act (Act). Customer's failure to pay all undisputed MRCs due and owing within thirty (30) days of the date of such invoice shall be deemed to constitute a default under this Agreement

4.3 **Right to Increase Monthly Recurring Charges.** The Company and Customer may agree in writing to increase the MRC for any Service effective upon the end of such Service's Initial or Renewal Service Term; provided that, the Company gives Customer written or electronic notice of such proposed increase at least sixty (60) days prior to the end of the then-applicable Service Term; and provided further that, the Customer shall have the right to terminate the Agreement or the Service Order Form subject to the MRC increase at least thirty (30) days prior to the end of the then current Service Term as set forth in Section 2.1 hereof.

4.4 **Third-Party Charges.** If the Company shall determine, during the installation or provision of Services, that services of a third-party are required to provide Services to Customer (such as, without limitation, a third party's data transport services), it shall advise the Customer of such need, provide information regarding the costs associated therewith and, unless the Customer objects in writing within fifteen (15) days after so advising, the Company shall pass through to and charge the Customer for any third-party service charges separate and apart from the NRC or MRC charged by the Company. All such charges and fees, including all applicable taxes (if any), shall be Customer's responsibility.

4.5 **Other Charges.** All charges, costs and fees incurred by the Company in providing Services to Customer, other than NRC, MRC and third-party charges, shall be billed to Customer monthly in arrears. Customer shall make timely payment to the Company for all invoiced amounts in accordance with the Act.

4.6 **Late Payments.** Any undisputed payment shall be paid in accordance with the Act, and if not made when due shall incur interest equal to one percent (1.00%) per month, until paid in full pursuant to the Act.

4.7 **Partial Payments.** Partial payment of any billing invoice will be applied to the Customer's outstanding charges in the amounts and proportions as determined by the Company in its discretion. Acceptance of partial payment(s) by the Company shall not constitute a waiver of any rights to collect the full balance owed under this Agreement.

4.8 **Taxes and Fees.** Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated), including those that are applicable retroactively.

4.9 **Billing Disputes.** Any billing disputes shall be addressed pursuant to and governed by the Act.

4.10 **Company's Right of Offset.** If Customer defaults on any payment obligation owed to the Company under this Agreement and the Company has funds or credits that are owed to Customer, the Company may offset that which it is owed by first applying such funds or credit to the full balance owed by Customer.

4.11 **Change of Billing Information.** Customer agrees to promptly notify the Company in writing whenever Customer's billing information changes.

5. **INSURANCE**

5.1 **Insurance.** Company shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Customer. All insurance coverage provided by Company shall be primary insurance as to Customer. Any insurance or self-insurance maintained by Customer shall be in excess of Company's insurance and shall not contribute with it. Customer, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insureds under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause and shall contain appropriate endorsements, extensions or riders necessary to assure coverage. Company shall provide a certificate of such insurance as may be applicable from time to time, identifying the coverages and information required herein. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to Customer. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for Customer to immediately terminate this Agreement with no further rights afforded Company. At its option, Customer may continue such insurance at its cost and obtain reimbursement and repayment thereof from Company. In such event, Company shall pay the amount due within ten (10) days of payment by Customer. The Parties acknowledge that Company may from time to time change insurers; provided that, Customer shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change. Failure of Customer to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Customer to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance. Company shall maintain in effect at its sole expense workers' compensation insurance that complies with applicable state and federal law.

6. INDEMNIFICATION

6.1 **Indemnification by Customer.** Customer shall indemnify, defend and hold harmless Company and any of its directors, officers, employees, agents, and representatives from and against any and all liability, claims, losses, costs, causes of action, demands, expenses, suits, and judgments, including without limitation, costs of responding to demands, in whatever form that may take, with respect to any claim made against Company that arises solely from an act, failure or omission on the part of Customer, or any of its commissioners, officers, employees, representatives and agents in performing the terms of this Agreement.

6.2 **Indemnification by Company.** Company shall indemnify, defend, and hold harmless Customer, its commissioners, officers, employees, representatives and agents from and against any and all claims, losses, costs, expenses (including attorneys' fees), injuries, demands, damages, actions, suits and / or proceedings, whether civil, criminal, administrative, or investigative (collectively, "**Claims**") related to or arising out of: (a) damage to tangible personal property or real property, and personal injuries (including death) resulting directly from the Company's act, error or omission related to installing and maintaining Company Equipment or providing Services at Customer's Service Location(s); (b) the Company's breach of any term, condition, representation, warranty, duty, and/or obligations in the Agreement; and/or (c) infringement of a patent or copyright, trademark, trade name, service mark or other intellectual property right of a third party resulting solely from the Company's providing Services other than Claims arising from a modification of such Service, Equipment or software by Customer, or Customer's use of such Equipment or software in conjunction or combination with any other equipment, software or service. Customer shall notify the Company as promptly as reasonably practicable of any such Claim, and reasonably cooperate with the Company to facilitate the defense or settlement of such Claims. The Company shall have the right to control the defense or prosecution of any claim in connection with this indemnification, but may not settle such Claims without Customer's consent, unless Customer is fully released from any and all claims and liabilities as a result of such settlement. If the Company fails promptly to assume the defense or prosecution of a Claim after receipt of such notice, Customer shall have the right to undertake and assume the defense or prosecution of such Claim at the Company's expense.

7. CONFIDENTIAL INFORMATION AND PRIVACY

7.1 **Disclosure and Use.** All Confidential Information shall be kept by the Party receiving the Confidential Information (the "**Receiving Party**") in strict confidence and shall not be disclosed to any third party without the express written consent of the Party disclosing the Confidential Information (the "**Disclosing Party**"). Notwithstanding the foregoing, such Confidential Information may be disclosed: to the Receiving Party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using Services, rendering Services, and marketing related products and services; provided that, in all cases the Receiving Party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure; or as otherwise authorized by this Agreement.

7.2 **Exceptions.** Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (a) can be shown by the Receiving Party to have already been known to the Receiving Party without a pre-existing restriction as to disclosure; (b) is or becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for

release by written authorization of the Disclosing Party; (d) is developed independently by the Receiving Party without use of the Disclosing Party's Confidential Information; or (e) is required to be disclosed by law or regulation.

7.3 **Monitoring.** The Company shall have not have any obligation to monitor usage of Services made in connection with this Agreement; provided that, Customer acknowledges and agrees that the Company shall have the right to monitor any usage from time to time and to use and disclose such usage data and information in accordance with this Agreement, as required by law or government request, and as is appropriate to allow the Company to properly administer and maintain the Company Network.

8. **MISCELLANEOUS TERMS**

8.1 **Force Majeure.** Notwithstanding any other provision herein or in an SOF, neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by *force majeure* conditions such as, without limitation, acts of God, fire, explosion, power blackout, cable cut, acts of terrorism or war, epidemic, acts of regulatory, utility, or governmental agencies, unavailability of rights of way, spectrum interference, electrical storms, electromagnetic interference caused by the Sun or other sources, heavy precipitation, excessive weather conditions, unavailability of services or materials upon which the Services rely, or other causes beyond the nonperforming Party's reasonable control; provided that, except as otherwise set forth in this Agreement, Customer's obligation to pay for Services provided shall not be excused or delayed by any *force majeure*, unless such *force majeure* condition persists for a period in excess of five (5) days.

8.2 **Assignment and Transfer.** A Party is prohibited from assigning any right, obligation, interest or duty hereunder or herein, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. All obligations and duties of the Parties under this Agreement shall be binding on all permitted successors in interest and assigns.

8.3 **Notices.** Any notices or other communications contemplated or required by this Agreement, shall be in writing (unless electronic notice is expressly permitted herein) and delivered via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested (a) to Customer when sent to the billing address last given to the Company by Customer, and (b) to the Company when sent to 602 High Point Lane, East Peoria, IL 61611, Attn: Customer Service Department, or such other address as is later provided in writing by the Company to Customer. Each Party shall notify the other Party in writing of any change in the other Party's mailing address. All such notices shall be deemed given and effective on the day after such notice is sent via electronic delivery (where permitted hereunder) or overnight courier service, the date of personal delivery, or three days after such notice is sent via U.S. Certified Mail, as the case may be.

8.4 **Entire Understanding.** This Agreement between Customer and the Company constitutes the entire understanding of the parties related to the subject matter hereof, and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to the Services. If there is a conflict between a Service Order Form(s) or this Agreement, the Service Order Form(s) shall control. No modifications, amendments, supplements to, or waivers of this Agreement shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

8.5 **Construction/Severability.** In the event any section or portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties; provided that, if the Parties fail to replace such section or portion, the remainder of this Agreement shall nevertheless remain in full force and effect.

8.6 **Survival.** The enforceability and effectiveness of Sections 1, 5, 6 and 7 hereof shall survive termination or expiration of this Agreement or any Service Order Form.

8.7 **Governing Law and Venue.** The laws of the State of Illinois shall govern the construction, interpretation, and performance of this Agreement, without regard to such State conflict of laws provisions. Any litigation or dispute related to this Agreement shall be brought in either state or federal courts located in Champaign County, IL. A Party shall not submit a motion to dismiss or transfer any case filed in accordance with this Agreement on the basis of improper venue, personal jurisdiction, or for the convenience of any Party or witness.

8.8 **No Waiver.** No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).

8.9 **No Agency.** Neither Party is an agent, representative, joint venturer or partner of the other Party. This Agreement shall not be interpreted or construed to create any association, agency, joint venture, or partnership between the Parties.

8.10 **Headings and Pronouns.** The headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. The singular form denotes the plural and the masculine form denotes the feminine or neuter wherever appropriate.

8.11 **No Third Party Beneficiary.** Neither this Agreement nor any provision of the Services hereunder shall be construed to create any duty or obligation on the part of the Parties to any third parties. This Agreement does not provide any third party with any right, privilege, remedy, claim, or cause of action against the Parties, or any of their respective affiliates, commissioners, directors, officers, employees, agents, representatives, or volunteers.

8.12 **No Interest in Real Property.** Company disclaims and otherwise relinquishes any and all interest in real property ever claimed or that might have been or could be claimed with regard to the real estate of Customer upon or wherein the System has been or will be installed.

8.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. It shall not be necessary that any single counterpart be executed by all Parties so long as at least one (1) counterpart is executed by each Party. A facsimile, portable document format (PDF) copy, photocopy, or other electronic form of any signature shall have the same force and effect as an original.

8.14 **Authority to Execute.** Each person or entity respectively executing this Agreement represents that he/she/it is, as the case may be, competent or duly organized and authorized

to execute it. Each person executing this Agreement on behalf of any entity represents that he or she has been authorized to execute it on behalf of such entity.

IN WITNESS WHEREOF, the Company and Customer agree to the terms and conditions of this Agreement effective on the date first above written.

THE COMPANY

iTV-3, LLC

602 High Point Lane

East Peoria, IL 61611

support@i3broadband.com

By: _____

Name: Pam Marti

Its: Business Sales Executive

Date: _____

CUSTOMER

Champaign Park District _____

Address: _____

City, State, Zip: _____

Email: _____

By: _____

Name: _____

Its: _____

Date: _____



Sales Person: Pam Marti
 Sales Person Phone: 217-202-0000
 Sales Person E-Mail: pam.marti@i3broadband.com
 Sales Person Fax: 217-530-0011

Service Order Form

COMPANY INFORMATION	PRIMARY CONTACT INFORMATION
Company Name: Champaign Park District Business Type/State Registration: Municipal IL Service Address: 706 Kenwood Rd (Bresnan Center) 301 N Randolph St (Springer) 2307 W Sangamon Dr (Leonhard) 1311 W Church St (Hays) 203 W Park Ave (Virginia) 2802 W Farber Dr (Dodds) 512 E Grove St (Douglass)	Name: Kevin Weaver Business Phone: 2178415144 Email Address: kevin.weaver@champaignparks.org Billing Contact: Tammy Hoggat Business Phone: (217) 819-3823 Rate Market: Champaign

Term	36	Months
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Type	Qty	Service	Each	Per Month	One-Time Charge
Internet - Fiber					
706 Kenwood Rd (Bresnan) TLS	1	500Mbps/500Mbps	\$369.95	\$369.95	FREE
706 Kenwood Rd (Bresnan)	1	200Mbps/200Mbps	\$294.95	\$294.95	FREE
706 Kenwood Rd (Bresnan) Public Internet	1	500Mbps/500Mbps	\$294.95	\$294.95	FREE
301 N Randolph St (Springer) TLS	1	100Mbps/100Mbps	\$169.95	\$169.95	FREE
1311 W Church St (Hays) TLS	1	100Mbps/100Mbps	\$169.95	\$169.95	FREE
203 W Park Ave (Virginia) TLS	1	500Mbps/500Mbps	\$369.95	\$369.95	FREE
2802 W Farber Dr (Dodds) TLS	1	100Mbps/100Mbps	\$169.95	\$169.95	FREE
512 E Grove St (Douglass) TLS	1	100Mbps/100Mbps	\$169.95	\$169.95	FREE
2307 W Sangamon (Leonhard) TLS	1	500Mbps/500Mbps	\$369.95	\$369.95	FREE
TOTAL				\$2,379.55	\$0.00

Static IP Blocks					
	Description	Quantity of Routable IP's	Total IP's	Each	
	/30	1	4	\$14.99	
	/29	5	8	\$24.99	
	/28	13	16	\$34.99	
	/27	29	32	\$44.99	
	/26	61	64	\$54.99	
	/25	125	128	\$64.99	
	/24	253	255	\$79.99	
Each of the 3 Non-Routable IP's in any block are used for: 1) Gateway 2) Broadcast 3) Network					
TOTAL				\$0.00	\$0.00

Payment Type					
	Qty	Description	Each	Per Month	One-Time Charge
	1	Auto Deduct (Checking/Savings)	\$0.00	\$0.00	FREE
		Auto Deduct (Credit/Debit)	\$2.50	\$0.00	
		No Autopay	\$5.00	\$0.00	
		Generate 1st Bill Invoice to:	\$0.00	\$0.00	
TOTAL				\$0.00	\$0.00

Monthly Billing					
	Qty	Description	Each	Per Month	One-Time Charge
	1	E-Mail Bill	\$0.00	\$0.00	FREE
		Paper Billing	\$5.00		
TOTAL				\$0.00	\$0.00

Miscellaneous					
	Qty	Description	Each	Per Month	One-Time Charge
	7	Installation (One Per Location)	\$99.95		\$699.65
TOTAL				\$0.00	\$699.65

Promotions					
	Qty	Description	Each	Per Month	One-Time Charge
	7	Custom Installation Promotion	-\$699.65		-\$699.65
		Recurring Promotion - Free Set Top Boxes		\$0.00	
TOTAL				\$0.00	-\$699.65

Notes					
			Per Month	One-Time Activation	
			\$2,379.55	\$0.00	



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 7, 2018

SUBJECT: Fiber Services in Champaign Park District Select Parks

Background

At the August 22, 2018 Special Meeting, the Board reviewed the options for fiber services to five Park District parks.

There has been a growing need to expand fiber services into some of the Park District's most active parks. Zahnd and Dodds Parks have concession stands that depend on internet services through a Verizon hot spot connection to allow staff to clock in/out and for credit card transactions. These services have not been reliable and staff have received several complaints about the amount of time it takes to run a credit card transactions. Placing fiber in these locations as well as Hessel Park, West Side Park and the Dog Park would allow staff to install security measures, access control on gates and bathroom doors that could be opened and closed from a remote site, saving staff time and travel to and from these locations. The fiber service will additionally allow guest Wi-Fi for park users. Eventually lights and other network reliant equipment could be added if fiber were available. This issue has not been presented to the Board in the past as the cost estimates to bring fiber to those locations have been cost prohibitive.

Upon advice from legal counsel, IT technology services are an exception to bidding requirements and may be awarded without bidding, therefore staff have obtained quotes rather than bids for these services.

Consolidated Communications provided quotes to bring fiber services to four parks including Zahnd Park, Dodds Park, West Side Park and the Dog Park. With a five year agreement for \$1,000 per month. In addition, Consolidated offered a partnership agreement with the Park District to provide \$5,000 per year for each of the five years of the agreement. The cost over five years is \$60,000 minus the \$25,000 partnership for a total of \$35,000. The fiber lines would continue to be owned by Consolidated Communications.

i3 quoted an offer to bring fiber services into five parks Zahnd Park, Dodds Park, West Side Park, Dog Park and Hessel Park. The quote includes an initial investment of \$15,979.50 and \$479.75 per month for 18 months, and after 18 months the recurring charge would be set to \$0 in exchange for i3 signage in the parks. Tasteful signage will be defined within an agreement that will be approved by the Board. i3 would like the Park District to leave signage up, however there is no requirement after the initial 18 month period.

Both companies have stated the service to the parks is contingent on an agreement to provide service to the Park District facilities.

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.

Prior Board Action

None.

Budget Impact

No funds are included in the FY19 budget for this, however the savings used from the fiber change to i3 if approved would allow for this purchase. Any additional funds would need to come out of the technology funds or contingency over the next 18 months. If the Board approved the addition of fiber services to the five recommended parks provided by i3 Broadband, the total cost would be \$24,615.00 for as long as the Park District is willing to have i3 signage in the parks.

Recommended Action

Staff recommend approving an agreement between the Park District and i3 Broadband to provide fiber services to five Park District parks and authorizing the Executive Director to execute the agreement upon final review by legal counsel.

Prepared by:

Reviewed by:

Tammy V. Hoggatt, SPHR, SHRM-SCP
Director of HR, IT and Risk

Joe DeLuce, CPRP
Executive Director



This **Master Services Agreement** (with its associated Service Order Forms (SOFs), the "**Agreement**") is entered into this ___day of ___, 2018, by and between Champaign Park District, a Municipal Corporation ("**Customer**") and iTV-3, LLC, a Delaware limited liability company d/b/a "i3 Broadband" (the "**Company**" with each of Customer and the Company being referred to herein as a "Party" and together as the "Parties"):

1. **DEFINITIONS**

1.1 "**Company Equipment**" means any and all facilities, equipment, or devices provided by the Company or its authorized subcontractors at the Service Location(s) that are used to deliver any of the Services, including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks.

1.2 "**Company Network**" means the telecommunications/data communications network and network components owned, operated, or controlled by the Company, including the Company's metropolitan area networks, facilities, and the Company's Equipment at the Service Location(s). The Company Network does not include network equipment not operated or controlled by the Company.

1.3 "**Company Website**" means any website owned or operated by the Company including the URL located at <http://www.i3broadband.com>.

1.4 "**Confidential Information**" means all information regarding either Party's business which has been defined, marked, or is otherwise communicated, as being "proprietary" or "confidential," or which reasonable business people would consider to be of a proprietary or confidential nature to a party. Without limiting the generality of the foregoing, Confidential Information shall include, even if not so defined or marked, this Agreement (but not its existence); all Licensed Software; promotional and marketing materials; proposals; quotes; rate information; discount information; subscriber information; network design, installation, operation and upgrade information and schedules (including, without limitation, information about outages and planned maintenance); invoices; and the parties' communications regarding such items.

1.5 "**Customer-Provided Equipment**" means any and/or all facilities, equipment, supplies, Ethernet broadband router, cables, wires, and/or devices supplied by Customer for use in connection with the Services.

1.6 "**Monthly Recurring Charge(s)**" or "**MRC(s)**" means any and/or all monthly recurring fees and charges that are identified in the "Monthly Total" on a Service Order Form (SOF), including (if identified), without limitation, charges associated with the Services or the use of the Company Equipment, set-up or activation fees, re-activation fees, minimum fees, technical support, maintenance and repair, and applicable federal, state, and local taxes, fees, surcharges and recoupments.

1.7 **“Non-Recurring Charge(s)” or “NRC(s)”** means any and/or all one-time-only fees and charges associated with the establishment, provisioning, calibration, and/or installation of Services as identified in an SOF.

1.8 **“Service(s)”** means any and/or all service(s) set forth in an SOF.

1.9 **“Service Commencement Date”** means the date(s) on which the Company first makes available Service(s) for use by Customer, as set forth in a Notice of Availability.

1.10 **“Service Order Form(s)” or “SOF”** means a request by Customer in the form of Exhibit A hereto for the Company to provide Services to a Service Location(s) identified by Customer on such SOF.

1.11 **“Service Location(s)”** means the Customer location(s) where the Company provides Services.

1.12 **“Service Term”** means the duration of time (commencing on the Service Commencement Date and including any Service Renewal Term) Customer receives Services, as specified in an SOF, and renewals thereof.

1.13 **“Taxes”** means any and all federal, state, and/or local taxes (including any taxes that may be characterized as fees, tariffs, charges, surcharges, and the like) that may be levied or assessed upon the Company Equipment or Services provided to Customer.

2. **TERM**

2.1 **Commencement.** This Agreement shall be effective on the date it is executed by the Parties and shall continue, unless earlier terminated properly under the terms hereof, until the termination of the last effective Service Order Form entered into under or pursuant to this Agreement. The Service Term of each SOF shall commence on the Service Commencement Date set forth in such SOF and shall continue, unless earlier terminated under the terms hereof, until the end of the Service Term specified in such SOF (the **“Initial Service Term”**); provided that, Service Terms may be renewed for a further Service Term (**“Renewal Service Term”**) as specified in written SOFs agreed upon by the Parties.

2.2 **Termination by Customer Prior to Service Commencement Date.** If Customer delivers a notice of its desire to terminate this Agreement, for reason other than the Company’s material default hereunder, prior to the Service Commencement Date: (a) the Company shall retain any fees, charges, or other amounts paid to the Company by customer prior to such termination; (b) Customer shall return any Company Equipment in its possession at that time; and (c) Customer shall reimburse or pay the Company any and all specifically written, identified and accounted for costs and/or expenses incurred by or owed to the Company in connection with Customer’s ordering such Services; provided that, failure of Company to properly document such costs and expenses shall preclude payment therefor.

2.3 **Termination by Agreement.** The Parties may mutually agree in writing to terminate this Agreement at any time.

2.4 **Termination for Breach or Default.** (a) If Customer is in breach or default of any term or obligation under this Agreement (1) due to a failure to pay any amount that is both due to the Company hereunder and not the subject of a good faith dispute regarding taxes and fees under Section 4.9 hereof, and fails to cure such breach within fifteen (15) days after written notice of such breach or default, or (2) due to another default hereunder, and fails to cure such default within thirty (30) days after Customer's receipt of a notice of default, Customer shall (3) pay the Company all accrued amounts due prior to Customer's breach within thirty (30) days, and (4) return any the Company Equipment in its possession at that time; and the Company may, in its discretion, terminate this Agreement; terminate or suspend Service under some or all of any outstanding Service Order Form(s); require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Order Form(s) as a condition of continuing to provide Services to Customer; and/or seek any other recourse or remedy available to the Company under this Agreement, or at law or equity.

(b) If the Company is in breach or default of any term or obligation under this Agreement and fails to cure such breach within thirty (30) days after the Company's receipt of Customer's written notice of default, Customer may terminate this Agreement and shall return any the Company Equipment in its possession at that time, and the Company shall promptly refund to Customer the amount equal to the MRC paid for such month in which the Company's breach occurred, subject to proration as of the date of such breach. In the event Customer desires that Company remove its Company Equipment at any Service Location(s) and Company fails to do so within forty-five (45) days after notice, Customer shall have the right to remove the Company Equipment without accounting for it to Company, or secure orders or judgments of a court to do so. In such event, Customer shall be entitled to all remedies available at law or in equity, and shall recover from Company its costs of removal together with the costs and expenses incurred in connection with any court action.

2.5 **Effect of Expiration or Termination of the Agreement or a Service Order Form(s).** Upon the expiration or termination of a Service Order Form for any reason, the Company may, at its discretion, disconnect/terminate the applicable Service to Customer; and Customer shall permit the Company access to all Service Locations to allow it to retrieve any and all the Company Equipment. If Customer fails to grant such access, or if the retrieved Company Equipment has been damaged and/or destroyed other than by the Company or its agents, normal wear and tear excepted, the Company may invoice Customer for the depreciated value of the relevant Company Equipment. In the event Company deletes an Customer data, files, electronic messages, voicemail or other information that may be stored on Company's servers without the express written permission of Customer, the Company shall pay Customer for all liabilities that Customer may incur arising out of violation of the Illinois Local Records Act, which prohibits the destruction of governmental body records, except upon compliance with certain requirements.

3. **SERVICES, EQUIPMENT, AND INSTALLATION**

3.1. **Orders.** Customer shall request Service by submitting to the Company a properly completed Service Order Form (SOF) either in writing to one of the Company's Customer's Service Locations; or if available, through the Company's electronic order processing system. A SOF shall become binding on the Parties only when the Company accepts the SOF by delivering written notice to the Customer. By executing a SOF, Customer represents and warrants that: (a) Customer is legally authorized to purchase, receive and use the Services and the Company Equipment (if applicable) at the Service Location; (b) Customer is fully authorized to enter into and perform and fulfill its obligations under this Agreement; and (c) that the information Customer supplies to the Company in or in connection with the SOF is

correct, accurate and complete in all material respects. A single SOF containing multiple Service Locations or Services may have multiple or different Service Commencement Dates; provided that, any discrepancy or disagreement between the Parties concerning a Service's or SOF's termination date shall be deemed the latest date stated in the applicable SOF.

4. **CHARGES, BILLING, AND PAYMENT.**

4.1 **Non-recurring Charges.** Non-recurring charges (NRCs) shall be billed to and paid by Customer upon execution of the Service Order Form requesting the NRC; provided that Company performs the Services associated therewith.

4.2 **Monthly Recurring Charges.** Monthly Recurring Charges (MRCs) or Service(s) commence begin on the Service Commencement Date. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a prorated charge for the Services, from the date of installation to the first day of the new billing period. For all later periods, Customer shall be billed the MRC in advance on a monthly basis for Services to be rendered. Customer shall pay all MRCs for Services within thirty (30) days of the date of the invoice for such MRCs or Services in accordance with the Prompt Payment Act (Act). Customer's failure to pay all undisputed MRCs due and owing within thirty (30) days of the date of such invoice shall be deemed to constitute a default under this Agreement

4.3 **Right to Increase Monthly Recurring Charges.** The Company and Customer may agree in writing to increase the MRC for any Service effective upon the end of such Service's Initial or Renewal Service Term; provided that, the Company gives Customer written or electronic notice of such proposed increase at least sixty (60) days prior to the end of the then-applicable Service Term; and provided further that, the Customer shall have the right to terminate the Agreement or the Service Order Form subject to the MRC increase at least thirty (30) days prior to the end of the then current Service Term as set forth in Section 2.1 hereof.

4.4 **Third-Party Charges.** If the Company shall determine, during the installation or provision of Services, that services of a third-party are required to provide Services to Customer (such as, without limitation, a third party's data transport services), it shall advise the Customer of such need, provide information regarding the costs associated therewith and, unless the Customer objects in writing within fifteen (15) days after so advising, the Company shall pass through to and charge the Customer for any third-party service charges separate and apart from the NRC or MRC charged by the Company. All such charges and fees, including all applicable taxes (if any), shall be Customer's responsibility.

4.5 **Other Charges.** All charges, costs and fees incurred by the Company in providing Services to Customer, other than NRC, MRC and third-party charges, shall be billed to Customer monthly in arrears. Customer shall make timely payment to the Company for all invoiced amounts in accordance with the Act.

4.6 **Late Payments.** Any undisputed payment shall be paid in accordance with the Act, and if not made when due shall incur interest equal to one percent (1.00%) per month, until paid in full pursuant to the Act.

4.7 **Partial Payments.** Partial payment of any billing invoice will be applied to the Customer's outstanding charges in the amounts and proportions as determined by the Company in its discretion. Acceptance of partial payment(s) by the Company shall not constitute a waiver of any rights to collect the full balance owed under this Agreement.

4.8 **Taxes and Fees.** Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated), including those that are applicable retroactively.

4.9 **Billing Disputes.** Any billing disputes shall be addressed pursuant to and governed by the Act.

4.10 **Company's Right of Offset.** If Customer defaults on any payment obligation owed to the Company under this Agreement and the Company has funds or credits that are owed to Customer, the Company may offset that which it is owed by first applying such funds or credit to the full balance owed by Customer.

4.11 **Change of Billing Information.** Customer agrees to promptly notify the Company in writing whenever Customer's billing information changes.

5. **INSURANCE**

5.1 **Insurance.** Company shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Customer. All insurance coverage provided by Company shall be primary insurance as to Customer. Any insurance or self-insurance maintained by Customer shall be in excess of Company's insurance and shall not contribute with it. Customer, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insureds under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause and shall contain appropriate endorsements, extensions or riders necessary to assure coverage. Company shall provide a certificate of such insurance as may be applicable from time to time, identifying the coverages and information required herein. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to Customer. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for Customer to immediately terminate this Agreement with no further rights afforded Company. At its option, Customer may continue such insurance at its cost and obtain reimbursement and repayment thereof from Company. In such event, Company shall pay the amount due within ten (10) days of payment by Customer. The Parties acknowledge that Company may from time to time change insurers; provided that, Customer shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change. Failure of Customer to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Customer to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance. Company shall maintain in effect at its sole expense workers' compensation insurance that complies with applicable state and federal law.

6. INDEMNIFICATION

6.1 **Indemnification by Customer.** Customer shall indemnify, defend and hold harmless Company and any of its directors, officers, employees, agents, and representatives from and against any and all liability, claims, losses, costs, causes of action, demands, expenses, suits, and judgments, including without limitation, costs of responding to demands, in whatever form that may take, with respect to any claim made against Company that arises solely from an act, failure or omission on the part of Customer, or any of its commissioners, officers, employees, representatives and agents in performing the terms of this Agreement.

6.2 **Indemnification by Company.** Company shall indemnify, defend, and hold harmless Customer, its commissioners, officers, employees, representatives and agents from and against any and all claims, losses, costs, expenses (including attorneys' fees), injuries, demands, damages, actions, suits and / or proceedings, whether civil, criminal, administrative, or investigative (collectively, "**Claims**") related to or arising out of: (a) damage to tangible personal property or real property, and personal injuries (including death) resulting directly from the Company's act, error or omission related to installing and maintaining Company Equipment or providing Services at Customer's Service Location(s); (b) the Company's breach of any term, condition, representation, warranty, duty, and/or obligations in the Agreement; and/or (c) infringement of a patent or copyright, trademark, trade name, service mark or other intellectual property right of a third party resulting solely from the Company's providing Services other than Claims arising from a modification of such Service, Equipment or software by Customer, or Customer's use of such Equipment or software in conjunction or combination with any other equipment, software or service. Customer shall notify the Company as promptly as reasonably practicable of any such Claim, and reasonably cooperate with the Company to facilitate the defense or settlement of such Claims. The Company shall have the right to control the defense or prosecution of any claim in connection with this indemnification, but may not settle such Claims without Customer's consent, unless Customer is fully released from any and all claims and liabilities as a result of such settlement. If the Company fails promptly to assume the defense or prosecution of a Claim after receipt of such notice, Customer shall have the right to undertake and assume the defense or prosecution of such Claim at the Company's expense.

7. CONFIDENTIAL INFORMATION AND PRIVACY

7.1 **Disclosure and Use.** All Confidential Information shall be kept by the Party receiving the Confidential Information (the "**Receiving Party**") in strict confidence and shall not be disclosed to any third party without the express written consent of the Party disclosing the Confidential Information (the "**Disclosing Party**"). Notwithstanding the foregoing, such Confidential Information may be disclosed: to the Receiving Party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using Services, rendering Services, and marketing related products and services; provided that, in all cases the Receiving Party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure; or as otherwise authorized by this Agreement.

7.2 **Exceptions.** Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (a) can be shown by the Receiving Party to have already been known to the Receiving Party without a pre-existing restriction as to disclosure; (b) is or becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for

release by written authorization of the Disclosing Party; (d) is developed independently by the Receiving Party without use of the Disclosing Party's Confidential Information; or (e) is required to be disclosed by law or regulation.

7.3 **Monitoring.** The Company shall have not have any obligation to monitor usage of Services made in connection with this Agreement; provided that, Customer acknowledges and agrees that the Company shall have the right to monitor any usage from time to time and to use and disclose such usage data and information in accordance with this Agreement, as required by law or government request, and as is appropriate to allow the Company to properly administer and maintain the Company Network.

8. **MISCELLANEOUS TERMS**

8.1 **Force Majeure.** Notwithstanding any other provision herein or in an SOF, neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by *force majeure* conditions such as, without limitation, acts of God, fire, explosion, power blackout, cable cut, acts of terrorism or war, epidemic, acts of regulatory, utility, or governmental agencies, unavailability of rights of way, spectrum interference, electrical storms, electromagnetic interference caused by the Sun or other sources, heavy precipitation, excessive weather conditions, unavailability of services or materials upon which the Services rely, or other causes beyond the nonperforming Party's reasonable control; provided that, except as otherwise set forth in this Agreement, Customer's obligation to pay for Services provided shall not be excused or delayed by any *force majeure*, unless such *force majeure* condition persists for a period in excess of five (5) days.

8.2 **Assignment and Transfer.** A Party is prohibited from assigning any right, obligation, interest or duty hereunder or herein, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. All obligations and duties of the Parties under this Agreement shall be binding on all permitted successors in interest and assigns.

8.3 **Notices.** Any notices or other communications contemplated or required by this Agreement, shall be in writing (unless electronic notice is expressly permitted herein) and delivered via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested (a) to Customer when sent to the billing address last given to the Company by Customer, and (b) to the Company when sent to 602 High Point Lane, East Peoria, IL 61611, Attn: Customer Service Department, or such other address as is later provided in writing by the Company to Customer. Each Party shall notify the other Party in writing of any change in the other Party's mailing address. All such notices shall be deemed given and effective on the day after such notice is sent via electronic delivery (where permitted hereunder) or overnight courier service, the date of personal delivery, or three days after such notice is sent via U.S. Certified Mail, as the case may be.

8.4 **Entire Understanding.** This Agreement between Customer and the Company constitutes the entire understanding of the parties related to the subject matter hereof, and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to the Services. If there is a conflict between a Service Order Form(s) or this Agreement, the Service Order Form(s) shall control. No modifications, amendments, supplements to, or waivers of this Agreement shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

8.5 **Construction/Severability.** In the event any section or portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties; provided that, if the Parties fail to replace such section or portion, the remainder of this Agreement shall nevertheless remain in full force and effect.

8.6 **Survival.** The enforceability and effectiveness of Sections 1, 5, 6 and 7 hereof shall survive termination or expiration of this Agreement or any Service Order Form.

8.7 **Governing Law and Venue.** The laws of the State of Illinois shall govern the construction, interpretation, and performance of this Agreement, without regard to such State conflict of laws provisions. Any litigation or dispute related to this Agreement shall be brought in either state or federal courts located in Champaign County, IL. A Party shall not submit a motion to dismiss or transfer any case filed in accordance with this Agreement on the basis of improper venue, personal jurisdiction, or for the convenience of any Party or witness.

8.8 **No Waiver.** No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).

8.9 **No Agency.** Neither Party is an agent, representative, joint venturer or partner of the other Party. This Agreement shall not be interpreted or construed to create any association, agency, joint venture, or partnership between the Parties.

8.10 **Headings and Pronouns.** The headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. The singular form denotes the plural and the masculine form denotes the feminine or neuter wherever appropriate.

8.11 **No Third Party Beneficiary.** Neither this Agreement nor any provision of the Services hereunder shall be construed to create any duty or obligation on the part of the Parties to any third parties. This Agreement does not provide any third party with any right, privilege, remedy, claim, or cause of action against the Parties, or any of their respective affiliates, commissioners, directors, officers, employees, agents, representatives, or volunteers.

8.12 **No Interest in Real Property.** Company disclaims and otherwise relinquishes any and all interest in real property ever claimed or that might have been or could be claimed with regard to the real estate of Customer upon or wherein the System has been or will be installed.

8.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. It shall not be necessary that any single counterpart be executed by all Parties so long as least one (1) counterpart is executed by each Party. A facsimile, portable document format (PDF) copy, photocopy, or other electronic form of any signature shall have the same force and effect as an original.

8.14 **Authority to Execute.** Each person or entity respectively executing this Agreement represents that he/she/it is, as the case may be, competent or duly organized and authorized

to execute it. Each person executing this Agreement on behalf of any entity represents that he or she has been authorized to execute it on behalf of such entity.

IN WITNESS WHEREOF, the Company and Customer agree to the terms and conditions of this Agreement effective on the date first above written.

THE COMPANY

iTV-3, LLC

602 High Point Lane

East Peoria, IL 61611

support@i3broadband.com

By: _____

Name: Pam Marti

Its: Business Sales Executive

Date: _____

CUSTOMER

Champaign Park District _____

Address: _____

City, State, Zip: _____

Email: _____

By: _____

Name: _____

Its: _____

Date: _____

