



**CHAMPAIGN
PARK DISTRICT**

**AGENDA
REGULAR BOARD MEETING
BRESNAN MEETING CENTER
706 Kenwood Road, Champaign, Illinois
Wednesday, April 10, 2019
7:00 p.m.**

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC: *Comments must be limited to not more than three (3) minutes.*

C. COMMUNICATIONS

D. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of March 2019

E. EXECUTIVE DIRECTOR'S REPORT

1. Project Updates
2. General Announcements

F. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

G. REPORT OF OFFICERS

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

H. CONSENT AGENDA

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

1. Approval of Regular Board Meeting, March 13, 2019

I. NEW BUSINESS

1. Approval of Disbursements as of March 13, 2019

Staff recommends approval of disbursements for the period beginning March 13, 2019 and ending April 9, 2019. **(Roll Call Vote)**

2. Approval of a Contract for the Sale and Purchase of Real Estate

Staff recommends entering into a contract for sale and purchase of the Human Kinetics Park property.

Regular Board Meeting

April 10, 2019

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3. Approval of an Agreement with CliftonLarson for Auditing Services for FYE19
Staff recommends the retaining CliftonLarsonAllen to conduct the audit of the financial statements for the fiscal year ending April 30, 2019 for the Champaign Park District and the Champaign Parks Foundation.
4. Approval of an Agreement with Nyhart for Actuarial Valuation Services for FY19-FY20
Staff recommends authorizing the Executive Director execute a Service Agreement with The Howard E Nyhart Company for the two fiscal years ending April 30, 2019 and 2020.
5. Approval of an Agreement with Micro Systems International, Inc.
Staff recommends Board approval of an agreement between the Park District and Micro Systems International, Inc. for a one year period at the rate of \$2,562.50 per month.
6. Approval of an Agreement with Developmental Services Center (DSC)
Staff recommends approving the revised agreement between DSC and the Park District and authorizing the Executive Director to execute the agreement in an amount not to exceed \$20,000 for the 2019 and 2020 fiscal years.
7. Approval of Bid for the Bresnan Meeting Center HVAC Replacement
Staff recommends accepting the lowest responsible bid that meets all specifications from A & R Mechanical, in the amount of \$124,940 and authorizing the Executive Director to enter into a contract for this work.
8. Approval of a Maintenance Agreement with Carle for the Carle at the Fields Trail
Staff recommends approving a Carle at the Fields Trail Maintenance Agreement with The Carle Foundation.
9. Approval of Intergovernmental Agreement for Bristol Park with the City of Champaign
Staff recommends approval of an Intergovernmental Agreement between the Park District and the City of Champaign for the Construction, Maintenance and Use of Facilities at Bristol Park.
10. Approval of Champaign County Community Coalition Membership Dues
Staff recommends approval of the disbursement of \$5,000 for 2019 Membership dues for staff to serve on the Executive Committee of the Champaign County Community Coalition.

J. OLD BUSINESS

K. DISCUSSION ITEMS

L. COMMENTS FROM COMMISSIONERS

M. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Park. 120/2(c)(1) for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body.

N. RETURN TO REGULAR MEETING

O. ADJOURN

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

March 13, 2019

REGULAR BOARD MEETING

The Champaign Park District Board of Commissioners held a Regular Board Meeting on Wednesday, March 13, 2019 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 Hays, Vice President Timothy P. McMahon, Commissioners Barbara J. Kuhl, Jane L. Solon, and Kevin 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, and Andrew Weiss, Director of Planning.

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 presented the Treasurer's Report for the month of February 2019. She stated the Park District's finances have been reviewed and found to be in appropriate order.

Vice President McMahon made a motion to accept the Treasurer's Report for the month of February 2019. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Executive Director's Report

Guests

Erin Lesmeister, an intern from Missouri State University introduced herself. She stated that she is in her last semester of school and was leaning toward an interest in special events.

Eleanor Blackmon, Assistant City Engineer for the City of Champaign, manager of the Boneyard Creek project, and responsible for sanitary sewer and drainage, introduced herself.

Workplan and Project Updates

Mr. DeLuce distributed an updated Workplan and a list of project updates to the Board. He asked the Board members to let him know if they have any questions regarding either of the documents.

General Announcements

Mr. DeLuce announced that the Champaign Park Honors will be held on April 4, 2019 at 5 p.m. at the Virginia Theatre; CUSR Awards Banquet will be held on April 22, 2019 at 6 p.m. at the Hilton Garden Inn; and the IAPD Legislative Conference from April 30 through May 1, 2019 in Springfield, Illinois. He reported an IAPD Legislative Breakfast was held on March 11, 2019 with three legislators and approximately 50 people in attendance.

Committee Reports

Champaign Parks Foundation

Commissioner Miller reported that the Foundation Board meeting was cancelled due to lack of a quorum.

Report of Officers

Attorney's Report

Attorney Hall reported that he is working on a number of different Park District projects.

President's Report

President Hays reported that Vice President McMahon, Commissioner Miller and he attended the Spalding Park baseball field ribbon cutting ceremony. It was noted that a screen is being erected in center field. He also noted that four Park Commissioners and one representative attended the IAPD Breakfast. President Hays stated that at the Breakfast, Urbana's Park Board President highlighted financial details associated with unfunded mandates.

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, that item shall be removed and discussed separately.

1. Minutes of the Regular Board Meeting, February 13, 2019
2. Minutes of the Executive Session, February 13, 2019
3. Minutes of the Special Board Meeting, February 27, 2019
4. Minutes of the Executive Session, February 27, 2019

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

New Business

Approval of Disbursements as of February 13, 2019

Staff recommended approval of disbursements for the period beginning February 13, 2019 and ending March 12, 2019.

Commissioner Miller made a motion to approve the list of disbursements for the period beginning February 13, 2019 and ending March 12, 2019. The motion was seconded by Vice President McMahon. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes; Vice President McMahon – yes; and President Hays – yes; and Commissioner Kuhl – yes. The motion passed 5-0.

Approval of the FYE20 Capital Budget and the 2020-2025 Capital Improvement Plan

Mr. DeLuce reported that an item that was discussed during the discussion of the proposed FYE20 Capital Budget was the resurfacing, rather than installing, new tennis courts at Morrissey Park. He stated that staff located a vendor and received a quote. Mr. DeLuce reported that the original amount will remain in the capital budget and that remaining funds will be used on the Lindsay tennis courts.

Mr. Weiss explained that the increase in budgeted funds for playgrounds is to fund possible cost of shade structures and safety surfacing. Discussion ensued. Commissioner Kuhl stated that there should be a correlation between the size of a park and funds allocated for improvements. Commissioner Solon stated that every park presents its own case circumstances and general

standards cannot be set because of different needs and uses. She also expressed concern with straight shade structures.

Commissioner Kuhl made a motion to approve the FYE20 Capital Budget and 2020-2025 Capital Improvement Plan. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of Zahnd Park ADA Path Project Bid

Mr. Weiss presented the report. He reported that bids were opened and that staff recommends awarding the bid to A&A Concrete.

Commissioner Solon made a motion to award the construction contract for the Zahnd Park Path project to A&A Concrete in the amount of \$186,214.24 and authorizing the Executive Director to enter into a contract for the work. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of FY19 Garment Bids

Mr. DeLuce presented the report. He indicated that staff sent 19 bid packet, 10 of which were to Champaign County vendors. Mr. DeLuce stated that last year's bid award amount was \$36,659.00. Discussion ensued. Commissioner Kuhl asked how much was actually spent last year. Commissioner Solon requested a copy of the bid tally sheet.

Commissioner Kuhl made a motion to approve bids for garments from the lowest responsible bidder for each item that meets specifications as noted in the amount of \$34,598.73 as follows: Will Enterprise in the amount of \$18,478.00; Sunburst Sportswear in the amount of \$7,903.29; Express Press in the amount of \$3,238.34; Marathon Sportswear in the amount of \$1,342.50; The Lifeguard Store in the amount of \$3,060.00; and Silkworm Inc. in the amount of \$601.60. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of a Resolution to Purchase Property from Human Kinetics Publishers

Mr. Weiss presented the report. He reported that the Park District received a copy of the recorded replat which now describe the land to be acquired.

Commissioner Solon made a motion to approve a resolution prepared by the Park District Attorney to purchase property from Human Kinetics Publishers. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of Resolutions to Apply for IDNR Grants for the Greenbelt Bikeway Trail Connection

Mr. Weiss presented the report. He reported that IDNR is offering two grants that are good options for the Greenbelt Bikeway Trail connection. Mr. Weiss stated that the Park District could only receive one grant, which will be determined by IDNR. Discussion ensued. The grants allow for the following type of work be completed: concrete pathways, retaining walls and lighting. Once a grant agreement is executed, the project will need to be completed within two years. Mr. DeLuce noted that there was an issue with crossing the railroad track. The options available to the Park District were discussed.

Commissioner Kuhl made a motion to authorize staff to apply for the Recreation Trails Program Grant and Illinois Bicycle Path Grant and obtain the Board President's signature on the respective Financial Certification Statements. The motion was seconded by Commissioner Solon. The motion passed 5-0.

Old Business

None.

Discussion Items

Human Kinetics Park Intergovernmental Agreement with the City of Champaign and Bristol Park Intergovernmental Agreement with the City of Champaign

Attorney Hall reported that there are a few matters in the Human Kinetics Park Intergovernmental Agreement that need to be addressed, including post-construction ownership of, maintenance and rehabilitation of the detention basin, and related matters. Commissioner Solon expressed concern with snow removal by City and Park District possibility being completed on different schedules.

Ms. Blackmon noted that there is an existing detention basin on the Human Kinetics property. She stated as part of the Boneyard project it is proposed to rework that detention basin into something more attractive and with more detention than currently exists. Ms. Blackmon stated the intent of the agreement is to rework the detention basin and that it will be placed downstream at Bristol Park to address increased runoff from the construction of the Martens Center. The Park District will not have to provide additional onsite detention for the Martens Center project.

Attorney Hall inquired about floodplain potential in the area. Ms. Blackmon stated that the insurance agents must abide by the official FEMA maps. She stated that it is the intent of the Boneyard project to contain a 100-year flood and provide for the flood mitigation. Ms. Blackmon stated that in addition to building the project, the City has to provide evidence that it has been constructed properly. She agreed to comment on the floodplain information received by the Park District.

Discussion ensued. Ms. Blackmon reported that bottom of the detention basin will be dirt. Commissioners requested conceptual drawings of the Human Kinetics detention basin and Bristol Park. Ms. Blackmon will forward the drawings to share with the Park Commissioners.

Ms. Blackmon stated that the detention basin will be approximately 5 ft. deep and will drain quickly. It is proposed to be a dry basin. She discussed adding items along the trail as items of interest. There was discussion about the City and Park District snow removal. Snow removal policies will be exchanged. The City will install exercise equipment and transfer ownership of it to the Park District.

President Hays asked when the construction of Boneyard will begin. Ms. Blackmon stated that the contract will be awarded by City Council at the April 9, 2019 Council meeting.

The Park Commissioners thanked Ms. Blackmon for attending the meeting.

Mr. DeLuce requested that the Commissioners forward any questions or comments regarding the two agreements to staff by March 29, 2019. Discussion ensued regarding the proposed amenities along the path.

Strategic Plan

Mr. DeLuce reported that staff is working on the FY20-22 Strategic Plan. There were eleven (11) questions were sent to the Commissioners, Officers, department heads, stakeholders in the community, parks and recreation professionals, agencies and residents. Over 70 completed questionnaires were returned to the Park District. Mr. DeLuce reported that this information is being gathered to help plan for the future. He stated that community members only received the first eleven (11) questions. Mr. DeLuce stated that he would like to review the questions with the Board and try to get consensus of each of them. It is the consensus of the Board:

1. To maintain the current quality of standards of parks, programs, facilities and trails.
2. To maintain 8 acres for every 1,000 residents.
3. That it is not always possible to establish a park within a ten minute walk of every resident of the District.
4. To continue to expand the trail system with emphasis on connections to parks and other trails.

5. To determine on a case by case basis whether it should increase loop trails in parks and pedestrian neighborhood connections to loop trails.
6. To determine, based on growth, whether the Park District should acquire additional land to establish park land and enhance the trail system.
7. That mini parks should not be a priority for the Park District in the future.
8. That after the Martens Center is completed, there is no strong need for another recreation center.
9. That the Bresnan Meeting Center continue as the administrative facility for the Park District.
10. That there is no need for a new facility within the Park District.
11. That there should minimum standards of development, on a case by case basis, for each park type.
12. That the 120 day reserve continues to meet the needs of the Park District.
13. To continue with the current guidelines for capital expenditures to total budgeted expenditures.
14. To refine the annual tax levy process.
15. To establish useful life of a building at average or above and maintain that level.
16. To make fees and charges affordable for residents.
17. That to maintain median ratio of 23.7% or go no lower than 22%.
18. That the level of support for a facility should be determined on a case by case basis.
19. That stopping the support of a facility should be determined on a case by case basis.
20. To refine the process to determine the level of support provided to the flower island program.

Comments from Commissioners

There were no comments from Commissioners.

Adjourn

There being no further business to come before the Board, Commissioner Miller made a motion to adjourn the meeting. The motion was seconded by Commissioner Kuhl. The motion passed 5-0 and the meeting was adjourned at 8:38 p.m.

Approved

Craig W. Hays, President

Cindy Harvey, Secretary



**CHAMPAIGN
PARK DISTRICT**

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 5, 2019

SUBJECT: Contract for Sale and Purchase of Real Estate

Background

Rainer and Julie Martens donated money to purchase the roughly 9-acre Human Kinetics Park property from the Human Kinetics Publishing Company. The Park District is currently leasing the property. The minor replat delineating the legal boundaries of the property has been recorded with Champaign County, allowing for the real estate transaction to go ahead. The contract is attached for reference.

Prior Board Action

March 13, 2019 Regular Board Meeting—Board approved a resolution to purchase property from Human Kinetics Publishers.

Budget Impact

Rainer and Julie Martens donated \$400,000 for the property purchase.

Recommendation

Staff recommends entering into the contract for sale and purchase of the Human Kinetics Park property.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Joe DeLuce
Executive Director

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

In consideration of their mutual promises herein, this contract is entered into as of the _____ day of _____, 2019 (the "Effective Date") by Human Kinetics, Inc., an Illinois corporation, hereinafter referred to as "Seller", and Champaign Park District, an Illinois municipal corporation, hereinafter referred to as "Buyer".

WHEREAS, Seller is the owner of real estate legally described as follows:

Lot 102 of a replat of Human Kinetics Subdivision, a part of the City of Champaign, as per plat recorded in Champaign County, Illinois March 5, 2019 as document number 2019R02978, situated in Champaign County, Illinois.

Permanent Index number: Part of 41-20-01-428-023

which bears a common address of 1501 N. Market Street, Champaign, Illinois (hereafter, together with improvements thereon, referred to as the "Premises"); and,

WHEREAS, Seller wishes to sell the Premises and Buyer wishes to buy the same;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the recitals set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Mutual Covenants. Seller agrees to sell and Buyer agrees to purchase the Premises upon the terms set forth in this Contract.
2. Purchase Price. Buyer agrees to pay to Seller the total sum of \$400,000.00. The purchase price, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Seller at closing by bank draft or other form of payment acceptable to Seller.
3. Possession and Closing. Seller shall deliver possession of the Premises to Buyer concurrently with the closing of this transaction which shall be held on or before May 6, 2019, at the offices of Seller's attorney, or at such other place as the Parties may agree.
4. Deed of Conveyance. As soon as practicable Seller shall execute a recordable Corporate Warranty Deed sufficient to convey the Premises to Buyer or its nominee, in fee simple absolute, subject only to exceptions permitted herein, to be held by Seller or its attorney and delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Contract.
5. Evidence of Title. Within a reasonable time, Seller shall deliver to Buyer, as evidence of Seller's title, a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county within which the real estate is located, committing the company to issue a policy in the usual form insuring title to the Premises in Buyer for the amount of the purchase price (\$400,000.00). Buyer shall be responsible for payment of all other costs of providing title insurance, including the premium for the aforementioned amount. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

Permissible exceptions to title shall include only the lien of general taxes, zoning laws and building ordinances and easements, apparent or of record, which will not interfere with Buyer's intended use of the Premises; covenants and restrictions of record which are not violated by the existing improvements or the present use of the Premises and which do not restrict reasonable use of the Premises; and existing mortgages, if any, to be paid in full at closing.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable or unwilling so to cure such exception, then Buyer shall have the option to terminate this Contract.

6. Liens. Seller warrants to Buyer that no materials, labor or services have been provided to Seller with respect to the Premises within six (6) months prior hereto: and that no such materials, labor or services shall be provided with respect to said real estate prior to closing, other than materials, labor and services for which payment-in-full, have been made to the proper party therefor and for which no lien may reasonably be asserted against the Premises.

7. Condition of Premises. Sale of Premises "As Is"/Right of Inspection. Buyer acknowledges that the Premises is being sold "as is", subject to the warranties set forth hereafter. Seller warrants that no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the land or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrants that there are not and will not at the time of the closing be any unrecorded leases or contracts related to the Premises, except as heretofore disclosed to and accepted by Buyer in writing. Within twenty (20) days after the date of this Contract, Buyer, may enter the Premises on the terms below at reasonable times, to conduct, at Buyer's sole expense, reasonable tests and inspections to determine the physical and environmental condition of the Premises, including without limitation, the existence, if any, of Hazardous Substances or underground storage tanks on the Premises. Buyer shall give Seller reasonable notice of such inspection, shall not unreasonably interfere with any occupants' use of the Premises or other real property adjacent thereto, and shall repair any damage to the Premises caused by Buyer's activities thereon and place the Premises in the condition it was in prior to Buyer's activities thereon. Buyer shall keep the Premises free and clear of all liens or other encumbrances that may arise out of Buyer's inspection of the Premises. Upon receiving the results of any such tests and inspection Buyer shall promptly deliver copies of same to Seller. Buyer shall have thirty (30) days from the date of this Contract to deliver notice terminating this Contract, if Buyer's tests and inspections hereunder indicate that the Premises contains Hazardous Substances of a volume or amount that Buyer deems unsuitable for its purposes in its sole discretion. If Buyer does not deliver such notice of termination within the prescribed time, the Parties shall proceed to closing. If for any reason this transaction does not close, Buyer shall retain all reports and studies relating to the Premises and prepared for or by Buyer in a confidential manner. Buyer shall indemnify and hold Seller harmless from any and all claims, damages, liabilities, expenses and losses, limited to claims for personal injury and property damage, directly or indirectly occurring as a result of the inspection or tests performed hereunder. Seller hereby warrants: that it has not caused the Premises to be contaminated by any Hazardous Substances of any kind or character; that it is not aware of any such Hazardous Substances as hereinafter defined; that no chemical, petroleum or other form of storage tanks have been or are located upon the Premises; that Seller has no knowledge nor notice of any kind or character; regarding any such contamination or pollution; and that this warranty shall survive the closing of this transaction.

8. Definitions: For purposes of this Contract, the following definitions shall apply.

a) Hazardous Substances Defined. The term "Hazardous Substances" shall mean dangerous, toxic, or hazardous pollutants, contaminants, chemicals, wastes, materials or substances, as defined in or governed by the provisions of any Environmental Law, as hereinafter defined.

b) Environmental Law Defined. The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, rule, regulation, administrative order and permit now in effect or hereinafter enacted, pertaining to the public health, safety of the environmental, industrial hygiene, or the environmental conditions on, under or about The Premises.

9. Taxes and Assessments. Real estate taxes apportioned through the date of closing shall be Seller's expense; provided that Buyer may obtain a tax exemption for the Premises that eliminates any such tax. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer taxes, if any, shall be a Buyer expense.

All special assessments which are a lien upon the Premises as of the date of this Contract shall be Seller's expense, unless such assessments are payable in future installments, in which event only the installment for the year of closing shall be apportioned through the date of closing, and all future installments shall be paid by Buyer. All such taxes and special assessments shall constitute a credit to Buyer against the purchase price, and shall release Seller from any further liability to Buyer in connection therewith.

10. Default. If either Party fails to make any payment or to perform any obligation imposed upon them by this Contract, the other party may serve written notice of default. If such default is not corrected within ten (10) days after service of notice, this Contract shall terminate, and a right of action for breach of contract shall accrue as of that date.

The foregoing remedies in the event of a default are not intended to be exclusive and the Parties shall have the right to all other lawful remedies, including Specific Performance.

11. Notices. Any notice required under this Contract to be served upon Seller or Buyer shall be personally delivered or shall be mailed by certified mail, return receipt requested to such parties as set forth below; information copies of all such notices shall be sent by first class mail to the attorney(s) named and at the addresses indicated on the cover page to this Contract.

If to Seller:
Human Kinetics, Inc.
Attn: Tina Daniel
1607 N. Market Street
Champaign, IL 61825

If to Buyer:
Champaign Park District
Attn: Joseph DeLuce
706 Kenwood Road
Champaign, IL 61821

12. Succession of Obligations. All terms of this Contract shall inure to the benefit of and be binding upon all successors and assignees of the Parties.

13. Counterparts. This Contract 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 binding force and effect as an original.

14. Seller Cooperation. Seller shall cooperate with Buyer to a reasonable extent in order to assist Buyer with any documentation required to facilitate obtaining grant funding through the Illinois Department of Natural Resources (IDNR), the National Park Service (NPS) or other source whatsoever. That cooperation may include preparing and executing documents as Seller of the Premises, as well as such other documents as may be necessary in order to effectuate and comply with applicable requirements.

15. Funds Contingency. This Contract is contingent upon funds in the amount of the contract price being donated by Rainer and Julie S. Martens, to the Champaign Parks Foundation for remittance to the Buyer in order to complete the sale contemplated by this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the ____ day of _____, 2019.

SELLER:

HUMAN KINETICS, INC.

By: _____

Tina Daniel

Its: _____

BUYER:

CHAMPAIGN PARK DISTRICT, a
Municipal Corporation

By: _____

Craig W. Hays, Its President

ATTEST:

By: _____

Cindy Harvey, Its Assistant to
Executive Director/Board Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 3, 2019

SUBJECT: Authorization to retain CliftonLarsonAllen for FYE19 financial audit.

Background

The District is legally required to have an independent audit performed annually. The Government Finance Officers Association (GFOA) best practices recommend that a full competitive process be conducted at the end of the initial term of the prior engagement when procuring audit services by a licensed certified public accounting firm; however the selection of the audit firm should be based on providing a quality audit and not just the price. Generally, audit services should be entered into for multiyear increments. GFOA recommends that a 5-year agreement could prove beneficial as the initial startup costs with a new audit firm engagement could be recouped over a longer term contract, thereby saving audit fees over a longer period. In addition, it is feasible to allow an option to renew an agreement as long as performance of the current auditor has been satisfactory and met the deadlines of the District. The Park Code limits the terms of a contract with professional consultants such as auditors to not exceed three years.

The reasons to retain CliftonLarsonAllen (CLA) for a minimum of one year or until Martens Center is completed includes the following. First, the Martens Center fundraising campaign is well underway with upcoming construction and multiple special financing agreements are under consideration. Second, the new governmental accounting standard (GASB) No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, commonly referred to as OPEB, will be implemented in FYE19 will require additional footnotes. Third, with the multiple grant awards being issued and with federal funds, additional audit requirements will be necessary for the submission of expenditures for reimbursement to the State of Illinois funding agencies. The history with CLA over the last three years plus the complexities of the ongoing Martens Center with special funding arrangements make the extension of services with CLA the primary reason for retaining them at this time.

Prior Board Action

- On March 14, 2012 the Board approved an Auditing Service Policy that states the District will issue an RFP at least every three years. Later revised October 12, 2016.
- On November 30, 2015, an RFP was let for auditing services.
- On January 13, 2016, the Board approved the RFP for auditing services for the Park District and the Champaign Parks Foundation from CLA for three years at \$78,000.

Budget Impact

The \$20,300 audit fee for the District is covered under the Audit Fund property tax levy while using up a portion of the carryover fund balance and is included in the FYE20 operating budget. Champaign Parks Foundation fees of \$7,575 is covered under the foundation's budget. This is an increase of \$1,875 over the prior three years (\$800 for District and \$1,075 for Foundation). The

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.

increase for Foundation relates to the implementation of SFAS 117 *Financial Statements of Not-for-Profit Organizations* which changes the financial statement presentations and disclosure requirements for net assets, expenses, cash flows, investment income plus other disclosures.

Recommended Action

Staff recommends the Board retain CliftonLarsonAllen to conduct the audit of the financial statements for the fiscal year ended April 30, 2019 for the Champaign Park District and the Champaign Parks Foundation.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce
Executive Director



CLA (CliftonLarsonAllen LLP)
301 North Neil Street, Suite 205
Champaign, IL 61820
217-351-7400 | fax 217-355-9549
CLAconnect.com

March 4, 2019

Board of Commissioners and Management
Champaign Park District
706 Kenwood Road
Champaign, IL 61822

Dear Board of Commissioners and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Champaign Park District ("you," "your," or "the entity") for the year ended April 30, 2019.

Hope Wheeler is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Champaign Park District, as of and for the year ended April 30, 2019, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.
2. GASB-required supplementary pension and OPEB information.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Combining and individual fund statements.
2. Statement of changes in assets and liabilities of fiduciary funds.

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Introductory section.
2. Statistical section.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.
- Preparation of adjusting journal entries, if needed.
- Preparation of Annual Financial Report (AFR) for Illinois Comptroller's Office.

Audit objective

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is

properly planned and performed in accordance with U.S. GAAS. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud

could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. You are also responsible for providing us access to component information, those charged with governance of components, component management, and component auditors (including relevant audit documentation and communications).

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for those financial statements. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.
- We will prepare the AFR. You will be responsible for reviewing and approving it.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements

addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to regulators for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge

may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Illinois, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the

fee for the engagement will not exceed \$20,300. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Processing immaterial adjustments through the financial statements

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations

- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your

acceptance of this engagement letter will serve as your consent to use of Champaign Park District's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

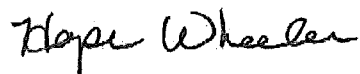
CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Hope Wheeler, CPA

Principal

217-373-3139

Hope.Wheeler@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Champaign Park District.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____



CLA (CliftonLarsonAllen LLP)
301 North Neil Street, Suite 205
Champaign, IL 61820
217-351-7400 | fax 217-355-9549
CLAconnect.com

March 4, 2019

Board of Directors and Management
Champaign Parks Foundation
706 Kenwood Road
Champaign, IL 61822

Dear Board of Directors and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Champaign Parks Foundation ("you," "your," or "the entity") for the year ended April 30, 2019.

Hope Wheeler is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of Champaign Parks Foundation, which comprise the statement of financial position as of April 30, 2019, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.
- Preparation of adjusting journal entries, as needed.

Audit objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any

uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to review, approve,

and accept responsibility for those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.

- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Illinois, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement will not exceed \$6,950. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance

- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments

- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Champaign Parks Foundation's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

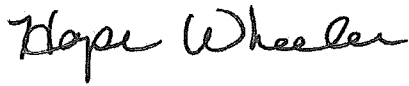
Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

March 4, 2019
Champaign Parks Foundation
Page 9

Sincerely,

CliftonLarsonAllen LLP



Hope Wheeler, CPA
Principal
217-373-3139
Hope.Wheeler@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Champaign Parks Foundation.

Authorized signature: _____

Title: _____

Date: _____



CLA (CliftonLarsonAllen LLP)
301 North Neil Street, Suite 205
Champaign, IL 61820
217-351-7400 | fax 217-355-9549
CLAconnect.com

March 4, 2019

Board of Directors and Management
Champaign Parks Foundation
706 Kenwood Road
Champaign, IL 61822

Re: Tax Exempt Returns and State Filings

Dear Board of Directors and Management:

We are pleased that Champaign Parks Foundation (“you,” “your,” or “the organization”) has engaged CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) to prepare the organization’s federal Form 990 and IL AG 990. This letter confirms the scope, limitations, and related terms of our engagement for the year ended April 30, 2019.

Our responsibility to you

We will prepare the organization’s federal Form 990 and applicable state filings in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible. We will not audit or independently verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate returns and filings. We will have no obligation to prepare the returns and filings until you have provided such information to us. We will prepare filings for the same states where the organization filed last year unless organization personnel notify us to the contrary or other information clearly indicates the need for an additional return or state filing.

Please note that if the organization had a taxable presence in more than one state, such as an employee or sales within the state or any tangible property owned or rented within the state, the organization may be required to register in the state. The organization also may be subject to state income, sales, use, or franchise tax in that state, depending upon the particular facts. It is the organization’s responsibility, not CLA’s, to determine if assistance is needed in deciding whether the organization must register or may be liable for state income, sales, use, or franchise tax or may have a filing requirement in various states.

For all nonattest services we may provide to you, including the preparation of the federal Form 990 and applicable state filings, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. You are responsible to carefully review the federal Form 990 and state filings that we prepare on your behalf before signing and submitting them to tax

authorities. We will advise you with regard to tax positions taken in the preparation of the federal Form 990 and state filings,¹ but the responsibility for the federal Form 990 and state filings remains with you.

Tax examinations

All returns and filings are subject to potential examination by the IRS and state authorities. In the event of an examination, we will be available, at your request, to assist or represent the organization and its directors or officers. Services in connection with tax examinations are not included in our fee for preparation of the federal Form 990 and state filings. Our fee for such services will be billed to you separately, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, canceled checks, receipts, or other evidence in support of information and amounts reported on the federal Form 990 and state filings. These items may be necessary in the event the taxing or other authority examines or challenges your federal Form 990 and state filings. These records should be kept for at least seven years. Your copy of the federal Form 990 and state filings should be retained indefinitely.

If carryover item(s) exist (e.g., capital loss, net operating loss, tax credits, etc.), you should retain the supporting records related to the carryover item(s) until the item has either been utilized (and the statute of limitations associated with the year of utilization has expired) or the carryforward period has expired.

In preparing the federal Form 990 and state filings, we rely on your representation that organization personnel and its directors or officers understand and have complied with these documentation requirements. The management of the organization is responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of the organization's financial records.

All of the records that you provide to us to prepare your federal Form 990 and state filings will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of the organization.

Tax consulting services

This engagement letter also covers tax consulting services that may arise for which the organization seeks our consultation and advice, both written and oral, that are not the subject of a separate engagement letter. These additional services are not included in our fees for the preparation of the federal Form 990 and state filings.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the organization's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Communications and confidentiality

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your federal Form 990 and state filings information. Such information includes the organization name and address as well as the business and financial information you provided to us.

By signing and dating this engagement letter, you authorize CLA to use the information that you provide to CLA during the preparation of your federal Form 990 and state filings to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the engagement letter.

Limitations

You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Illinois, without giving effect to choice of law principles.

You agree that the total liability, if any, of CLA and any other CLA parties arising out of this engagement, any advice and planning, and for the federal Form 990 and state filings and schedules that any CLA party prepares, will be limited to the fees paid to CLA for this engagement.

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods ("Limitation Period"):

- For federal Form 990 and state filing preparation, separately within thirty-six (36) months after the date when we deliver the tax returns and filings under this agreement to you on which the dispute is based, regardless of whether any CLA party provides other services for you or relating to said returns and filings.
- For tax consulting engagements, separately within thirty-six (36) months from the date of our last billing for services on each consultation on which the dispute is based.
- For all tax return, state filing, and tax consulting engagements, within twelve (12) months from the date when you terminate this or any other engagement of our services.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

Fees

Our fees for tax compliance services will not exceed \$625. The fee estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees, plus applicable state and local taxes, are payable on presentation.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Termination of agreement

Either party may terminate this agreement at any time by giving written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination.

Agreement

Please sign and date the enclosed copy of this letter to confirm your agreement and return it to us at your earliest convenience.

We are looking forward to working with you.

Sincerely,

CliftonLarsonAllen LLP



Hope Wheeler, CPA
Principal
217-373-3139
Hope.Wheeler@CLAconnect.com

Accepted on behalf of the organization:

Signature

Title

Date



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 3, 2019

SUBJECT: Authorization to Execute a Two-Year Service Agreement with Nyhart for Actuarial Services

Background

The Park District offers health insurance to retirees and their spouse once they retire from the Park District. The retiree can continue coverage until they are Medicare eligible, at which time they have the option of selecting the Medicare supplemental plan offered through the Park District, or they go off the plan altogether. Regardless of the plan chosen, the individual pays 100% of the cost and there is not cash outlay to the Park District. Although there appears to be no expenditure related to the Park District, there could be an added liability to the Park District given the rates offered for these separate plans, are in conjunction with the current health insurance offered to full-time employees or are less than the rate the retiree can obtain on their own. To address this, a new governmental accounting standard (GASB) No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, commonly referred to as OPEB, is required with an implementation date for FYE2019. This requires a full valuation of the plan to be conducted by an actuarial service firm similar to the calculations done for the pension plan noted in the audit report each year. The first year is a full valuation and is required every other year. The interim years require an update for enrollment, premiums, etc. and is at a reduced rate. There are currently three individuals on the Medicare supplemental plan, and two on the regular plan as of February 2019.

Staff solicited quotes from firms provided by CliftonLarsonAllen with whom have worked with other governmental agencies within Champaign County. The Howard E Nyhart Company (Nyhart) was the lowest at \$4,000 for full valuation and \$2,000 for the interim period. The next lowest price was \$7,500 for the full valuation and \$3,750 for the interim update.

Prior Board Action

None

Budget Impact

The FYE2019 budget includes funds to cover this expenditure, and the amount will be added to FYE2020 budget as well to cover this cost. The fee for FYE2019 is \$4,000 and FYE2020 update is \$2,000.

Recommended Action

Staff recommends the Board authorize the Executive Director to execute the Service Agreement with The Howard E Nyhart Company for the two fiscal years ended April 30, 2019 and 2020.

Prepared by:

Andrea N. Wallace, CPA
Director of Finance

Reviewed by:

Joe DeLuce
Executive Director

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



**THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")**

Agreement Between Nyhart, and:

Client Name:	Champaign Park District
Primary Contact Name:	Andrea N. Wallace, CPA
Primary Contact Address:	Bresnan Meeting Center; 706 Kenwood Road Champaign, IL 61821
Primary Contact Phone:	(217) 819-3826
Primary Contact Fax:	(317) 355-8421
Primary Contact Email:	andrea.wallace@champaignparks.com

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information, except to the extent required by generally accepted professional standards and practices. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal year ending April 30, 2019, Nyhart will provide the following actuarial services:

- Data collection and analysis
- Preparation of a comprehensive annual report / actuarial valuation
- Disclosures as required by GASB 75

For the fiscal year ending April 30, 2020, Nyhart will provide the following actuarial services:

- Interim GASB 75 report

Fees for services provided by Nyhart

<u>Service</u>	<u>Fee</u>
FYE 4/30/19 - Full GASB 75 actuarial update	\$4,000
FYE 4/30/20 - Interim GASB 75 actuarial update:	\$2,000

If a GASB results breakdown by employee groups is required additional fees will apply. The additional cost will be a 10% of project fee increase for a two group breakdowns plus an additional 1% for each extra group breakdown requested. The additional fee will be limited to 1/3 of the current year's fees.



The fee for the interim GASB 75 report will be revised if there have been any significant events subsequent to our last full update. Examples of significant events include, but are not limited to, large premium rate and enrollment changes, material benefit design amendments, and participant contribution policy modification.

Client will be invoiced prior to the beginning of the project for 50% of the above fee(s). The remainder of the fee shall be invoiced upon completion of services.

Please select the method of delivery of your invoice:

- I would like my invoice sent electronically to the primary contact's email address.
- I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name _____

Invoice recipient email address _____

Invoice recipient address _____

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to GASB 75 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes
- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;

- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered "customary" services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent



serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

Champaign Park District

By: _____

Printed Name: _____

Date: _____

Nyhart

By: _____

Printed Name: _____

Date: _____



**CHAMPAIGN
PARK DISTRICT**

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 5, 2019

SUBJECT: Technology Consultant Agreement Renewal

Background

The Champaign Park District held a month-to-month agreement with Micro Systems International, Inc. from July of 2012 until May of 2016. For the last three (3) years the Board approved one year agreements with the technology consultant.

Previously, the Park District had a full time technology manager until 2014. After the technology manager accepted another position, the Park District eliminated the position and hired a part-time technology worker (evening and weekend work) and increased the use of Micro Systems staff.

Since that time, Micro Systems and especially their co-owner Furat Ibrahim has been instrumental in maintaining the Park District's network, computers, servers, backup procedures, printers and wireless both internal and guest. The service includes assistance around the clock, day or night assistance, which is necessary as the Park District has facilities and programs running early in the morning and late at night as well as backups that occur during the night.

Upon advice from corporate counsel IT technology services are an exception to bidding requirements and may be awarded without bidding. Micro Systems and Mr. Ibrahim are familiar with the Park District network and have gained a high level of trust from staff, additionally he has contracts with Mahomet Schools, Champaign County Forrest Preserve District and several attorney's and accounting firms in the area. Micro Systems is also an authorized dealer for HP and provide HP for many business and schools including NIU.

Micro Systems has agreed to a one year renewal of the current agreement with a 2.5% increase over current rates.

Prior Board Action

For the last three (3) years, the Board approved one (1) year agreements for \$2,500 per month, or a total of \$30,000 for the year.

Budget Impact

Including the rate increase, the impact to the budget for FY20 will be \$30,750.00.

Recommended Action

Staff recommends approval of a one (1) year agreement between the Park District and Micro Systems International, Inc. at the rate of \$2,562.50 per month beginning May 1, 2019 and ending April 30, 2020.

Prepared by:

Reviewed by:

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

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.

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement is made and entered into effective May 1, 2019 by and between 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 MICRO SYSTEMS INTEGRATION, INC., doing business as, MICRO SYSTEMS INTERNATIONAL, INC., a for profit corporation, whose principal address is 505 S. Neil Street #3, Champaign, Illinois 61821 (hereinafter referred to as "MICRO SYSTEMS").

RECITALS

WHEREAS, PARK DISTRICT is a municipal corporation;

WHEREAS, MICRO SYSTEMS is a company that provides computer networking, data processing, software, service, repair, maintenance, technology consulting and other services and equipment related thereto; and

WHEREAS, PARK DISTRICT and MICRO SYSTEMS desire to enter into an Agreement whereby MICRO SYSTEMS will provide services to PARK DISTRICT as an independent contractor for computer data processing, software, and network consulting, and services at all Park District facilities and other venues as may from time to time be designated by PARK DISTRICT.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARK DISTRICT and MICRO SYSTEMS agree as follows:

1. PROFESSIONAL SERVICES: MICRO SYSTEMS shall provide professional information technology services and support including without limitation, consulting, data processing, software and hardware configuration and support for desktop and laptop computers, services, email, network appliances, internet connectivity, and other related services as may be directed from time to time by the Park District; provided that, with the exception of requiring services and purchase of equipment to be performed on or by certain dates and times, neither the PARK DISTRICT nor any of its employees shall have control over the manner or method by which MICRO SYSTEMS performs the services pursuant to this Agreement. The services to be provided by MICRO SYSTEMS shall include, without limitation, the following:

- a. Facilitating and coordinating the system network software and equipment throughout the PARK DISTRICT;
- b. Assisting the PARK DISTRICT with determining the cost of equipment and services related to the technology utilized or considered for use by staff;
- c. Delivering the services in a manner and method determined at the sole discretion of MICRO SYSTEMS, whether via telephone, remotely by computer or by onsite attendance;
- d. Consulting with the PARK DISTRICT about network planning, assessment, analysis, forensics, troubleshooting, and optimization;
- e. Performing network maintenance, monitoring, repair, and administration on all servers and computers;
- f. Managing onsite and offsite computer and data backup procedures according to PARK DISTRICT policy;

- g. Dealing at all times with clients, employees, volunteers, and patrons of the PARK DISTRICT in a professional and courteous manner;
- h. Being reasonably available to the PARK DISTRICT on twenty-four (24) hour or, in the event of an emergency, earlier notice as needed, including after hours and weekends;
- i. Exercising appropriate good judgment in dealing with PARK DISTRICT safety matters, including without limitation, the requirements referred to in Section 7; and
- j. Advising and assisting the Park District's Director of Human Resources with procuring price information and quotations for purchases acceptable to the PARK DISTRICT for additional equipment it may need.

2. TIMING OF PERFORMANCE OF SERVICES. MICRO SYSTEMS shall perform the professional services identified herein upon request in order to assure completion and operation of all events at the PARK DISTRICT in a professional manner. Such services may include working days and hours beyond a normal, recognized workweek. MICRO SYSTEMS shall be available to work according to the terms hereof on weekends, evenings, and holidays, as reasonably needed.

3. CONTROL OF WORK. MICRO SYSTEMS shall at all times have sole control over the manner, means, and methods of completing the work and services required and performed pursuant to this Agreement according to its independent judgment; provided that, the conduct of such work and services shall not be contrary to this Agreement, policies and procedures of PARK DISTRICT. Furthermore, MICRO SYSTEMS shall be solely responsible for the direction of its employees or agents. MICRO SYSTEMS acknowledges that it will devote sufficient time and effort as is necessary to perform the terms of this Agreement in a good, workmanlike, and professional manner in order to complete the tasks assigned in a timely manner.

4. COMPENSATION. As consideration for the services rendered by MICRO SYSTEMS pursuant to this Agreement, PARK DISTRICT shall pay MICRO SYSTEMS the sum of Two Thousand Five Hundred Dollars (~~\$2,500.00~~\$2,562.50) per month commencing May 1, ~~2018~~2019. The PARK DISTRICT shall not undertake any 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 contractors. MICRO SYSTEMS shall be responsible for all withholdings and reporting of wages and income to the federal and state authorities. MICRO SYSTEMS acknowledges and understands that neither it, nor any of its employees, is entitled to any compensation, benefits, or protections afforded to employees of PARK DISTRICT. MICRO SYSTEMS acknowledges that it will be responsible for paying any unemployment insurance and workers compensation insurance on behalf of any of its employees. MICRO SYSTEMS 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. MICRO SYSTEMS will provide PARK DISTRICT with Social Security Numbers, Federal Employer Identification Numbers, and other identifying information as needed to comply with law. PARK DISTRICT shall issue a form 1099 or other applicable documentation to MICRO SYSTEMS reflecting compensation paid pursuant to the terms of this Agreement.

5. TERM AND TERMINATION. The term of this Agreement shall be from May 1, 2018-2019 to April 30, 2019~~2020~~, subject to the following termination provision. The PARK DISTRICT or MICRO SYSTEMS may terminate this Agreement at any time upon thirty (30) days written notice without cause. If this Agreement is terminated by either party, MICRO SYSTEMS'S compensation will end and be prorated as of the termination date.

6. DEFAULT. In the event that either Party fails to comply with the terms of this Agreement, and cure such default within seven (7) days after written notice from the other Party, then the non-defaulting Party shall have the right to terminate this Agreement by further written notice. Any such termination shall not terminate or affect the obligations or rights to enforce the same as they may have accrued prior to such termination. The non-defaulting Party shall have the right to obtain all available remedies

occurring as a result of such default, whether in law, equity or both and shall be entitled to reimbursement for its reasonable attorneys' fees and other costs incurred as a result of the default.

7. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS. PARK DISTRICT and MICRO SYSTEMS shall comply with all applicable federal, state, local and Park District statutes, rules, regulations, ordinances, licenses and policies regarding the performance and carrying out the terms of this Agreement.

8. INSURANCE. MICRO SYSTEMS shall keep in full force and effect at all times during the term of this Agreement the following insurance coverages: comprehensive general liability insurance, including contractual liability coverage, with minimum limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) annual aggregate; property damage insurance; full worker's compensation insurance equal to the statutory amount required; and employers' liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00). All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best & Co. and satisfactory to PARK DISTRICT in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the PARK DISTRICT no later than seven (7) days prior to the commencement date of this Agreement. All insurance coverage provided by MICRO SYSTEMS shall be primary coverage as to PARK DISTRICT. Any insurance or self-insurance maintained by PARK DISTRICT shall be in excess of MICRO SYSTEMS'S insurance and shall not contribute with it. The PARK DISTRICT, its commissioners, officers, employees, agents, and volunteers are to be covered and named 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 which shall contain express extensions or riders confirming such coverage. The policy and/or coverage shall also contain a contractual liability clause. Such insurance policies shall not be canceled or amended without thirty (30) days prior written notice having been given to the PARK DISTRICT. Such cancellation shall be grounds for the PARK DISTRICT to immediately cancel this Agreement.

9. INDEMNIFICATION. MICRO SYSTEMS shall indemnify, save, defend, and hold harmless PARK DISTRICT, including its commissioners, officers, employees, agents, and volunteers (hereinafter collectively referred to as "PARK DISTRICT") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney and paralegal fees) for which PARK DISTRICT may become obligated by reason of any accident, bodily injury or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, arising (1) as a result of MICRO SYSTEMS' failure to adhere to the terms, conditions, and representations set forth in this Agreement, or (2) MICRO SYSTEMS negligence in performing the services described in this Agreement. Notwithstanding the foregoing, MICRO SYSTEMS shall not be responsible for any liability or alleged liability that is the result of any conduct of PARK DISTRICT employees that may perform the same or similar services for the PARK DISTRICT.

10. REPRESENTATIONS AND WARRANTIES. MICRO SYSTEMS represents and warrants that it has the skills and knowledge necessary to perform the terms of this Agreement in a safe, proper, efficient, thorough, and satisfactory manner and understands that PARK DISTRICT is relying on such representation in contracting with it.

11. ASSIGNMENT. This Agreement shall not be assigned or delegated by either Party to any subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of the other 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.

12. APPLICABLE LAW AND VENUE. The 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, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

13. SEVERABILITY. In the event one or more of the provisions contained in this Agreement shall be determined by the Court of law having appropriate competent 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.

14. WAIVER. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall a failure to insist upon strict compliance with any right or power at any time or times be deemed a waiver or relinquishment of any such term, covenant, condition, right or power at any other time or times.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

16. 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 to:

CHAMPAIGN PARK DISTRICT
Attention: Joe DeLuce, Executive Director
706 Kenwood Road
Champaign, IL 61821

MICRO SYSTEMS INTEGRATION, INC.
d/b/a MICRO SYSTEMS INTERNATIONAL, INC,
Attention: Furat Ibrahim, President
505 S. Neil Street #3
Champaign, IL 61820

17. 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.

18. 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 pertaining to the subject matter hereof and supersede(s) 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

MICRO SYSTEMS INTEGRATION, INC.
doing business as MICRO SYSTEMS
INTERNATIONAL, INC.

By: _____
Craig W. Hays, President

By: _____
Furat Ibrahim, President

Attest:

Attest:

By: _____
Cindy Harvey, Secretary

By: _____
Khaled Nafea, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 1, 2019

SUBJECT: Agreement with Developmental Services Center (DSC) for "Park Walkers"

Background

The Champaign Park District (Park District) contracts with DSC for "park walkers" to pick up trash in Centennial Park, Clark Park, Douglass Park, Glenn Park, Kaufman Lake, Spalding Park, Scott Park, Westside Park, Eisner Park, Garden Hills Park, Washington Park, Citizen's Park, Davidson Park, Hazel Park, Heritage Park, Spalding Detention, and Wesley Park. The current agreement expired October 31, 2018. The Park District and DSC has had an agreement for "park walkers" for many years. This has been a very beneficial working relationship for the Park District and DSC.

Proposed changes to the agreement are as follows:

- Renew the agreement for two (2) years.
- DSC has requested an increase in the hourly pay rate over the two (2) year term. Staff recommends the Park District reimburse DSC at the base rate of \$13.73 per hour in 2019 and \$14.73 per hour in 2020, with the total sum payable not to exceed \$20,000 for each fiscal year.
- Park District staff would like the term of the agreement to begin April 15, 2019 and April 1, 2020. The agreement with expire October 31, 2020.
- The boundaries of Spalding Park, due to Central's newly constructed baseball complex.

Past Pay Rates

Year	Hourly Rate	Total Payable Sum Not to Exceed (FY)	Actual Total Paid (FY)
2014	\$11.61	\$15,500	\$12,100.41
2015	\$12.19	\$17,000	\$16,561.34
2016	\$12.56	\$17,000	\$17,445.61
2017	\$12.94	\$20,000	\$17,008.23
2018	\$13.33	\$20,000	\$12,632.31

Prior Board Action

The Board approved the previous two (2) year agreement on March 8, 2017.

Budget Impact

\$20,000 has been requested in the FY19/20 park maintenance operating budget for the services by DSC employees.

Recommended Action

Staff recommends approving the agreement between DSC and the Park District with the requested revisions and authorizing the Executive Director to execute the agreement in an amount not to exceed \$20,000 for the 2019 and 2020 fiscal years.

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.

Prepared by:

Reviewed by:

Bret Johnson
Grounds & Maintenance Supervisor

Dan Olson
Director of Operations

AGREEMENT

THIS AGREEMENT made and effective this 15th of April, 20~~19~~¹⁵, by and between the Champaign Park District, a municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, and Developmental Services Center, an Illinois not-for-profit corporation (hereinafter referred to as, "DSC"), with a principal office located at 1304 W. Bradley, Champaign, Illinois.

WITNESSETH:

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

Section 1 – General Purpose: The purpose of this Agreement is for the Park District to receive independent contractor services from DSC employees to pick up trash at various park locations, and for DSC to receive compensation for the efforts of those employees who shall then be paid by DSC.

Section 2 – Term: This Agreement shall be effective April 15, 20~~19~~¹⁵ through October 31, 2020~~16~~. This Agreement may be terminated at any time without notice upon express written consent of both Parties, or for default as otherwise provided for herein; provided that either Party may otherwise and without cause terminate this Agreement upon ten (10) days written notice.

Section 3 – DSC Responsibilities:

DSC is to undertake the responsibilities as follows:

A. It shall provide its employees at Park District locations for part-time, temporary park walker positions. The park locations and frequency of services are set forth on Exhibit "A" which is attached hereto, made a part hereof and incorporated by reference herein. Additional tasks consistent with the abilities of the DSC employees may be undertaken from time to time as the Parties determine.

B. It is understood that DSC workers may "job share", or combine their efforts in order to complete the assigned tasks.

C. As the employer, DSC shall be responsible for payment of all wages and benefits of its employees, and shall make all deductions, withdrawals and payments on behalf its employees for federal, state, local taxes and social security benefits. Furthermore, DSC shall indemnify and hold harmless the Park District from any obligations for any such amounts.

D. It shall be responsible for providing worker's compensation coverage for its employees.

E. It shall comply with federal and state labor, wage and hour requirements, including any and all worker productivity documentation and payment information as required by law and regulations thereunder.

F. It shall submit to Park District a monthly billing statement identifying the names of DSC employees, dates of service and hours worked. DSC shall include in the billing information staff labor hours; provided that DSC shall not bill the Park District for staff training or supervision time in any manner whatsoever.

G. It shall provide a working supervisor who will be responsible for management and training of workers, arranging for substitute or replacement workers as needed. DSC shall also provide staff substitutes in the event of the absence of a supervisor.

H. It shall provide crews to work Monday through Friday according to schedules, weather permitting.

I. It shall have its supervisor communicate with designated Park District personnel regarding walking procedures, requirements, priorities and quality control standards as determined by Park District.

J. It shall assure that its employees in every manner respect the confidentiality of Park District operations and procedures.

Section 4 – Park District Responsibilities:

Park District is to undertake the responsibilities as follows:

A. Park District shall communicate its expectations and criteria to DSC relating to park walking procedures, safety and quality control methods and standards.

B. Park District shall reimburse DSC at the base rate of \$13.73~~19~~ per hour in 2019~~5~~ for the services agreed upon and provided hereunder, with the total sum payable for 2019~~5~~ not to exceed \$~~2017~~,000.00. Park District shall reimburse DSC at the base rate of \$14.73~~2.56~~ per hour in 2020~~6~~ for the services agreed upon and provided hereunder, with the total sum payable for 2020~~6~~ not to exceed \$~~2017~~,000.00.

C. Park District shall assure that its employees in every manner respect the confidentiality of DSC operations and procedures.

Section 5 – Insurance: DSC 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 DSC shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of DSC' insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. The policy 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 DSC. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from DSC.

In such event, DSC shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that DSC 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.

DSC 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

- (c) Comprehensive Automobile Liability:
 - Bodily Injury: \$1,000,000 Per Person and \$1,000,000 Per AcDSCent
 - Property Damage: \$500,000 each occurrence or combined single limit of \$500,000

- (d) Umbrella Liability:
 - \$5,000,000 each occurrence

The Park District, Commissioners, 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, DSC 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 DSC'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 the DSC shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the DSC's and shall not contribute to it.

Section 6 – Mutual Hold Harmless and Indemnification: Park District shall indemnify, defend and hold harmless DSC and any of its trustees, directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against DSC that arises solely from an act, failure or omission on the part of Park District, or any of its commissioners, officers, employees, agents, representatives, and volunteers in carrying out the terms of this Agreement.

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

Section 7 – Independent Contractors: DSC acknowledges and agrees that DSC is not an employee of the Park District, is not entitled to any benefits or protections afforded employees of the Park District, nor bound by any obligations of employees of the Park District. Nevertheless, DSC will not act contrary to the policies of the Park District. DSC understands and fully agrees that DSC will not be insured under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District, and that any injury or property damage in connection with the work performed will be DSC's sole responsibility and not that of the Park District. It is also understood that DSC is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and, therefore, DSC will be solely responsible for DSC's own acts or omissions, and those of DSC's employees and agents, if any. The Park District will not in any manner whatsoever be obligated to defend, indemnify or hold harmless DSC, or DSC's employees and agents, if any, in matters of liability.

DSC acknowledges and agrees that DSC is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed pursuant to Social Security, unemployment insurance and worker's compensation insurance on behalf of DSC and those employees and agents, if any, employed by DSC.

Section 85– Default: In the event that either Party fails or refuses to comply with the terms of this Agreement, and cure such default within fifteen (15) days of written notice as provided for herein, then the other Party shall have the right to terminate this Agreement.

~~Section 6 – Hold Harmless and Indemnification: DSC shall indemnify, defend and hold harmless Park District and any of its directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of DSC, or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement~~
~~Section 7 – Independent Contractors: Notwithstanding any other provision of this Agreement, the relationship between Park District and DSC is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer / employee, partners or joint venturers between the Parties, or any of their respective employees, agents or representatives~~
Section 98 – Severability: In the event any one or more of the provisions contained in this Agreement shall 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, therefore, remain in effect.

Section 109 – Assignment - Binding Effect: Neither Party nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other Party.

Section 119– Waiver: Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

Section 124 – Entire Agreement and Amendment: This Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire contract between Park District and DSC, and may be changed, modified or amended only by mutual written agreement executed by Park District and DSC.

Section 132 – Counterparts: This Agreement shall be executed in duplicate each of which shall be deemed to be an original.

Section 143 – Notice: All notices required under this Agreement shall be in writing and shall be deemed to be given on the date they were sent by certified mail, return receipt requested to the address for the respective Party stated below. In addition, any such notice shall also be sent by first class regular U.S. mail.

Champaign Park District
Attn: Joe DeLuce
Executive Director
706 Kenwood Rd.
Champaign, IL 61821

Developmental Services Center
Attn: Danielle Matthews
CEO
1304 W. Bradley
Champaign, IL 61821

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

Champaign Park District

Developmental Services Center

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

EXHIBIT "A"

2019~~5~~/20~~6~~ PARKS

Frequent (2 to 3 times per week)

Centennial (M-F during the months of June, July, & August), Clark, Douglass (Mondays) Glenn, Kaufman Lake, Spalding (south of baseball field and tennis courts and north of railroad tracks, Scott, Westside (Mondays)

Less Frequent (1 to 2 times per week)

Eisner, Garden Hills, Washington

As Needed (at least once per week)

Citizen's Park, Davidson, Hazel, Heritage, Spalding Detention (north of ball field, across tracks), Wesley



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: April 2, 2019
SUBJECT: Bresnan Meeting Center HVAC Replacement

Introduction

The current condensing units for the Bresnan Meeting Center were installed in 1995. There are 8 furnaces and 6 DX cooling coils. Henneman Engineering was asked to evaluate the facility deficiencies, determine the remaining useful life of the existing units, develop 3 alternative HVAC solutions, and create a cost estimate for construction. Following the study, their recommendation was to replace the existing vertical furnaces in-situ with like sized high efficiency condensing furnaces. This is the least expensive option and will have the smallest impact on the building usage during construction. A couple of updated Illinois Administrative Code requirements will be addressed during construction.

Prior Board Action

The Board approved the FY18-19 Capital budget at the March 14, 2018 Regular meeting and the FY19-20 Capital budget at the March 13, 2019 Regular Board meeting.

Bid Results

An invitation to bid was published in *The News-Gazette*. The bids were opened and read aloud on April 2, 2019. A mechanical engineer from Henneman reviewed the bid submissions as well. The results are as follows:

Contractor	Bid Price
A & R Mechanical	\$124,940
Reliable Plumbing & Heating	\$126,190
Davis-Houk Mechanical	\$154,900
Allied Mechanical Services	\$154,950

Budget Impact

\$58,000 was budgeted in the FY18-19 Capital Improvement Plan. An additional \$120,000 was budgeted for in the FY19-20 Capital Improvement Plan. Henneman Engineering's study, completed in June 2018, was \$4,300. The mechanical and electrical engineering, including construction documents and administration, was \$7,000. This leaves \$166,700 for construction of the project.

Recommended Action

Staff recommends accepting the lowest responsible bid that meets all specifications from A & R Mechanical, in the amount of \$124,940 and authorizing the Executive Director to enter into a contract for this work.

Prepared by:

Bret Johnson
Grounds & Maintenance Supervisor

Reviewed by:

Daniel Olson
Director of Operations

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



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 5, 2019

SUBJECT: Carle at the Fields Trail Maintenance Agreement with Carle

Background

Since September of 2017, Park District staff has been working with Carle Hospital and the City of Champaign concerning Carle at the Fields Trail short and long-term issues. It's an intricate matter since almost all of the trail construction is complete, but some of the completed portions are on yet-to-be-annexed property. That is, portions of the completed trail are on property outside of the Champaign Park District boundary. The final version of the trail maintenance agreement with Carle, attached here for reference, addresses the short and long-term concerns of both the annexed and yet-to-be-annexed portions of the trail.

Prior Board Action

No Board action has been taken regarding the Carle maintenance agreement, but in a related matter, the Board approved a separate trail maintenance agreement with the City of Champaign at the February 27, 2019 Special Board Meeting.

Budget Impact

Generally speaking, the Park District will maintain portions of the trail within the annexed property at its expense; the Park District will maintain portions of the trail within the unannexed property at Carle's expense, and the attached agreement addresses the scope and quantity of those maintenance items. The specifics are detailed in the attached maintenance agreement and its attachments.

Recommendation

Staff recommends approving a Carle at the Fields Trail Maintenance Agreement with Carle Foundation. The Park District's attorney has reviewed the final version of the agreement and has no objections.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Joe DeLuce
Executive Director

**AGREEMENT BETWEEN
CHAMPAIGN PARK DISTRICT AND THE CARLE FOUNDATION**

THIS AGREEMENT is made and entered into effective this ____ of April 2019, by and between the Champaign Park District, an Illinois municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, and The Carle Foundation, an Illinois non-profit corporation (hereinafter referred to as, "Carle"), whose principal address is 611 W. Park St., Urbana, IL, 61801, for the purpose of maintaining a portion of the Carle At The Fields trail system (hereinafter referred to as the "Trail" or "Trails", as the case may be).

WITNESSETH:

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

Section 1 – General Purpose. The purpose of this Agreement between the Park District and Carle is to provide the terms and conditions wherein the Park District will maintain certain portions of the Trails that have not been annexed into the City of Champaign as detailed in Exhibit A, in accordance with the standards of the Park District.

Section 2 – Term. This Agreement shall be in effect for a two (2) year period commencing _____, 2019 through _____, 2021.

Section 3 – Permitted Uses. Both Parties shall allow the Trails to be open and used by the public (without charge) during all times of the year, pursuant to Park District policies. Carle shall allow the Park District to maintain the Trails to the standards of the Park District.

Section 4 – Carle Responsibilities. Carle shall:

- A. Allow the Park District access to the Trails for the purposes of any applicable use, maintenance or inspection.
- B. Provide a single lump sum payment of Six thousand dollars (\$6,000.00) to the Park District to provide identification signs, regulatory signs, trash receptacles, benches, pet waste stations, mile markers, and other amenities as agreed upon.
- C. Provide an annual payment of Six thousand two hundred seventy-seven dollars (\$6,277.00) to the Park District in order to maintain the Trails in accordance with Park District standards.
- D. Repair, replace and maintain infrastructure associated storm water within this Trails maintenance agreement area, at no cost to the Park District.
- E. Repair, replace and maintain infrastructure associated with irrigation systems and other potable water systems within the maintenance agreement area, at no cost to the Park District. Furthermore, it shall be responsible for any water detention, retention or pond areas.
- F. Maintain, with service providers, and pay for all public utilities within the Trails maintenance agreement area, including but not limited to electrical, sewer, storm water and natural gas, at no cost to the Park District.

- G. Repair, replace and maintain its benches and other amenities or structures, unless they are damaged by the Park District.

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

- A. Allow Carle access to the Trails for purposes of any use.
- B. Undertake the activities set forth herein with regard to the Trails, which shall for the purpose of this Agreement be deemed to include the path within the thirty (30) foot trail corridor.
- C. Not erect or cause to be erected any permanent buildings, facilities, or structures in the Trails area.
- D. Be responsible for completing an annual inspection of the conditions of the Trails.
- E. Maintain the Trails system to Park District standards for trails, including snow removal (based on Park District scheduling) and mowing, within the thirty (30) foot Trail corridor. The Park District will work with the current landscape contractor to mow the thirty (30) foot Trail corridor for the duration of this Agreement.
- F. Be responsible for the collection and removal of refuse from the Trail area.
- G. Shall be responsible for placement and continued maintenance and restocking of supplies of pet waste stations along the Trail area.
- H. Be permitted to stockpile snow during snow removal processes in designated Carle owned areas, which shall be approved by the Parties. Deicing material shall not be used.
- I. Control or remove unwanted or detrimental vegetation in accordance with park industry standards consistent with appropriate management practices, but shall not provide turf treatments.
- J. Maintain landscaped/mulched areas within the thirty (30) foot Trail corridor. The Park District shall work with the landscape contractor regarding its responsibilities with mulch landscaped areas and Carle shall pay the cost of mulch to meet Carle landscaping standards.
- K. Be responsible for tree care and maintenance within the Trail maintenance area, after the current private planting and care contract/warranty period terminates.
- L. Coordinate any Special Use permits for the Trail with the applicable Carle representative. Such Carle representative shall be required to approve any event scheduled by the Park District, which shall not be unreasonably withheld.

Section 6 – Supervision. Activities on the Trail may require Park District and Carle staff to work jointly to complete maintenance projects. Both Parties shall provide supervision and support when reasonably requested.

Section 7 – Responsibility for Damages to Carle Property. The Park District shall be responsible for and shall pay for any damage it causes to Carle property arising in any manner out of the use or occupation of the Trails pursuant to this Agreement.

Section 8 – Rules, Laws, and Ordinances. The Parties shall comply with any and all applicable laws, ordinances and Park District rules in performing the terms of this Agreement.

Section 9 – Insurance. Carle 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 Carle shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Carle's insurance and shall not contribute with it. Park District, 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. Carle 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 Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for Park District to immediately terminate this Agreement with no further rights afforded Carle. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from Carle. In such event, Carle shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that Carle may from time to time change insurers; provided that, 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. Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Carle's obligation to maintain such insurance. Carle shall maintain in effect at its sole expense workers' compensation insurance that complies with applicable state and federal law.

Section 10 – Independent Contractors. Notwithstanding any other provision of this Agreement, the relationship between Carle and Park District is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish any relationship of employer/employee, partners, or joint venturers between the Parties, or of their respective employees, officers, agents or representatives. In addition, Park District may from time to time hire people to perform labor and other services for it, and any such person shall not be construed to be an employee, agent, or representative of, or contractor with, Carle in any manner whatsoever. Furthermore, Park District does hereby acknowledge its obligations and shall remain responsible for the payment of all withholdings, insurance, or other amounts as may be required by law in connection with its hiring or contracting with any person, and shall in all respects hold Carle harmless from and indemnify it for the payment of any such amounts.

Section 11 – Mutual Hold Harmless and Indemnification. The Park District shall indemnify, defend and hold harmless Carle and any of its trustees, directors, officers, employees, agents, volunteers and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Carle that arises solely from an act, failure or omission on the part of Park District, or any of its commissioners, officers, employees, agents, representatives, and volunteers in carrying out the terms of this Agreement.

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

Section 12 – Default and Termination. . (a) This Agreement may be terminated by the Parties by a mutual written agreement at any time. (b) This Agreement may be terminated for cause in the event of a breach by a Party. In the event of a termination for cause, the non-breaching Party shall provide the breaching Party with a written notice informing the breaching Party of the nature of such cause and providing ten (10) days notice to cure. In the event the breaching Party fails to cure within such ten (10) day period, then the non-breaching Party shall send a further notice informing the breaching Party that this Agreement is terminated. (c) Either Party may terminate this Agreement upon providing a thirty (30) day written notice to the other Party..

Section 13 – Severability. In the event any one or more of the provisions set forth in this Agreement shall be finally determined by a court of competent 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.

Section 14 – Assignment - Binding Effect. Neither party nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

Section 15 – Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

Section 16 – Entire Agreement and Amendment. This Agreement and any written exhibit, amendment, or addendum to it constitute(s) the entire contract between Park District and Carle, and may be changed, modified or amended only by mutual written agreement executed by the Parties.

Section 17 – Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

Section 18 – Notice.

Any notices or other communication required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) sent by overnight delivery by a reputable courier to the address of the Party set forth herein or (d) telecopied to the facsimile number of the Party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, four (4) days following deposit in the United States

mail. Notice of change of address shall be provided by written notice in the manner detailed in this Section.

Champaign Park District
Attn: Executive Director
706 Kenwood Road
Champaign, IL 61821
FAX: (217) 355-8421

Carle Foundation Hospital
Attn: President/CEO
611 W. Park Street
Urbana, IL 61801
FAX: _____

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

Champaign Park District,
a municipal corporation

The Carle Foundation,
an Illinois non-profit corporation

By: _____

By: _____

Name: _____
(print name)

Name: _____
(print name)

Title: _____

Title: _____

Date: _____

Date: _____

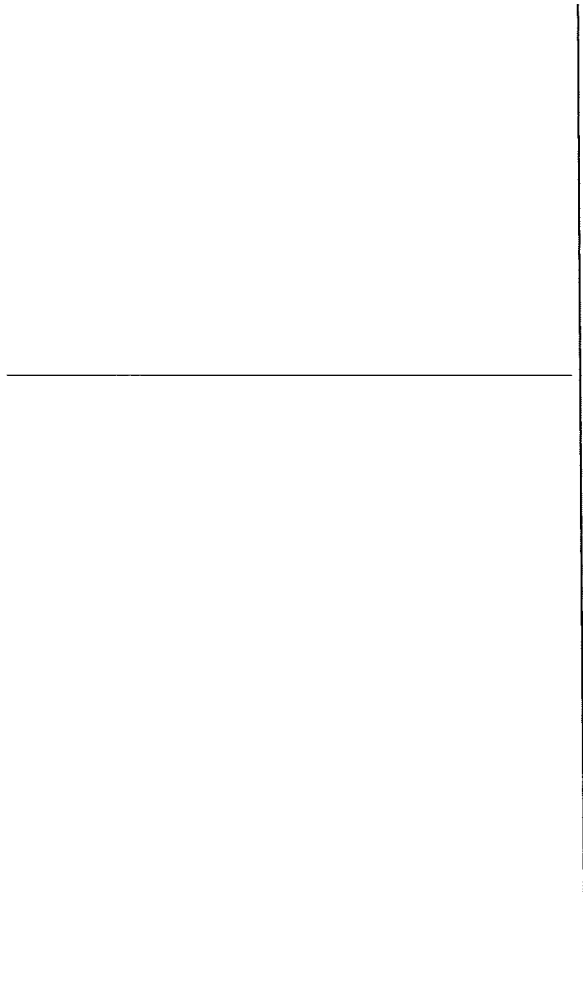
ATTEST:

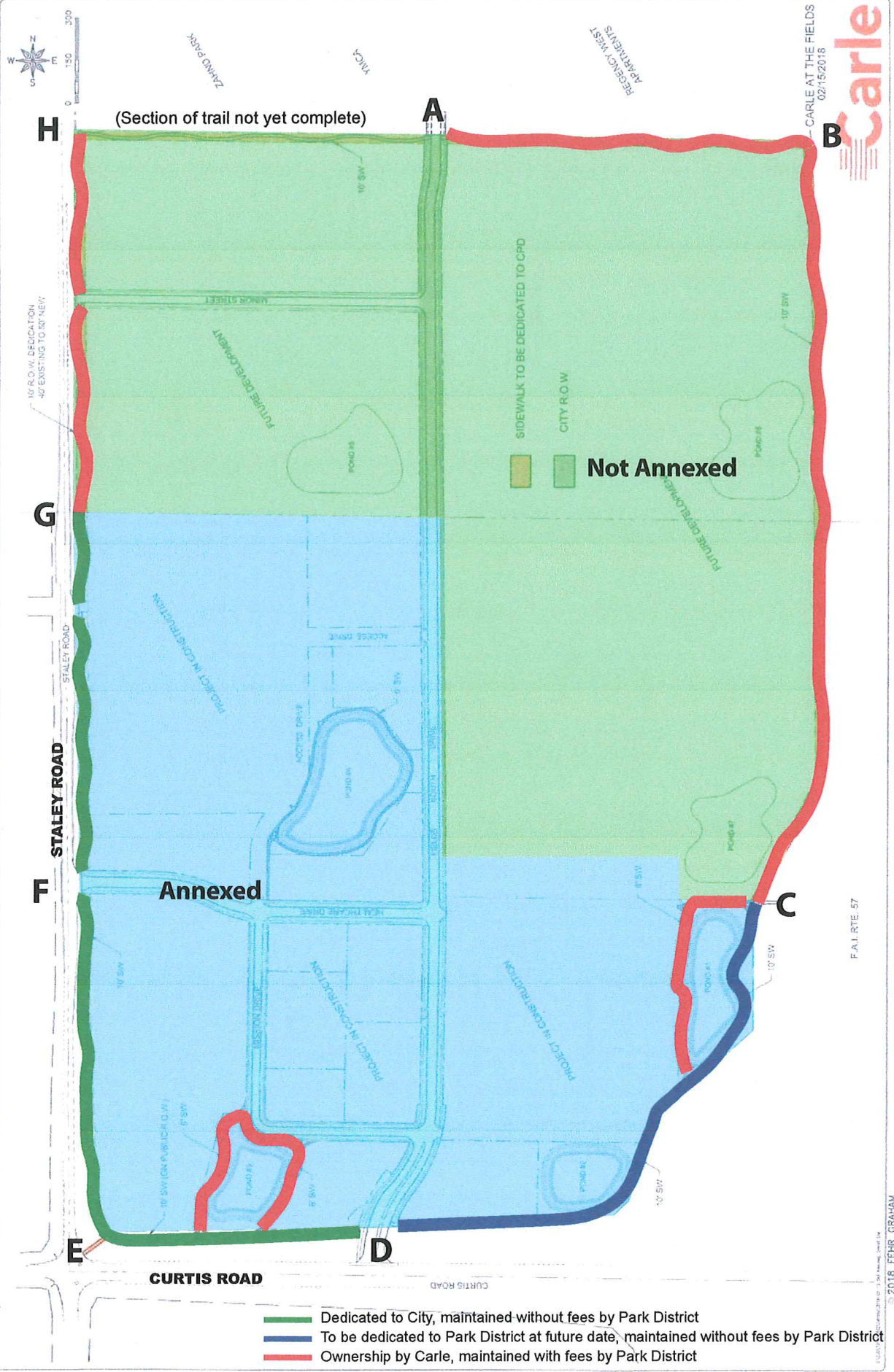
Cindy Harvey, Secretary

**EXHIBIT A
SITE MAP**

See Attachment

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190218 NTS

Note: for informational purposes only. Please refer to final recorded plats for verification of dedications.

Exhibit A



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 5, 2019

SUBJECT: Bristol Park Intergovernmental Agreement with City of Champaign

Background

A number of parks in north Champaign intersect with the Boneyard Creek and the City's ongoing effort to mitigate its stormwater flooding. At the April 11, 2018, Regular Board Meeting, Assistant City Engineer Eleanor Blackmon and City Engineer Dave Clark, along with John Dabrowski of Farnsworth Group presented the City's Boneyard Creek North Branch Improvement Project, which extends along the creek from Neil Street to University Avenue. Since then, City and Park District staff have coordinated the design effort when needed and addressed short-term construction issues. The final agreement is attached for reference.

Prior Board Action

March 13, 2019 Regular Board Meeting—Board discussed the item but no formal action has been taken.

Budget Impact

Specific maintenance items are detailed in the attached agreement. Additionally, the Park District would eventually be responsible for replacing the playground equipment when it reaches its useful life in approximately twenty years.

Recommendation

Staff recommends approval of an Intergovernmental Agreement between the Park District and the City of Champaign for the Construction, Maintenance and Use of Facilities at Bristol Park. The Park District Attorney has reviewed the final version and has no objections.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Joe DeLuce
Executive Director

AN INTERGOVERNMENTAL AGREEMENT
FOR THE CONSTRUCTION, MAINTENANCE AND USE OF FACILITIES
AT BRISTOL PARK
(INCLUDING A STORMWATER DETENTION FACILITY)
(CHAMPAIGN PARK DISTRICT – CITY OF CHAMPAIGN, ILLINOIS)

This Intergovernmental Agreement is entered into this _____ day of _____, 2019 by and between the City of Champaign, Illinois, a Municipal Corporation (“City”), and the Champaign Park District, a Municipal Corporation (“Park District”), collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the City and Park District are body politics and corporate of the State of Illinois and authorized to enter into an intergovernmental agreement pursuant to Article VII of the Illinois Constitution of 1970 and Section 1 of the Intergovernmental Cooperation Act, 5 ILCS 220/1, for the benefit of both entities; and

WHEREAS, in 1997, the City and Park District entered into an Intergovernmental Agreement for the Maintenance and Use of Property Adjacent to the Boneyard Creek Channel (Not Including Stormwater Detention Facilities); and

WHEREAS, the 1997 agreement established that the City intended to acquire the Boneyard Creek Channel and adjacent property in order to perform channel improvements and channel maintenance; and

WHEREAS, the 1997 agreement established that the property adjacent to the channel was necessary for said City purposes and was also available for other compatible park purposes, including, but not limited to, recreation, non-motorized transportation and ornamental landscaping and open space; and

WHEREAS, the 1997 agreement established that the development of the property adjacent to the Boneyard Creek Channel for park purposes is compatible with both the City and the Park District goals and objectives; and

WHEREAS, Bristol Park was established by the Park District at 1300 North Market Street as a park use licensed by the 1997 agreement on City-owned property; and

WHEREAS, the City intends to construct the Boneyard Creek North Branch Improvements Project (the Project) upon the City-owned property along the Boneyard Creek between University Avenue and Neil Street, including the area used by the Park District for Bristol Park; and

WHEREAS, the Project includes the construction of park improvements for an expanded Bristol Park including playground and fitness equipment, a 26-foot by 26-foot pavilion, a 10-foot wide concrete multi-purpose path, a 12-foot wide concrete promenade pathway, perimeter 5-foot wide concrete sidewalks, a pedestrian bridge over the Boneyard Creek, pavilion and pathway lighting, a decorative waterfall feature, creek overlooks, benches, turf, native plantings, trees, trash cans, water fountain, a water hook up, stone columns and walls; and

WHEREAS, the Project also includes the construction of stormwater management improvements including Boneyard Creek reconstruction, creek bank stabilization, wet and dry stormwater detention, storm sewers, a pump station; and

WHEREAS, the City and Park District wish to set forth their understanding as to how park and stormwater improvements will be constructed in the expanded Bristol Park and which body politic owns the improvements after construction and which is responsible for future maintenance and rehabilitation of the improvements; and

WHEREAS, the City and Park District find that the terms of this Agreement will allow ease of administration and the future operation and maintenance of Bristol Park and the City stormwater facilities in the Project area; and

NOW, THEREFORE, the Park District and City agree as follows:

Section 1. Boneyard Creek North Branch Improvement Project. The City will be responsible for the design, construction and installation of all Project improvements within the Project Area, including those located within the expanded Bristol Park area, defined by Bradley Avenue, Market Street, and Alberta Parkway as shown on Exhibit A. The Project within the expanded Bristol Park area consists of drainage improvement features, landscape improvements and various other associated improvements, including the reconstruction of Boneyard Creek, construction of wet and dry detention basins, decorative pedestrian bridge, storm culverts, storm sewers, stormwater pump station, pavement removal and replacement, utility relocations, sidewalks, multi-purpose paths, lighting, plantings, retaining walls, water features, playground equipment, fitness equipment, a pavilion, benches, trash cans, all of which will be installed by the City substantially in accordance with the approved final plans and specifications for the Boneyard Creek North Branch Improvements - Phase D, Project No. 14230900-53010-0745.

Section 2. City Responsibilities. As part of this Agreement, the City will be responsible for the following items:

- Design, construction, installation and funding of all the Project improvements including those located within the expanded Bristol Park, as described in Section 1 of this Agreement.
- Maintenance, rehabilitation, and replacement of all hardscape, including the bridge, all concrete sidewalk, retaining walls, waterfall, decorative rocks, benches.

- Maintenance, rehabilitation, and replacement of all lighting, including trail lighting, pavilion lighting, including the cost of all electricity.
- Maintenance, rehabilitation, and replacement of all stormwater and creek facilities, including storm sewers, stormwater pumps, outcrop stones, creek and pool channel banks. This includes responsibility for repairing erosion in the channel and pool.
- Rehabilitation and replacement of the pavilion.
- Maintenance, rehabilitation, and replacement of native plantings and trees, including the decorative plantings around the waterfall and by the sign at the northwest corner of Bradley Avenue and Alberta Parkway.
- Maintenance, repair and replacement of drinking fountain and the underground water valve/coupler near the pavilion, including the cost of the water and the responsibility for winterizing.
- Snow removal on the perimeter sidewalks, the promenade, ~~and~~ the multipurpose trail, and the approach sidewalks to the fitness area. Snow removal responsibilities are illustrated in Exhibit B.
- Cleanup of flood debris.
- Removal of trash and litter in the Boneyard Creek or its wet detention pool adjacent to the pavilion.
- Funding and installation of interpretive signage relative to stormwater or native vegetation at the City's discretion and with design collaboration with the Park District.

Section 3. Park District Responsibilities. As part of this Agreement, the Park District will be responsible for the following items upon Park District concurrence as to the substantial completion of the Project in the expanded Bristol Park area:

- Mowing, lawncare, maintenance and repair of turf areas.
- Operation and maintenance of the pavilion, excluding pavilion lighting. This includes management of the pavilion use, including pavilion reservation and rental following Park District policy.
- Post-construction ownership of, maintenance and replacement responsibility for playground equipment, fitness equipment, and the surfaces for those areas, with the exception that shade sail replacement costs are the responsibility of the City.
- Installation and maintenance of park sign(s) at mutually agreed upon location(s).
- Responsibility for waste management consisting of the installation and replacement of amenities associated with that management such as trash cans, lids, dog waste stations, dog waste bag holders, signs, etc. including trash collection from trash cans and dog waste stations. Note that the project will install seven trash cans and seven recycling cans in Bristol Park.
- Funding, design, installation and maintenance of signage internal to the Park such as regulatory, directional, and rules signage.
- Funding, design, installation and maintenance of small landscaped areas at the Park District's discretion.
- Snow removal, based on Park District policy, ~~on the playground and fitness area surfaces,~~ within the pavilion and its approach sidewalks, on the creek overlook ~~as well as all sidewalks branching off the multipurpose trail, promenade, or perimeter sidewalk to serve these areas.~~ and its approach sidewalks, and the sidewalks serving the playground. Snow removal responsibilities are illustrated in Exhibit B.

Section 4. Stormwater Utility Fees. In recognition of the purpose of this Agreement and the City ownership of the property, in no event shall the Park District ever be obligated for or assessed any stormwater utility fee or other similar fee or charge regarding the area and park which are the subject of this Agreement.

Section 5. Indemnification. Notwithstanding any other term of this Agreement and regardless of any insurance obtained by the Park District for the benefit of the City, the Park District hereby waives, releases and shall protect and defend the City and acknowledges that the City shall not be liable for, and the Park District shall indemnify and hold the City (including all of its agents, officers and employees) harmless from any loss, liabilities, damages, suits, actions, claim, demands, expenses, attorney's fees, and costs of every kind and nature incurred by or asserted or imposed against the City or its agents, officers and employees during or after the completion of the Project arising out of or in connection with any use, non-use, possession, occupation, existence, condition, operation, design, construction, maintenance, or management of or on or in connection with the Park District maintained portion of improvements by reason of any accident, injury including death, or damage to any person or property however caused, other than by the sole negligence or willful misconduct of the City or its officers, employees or agents.

In a like manner, the City shall hold harmless, indemnify and defend the Park District and its commissioners, officers, employees, agents, representatives, and volunteers on the same terms as set forth above in this Section 5 for any and all loss, liabilities, damages, suits, actions, claims, demands, expenses, attorney's fees, and costs of every kind and nature incurred by or asserted or imposed against the Park District or its commissioners, officers, employees, agents, representatives, and volunteers, or any of them, by reason of any accident, injury including death, or damage to any person or property however caused, other than by the sole negligence or

willfulness misconduct of the Park District or its commissioners, officers, employees, agents, representatives, and volunteers during or after completion of the Project arising out of or in connection any use, non-use, possession, occupation, existence, condition, operation, design, construction, maintenance or management of or on or in connection with the City-owned and maintained portion of the improvements.

Section 6. Insurance. The Park District shall maintain, at its sole expense, for so long as this Agreement remains in effect, a public liability and property damage insurance program which names the City as an additional insured. This insurance shall be in at least the following amounts:

\$1,000,000.00 combined single limit/bodily injury or death

\$300,000.00 combined single limit/property damage

The Park District shall file with the City Clerk a current certificate of insurance evidencing such coverage at the inception of this Agreement and annually thereafter as such insurance coverage is renewed. The City shall provide the same coverage on the same terms, which names the Park District as an additional insured, with suitable extensions and riders as necessary to afford and confirm such coverage. All certificates of insurance in connection herewith shall be furnished to the respective Party no later than seven (7) days prior to the commencement date of this Agreement. Such insurance policies shall not be cancelled or amended without thirty (30) days prior written notice having been given to the respective Party. Any such cancellation shall form a bases for the Party to be indemnified and defended thereunder to obtain a renewal of such policy or acquire an alternative policy, for which the Party whose insurance has been cancelled shall reimburse the other.

Section 7. Term, Breach and Termination. This Agreement shall remain in general effect.

In the event that either Party breaches, defaults in the performance of, or otherwise fails to comply with this Agreement, the other Party may provide notice of such breach, default or non-performance and then permit sixty (60) days after the effective date of notice to cure. The failure to cure shall be a basis for termination. The Parties may otherwise terminate this Agreement by further mutual agreement between them.

Section 8. 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 contemporaneously sent by the first class regular U.S. Mail, as well as by e-mail or facsimile transmission at the address(es) or number set forth below:

City of Champaign
City Manager
102 North Neil Street
Champaign, Illinois 61820
E-Mail: _____
Facsimile Number: _____

Champaign Park District
Executive Director
706 Kenwood Road
Champaign, Illinois 61821
E-Mail: _____
Facsimile Number: _____

Section 9. Assignment. This Agreement shall not be assigned or delegated by either Party to any subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of the other Party which shall not be unreasonably withheld.

Section 10. Applicable Law and Venue. The City shall comply with all applicable federal, state and local statues, rules, regulations, and ordinances with regard to the performance of carrying out of the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

Section 11. Severability. In the event one or more of the provisions contained in this Agreement shall be determined by 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.

Section 12. Waiver. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall 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.

Section 13. Counterparts. This Agreement shall be executed in any number of counterparts, each of which shall be deemed to be an original.

Section 14. 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 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 of this Agreement, the Parties hereto set their hands and seals and executed this Agreement the date and year first above written.

CITY OF CHAMPAIGN

CHAMPAIGN PARK DISTRICT

City Manager

President

ATTEST:

ATTEST:

City Clerk

Secretary

(SEAL)

(SEAL)

APPROVED AS TO FORM FOR CITY:

APPROVED AS TO FORM FOR PARK
DISTRICT

City Attorney

Its Attorney

EXHIBIT A

ABBREVIATIONS

ALT	ALTERNATE
BITUM	BITUMINOUS
BUILD	BUILDING
BW	BOTTOM OF WALL
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CNC	CONCRETE
CONJ	CONSTRUCTION JOINT
DEMOL	DEMOLITION
DEMO	DEMOLITION
EA	DIAMETER
DIAM	DIAMETER
DIR	DIRECTION
EACH	EACH
ELEC	ELECTRIC
EQ	EQUAL
EJ	EXPANSION JOINT
EXIST	EXISTING
EXP	EXPANSION
EXT	EXTERIOR
FC	FACE OF CONCRETE
FOAM	FACE OF MASONRY
FT	FOOT, FEET
FTG	FOOTING
FURN	FURNITURE
GC	GENERAL CONTRACTOR
GEN	GENERAL
HC	HANDICAP
HT	HEIGHT
LANDSCP	LANDSCAPE
LOC	LOCATION
MAS	MASONRY
MATL	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
MIN	MINIMUM
MISC	MISCELLANEOUS
MTL	METAL
MULT	MULTIPLE
NA	NOT APPLICABLE
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OF	OUTSIDE FACE
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
OFPI	OWNER FURNISHED, OWNER INSTALLED
OPENG	OPENING
OPNG	OPENING
PERP	PERPENDICULAR
PH	PHASE
PRCST	PRECAST
PRELIM	PRELIMINARY
PROJ	PROJECT
PVG	PAVING
R	RADIUS
RC	REINFORCED CONCRETE
REQD	REQUIRED
ROW	RIGHT OF WAY
SCHED	SCHEDULE
SD	STORM DRAIN
SF	SQUARE FOOT (FEET)
SIM	SIMILAR
SPEC	SPECIFICATION
SD	SQUARE
SD N	SQUARE INCH
SST	STAINLESS STEEL
STD	STANDARD
STOR	STORAGE
STRUCT	STRUCTURE
T&G	TONGUE AND GROOVE
TEMP	TEMPORARY
TFP	TOP OF FINISH FLOOR
TCB	TOP OF CURB
TOG	TOP OF SLAB
TW	TOP OF WALL
TRYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
UTIL	UTILITY
VF	VERIFY IN FIELD
WTH	WITH

STONE OUTCROPS SCHEDULE

OUTCROP NO.	PAY ITEM L.8 STONE OUTCROP SCHEDULE			
	STONE TYPE 1	STONE TYPE 2	STONE TYPE 3	STONE TYPE 4
1	2	3	2	3
2	3	2	3	2
3	1	2	1	2
4	1	2	1	1
5	1	2	1	1
6	8	13	18	8
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8	2	3	3	3
9	3	3	6	2
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64	4	7	3	5
65	3	3	2	2
66	4	3	4	3
67	4	4	7	4
68	3	2	3	3
69	4	3	2	6
70	5	6	4	2
71	2	3	1	6
TOTAL	238	265	223	173

LANDSCAPE SCHEDULE

PAY ITEM NO.	SP	REF.	IDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY
L.				LANDSCAPE		
L.1	X		21191505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	11,178
L.2	X			TURF TYPE FESCUE SEEDING	SQ FT	236,066
L.3	X			2" MULCH	CU YD	16
L.4.1	X			ACER RUBRUM 'FRANK JR.' - 2.5" CAL	EACH	6
L.4.2	X			ACER SACCHARUM 'FALL PESTA' TM - 2.5" CAL	EACH	3
L.4.3	X			ABUTILON FLAVA - 2.5" CAL	EACH	2
L.4.4	X			ABUTILON FLAVA - 2.5" CAL	EACH	7
L.4.5	X			ABELLONIA FLAVA - 2.5" CAL	EACH	21
L.4.6	X			ABUTILON FLAVA - 2.5" CAL	EACH	69
L.4.7	X			ABUTILON FLAVA - 2.5" CAL	EACH	26
L.4.8	X			ABUTILON FLAVA - 2.5" CAL	EACH	4
L.4.9	X			ABUTILON FLAVA - 2.5" CAL	EACH	4
L.4.10	X			ABUTILON FLAVA - 2.5" CAL	EACH	37
L.4.11	X			ABUTILON FLAVA - 2.5" CAL	EACH	8
L.4.12	X			ABUTILON FLAVA - 2.5" CAL	EACH	24
L.4.13	X			ABUTILON FLAVA - 2.5" CAL	EACH	72
L.4.14	X			ABUTILON FLAVA - 2.5" CAL	EACH	16
L.4.15	X			ABUTILON FLAVA - 2.5" CAL	EACH	48
L.4.16	X			ABUTILON FLAVA - 2.5" CAL	EACH	15
L.4.17	X			ABUTILON FLAVA - 2.5" CAL	EACH	4
L.4.18	X			ABUTILON FLAVA - 2.5" CAL	EACH	18
L.4.19	X			ABUTILON FLAVA - 2.5" CAL	EACH	7
L.4.20	X			ABUTILON FLAVA - 2.5" CAL	EACH	8
L.4.21	X			ABUTILON FLAVA - 2.5" CAL	EACH	6
L.4.22	X			ABUTILON FLAVA - 2.5" CAL	EACH	3
L.4.23	X			ABUTILON FLAVA - 2.5" CAL	EACH	81
L.4.24	X			ABUTILON FLAVA - 2.5" CAL	EACH	31
L.4.25	X			ABUTILON FLAVA - 2.5" CAL	EACH	79
L.4.26	X			ABUTILON FLAVA - 2.5" CAL	EACH	11
L.4.27	X			ABUTILON FLAVA - 2.5" CAL	EACH	4
L.4.28	X			ABUTILON FLAVA - 2.5" CAL	EACH	8
L.4.29	X			ABUTILON FLAVA - 2.5" CAL	EACH	8
L.5	X			PERMEABLE CONCRETE PAVEMENT	SQ FT	85
L.6.1	X	4240416		PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	34,240
L.6.2	X	4240306		PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	18,020
L.7	X			COLORADO CONCRETE PAVING	SQ FT	418
L.8.1	X			STONE OUTCROP TYPE 1	EACH	282
L.8.2	X			STONE OUTCROP TYPE 2	EACH	286
L.8.3	X			STONE OUTCROP TYPE 3	EACH	233
L.8.4	X			STONE OUTCROP TYPE 4	EACH	189
L.9	X			STONE RETAINING WALLS	SF	407
L.10	X			WATER FEATURE COMPLETE	EACH	1
L.11	X			PLAYGROUND EQUIPMENT COMPLETE	EACH	1
L.12	X			PAVILION COMPLETE	EACH	1
L.13	X			EXERCISE AREA COMPLETE	EACH	1
L.14	X			WOOD FIBER SAFETY SURFACE	SQ FT	4,020
L.15	X			POURED IN PLACE RUBBER SAFETY SURFACE	SQ FT	1,481
L.16	X			HANDRAIL TYPE 1	FOOT	585
L.17	X			8" CONCRETE SARKEN CURB	FOOT	148
L.18	X			STONE STREAM STEPPERS & COBBLES COMPLETE	EACH	31
L.19	X			STONE OVERFLOW	SQ FT	980
L.20	X			STONE STEPS	EACH	25
L.21	X			PIPE END TREATMENT	EACH	13
L.22.01	X			STONE COLLAR TYPE 1 COMPLETE	EACH	4
L.22.02	X			STONE COLLAR TYPE 2 COMPLETE	EACH	4
L.23.01	X			STONE SEAT WALLS	L.F.	21
L.23.02	X			BENCH / BQW WALL	L.F.	25
L.24.01	X			BENCH TYPE 1	EACH	7
L.24.02	X			BENCH TYPE 2	EACH	13
L.24.03	X			GROUP TABLE AND UMBRELLA	EACH	2
L.24.04	X			FRANK RECEPTACLE	EACH	9
L.24.05	X			REMOVABLE BOLLARD	EACH	2
L.24.06	X			RECYCLING RECEPTACLE	EACH	8
L.24.07	X			BIKE LOOP	EACH	4
L.28	X			WOODEN PRIVACY FENCE	L.F.	1,380

PAY ITEM NO.	SP	REF.	IDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY
L.28	X			NEE STREET WATER FEATURE	EACH	1
L.27.1	X	251.04		E.C.B. NAG 878 BN	SQ FT	128,900
L.27.2	X	251.04		E.C.B. NAG 8180 BN	SQ FT	22,925
L.28.1	X			DRY PRAIRIE SEED MIX	SQ FT	128,900
L.28.2	X			WET PRAIRIE / SEDGE MEADOW SEED MIX	SQ FT	4,890
L.28.3	X			WET PRAIRIE / SEDGE MEADOW SEED MIX	SQ FT	18,533
L.28.4	X			EMERGENT WETLAND PLANTS	EACH	3,631
L.28.5	X			EMERGENT WETLAND PLANTS	EACH	270
L.31	X			DOCK LOGS	FOOT	626
L.32	X			ALUMINUM LOGGING	L.F.	43
L.33	X			STONE VENEER	SF	1,624

STRUCTURE	STONE VOLUME QUANTITY (SF)	STONE VOLUME QUANTITY (CU YD)
RETAINING WALL	346	80
STONE WALL	346	80
STONE WALL	158	35
STONE WALL	158	35
STONE WALL	394	87
STONE WALL	394	87
STONE WALL	394	87
STONE WALL	394	87
TOTAL	1,026	230

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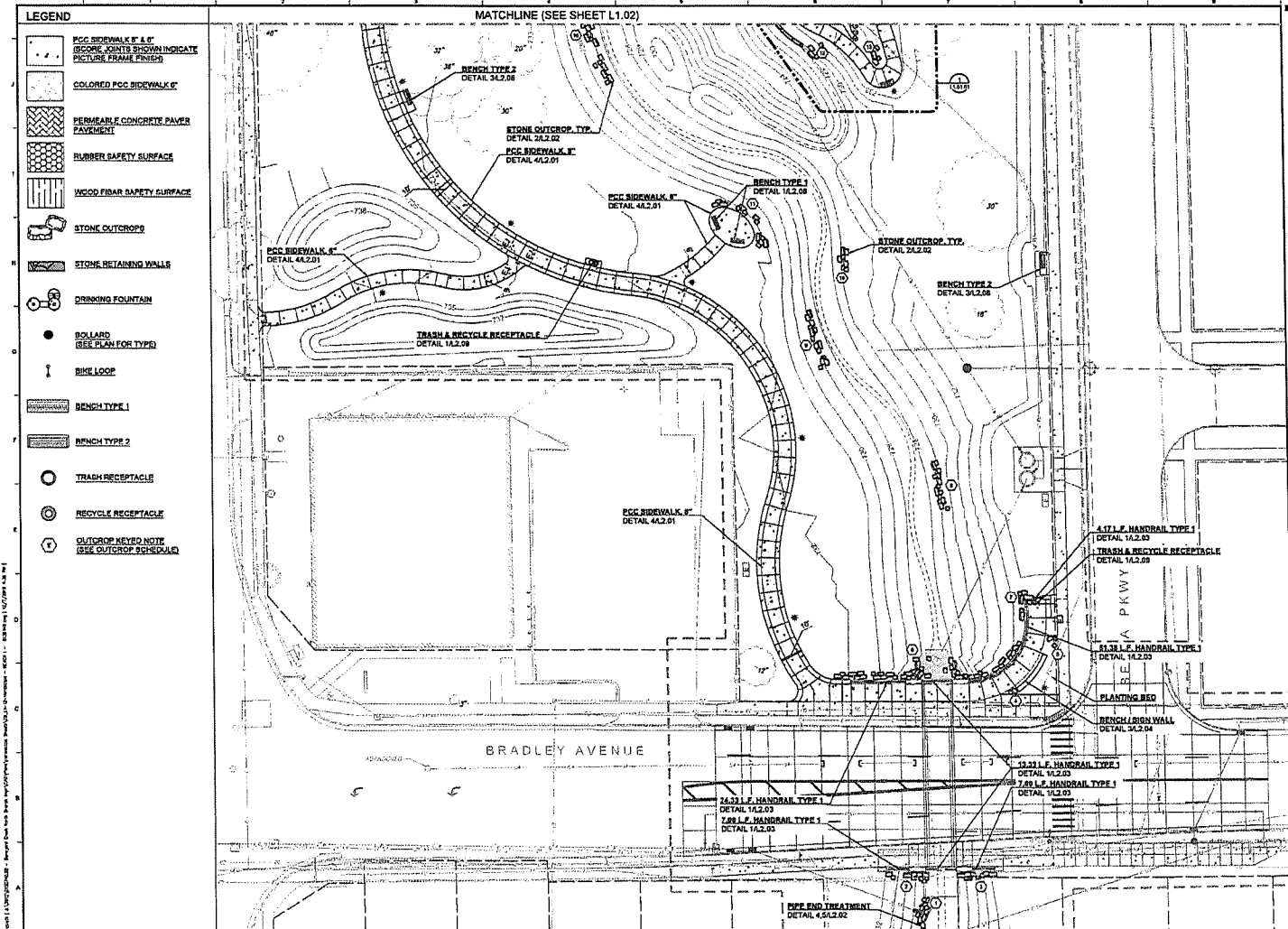
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Boneyard - North Branch - PHASE D

DATE: 01/15/2019
 DESIGN/DRAWN: MAB
 REVIEWED: BAB
 FIELD BOOK NO.: -
 PROJECT NO.: 0180746.00

L0.02



- LEGEND**
- PCC SIDEWALK 6" & 8" (BICOLOR JOINTS SHOWN INDICATE PICTURE FRAME FINISH)
 - COLORED PCC SIDEWALK 6"
 - PERMEABLE CONCRETE PAVER PAVEMENT
 - RUBBER SAFETY SURFACE
 - WOOD FIBAR SAFETY SURFACE
 - STONE OUTCROP
 - STONE RETAINING WALL
 - DRINKING FOUNTAIN
 - BOLLARD (SEE PLAN FOR TYPE)
 - BIKE LOOP
 - BENCH TYPE 1
 - BENCH TYPE 2
 - TRASH RECEPTACLE
 - RECYCLE RECEPTACLE
 - OUTCROP HEIGHT NOTE (SEE OUTCROP DIMENSIONS)

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 Applied Geotechnical Consultants, Inc.

Date: 01/15/2019

Scale: 1" = 10'

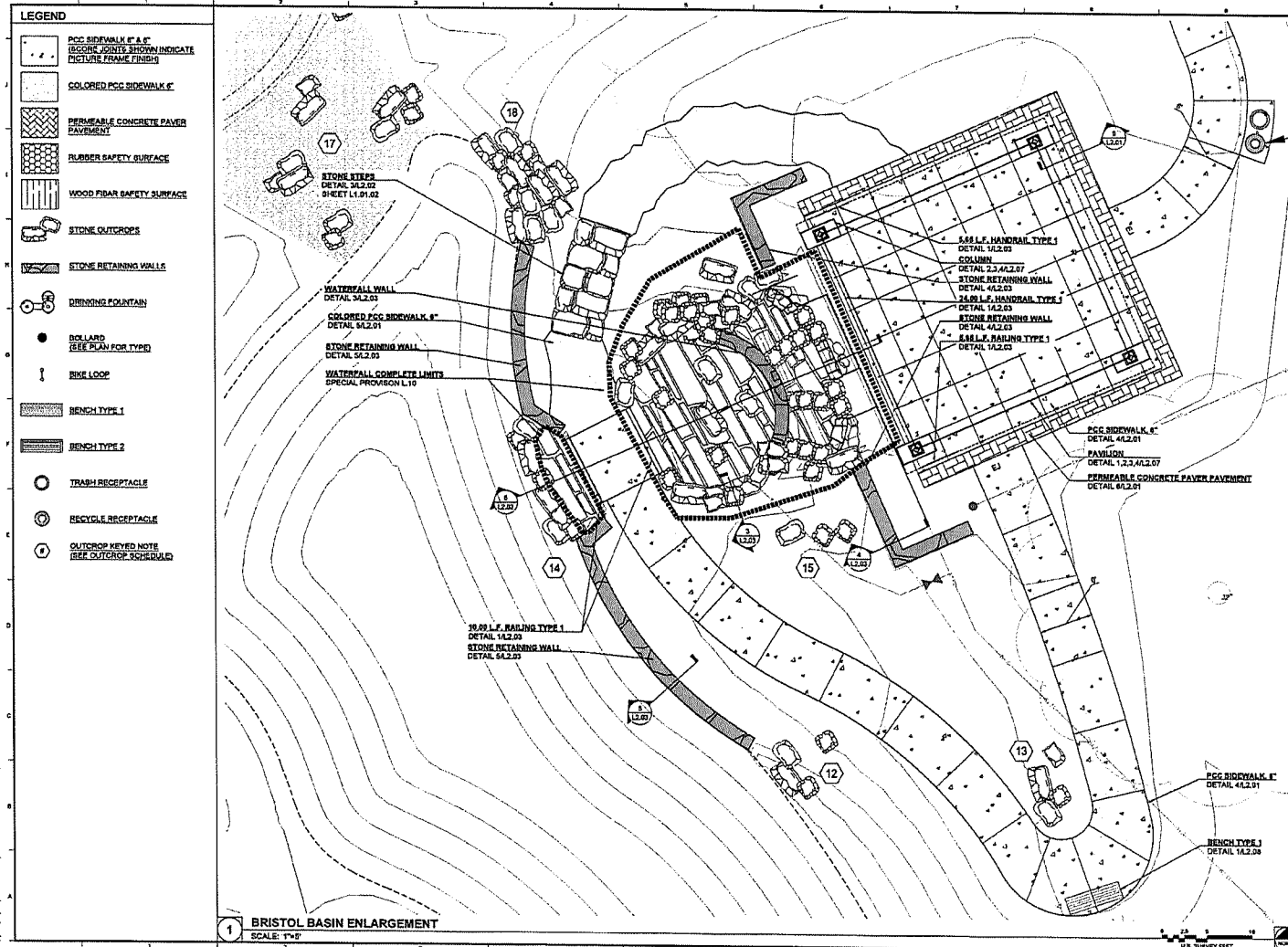
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Boneyard - North Branch - PHASE D

DATE: 01/15/2019
 DESIGN/DRAWN: J.H.
 REVIEWED: B.A.B.
 FIELD BOOK NO.: -

HARDSCAPE PLAN - REACH I

L1.01

PROJECT NO.: 0160740.00



- LEGEND**
- PCC SIDEWALK 6" (EXPAN. JOINTS SHOWN INDICATE PICTURE FRAME FINISH)
 - COLORED PCC SIDEWALK 6"
 - PERMEABLE CONCRETE PAVER PAVEMENT
 - RUBBER SAFETY SURFACE
 - WOOD FIBER SAFETY SURFACE
 - STONE OUTCROPS
 - STONE RETAINING WALLS
 - DRINKING FOUNTAIN
 - BOLLARD (SEE PLAN FOR TYPE)
 - BIKE LOOP
 - BENCH TYPE 1
 - BENCH TYPE 2
 - TRASH RECEPTACLE
 - RECYCLE RECEPTACLE
 - OUTCROP KEYED NOTE (SEE OUTCROP SCHEDULE)

1 BRISTOL BASIN ENLARGEMENT
SCALE: 1"=4'

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Scale: 1"=4'

City of Champaign, Illinois
Boneyard - North Branch - PHASE D

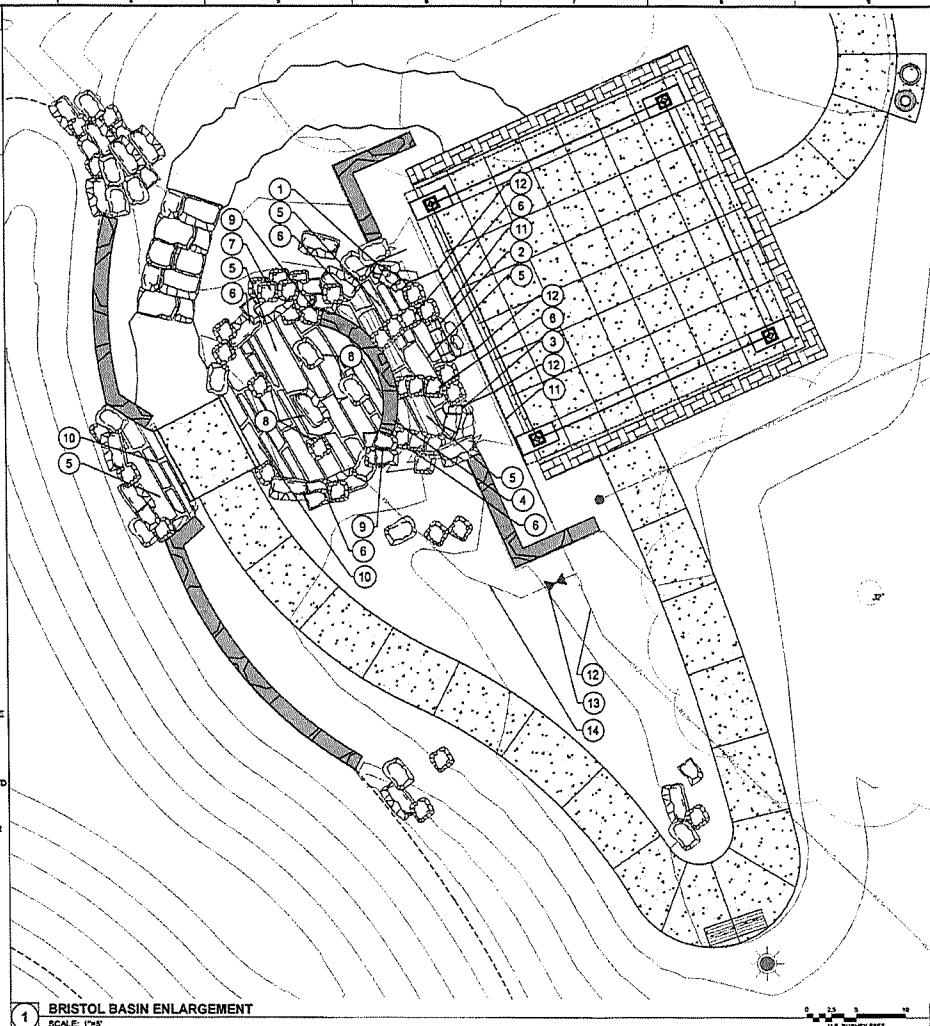
DATE: 01/15/2010
DESIGNED/DRAWN: JLM
REVIEWED: BAB
FIELD BOOK NO.: -

HARDSCAPE PLAN - REACH I ENLARGEMENTS

L1.01.01

PROJECT NO.: 0100740.00

- WATER FEATURE GENERAL NOTES**
- CONSTRUCTION SEQUENCE
 - EXCAVATE FOR THE WATERFALL.
 - INSTALL THE LINER, UNDERLAYMENT AND WATER FEATURE BASE.
 - INSTALL THE STONE RETAINING WALL.
 - INSTALL THE SPILLWAY AND ALL ASSOCIATED PIPING.
 - INSTALL STONE OUTCROPS TO CREATE THE EDGES OF THE WATERFALL FEATURE.
 - INSTALL STONE OUTCROPS IN THE CENTER OF THE FLAGSTONE STEPPED BASE.
 - INSTALL THE FLAGSTONE STEPPED BASE.
 - KEYED NOTES
 - SPILLWAY #1
 - (1) EASYPRO 24" UNIT
 - (1) EASYPRO 18" UNIT, (1) EASYPRO 18R" UNIT.
 - SPILLWAY ELEVATION FOR WATER RELEASE - 733.00
 - INSTALL 1-2" THICK FLAGSTONE, PER THE MANUFACTURERS DIRECTIONS, OVER THE TOP OF THE SPILLWAY TO HIDE IT.
 - INSTALL AN 10"x10"x4" TEE IN THE 8" WATER FEED TO SERVICE THE SPILLWAY
 - SPILLWAY #2
 - (2) EASYPRO 18" UNITS
 - (1) EASYPRO 18L" UNIT,
 - (1) EASYPRO 18R" UNIT
 - SPILLWAY ELEVATION FOR WATER RELEASE 735.00
 - INSTALL 1-2" THICK FLAGSTONE, PER THE MANUFACTURERS DIRECTIONS, OVER THE TOP OF THE SPILLWAY TO HIDE IT.
 - INSTALL AN 10"x10"x4" TEE IN THE 8" WATER FEED TO SERVICE THE SPILLWAY
 - SPILLWAY #3
 - (1) EASYPRO 24" UNIT
 - (1) EASYPRO 18L" UNIT
 - (1) EASYPRO 18R" UNIT
 - SPILLWAY ELEVATION FOR WATER RELEASE 735.00
 - INSTALL 1-2" THICK FLAGSTONE, PER THE MANUFACTURERS DIRECTIONS, OVER THE TOP OF THE SPILLWAY TO HIDE IT.
 - INSTALL AN 10"x10"x4" TEE IN THE 8" WATER FEED TO SERVICE THE SPILLWAY
 - STONE RETAINING WALL
 - SEE DETAIL 64.2.02
 - SEE SPECIAL PROVISIONS L9
 - STEPPED FLAGSTONE BASE: INSTALL 2-3" THICK FLAGSTONE AS THE BASE FOR THE WATER FEATURE. USE SHEETS OF FLAGSTONE THAT ARE 2' X 2' OR LARGER. RANDOM SIZES ARE ENCOURAGED. UPON DRAWING THE SUBBASE LAYOUT THE PROPOSED AREAS WHERE THE FLAGSTONE WILL STEP DOWN TO THE NEXT LEVEL. HAND CHISEL OR CUT JOINTS BETWEEN THE FLAGSTONE SO THAT JOINTS ARE NO LARGER THAN 1" IN SIZE. USE THE APPROVED BLACK FOAM SAND AND GRAVEL MIXTURE TO FILL ALL JOINTS UPON APPROVAL OF THE STONE INSTALLATION. REFER TO THE FOLLOWING FOR ADDITIONAL INFORMATION.
 - SEE DETAIL 64.2.02
 - SEE SPECIAL PROVISION L10
 - WATERFALL WALL STONE EDGE: INSTALL A NATURAL STONE EDGE PER THE SPECIAL PROVISIONS AND DETAILS. MAINTAIN A TOP OF STONE ELEVATION A MINIMUM OF 1.5' ABOVE THE STEPPED FLAGSTONE BASE OF THE WATER FEATURE. INFILL ANY JOINTS BETWEEN THE STONES WITH SMALLER ROCK FROM BEHIND. SPRAY FOAM ALL JOINTS TO ENSURE THAT WATER WILL NOT PASS THROUGH ANY OF THE JOINTS.
 - STONE SETTING AREA: STACK THE SLAB ROCK TO REACH AN ELEVATION OF APPROXIMATELY 4' ABOVE THE STEPPED FLAGSTONE BASE ELEVATION OF THE WATER FEATURE. STONE ELEVATIONS FOR EACH SLAB SHOULD NOT EXCEED 6" IN HEIGHT. STAKE THE AREA PRIOR TO CONSTRUCTION AND REVIEW THE LAYOUT AND THE STONE SELECTION WITH THE LANDSCAPE ARCHITECT. AS SOON AS POSSIBLE BEGIN STEPPING THE STONE DOWN IN ELEVATION TO THE WATERFALL STONE EDGE AS CALLED OUT IN NOTE #8.
 - STONE OUTCROPS IN WATERFALL: INSTALL 6 LARGE STONE OUTCROPS WITHIN THE WATER FEATURE. THIS STONE SHALL MATCH THE WATERFALL STONE EDGE STONE. USE THE APPROVED BLACK FOAM AND GRAVEL MIXTURE FOR ALL JOINTS BETWEEN THE OUTCROPS AND THE STEPPED FLAGSTONE BASE.
 - TRANSITION AREA: INSTALL THE WATERFALL WALL STONE EDGE SO THAT THE TOP MEETS THE ELEVATION OF THE STONE RETAINING WALL. INFILL ANY JOINTS BETWEEN THE STONES WITH SMALLER ROCK FROM BEHIND. USE THE BLACK SPRAY FOAM ON ALL JOINTS TO ENSURE THAT WATER WILL NOT PASS THROUGH ANY OF THE JOINTS. AS SOON AS POSSIBLE BEGIN STEPPING THE STONE DOWN IN ELEVATION TO THE WATERFALL STONE EDGE AS CALLED OUT IN NOTE #8
 - INSTALL THE FLAGSTONE BASE THROUGH THE BOX CULVERT AT A 1% SLOPE
 - 10" WATER FEED TO SPILLWAYS, INCLUDE THE 10" PIPE AND INSTALLATION WITHIN WATER FEATURE LIMITS OF WORK IN THE WATER FEATURE PAY ITEM.
 - WATER FEATURE FORCE MAIN, 4". SEE CIVIL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - WATER FEATURE FORCE MAIN VALVE & BOX, 4". SEE CIVIL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - FORCE MAIN, 4". SEE CIVIL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.



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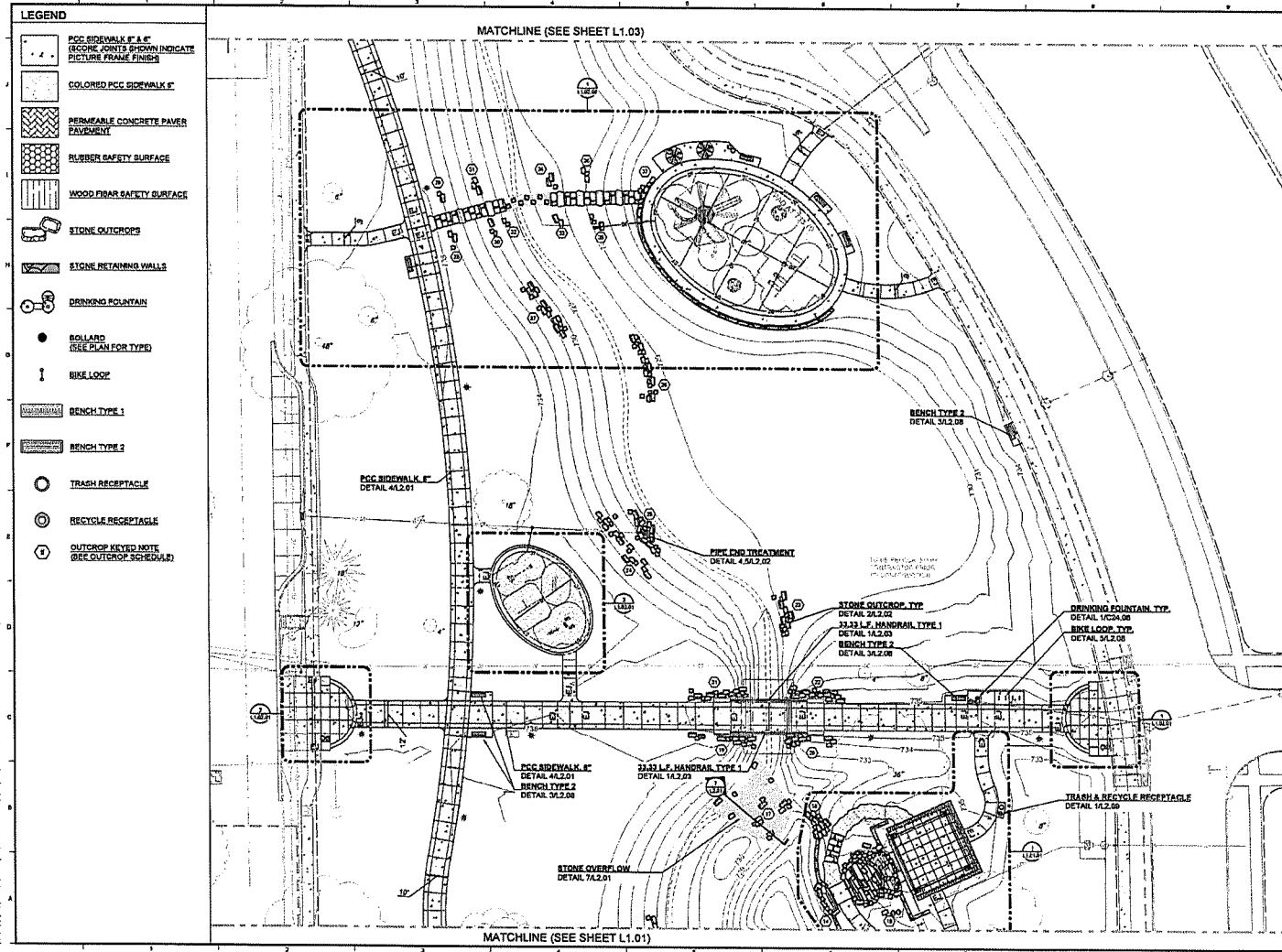
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PROJECT: City of Champaign, Illinois
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DATE: 01/15/2019
DESIGNED/DRAWN: MAB
REVIEWED: BAA
FIELD BOOK NO.:
PROJECT NO.: 0150740.00

L1.01.02



- LEGEND**
- PCC SIDEWALK 8" & 4" (CORE JOINTS SHOWN INDICATE PICTURE FRAME FINISH)
 - COLORED PCC SIDEWALK 4"
 - PERMEABLE CONCRETE PAVER PAVEMENT
 - RUBBER SAFETY SURFACE
 - WOOD FIBAR SAFETY SURFACE
 - STONE OUTCROPS
 - STONE RETAINING WALLS
 - DRINKING FOUNTAIN
 - BOLLARD (SEE PLAN FOR TYPE)
 - BIKE LOOP
 - BENCH TYPE 1
 - BENCH TYPE 2
 - TRASH RECEPTACLE
 - RECYCLE RECEPTACLE
 - OUTCROP KEYED NOTE (SEE OUTCROP SCHEDULE)

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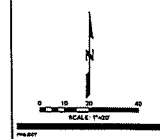
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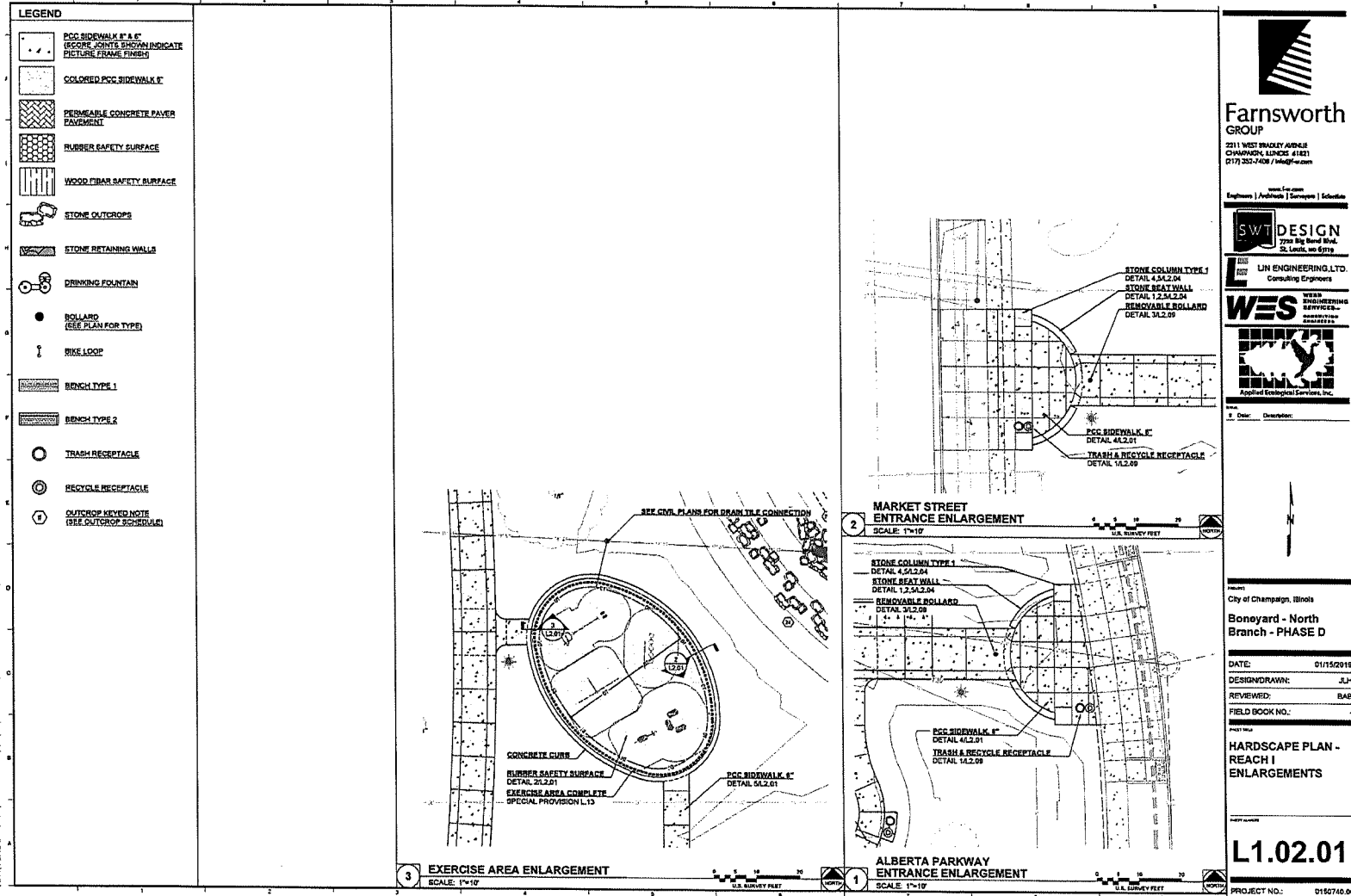
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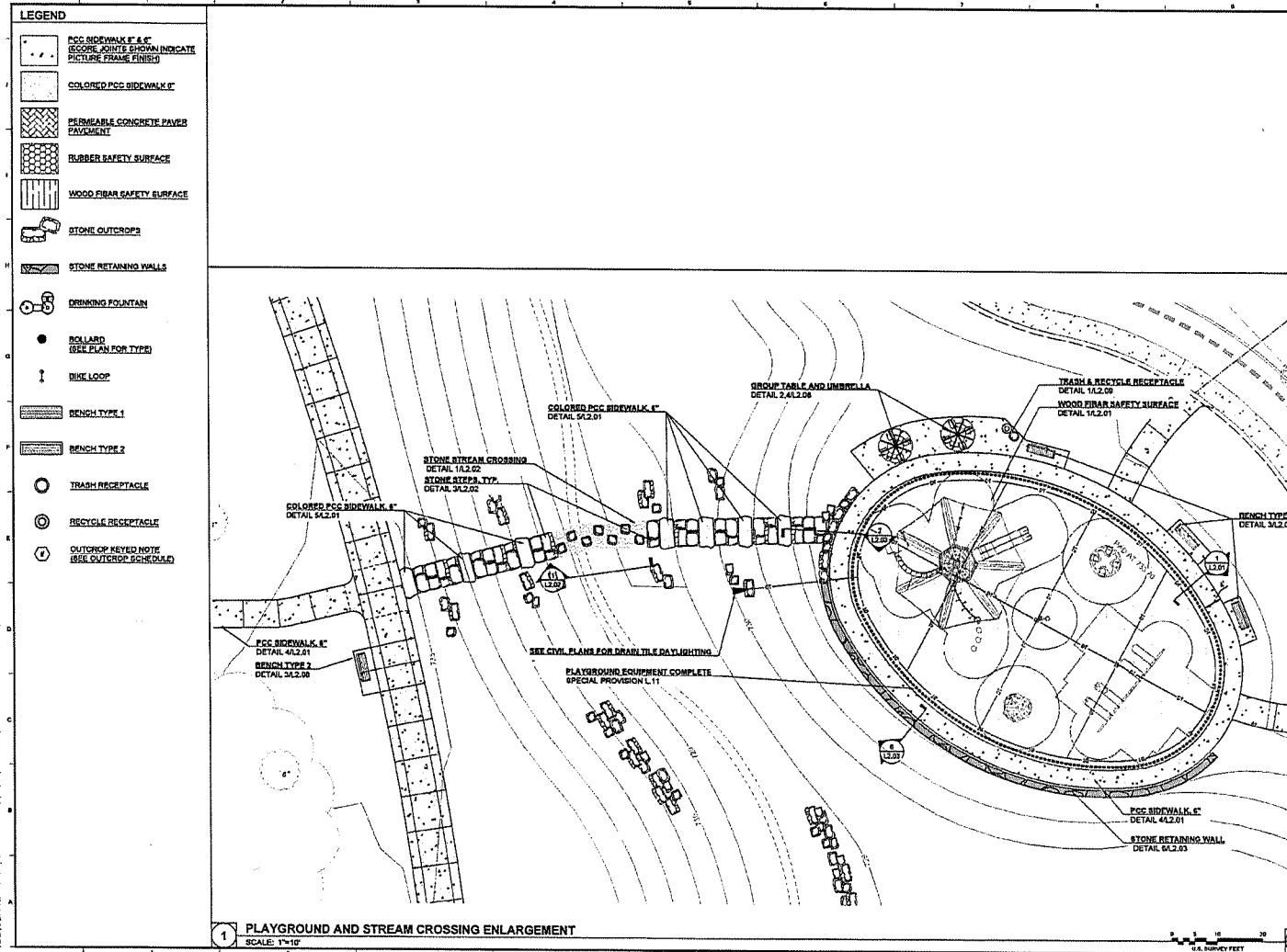
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 FIELD BOOK NO.:
 HARDSCAPE PLAN - REACH I

L1.02

PROJECT NO.: 0150748.00

Files: I:\2018\0150748.00 - Boneyard - North Branch - PHASE D\Drawings\Hardscapes\Boneyard\Site\Boneyard - North Branch - PHASE D - L1.02.dwg





LEGEND

- PCC SIDEWALK 4" & 6" (AGGREGATE JOINTS SHOWN INDICATE PICTURE FRAME FINISH)
- COLORED PCC SIDEWALK 4"
- PERMEABLE CONCRETE PAVED PAVEMENT
- RUBBER SAFETY SURFACE
- WOOD FIBER SAFETY SURFACE
- STONE OUTCROPS
- STONE RETAINING WALLS
- DRINKING FOUNTAIN
- BOLLARD (SEE PLAN FOR TYPE)
- RISK LOOP
- BENCH TYPE 1
- BENCH TYPE 2
- TRASH RECEPTACLE
- RECYCLE RECEPTACLE
- OUTCROP KEYED NOTE (SEE OUTCROP SCHEDULE)

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Boneyard - North Branch - PHASE D
















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 DESIGN/DRAWN: J.J.H.
 REVIEWED: B.A.B.
 FIELD BOOK NO.: -

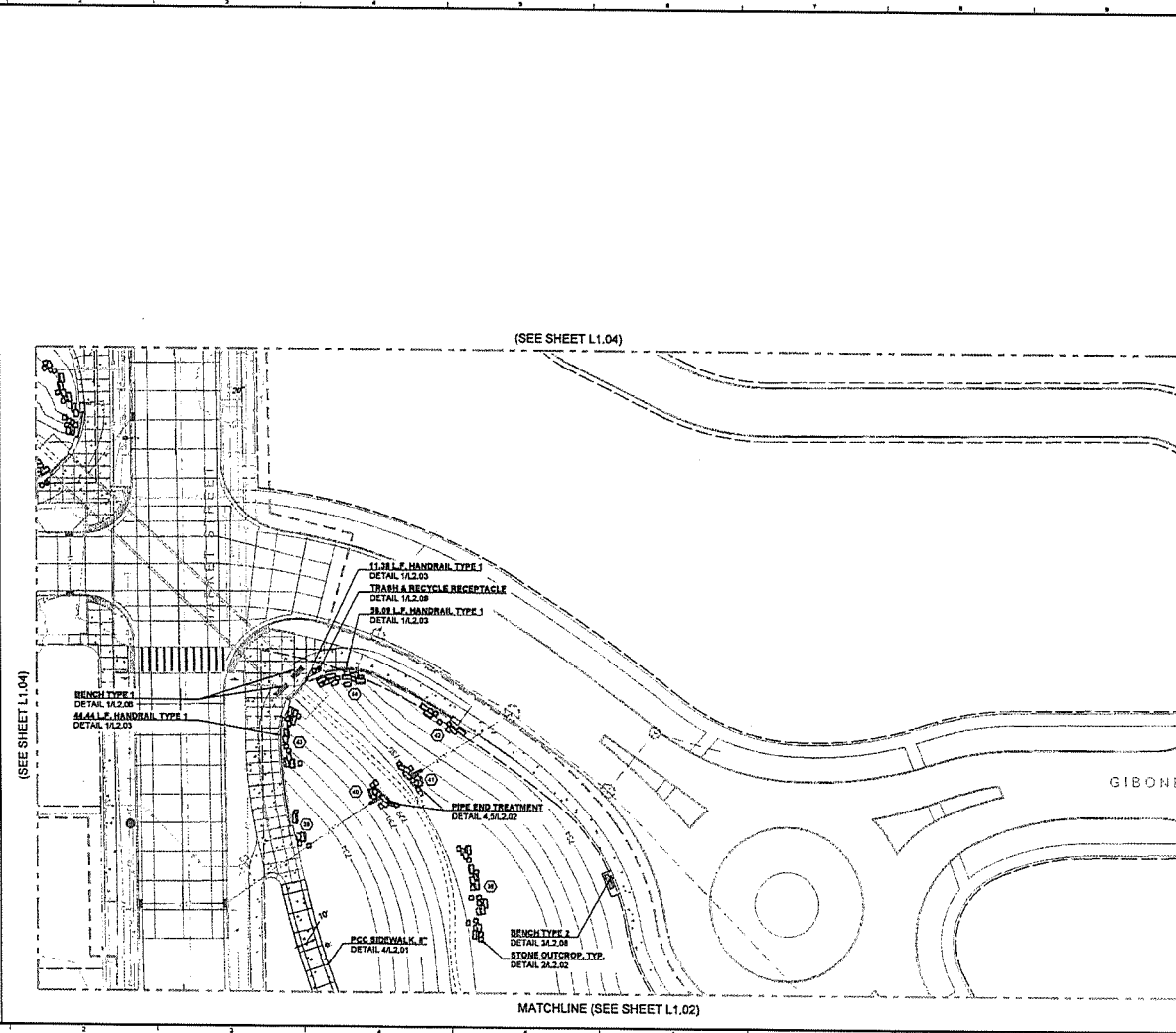
HARDSCAPE PLAN - REACH I ENLARGEMENTS


L1.02.02

PROJECT NO.: 0150746.00

LEGEND


-  PCC SIDEWALK 8' x 6' (SCORE JOINTS SHOWN INDICATE PICTORIAL FRANK FINISH)
-  COLORED PCC SIDEWALK 6'
-  PERMEABLE CONCRETE PAVER PAVEMENT
-  RUBBER SAFETY SURFACE
-  WOOD GRAIN SAFETY SURFACE
-  STONE OUTCROP
-  STONE RETAINING WALLS
-  DRINKING FOUNTAIN
-  BOLLARD (SEE PLAN FOR TYPE)
-  BIKE LOOP
-  BENCH TYPE 1
-  BENCH TYPE 2
-  TRASH RECEPTACLE
-  RECYCLE RECEPTACLE
-  OUTCROP KEYED NOTE (SEE OUTCROP RECEPTACLE)






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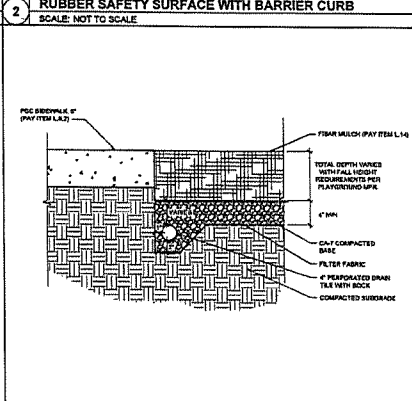
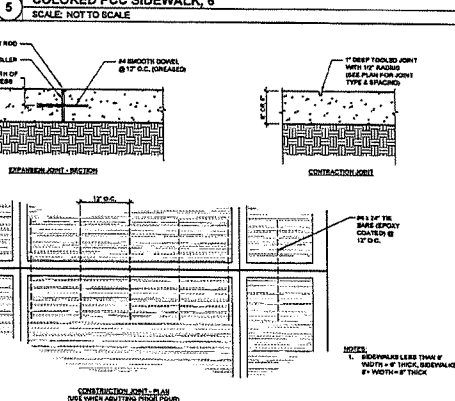
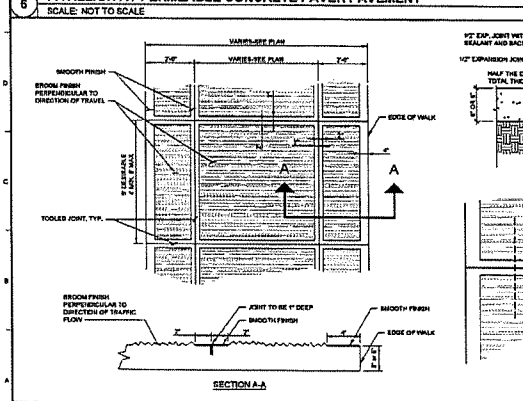
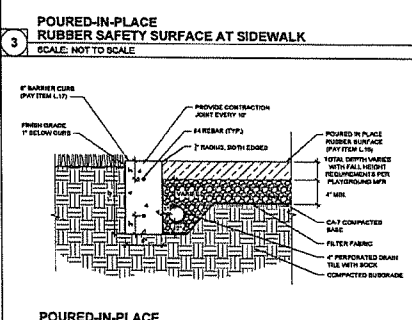
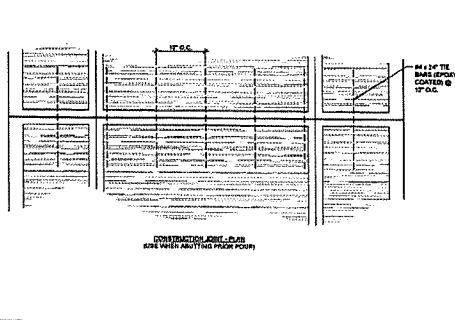
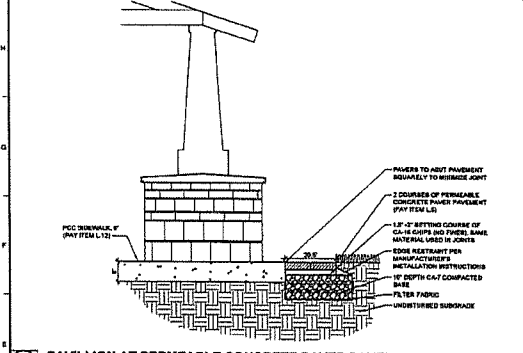
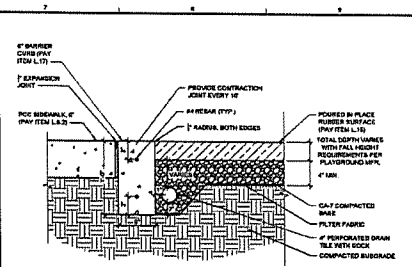
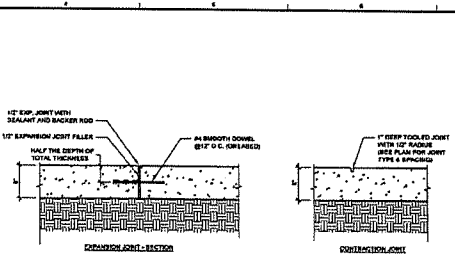
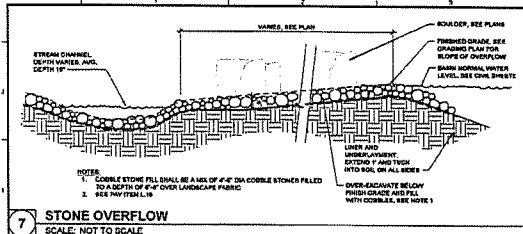
PROJECT
 City of Champaign, Illinois
Boneyard - North Branch - PHASE D

DATE: 01/15/2019
 DESIGN/DRAWN: J.H.
 REVIEWED: BAS
 FIELD BOOK NO.: -

HARDScape PLAN - REACH I

L1.03

PROJECT NO.: 0150740.00



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Applied Ecological Services, Inc.

City of Champaign, Illinois
Boneyard - North Branch - PHASE D

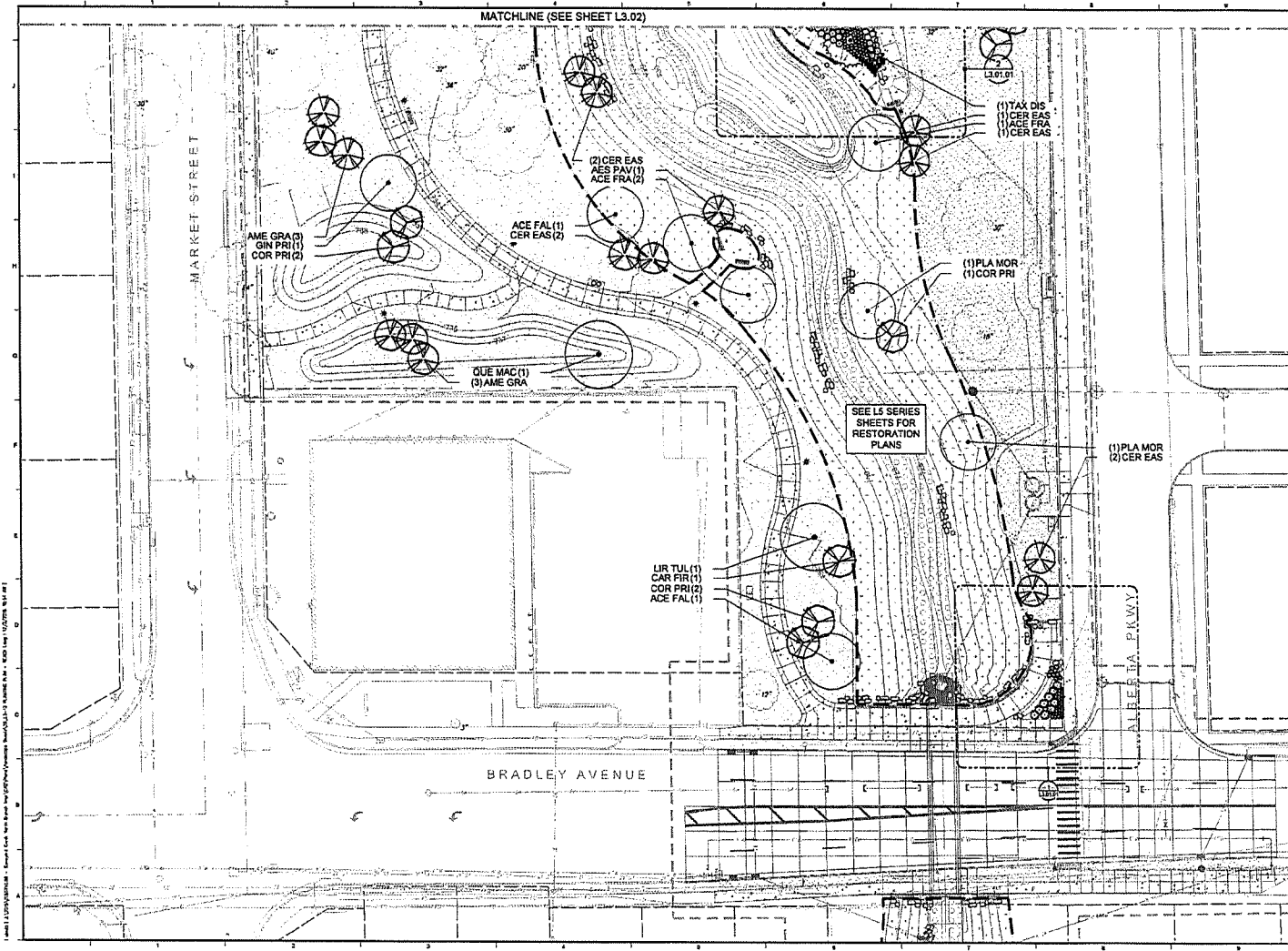
DATE: 01/15/2019
DESIGN/DRAWN: MAB/JAH
REVIEWED: BMB
FIELD BOOK NO.:
SHEET NO.:

HARDSCAPE DETAILS - PHASE D

L2.01

PROJECT NO.: 0150740.00

EXHIBIT A



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 CONSULTANTS
 11111 W. 111th Street
 Overland Park, MO 66213

Applied Ecological Services, Inc.

Date: _____
 Drawn by: _____

City of Champaign, Illinois
Boneyard - North Branch - PHASE D

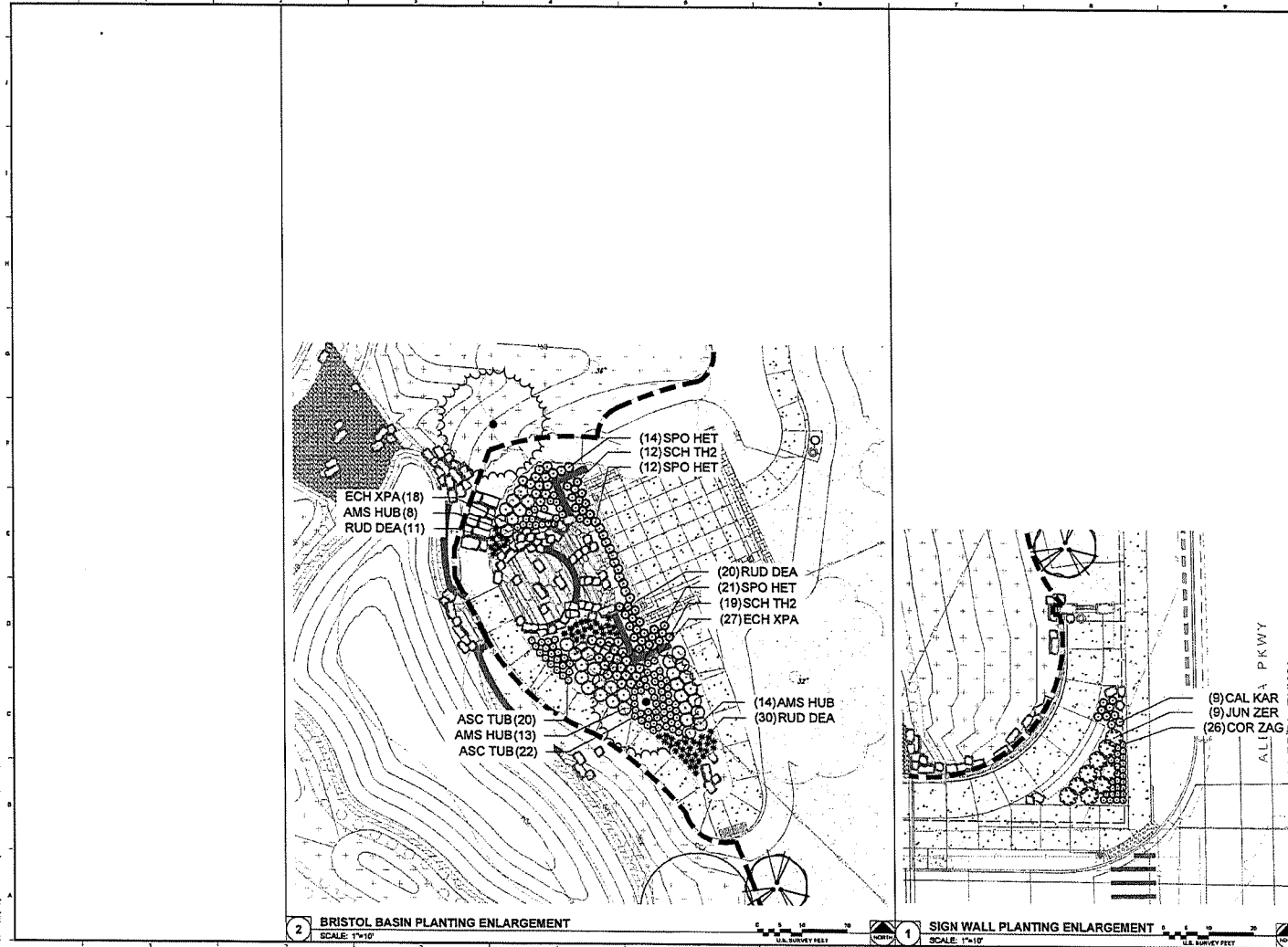
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 DESIGN/DRAWN: MAB
 REVIEWED: BAB
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PLANTING PLAN - REACH 1

L3.01

PROJECT NO.: 0150740.00

EXHIBIT A



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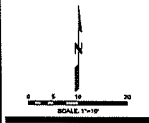


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Applied Ecological Services, Inc.

Date: Description



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City of Champaign, Illinois

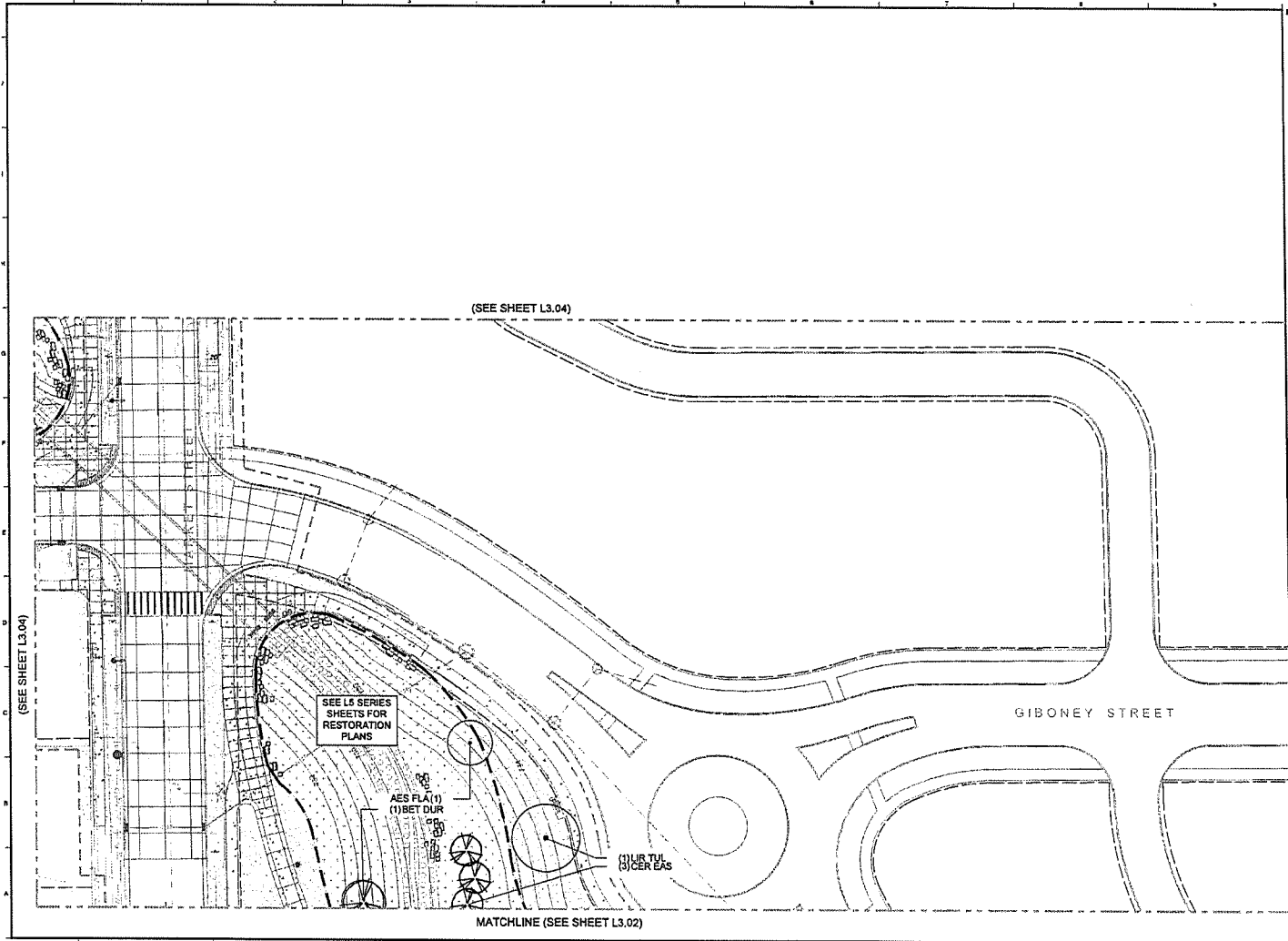
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DATE:	01/15/2019
DESIGNED/DRAWN:	MAB
REVIEWED:	DAD
FIELD BOOK NO.:	

PLANTING PLAN - REACH I ENLARGEMENTS

L3.01.01

PROJECT NO.: 0150746.00







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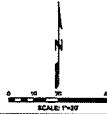


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APPLIED ECOLOGICAL SERVICES, INC.

Date Description



SCALE 1"=80'

PROJECT
City of Champaign, Illinois

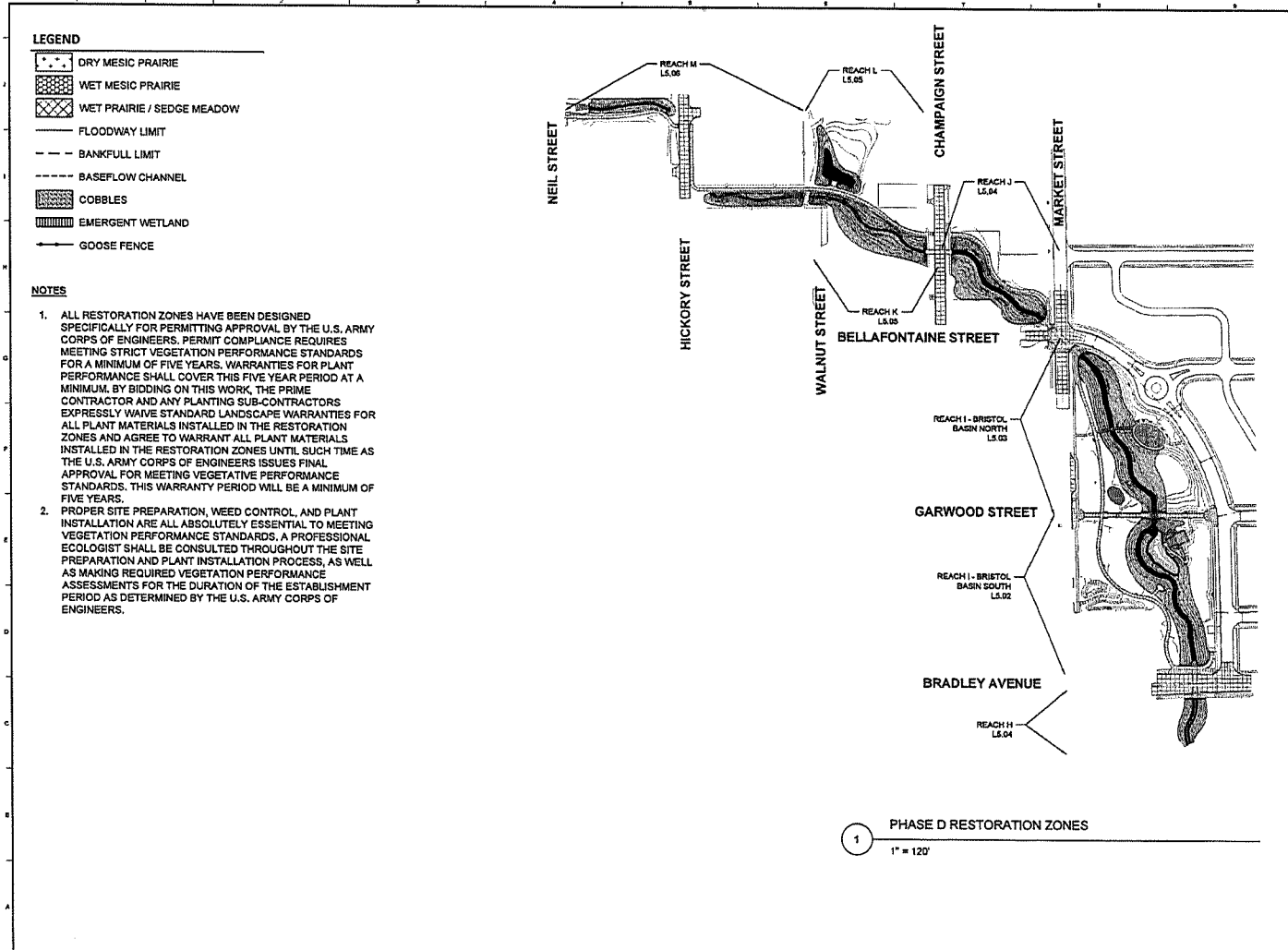
Boneyard - North Branch - PHASE D

DATE:	01/15/2019
DESIGNED/DRAWN:	MAD
REVIEWED:	BAR
FIELD BOOK NO.:	-

PLANTING PLAN - REACH I

L3.03

PROJECT NO.: 0156740.00



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Consulting Engineers

WES
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Applied Ecological Services, Inc.

Date: Description:

N

0 60' 120' 240'

SCALE: 1" = 120'

CITY OF CHAMPAIGN, ILLINOIS

Boneyard - North Branch - PHASE D

DATE: 12/14/2018
DESIGNED/DRAWN: WCC
REVIEWED: EPJ
FIELD BOOK NO.:

Phase D Restoration - Legend, Schedule & Notes

L5.01
1 of 9
PROJECT NO.: 0150740.00



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Date Description

DRY MESSIC PRAIRIE SEED MIX

Scientific Name	Common Name	% of Mix	Seeds/Oz.	Oz./Acres	lbs./Acres
Grasses & Sedges:					
<i>Andropogon scoparius</i>	Little bluestem	0.20	8800	69.3	
<i>Bouteloua curtipendula</i>	Side oak grama	0.18	8000	76.2	
<i>Carex lasiocarpa</i>	Copper shrubbed sedge	0.18	29000	18.4	
<i>Carex brevior</i>	Plain oval sedge	0.08	20000	5.3	
Total Grasses		0.64	8818	179.2	10.8
Forbs:					
<i>Ammophila canescens</i>	Lead plant	0.03	16000	5.7	
<i>Asclepias tuberosa</i>	Butterfly weed	0.01	3300	5.7	
<i>Aster laevis</i>	Smooth blue aster	0.05	78000	2.4	
<i>Conoclinium parviflorum</i>	Stiff conopsis	0.04	11875	10.3	
<i>Echinochloa pallida</i>	Pale purple cornflower	0.02	3200	17.8	
<i>Eryngium yuccifolium</i>	Rattlesnake master	0.04	4000	15.2	
<i>Parthenocissis vitacea</i>	Frigo vine beard tongue	0.04	115000	1.1	
<i>Physalis peruviana</i>	Purple toadflax	0.04	18000	8.1	
<i>Rudbeckia hirta</i>	Black-eyed Susan	0.04	2925	4.9	
<i>Solidago rigida</i>	Stiff goldenrod	0.04	110000	1.4	
<i>Solidago speciosa</i>	Showy goldenrod	0.04	40000	2.7	
<i>Teleschium ciliatum</i>	Spiderwort	0.01	16000	0.9	
<i>Zizia aurea</i>	Golden Alexanders	0.03	7600	11.6	
Total Forbs		0.67	822725.0	93.3	6.8
Total All Species					173.8
Temporary Cover Crop:					
<i>Elymus canadensis</i>	Canada wild rye			37.8	2.8
<i>Avena sativa</i>	Common oats			328.0	25.0

WET MESSIC PRAIRIE SEED MIX

Scientific Name	Common Name	% of Mix	Seeds/Oz.	Oz./Acres	lbs./Acres
Grasses & Sedges:					
<i>Bromus ciliatus</i>	Fringed brome	0.16	17700	17.2	
<i>Calamagrostis canadensis</i>	Blue joint grass	0.16	84500	3.2	
<i>Carex comosa</i>	Brittly sedge	0.10	14000	2.9	
<i>Carex vulpinoidea</i>	Brown fox sedge	0.10	12600	2.4	
<i>Glyceria spicata</i>	Four mane grass	0.04	11300	1.1	
<i>Lernaea oxyzygia</i>	Rice cut grass	0.05	84500	1.8	
<i>Scirpus atrovirens</i>	Dark green bulrush	0.05	97200	0.9	
Total Grasses		0.64	177300	28.4	1.8
Forbs:					
<i>Aster laevis</i>	Swamp aster	0.05	76000	2.0	
<i>Asclepias incarnata</i>	Swamp milkweed	0.02	450	15.4	
<i>Eupatorium perfoliatum</i>	Common boneset	0.03	13900	0.7	
<i>Liatris scariosa</i>	Marsh blazing star	0.04	11000	11.1	
<i>Loelia cardinalis</i>	Cardinal flower	0.03	16000	0.6	
<i>Lobelia spicata</i>	Great blue lobelia	0.02	82000	0.8	
<i>Penstemon digitalis</i>	Frigo vine beard tongue	0.05	118000	1.3	
<i>Physalis peruviana</i>	Obedient plant	0.04	25000	4.9	
<i>Physalis virginiana</i>	Virginia mountain mint	0.04	40000	1.0	
<i>Monarda arvensis</i>	Wild mint	0.03	76000	0.5	
<i>Ratibida pinnata</i>	Yellow coneflower	0.01	20350	3.6	
<i>Rudbeckia hirta</i>	Black-eyed Susan	0.05	11000	1.4	
<i>Solidago rigida</i>	Rudbeckia's goldenrod	0.05	84500	1.8	
<i>Zizia aurea</i>	Golden Alexanders	0.03	17000	7.6	
Total Forbs		0.51	128100	60.2	3.1
Total Grasses, Sedges, & Forbs		1.06	317190	78.6	4.9
Temporary Cover Crop:					
<i>Elymus canadensis</i>	Canada wild rye			24.6	1.8
<i>Elymus virginicus</i>	Virginia wild rye			24.6	1.8
<i>Avena sativa</i>	Common oats			348.0	18.8

WET PRAIRIE / SEDGE MEADOW SEED MIX

Scientific Name	Common Name	% of Mix	Seeds/Oz.	Oz./Acres	lbs./Acres
Grasses & Sedges:					
<i>Bromus ciliatus</i>	Fringed brome	0.02	17700	3.4	
<i>Calamagrostis canadensis</i>	Blue joint grass	0.05	84500	1.0	
<i>Carex comosa</i>	Brittly sedge	0.01	14000	0.3	
<i>Carex scoparia</i>	Pointed broom sedge	0.12	83200	4.4	
<i>Carex stipata</i>	Common fox sedge	0.12	34400	10.3	
<i>Carex vulpinoidea</i>	Brown fox sedge	0.1	12600	2.4	
<i>Glyceria spicata</i>	Four mane grass	0.04	11300	1.1	
<i>Juncus effusus</i>	Common rush	0.03	100000	0.1	
<i>Lernaea oxyzygia</i>	Rice cut grass	0.06	84500	1.8	
<i>Scirpus atrovirens</i>	Dark green rush	0.05	167000	0.8	
Total Grasses		0.57	489250	26.4	1.8
Forbs:					
<i>Alisma subcordatum</i>	Water plantain	0.03	78200	1.3	
<i>Aster juncea</i>	Swamp aster	0.04	76000	1.8	
<i>Asclepias incarnata</i>	Swamp milkweed	0.03	450	20.1	
<i>Eupatorium perfoliatum</i>	Common boneset	0.03	12900	0.7	
<i>Liatris spicata</i>	Marsh blazing star	0.03	11000	6.3	
<i>Loelia cardinalis</i>	Cardinal flower	0.03	16000	0.7	
<i>Lobelia spicata</i>	Great blue lobelia	0.03	82000	0.8	
<i>Monarda arvensis</i>	Wild mint	0.03	32000	0.3	
<i>Mimulus ringens</i>	Monkey flower	0.03	100000	0.1	
<i>Penstemon arvensis</i>	Ditch stonecrop	0.04	100000	0.2	
<i>Physalis virginiana</i>	Obedient plant	0.03	20000	3.7	
<i>Physalis peruviana</i>	Common mountain mint	0.03	31150	0.3	
<i>Rudbeckia hirta</i>	Black-eyed Susan	0.03	11900	1.4	
<i>Solidago rigida</i>	Rudbeckia's goldenrod	0.04	84500	1.8	
<i>Zizia aurea</i>	Golden Alexanders	0.03	12200	7.6	
Total Forbs		0.49	688400	48.1	3.0
Total Grasses, Sedges, & Forbs		1.06	1177650	74.5	4.8
Temporary Cover Crop:					
<i>Elymus virginicus</i>	Virginia wild rye			33.6	2.6
<i>Avena sativa</i>	Common oats			328.0	25.0

WET MESSIC PRAIRIE PLUGS

Scientific Name	Common Name	# of Plugs	Planting Zone	Spacing
<i>Asterionema canadense</i>	Canada Anemone	316	Stream Floodplain Shelf	At 1.5' O.C.
<i>Asclepias incarnata</i>	Swamp milkweed	527	Stream Floodplain Shelf	At 1.5' O.C.
<i>Calamagrostis canadensis</i>	Blue joint grass	842	Stream Floodplain Shelf	At 1.5' O.C.
<i>Carex comosa</i>	Brittly sedge	1,053	Stream Floodplain Shelf	At 1.5' O.C.
<i>Carex comosa</i>	Common bur sedge	1,053	Stream Floodplain Shelf	At 1.5' O.C.
<i>Carex lupulina</i>	Common hop sedge	1,053	Stream Floodplain Shelf	At 1.5' O.C.
<i>Carex muscunguensis</i>	Palm sedge	421	Stream Floodplain Shelf	At 1.5' O.C.
<i>Carex vulpinoidea</i>	Brown fox sedge	1,053	Stream Floodplain Shelf	At 1.5' O.C.
<i>Hirsutiopsis</i>	Blue flag iris	527	Stream Floodplain Shelf	At 1.5' O.C.
<i>Juncus effusus</i>	Common Rush	327	Stream Floodplain Shelf	At 1.5' O.C.
<i>Liatris spicata</i>	Marsh blazing star	527	Stream Floodplain Shelf	At 1.5' O.C.
<i>Loelia cardinalis</i>	Cardinal flower	527	Stream Floodplain Shelf	At 1.5' O.C.
<i>Lobelia spicata</i>	Great blue lobelia	316	Stream Floodplain Shelf	At 1.5' O.C.
<i>Penstemon digitalis</i>	Frigo vine beard tongue	316	Stream Floodplain Shelf	At 1.5' O.C.
<i>Physalis virginiana</i>	False dragonhead	316	Stream Floodplain Shelf	At 1.5' O.C.
<i>Physalis peruviana</i>	Common mountain mint	316	Stream Floodplain Shelf	At 1.5' O.C.
<i>Rudbeckia hirta</i>	Black-eyed Susan	316	Stream Floodplain Shelf	At 1.5' O.C.
<i>Solidago rigida</i>	Rudbeckia's goldenrod	527	Stream Floodplain Shelf	At 1.5' O.C.

WET PRAIRIE / SEDGE MEADOW PLUGS

Scientific Name	Common Name	# of Plugs	Planting Zone	Spacing
<i>Alisma subcordatum</i>	Sweet flag	182	Reach M and K	At 1.5' O.C.
<i>Aster juncea</i>	Swamp milkweed	254	Reach M and K	At 1.5' O.C.
<i>Calamagrostis canadensis</i>	Blue joint grass	303	Reach M and K	At 1.5' O.C.
<i>Carex comosa</i>	Brittly sedge	383	Reach M and K	At 1.5' O.C.
<i>Carex scoparia</i>	Common bur sedge	383	Reach M and K	At 1.5' O.C.
<i>Carex vulpinoidea</i>	Brown fox sedge	383	Reach M and K	At 1.5' O.C.
<i>Glyceria spicata</i>	Four mane grass	284	Reach M and K	At 1.5' O.C.
<i>Juncus effusus</i>	Common Rush	182	Reach M and K	At 1.5' O.C.
<i>Liatris spicata</i>	Marsh blazing star	254	Reach M and K	At 1.5' O.C.
<i>Loelia cardinalis</i>	Cardinal flower	254	Reach M and K	At 1.5' O.C.
<i>Physalis virginiana</i>	Virginia Mountain Mint	182	Reach M and K	At 1.5' O.C.
<i>Physalis peruviana</i>	Rudbeckia's goldenrod	254	Reach M and K	At 1.5' O.C.

EMERGENT WETLAND PLUGS

Scientific Name	Common Name	# of Plugs	Planting Zone	Spacing
<i>Andropogon scoparius</i>	SWR Flag	22	Obow Littoral Shelf	At 1.0' O.C.
<i>Alisma subcordatum</i>	Water Plantain	28	Obow Littoral Shelf	At 1.0' O.C.
<i>Carex lasiocarpa</i>	Lake sedge	53	Obow Littoral Shelf	At 1.0' O.C.
<i>Iris virginica</i>	Blue flag iris	60	Obow Littoral Shelf	At 1.0' O.C.
<i>Juncus effusus</i>	Common Rush	22	Obow Littoral Shelf	At 1.0' O.C.
<i>Juncus americanus</i>	Wetland Widgeon	22	Obow Littoral Shelf	At 1.0' O.C.
<i>Scirpus atrovirens</i>	Dark Green Bulrush	22	Obow Littoral Shelf	At 1.0' O.C.
<i>Scirpus fluitans</i>	River bulrush	22	Obow Littoral Shelf	At 1.0' O.C.
<i>Spergularia eurycarpa</i>	Bur Reed	55	Obow Littoral Shelf	At 1.0' O.C.

RESTORATION ZONES SEEDING & PLUG SCHEDULES

1

L5.09
9 of 9
PROJECT NO.: 0156740.00

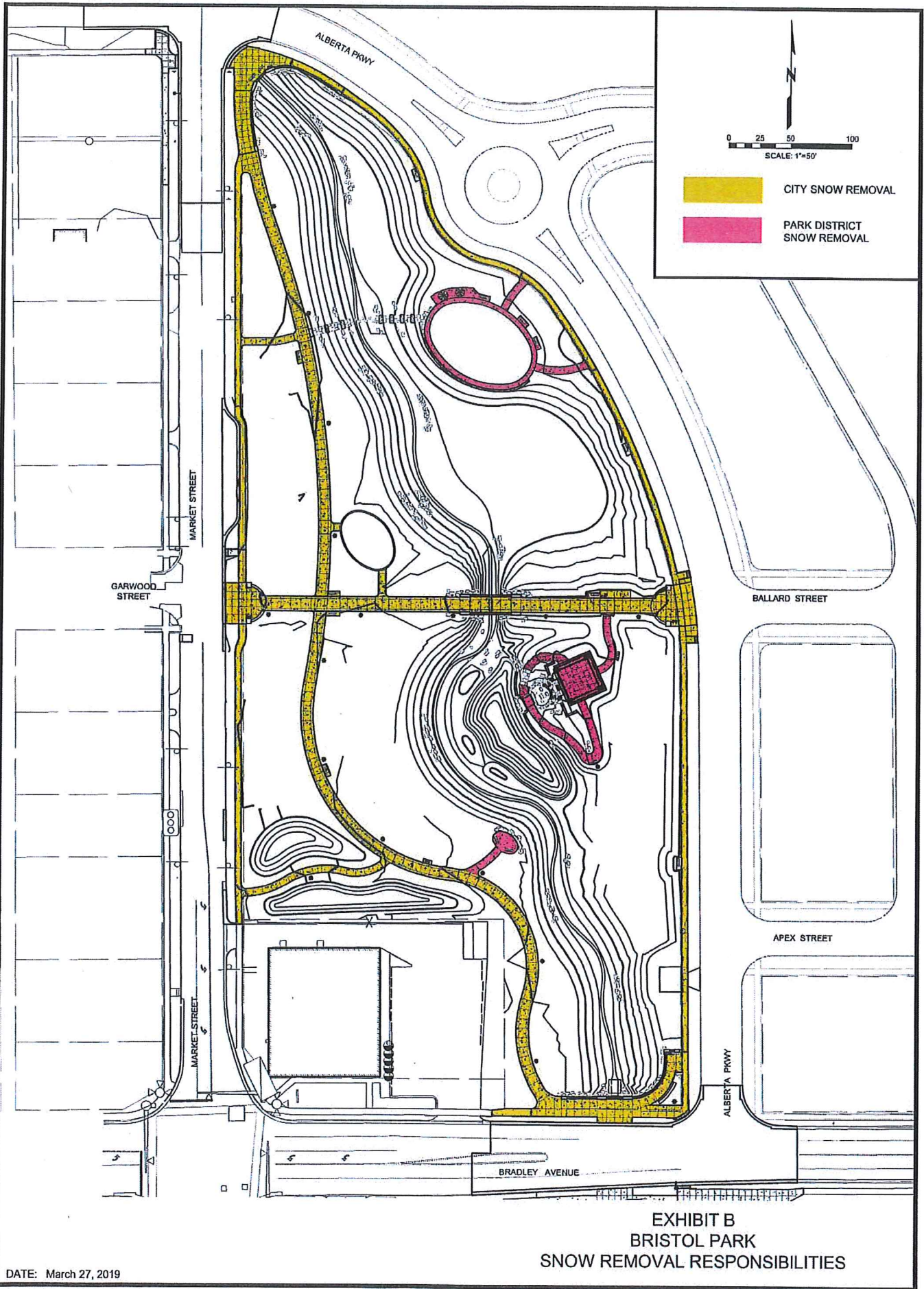


EXHIBIT B
BRISTOL PARK
SNOW REMOVAL RESPONSIBILITIES

DATE: March 27, 2019

I:\admin\1_2019\03\06\04\03 - Burwood Creek North Branch Area\GIS\MapInfo\Snow Removal_CreditMap_1_27172019_2.07_PMI_1



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 3, 2019

SUBJECT: Community Coalition Membership

Background

The Champaign County Community Coalition is requesting the Park District renew the it's membership to the Executive Committee for a yearly fee of \$5,000. Park District staff have serviced as a member of the Executive Committee for five (5) years. Staff would like to continue to serve on the Executive Committee.

The agencies and groups currently on the Executive Committee are, but not limited to, the Urbana Park District, City of Chamapaign, City of Urbana, Champaign and Urbana School Districts, CU Public Health, Regional Planning Commission, Housing Authority of Champaign County, Champaign County Mental Health, United Way, Parkland College, City of Rantoul and all local police departments.

Membership fees paid by the participating agencies and organizations are to cover expenses related to program promotion and facilitation; to accomplish health, wellness and safety initiatives; improve our environment and economic conditions as a community.

The 2019 Priorities and Action Plan for the Champaign Community Coalition include:

Police Community Relations

- Promote positive police-community engagement and support
- Expansion of access and resources to facilitate community engagement
- Coordinate events and activities that encourage engagement

Community Engagement

- Leveraging collaboration and partnerships to address community needs
- Identify and coordinate activities that address community issues
- Focus on aligning, blending, coordinating and leveraging public resources to address disproportionately affected populations and neighborhoods

Youth Development

- Promote healthy youth and family initiatives
- Ensure positive connections for youth
- Summer jobs
- Increase opportunity and resources for non-traditional youth

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.

Community Violence

- Promote violence prevention as a way of life for community and residents
- Coordinate CU Fresh Start initiative
- Promote and coordinate positive police/community related activities

Mutual Advocacy

- Critical coordination of collaborations for identified areas
- Build community capacity to address social and economic issues

Budget Impact

In order to remain a member of the Executive Committee of the Champaign Community Coalition, the Park District must contribute \$5,000 for FY20. These funds are being proposed in the operating budget for FY20.

Recommended Action

Staff recommends the approval of \$5,000 to renew the Park District's membership on the Executive Committee of the Champaign County Community Coalition with these funds being directed to programs in the Champaign community.

Prepared by:

Reviewed by:

Jameel Jones, CGSP
Director of Recreation

Joe DeLuce, CPRP
Executive Director