



**SPECIAL MEETING**  
**BRESNAN MEETING CENTER**  
**706 Kenwood Road, Champaign, Illinois**  
**Wednesday, September 25, 2019**  
**5:30 p.m.**

**A. CALL TO ORDER**

**B. PRESENTATIONS**

1. Project Athletes

**C. COMMENTS FROM THE PUBLIC**

**D. ACTION ITEMS**

1. Approval of an Amendment to the Agreement for Janitorial Services at the Virginia Theatre  
Staff recommends approving an amendment to extend the existing agreement between the Park District and JMC Serve, Inc. DBA ServiceMaster Janitorial Cleaning to provide janitorial services at the Virginia Theatre at the rates of \$20.15/hour for regular front-of-house cleaning, post-event cleaning and backstage cleaning; \$20.25/hour for additional services; \$925.00/flat rate for carpet extraction; \$250.00/flat rate for ceiling vent cleaning; and \$568.00/flat rate for furniture vacuuming, and authorizing the Executive Director to execute the amendment for one year commencing October 12, 2019 and ending October 11, 2020.
2. Approval of an Agreement with Champaign Unit 4 School District for use of Various Facilities  
Staff recommends approving an agreement with Champaign Unit #4 School District to provide access to certain facilities during times of crisis and authorizing the Executive Director to execute the agreement for a three year term.
3. Approval of a Transmission Easement with Ameren for Ashland Park Subdivision  
Staff recommends granting a transmission easement in the Ashland Park Subdivision to Ameren upon receipt of easement fee.
4. Approval of a Temporary Easement for the Zahnd Park and Carle at the Fields Path  
Staff recommends granting Carle Foundation Hospital the temporary construction easement at Zahnd Park pending Illinois Department of Natural Resources (IDNR) approval and upon receipt of easement fee.

**E. DISCUSSION ITEMS**

**F. COMMENTS FROM COMMISSIONERS**

**G. EXECUTIVE SESSION**

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Par. 120/2 (c)(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired and (c)(6) the setting of a price for sale or lease of property owned by the public body.

**H. RETURN TO REGULAR MEETING**

**I. ADJOURN**

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



# CHAMPAIGN PARK DISTRICT

## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** September 25, 2019

**SUBJECT:** 1-Year Amended Extension of Virginia Theatre Janitorial Services Agreement

### Proposal

To secure janitorial services at the Virginia Theatre under a one-year amended extension of an existing CPD agreement with JMC Serve, Inc. DBA ServiceMaster Janitorial Cleaning, for the period of October 12, 2019, through October 11, 2020.

### Background

Janitorial services at the Virginia Theatre are arranged according to the facility's schedule, with "Post-Event" cleanings of the auditorium, lobbies, and backstage areas taking place following shows at different hours of the day, in the evenings, and over weekends. To this irregular schedule the theatre adds a standing weekly schedule of brief "Front-of-House" cleanings to keep the building's lobbies, restrooms, and offices in clean and satisfactory condition.

Given the Virginia's increasing schedule of events, CPD has utilized independent contractors ServiceMaster as the most effective and efficient solution to the facility's cleaning needs. This contract service is scalable (additional workers can easily be scheduled after larger events), always available when needed, and open to around-the-clock shift work. That flexibility and efficiency, coupled with the cost savings compared to a full-time, benefitted Building Services Worker (plus several part-time staff members), has led theatre staff to recommend continuing with ServiceMaster contract cleaning as the best option at the Virginia.

### Prior Board Action

On October 11, 2017, the park board approved an agreement with ServiceMaster to act as sole contractor for janitorial cleaning services at the Virginia for a period of two years, with an option to renew and extend the agreement for a period of one additional year, beginning October 12, 2019, through October 11, 2020.

### Budget Impact

On June 27, 2017, ServiceMaster bid the following charges for cleaning services at the Virginia Theatre:

\$20.15/Hour	Regular Front-of-House Cleaning
\$20.15/Hour	Post-Event Cleaning
\$20.15/Hour	Backstage Cleaning
\$20.25/Hour	Additional Cleaning Services
\$925.00/Flat	Carpet Extraction, all-venue
\$250.00/Flat	Ceiling Vent Cleaning, all-venue
\$568.00/Flat	Furniture Vacuuming, all-venue

Under the existing agreement between CPD and ServiceMaster, these charges would remain in effect should both parties agree to renew and extend the 2017 agreement from October 12, 2019, through October 11, 2020.

In the past two fiscal years, CPD has spent the following amounts on contract janitorial services by ServiceMaster at the Virginia:

FY2019	\$35,696.00
FY2018	\$34,195.00

The FY20 Champaign Park District budget allots \$48,511.00 for Facility Service Contracts at the Virginia Theatre, of which \$36,767.00 is expected to be spent on contract janitorial services this fiscal year at the venue. Year-to-date spending on janitorial services at the facility currently stands at \$9,564.00.

Recommended Action

Staff recommends approving the renewal and extension of the existing agreement between CPD and JMC Serve, Inc. DBA ServiceMaster Janitorial Cleaning to provide janitorial services at the Virginia Theatre at the rates of \$20.15/Hour (Regular Front-of-House Cleaning, Post-Event Cleaning, and Backstage Cleaning), \$20.25/Hour (Additional Services), \$925.00/Flat (Carpet Extraction), \$250.00/Flat (Ceiling Vent Cleaning) and \$568.00/Flat (Furniture Vacuuming), and authorizing the Executive Director to execute such an amended extension of the agreement between CPD and ServiceMaster to commence October 12, 2019, and end October 11, 2020.

Prepared by:

Reviewed by:

Steven Bentz  
Director, Virginia Theatre

Joe DeLuce, CPRP  
Executive Director

**AGREEMENT WITH  
SERVICEMASTER JANITORIAL CLEANING AND  
CHAMPAIGN PARK DISTRICT  
SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into effective this 11th day of October, 2017, by and between the **Champaign Park District**, a municipal corporation (hereinafter referred to as "District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, 61821, and **JMC Serve, Inc.**, DBA ServiceMaster Janitorial Cleaning, a for-profit corporation (hereinafter referred to as "ServiceMaster"), whose principal address is 2506 N. Mattis Avenue, Champaign, Illinois 61822.

WHEREAS, ServiceMaster operates a Cleaning Service performed on an individual contract basis in office buildings, schools, stores and other locations;

WHEREAS, ServiceMaster is a franchise of ServiceMaster Residential/Commercial Services, L.P., and as such is an independent contractor and not an employee, agent, or partner of said franchisor;

WHEREAS, the District desires to enter into an agreement with ServiceMaster whereby It will supply cleaning services at the property commonly known as the Virginia Theatre located in Champaign, Illinois.

NOW THEREFORE, the Parties hereto agree as follows:

Section 1 – General Purpose: District and ServiceMaster hereby enter into this Agreement whereby ServiceMaster shall provide janitorial services in accordance with the terms and conditions recited in the specifications as set forth in Attachment A, entitled Request for Bids to Provide Virginia Theatre Janitorial Services, and the response attached hereto and incorporated herein at the following facility and location: Virginia Theatre, located at 203 West Park Avenue, Champaign, Illinois 61820.

Section 2 – Term: The term of this Agreement shall be effective for a period of two (2) years, October 12, 2017, through October 11, 2019, at which time the contract may be renewed for an additional one (1) year, from October 12, 2019, through October 11, 2020.

Section 3 – Termination: This Agreement may be terminated by either Party, in whole or in part, without showing cause, by giving at least thirty (30) days written notice by certified mail, return receipt requested with an additional copy by regular U.S. mail, addressed to the other Party at the address indicated in Section 17 - Notice.

In the event of termination of the Agreement, the District shall pay all reasonable costs incurred by ServiceMaster up to the date of termination. However, in no event shall ServiceMaster be paid an amount which exceeds the price bid for the work actually performed.

Section 4 – Work Day/Hours: Hours of cleaning and work days shall be performed in accordance with the terms in Attachment A, Section IV. Schedule of Janitorial Services. Definitive start times shall be determined by ServiceMaster and District. Work schedules and hours may be adjusted, as agreed to by both Parties, to best serve the Virginia Theatre.

Section 5 – Payment: District shall pay ServiceMaster for services rendered in accordance to the bid response which is included in Attachment A. ServiceMaster shall submit invoices to the District by the 1<sup>st</sup> Friday of the applicable month. Payment will be made monthly after Park Board of Commissioners approval of bills.

Section 6 – Price Adjustments: In the event the District reduces the scope of work during the contract period, the contract price shall be reduced by a proportional amount as agreed to by the parties acting in good faith.

Section 7 – Termination for Non-Performance: In the event ServiceMaster fails to perform any of the obligations required or provide the required service in a good workmanlike manner, the District may terminate the contract by giving two (2) weeks written notice by certified mail, return receipt requested with an additional copy by regular U.S. mail, addressed to the other Party at the address indicated in Section 17 - Notice. The District may at its sole option give ServiceMaster a written notice of the breach or lack of performance and allowing for a twenty (20) day cure period. In the event of termination of the Agreement, the District shall pay all reasonable costs incurred by ServiceMaster up to the date of termination. However, in no event shall ServiceMaster be paid an amount which exceeds the price bid for the work actually performed.

Section 8 – Changes in Specifications: The District reserves the right to change the specifications at any time provided that ServiceMaster and the District shall then act in good faith to determine what price adjustments are to be made.

Section 9 – Insurance Protection: ServiceMaster shall keep in effect at all times the following insurance coverage:

- A. Worker's Compensation Insurance
- B. Contractor's Public Liability Insurance for Bodily Injury in the sum of \$1,000,000.
- C. Contractor's Public Liability Insurance for Property Damage in the amount of \$1,000,000.
- D. Umbrella Liability Limits Ultimate Net Loss  
Limits of Liability            \$1,000,000    each occurrence  
   \$2,000,000    aggregate
- E. Primary Commercial Blanket Bond with rider extending protection to Customer in the sum of \$50,000
- F. ServiceMaster shall furnish District with Certificate of Insurance naming the Champaign Park District as an additional insured before commencement of work.

Section 10 – Hold Harmless and Indemnification: ServiceMaster shall indemnify, defend and hold harmless 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 District that arises solely from an act, failure or omission on the part of ServiceMaster, or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

Section 11 – Independent Contractors: Notwithstanding any other provision of this Agreement, the relationship between District and ServiceMaster 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 ventures between the Parties, or any of their respective employees, agents or representatives.

Section 12 – Subsequent Employment: District agrees that during the term of this Agreement and for a period of ninety (90) days following the termination of this agreement, or any extension thereof, not to employ any person employed by ServiceMaster.

Section 13 – 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 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 Party.

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 addendum to it executed in writing by the Parties constitute(s) the entire contract between District and ServiceMaster, and may be changed, modified or amended only by mutual written agreement executed by the Parties.

Section 17 – 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 to:

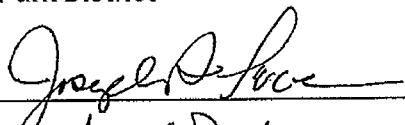
Champaign Park District  
Attn: Joseph C. DeLuce  
Executive Director  
706 Kenwood Rd.  
Champaign, IL 61821


ServiceMaster Janitorial Cleaning  
Attn: Jim Crisman  
2506 N. Mattis Avenue  
P. O. Box 7195  
Champaign, IL 61826


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

**Champaign Park District**

**ServiceMaster Janitorial Cleaning**

Signed:   
Name: Joseph DeLuce  
(printed)  
Title: Executive Director  
Date: 11/21, 2017

Signed:   
Name: Joshua Ussiri  
(printed)  
Title: President  
Date: 11/21/17

Signed:   
Name: Steven Bente  
(printed)  
Title: Director, Virginia Theatre  
Date: 10/13/17

## Attachment A

### SECTION I. INSTRUCTIONS TO BIDDERS

- 1.01 Request for Bid: The Champaign Park District is requesting bids to furnish all necessary labor, supervision, materials, equipment, and supplies to satisfactorily perform janitorial services at the Virginia Theatre, located at 203 W. Park Ave, Champaign, Illinois.
- 1.02 Definition of Parties: The Champaign Park District will hereinafter be referred to as the "District" and/or Owner." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.03 Due Date: Sealed bids shall be delivered or mailed to **Cindy Harvey, Assistant to the Executive Director, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821, no later than 10:00 A.M., prevailing time, on Thursday, October 5, 2017**, at which time bids will be opened and publicly read aloud. Late bids and facsimile copies will not be accepted.
- 1.04 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions, and specifications. Failure to do so will be at the bidder's risk and they cannot secure relief on the plea of error.
- 1.05 Submission of Bid: All bids shall be submitted on the bid form and accompanied by requested information including the Champaign Park District Commitment to Engage in Affirmative Action Practices forms. All blank spaces shall be properly filled in, in ink or typewritten, in both words and figures, and with no other conditions, changes, erasures or interlineations. Bids shall be signed and executed by a principal duly authorized to make contracts.

Bids shall be enclosed in an envelope sealed and clearly marked with the words: **"SEALED BID: 2017-2018 VIRGINIA THEATRE JANITORIAL SERVICE."** The bidder shall put its name and address on the outside of the envelope.

The District shall not be responsible for the premature opening of bid envelopes, which are not properly filled out in accordance with the instructions.

- 1.06 Award: The District will award the bid to the lowest responsible bidder whose bid will be most advantageous to the District. The District reserves the right to reject any and all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the District. The District reserves the right to waive minor irregularities and technicalities. A bid may be rejected if it is in any way incomplete or irregular.
- 1.07 Withdrawal: Bidder may make a written request to modify or withdraw the offer at any time prior to the opening. Bids may not be modified after submittal or withdrawn or modified after bid opening. Withdrawal of bids will be allowed if award of contract has been delayed more than 60 days, after date of actual bid opening.
- 1.08 Inquiries: Questions and comments regarding this solicitation should be directed to **Mitch Marlow, Virginia Theatre, by calling 217-819-3936**. Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible bidders. Only written answers to the questions shall be binding.
- 1.09 Compliance or Deviation to Specifications: Bidder hereby agrees that the equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions for Specification", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive.

- 1.10 Compliance with Ordinances and Statutes and Notice of Special Conditions: Each bidder shall comply with the requirements of the Affirmative Action Regulations of the Champaign Park District, Illinois Fair Employment Act, Prevailing Wages, Equal Opportunity regulations and other Local, Federal and State regulations and guidelines applicable to the contract.

## SECTION II. TERMS AND CONDITIONS

- 2.01 Term of the Contract: The contract shall be for a term of two (2) years, with the option to renew for one (1) additional year.
- 2.02 Payments: Contractor shall submit invoice to the District by the 1<sup>st</sup> Friday of the month. Invoice must include purchase order number. Payment will be monthly after Board approval of the bills, which is the 2<sup>nd</sup> Wednesday of each month.
- 2.03 Subcontractors: Contractor shall not subcontract or assign contract to anyone, in whole or in part, without the prior written consent of the District. Such consent, if granted, shall not relieve the Contractor of its responsibilities under the terms of this contract.
- 2.04 Non Performance Clause: In the event the Contractor fails to perform any of the obligations required to Contractor or to provide the required service in a good workmanlike manner, the Champaign Park District may terminate the contract.
- 2.05 Indemnification: Contractor shall indemnify and hold harmless District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs) arising out of or resulting from the performance of Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement.
- 2.06 Insurance: The Contractor shall provide insurance certificates for insurance coverage as follows: Commercial General Liability with a limit of not less than \$1,000,000 each occurrence; business auto liability with a limit of not less than \$1,000,000 each accident; and workers compensation as required by statute and employer liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease
- Prior to beginning work, Contractor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with insurance requirements set forth above, naming the District as "an additional insured."
- 2.07 Bid Rigging or Bid Rotating: The bidder by affixing his or her signature to the bid certifies that he/she has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- 2.08 Protest: If bidder objects to any provision of the bid, believes it improperly rejected your offer, or believes the selected offer is not in the District's best interests, bidder may submit a written protest within five (5) days after the opening to the Executive Director. The District will consider only written protests that are properly and timely filed with the District. The Executive Director will issue a written decision and that decision is final.



### SECTION III: GENERAL SCOPE OF WORK

The following information is provided to assist the bidder in understanding the scope of services needed by the Champaign Park District.

- 3.01 Personnel: The Contractor shall provide adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed. The Contractor shall not remove or replace personnel from District facilities without written concurrence of the District. In addition, staff shall have the ability to: read, write, speak and understand the English language; have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner; and understand written and oral rules and regulations and apply them in a factful and non-confrontational manner.

The District will be the sole judge of the acceptability of personnel's performance while on site. The District reserves the right to require the Contractor to remove any personnel from further duty at the facilities.

- 3.02 Uniforms: The selected Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the Contractor.

- 3.03 Contractors Responsibilities: The successful Contractor shall be responsible for all coordination, and supervision of personnel associated with the janitorial service at the facility. These responsibilities include, without limitation, the following:

- Conduct criminal background investigations on employees hired to provide janitorial services for the Park District.
- Provide a Project Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract.
- Furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include but are not limited to brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, disinfectants, glass cleaner, floor polish, waxes, sealant, stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. The Contractor shall not use any material or supplies which the District determines would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.
- Provide all necessary cleaning equipment including, but not limited to, buffing machines, industrial type vacuum cleaners, carpet extractors, and the like needed for the performance of the work of this contract.
- Provide to the District Material Safety Data Sheets (MSDS) for all chemicals used in the building.
- Provide hazardous chemical communications training to Contractor's personnel.
- Properly store all chemicals away from the reach of children and others.
- Maintain supplies in neat and orderly manner in storage room.
- Provide adequate field supervision to ensure janitorial staff arrives at assigned post on time and perform their duties throughout their assigned shift.
- Report supply needs to the District staff.
- Report any needed repairs to the District staff on a daily basis.
- Report vandalism and/or damage of the facility to District staff immediately upon discovery.
- Proper use of key and security code of the facility. Responsible for securing facility each time you enter or exit the facility.
- Responsible for any breakage, damage or loss by any of the Contractor's employees or agents.
- Perform reference and background checks on employees in order to determine as well as possible their honesty.
- Post in the storage room, rules and regulations governing the Contractor's employees and agents while in the building, and a copy of the cleaning schedule.

- 3.04 District Responsibilities: The District shall be responsible for providing direction to the Contractor. These responsibilities include, without limitation to, the following:

- Submission in writing to the Contractor the names of District personnel that will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than District authorized personnel will not be accepted or paid for by the District.
- Provide training assistance to Contractor's staff in security protocols and procedures.
- Supply all consumable supplies for restrooms to include hand soaps, paper towels, and toilet tissue, and trash bags and/or liners.
- Provide storage space for the Contractor to store any necessary supplies, materials and equipment.
- Provide such light, water and electricity as are necessary to perform the service.
- Establish time and frequency of direct meetings with the Contractor's Project Manager (minimum of one per month).
- Schedule monthly inspections of the facility with the Contractor's Project Manager.

3.05 Security: District shall provide keys to various areas of the facility including the storage room that will be made accessible to the Contractor. All costs accrued by the District in reinstating facility security caused by loss of facility keys due to the Contractor's and/or its employees or agents act, error or omission shall be billed to and paid by the Contractor.

The Contractor shall ensure that only their properly identified employees or agents listed with the District are permitted on the premises during the performance of daily duties. The Contractor shall be held accountable for damages or breaches of security caused by its employees or agents.

3.06 Work Day/Hours: Monthly schedules of cleaning shifts will be provided by the Virginia Theatre 30 days prior to the start of schedule.

3.07 Term of Contract: The term of the contract shall be for a firm, fixed price for a period of two (2) years, with the option to renew for one (1) additional year.

3.08 Price Adjustments: The District will not consider price increases during the contract unless the District requests a change in the scope of the project. In the event the District reduces the scope of the work during the contract period, the contract price shall be reduced by a proportional amount as agreed by the parties acting in good faith.

3.09 Appropriation Contingency: The Contractor and the District recognize the continuation of any contract after the close of any given fiscal year of the District which fiscal years end on April 30 of each year, shall be subject to approval of the budget of the District providing for or covering such contract item as an expenditure therein. The District does not represent that said budget item will be actually adopted, said determination being determined by the Park Board of Commissioners at the time of the adoption of the budget.

## SECTION IV. SCHEDULE OF JANITORIAL SERVICES

**Virginia Theatre: 203 W. Park Ave, Champaign, IL 61820**

**Term of the Contract:** October 12, 2017 – October 11, 2019, with the option to renew for one (1) additional year, from October 12, 2019 – October 11, 2020.

**Frequency:** Every Monday, Wednesday, and Friday, plus on other days and at times to be determined, as based upon facility event schedule.

**Times:** From 10:00 A.M. to 2:00 P.M., every Monday, Wednesday, and Friday, plus on other days and at times to be determined, as based upon facility event schedule.

### Holiday Schedule

Following is a list of holidays on which Contract services will not be performed unless previously approved by the District.

Thanksgiving Day  
New Year's Day

Christmas Day  
Easter Sunday

## SECTION V. SPECIFICATONS AND FREQUENCIES

### BASE BID

#### Front-of-House

Regularly scheduled cleaning of all front-of-house areas:

	Daily				Weekly			
	M-F	S	M	T	W	Th	F	Sa
<b>Entrances, Corridors, &amp; Lobby</b>								
Clean entrance door glass								
Clean glass in display case and box office								
Empty trash and recycling, replace liners								
Set up and take down tables and chairs as needed								
Clean counters and tables								
Vacuum mat, tile, carpet								
Wet mop tile floor (Including east lobby)								
Clean and disinfect drinking fountains								
Check and remove cobwebs in corners								
Low dust base, sills, chairs, cabinets								
High dust frames, cabinets, ledges, etc.								
Detail vacuum edges and corners								

	Daily				Weekly			
	M-F	S	M	T	W	Th	F	Sa
<b>Offices &amp; Conference Room</b>								
Empty trash and recycling, replace liners as needed								
Clean desk tops (do not move papers or personal items)								
Vacuum carpet and tile								
Arrange chairs neatly around desks and tables								
Low dust base, sills, chairs, etc.								
High dust frames, cabinets, ledges, etc.								
Detail vacuum edges and corners								

	Daily				Weekly			
	M-F	S	M	T	W	Th	F	Sa
<b>Lobby Rest Rooms (5)</b>								
Knock and announce "Service"								
Restock toilet tissue, paper towels, soap, fem. products								
Clean all dispensers								
Empty trash, replace liners as necessary								
Empty and clean sanitary receptacles								
Clean mirrors								
Clean sinks and counter tops								
Clean toilets and urinals interior and exterior								
Spot clean doors and partitions								
Polish faucets and handles								
Sweep and wet mop floors								
Inspect work and turn off lights								
Clean trash receptacles								
Low dust baseboards, etc.								
High dust partitions, lights, etc.								

	Daily				Weekly			
	M-F	S	M	T	W	Th	F	Sa
<b>Service Closets (3)</b>								
Clean and organize								

Stock and reorder supplies					
Check labels on all products					
Clean equipment					
Clean service sink					
Wet mop floor					
Clean and hang up wet mops					
Check for OSHA compliance					

**Post-Event Cleaning, with Backstage Areas**

Thorough cleaning of auditorium and all backstage areas after a concert, comedy show, play, etc., at dates and times to be determined. Must include the above **Front-of-House** items, *plus* the following:

<u>Auditorium</u>	After every Show
Dust debris off seats as necessary	
Pick up debris	
Vacuum and spot mop floors	
Disinfect hand rails	

<u>Stage, Backstage, &amp; Dressing Rooms (7)</u>	After every Show
Dust mop and spot mop stage if necessary	
Vacuum and spot mop floors in dressing rooms	
Spot clean any spills on walls and furniture	
Clean desks, tables, and counter tops	
Spot clean mirrors	
Clean sinks and counter tops in break area	
Spot clean outside of cabinets and appliances	
Vacuum and spot mop stairs	

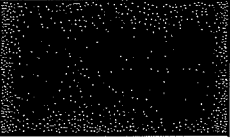
<u>Backstage Service Closet</u>	After every Show
Clean and organize	
Stock and reorder supplies	
Check labels on all products	
Clean equipment	
Clean service sink	
Wet mop floor	
Clean and hang up wet mops	
Check for OSHA compliance	

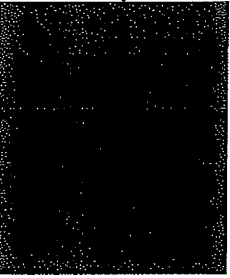
<u>Dressing Room Rest Rooms (2)</u>	After every Show
Knock and announce "Service"	
Restock toilet tissue, paper towels, soap, fem. products	
Clean all dispensers	
Empty trash, replace liners as necessary	
Empty and clean sanitary receptacles	
Clean mirrors	
Clean sinks and counter tops	
Clean toilets and urinals interior and exterior	
Spot clean doors and partitions	
Polish faucets and handles	
Sweep and wet mop floors	
Inspect work and turn off lights	

Clean trash receptacles	
Low dust baseboards, etc.	
High dust partitions, lights, etc.	

**Post-Event Cleaning, without Backstage Areas**

Thorough cleaning of auditorium following movies, speaking events, private parties, etc., at dates and times to be determined. Must include the above **Front-of-House** items, *plus* the following:

<u>Auditorium</u>	After every Show
Dust debris off seats as necessary	
Pick up debris	
Vacuum and spot mop floors	
Disinfect hand rails	

<u>Backstage Service Closet</u>	After every Show
Clean and organize	
Stock and reorder supplies	
Check labels on all products	
Clean equipment	
Clean service sink	
Wet mop floor	
Clean and hang up wet mops	
Check for OSHA compliance	

Champaign Park District: Request for Bids to Provide Virginia Theatre Janitorial Services

**BID FORM  
JANITORIAL SERVICES**

Bidder agrees to supply all materials, labor and equipment required to perform janitorial services at the Virginia Theatre. The Contract will be awarded based on the total **Base Bid** offered. Individual areas may be eliminated after award of the contract for this work based on available funding.

**VIRGINIA THEATRE**

Bidder agrees to supply all materials, labor and equipment required to perform janitorial services at the Virginia Theater:

BASE BID

\$ 20.15 / per hour

Front-of-House (see pages 5-6 for schedule & detailed list of duties):

Post-Event Cleaning, with Backstage Areas  
(see pages 6-7):

\$ 20.15 / per hour

Post-Event Cleaning, without Backstage Areas  
(see page 7):

\$ 20.15 / per hour

ALTERNATE 1

Periodic Work (Scheduled quarterly)

All Areas

Extract Carpeted Areas  
Vacuum Ceiling Vents  
Vacuum Upholstered Furniture

	Per Cleaning
\$	<u>925<sup>00</sup></u>
\$	<u>250<sup>00</sup></u>
\$	<u>568<sup>00</sup></u>

ALTERNATE 2

Any additional services requested shall be provided at a rate of \$ 20.25 / per hour.

Number of year's company has been in business: 50 years

Licensed by what city/county? Champaign, IL

Approximately how many employees do you plan to employ on a regular basis for this contract? 47

References

Please list at least three (3) companies or governmental agencies where the same or similar services as contained in this specifications package were recently provided (please print):

Government Agency/Company Name: Pioneer Hybrid

Contact Person and Title: Office Manager

**Champaign Park District: Request for Bids to Provide Virginia Theatre Janitorial Services**

Phone: 217-369-7457 Fax: 217-564-2640

Contract Period: 2005 - Present

Scope of Work: Janitorial cleaning, Window cleaning  
VCT floors, Carpet cleaning

Government Agency/Company Name: Agreiant Genetics

Contact Person and Title: Administrative Assistant

Phone: 217-598-2303 Fax: 217 598-2324 18

Contract Period: 11/2014 - Present

Scope of Work: Janitorial cleaning, Carpet  
cleaning VCT care

Government Agency/Company Name: Westchester

Contact Person and Title: Executive Assistant

Phone: 217-688-2855 Fax: 217-352-9048

Contract Period: 8/2012 - Present

Scope of Work: Janitorial cleaning, Carpet cleaning  
VCT care

I hereby certify that I am duly authorized to sign as a representative for the bidder submitting the attached bid to the Champaign Park District, and that they have read, fully understand, and accept the item detailed in this bid.

Signed this 27 day of June, 2017.

**SUBMITTED BY:**

Joshua Ussiri  
Company

ServiceMaster Clean  
Address

2506 N. Mattis Ave

217714-2832 866-679-4453  
Phone Fax

Joshua Ussiri  
Authorized Agent (print or type)

[Signature]  
Signature of Authorized Agent

371658776  
FEIN or SS #

**AMENDMENT TO 2017-2019 AGREEMENT BETWEEN  
SERVICEMASTER JANITORIAL CLEANING AND  
CHAMPAIGN PARK DISTRICT**

THIS AMENDMENT is made, entered into, and effective as of October 12, 2019, 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 **JMC Serve, Inc., DBA ServiceMaster Janitorial Cleaning**, a for-profit corporation (hereinafter referred to as "ServiceMaster"), whose principal address is 2506 N. Mattis Avenue, Champaign, Illinois 61822.

Section 1 – General Purpose. With this Amendment, Park District and ServiceMaster mutually agree to renew for a period of one year an Agreement between Park District and ServiceMaster which provides the terms and conditions for ServiceMaster to supply cleaning services at the property commonly known as the Virginia Theatre, located in Champaign, Illinois.

Section 2 – Term. The amended Agreement between Park District and ServiceMaster shall be effective for a period of one year to begin October 12, 2019, and end October 11, 2020. The Agreement and this Amendment may be terminated by either Party, in whole or in part, without showing cause, by giving at least thirty (30) days written notice by certified mail.

In the event of such termination, the District shall pay all reasonable costs incurred by ServiceMaster up to the date of termination. However, in no event shall ServiceMaster be paid an amount which exceeds the price bid for the work actually performed.

Section 3 – Authority to Execute Amendment to Agreement. Each person or entity executing this Amendment to the Agreement represents that he/she/it is authorized to execute the Amendment to the Agreement. Each person executing this Amendment on behalf of any entity represents that he or she is authorized to execute this Amendment on behalf of such entity.

Section 4 – Counterparts. This Amendment shall be executed in duplicate, each of which shall be deemed to be an original.

Section 5 – Entire Agreement and Amendment. The Amendment to the Agreement and the Agreement, as executed in writing by the Parties, constitute(s) the entire Agreement between Park District and ServiceMaster, and may be changed, modified, or further amended only by mutual written Agreement executed by Park District and ServiceMaster.

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

Champaign Park District  
  
By: \_\_\_\_\_  
Joe DeLuce, Executive Director

JMC Serve Inc., DBA ServiceMaster Janitorial  
Cleaning  
  
By: \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Cindy Harvey, Board Secretary





## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** September 20, 2019

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

### Background

The Champaign Park District has held an agreement with Champaign Unit #4 School District for many years regarding the evacuation of their schools and the use of Park District facilities. The current agreement has expired and the proposed agreement will be for a three (3) year term.

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

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

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

### Prior Board Action

August 12, 2016 – Board approved an agreement between Unit #4 and the Park District for a three (3) year term.

### Budget Impact

There should be no cost to the Park District except any possible program disruption in case of an evacuation.

### Recommended Action

Staff recommends approving a three (3) year agreement between the Park District and Champaign Unit #4 School District beginning September 1, 2019 for emergency relocation space and ending August 31, 2022.

Prepared by:

Reviewed by:

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

Joe DeLuce, CPRP  
Executive Director

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

THIS AGREEMENT is made and entered into effective this September 1, of 2016-2019 by and between the Champaign Park District, a municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, and Champaign Unit #4 School District (hereinafter referred to as "Unit #4"), whose principal address is 703 South New Street 502 W. Windsor Road, Champaign, Illinois.

WITNESSETH:

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

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

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

Section 3 – Permitted Uses. This agreement shall be used only in the event that the Unit #4 schools are evacuated by order or direction of a proper authority in the event of an emergency, threat, or crisis.

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

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

- G. Designate a primary and secondary points of contact for coordination of all efforts to effectuate any emergency and administrative response, as well as reunification of students with their caregivers or Unit #4 personnel.

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

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

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

Section 7 – Default. In the event that either Party fails to comply with the terms of this Agreement, and cure such default within fifteen (15) days of written notice from the other Party, then the non-defaulting Party shall have the right to terminate this Agreement. Any such termination shall not terminate or affect the obligations or rights to enforce the same as they may have accrued prior to termination.

Section 8 – Insurance. Unit #4 shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$2,000,000. All insurance carriers providing the coverage set forth



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

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

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

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

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

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

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

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

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

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

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

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

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

**Champaign Park District,  
a municipal corporation**

**Champaign Unit #4 School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Executive Director

Title: Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Board Secretary



**REPORT TO PARK BOARD**

**FROM: Joe DeLuce, Executive Director**

**DATE: September 19, 2019**

**SUBJECT: Ashland Park Subdivision Transmission Easement**

Background

The Park District owns a small property on the north end of the Ashland Park Subdivision at the corner of Leggett and Lauterbur Lanes containing a portion of the Ashland Park Subdivision Trail. North of this property is a common area, parallel to Olympian Drive, owned by the homeowners association with, an easement containing Ameren's overhead electric transmission lines. Ameren intends to widen this transmission easement along Olympian Drive and has been working with adjacent property owners to accomplish their aim. A small portion of Ameren's expanded transmission easement request is on the Park District's property described herein. There are no existing easements on this Park District property; it is a new request from Ameren, and the Park District Attorney has reviewed the agreement.

Prior Board Action

None.

Budget Impact

There is no long-term budget impact, but there is an easement fee to be calculated in accordance with ordinance 459, including Attorney's fees. Once the fee is received, the easement will be recorded at the county.

Recommended Action

Staff recommends granting Ameren the transmission easement upon receipt of fees.

Prepared by:

Reviewed by:

Andrew Weiss  
Director of Planning

Joe DeLuce  
Executive Director

**REMS INFORMATION**

Agreement ID:

Project ID:

**TRANSMISSION EASEMENT**

(Electric)

KNOW ALL MEN BY THESE PRESENTS, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, that the CHAMPAIGN PARK DISTRICT, a municipal corporation of the County of Champaign and State of Illinois, its successors and assigns, whether one or more and whether an individual, individuals, a corporation or other legal entity, hereinafter referred to as Grantor, for and in consideration of the sum of One and No/100<sup>ths</sup> Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, 1901 Chouteau Avenue, Mail Code 700, St. Louis, Missouri 63103, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors, licensees, and tenants, hereinafter referred to as Grantee, a ninety-nine (99) year right and easement to construct, reconstruct, extend, use, operate, maintain, inspect, and examine an electric line or lines consisting of conduit, hardware, wire, communication lines, and other appurtenances thereto, upon, over, across, and under the following described land in Champaign County, Illinois, to-wit:

Property Description:

EASEMENT DIAGRAM AND LEGAL DESCRIPTION MARKED AS "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE THERETO.

TAX ID NUMBER: 41-14-36-101-043

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of said facilities; and the right to license, permit or otherwise agree to the use or occupancy of said easement or any portion thereof or of said facilities by any other person, association or corporation for the purposes hereinabove set out; and with the further right to remove at any time and from time to time, any or all of the said line or lines, and appurtenances thereto located upon, over, across and under said land by virtue hereof.



Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages. Grantee shall not be responsible for any indirect, consequential or punitive damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

Except as specifically provided otherwise herein, Grantor, for itself and Grantor's successors and assigns, hereby expressly reserves the right to use and enjoy the remainder of the easement area for any purpose, provided such use and enjoyment by Grantor shall not interfere with the use thereof by Grantee as permitted in this Agreement.

The easement shall be for a period of ninety-nine (99) years unless and until terminated as hereafter provided. This easement shall terminate upon Grantee's uncured breach of any condition or uncured default in the performance of any of its covenants or agreements herein set forth. In the event of Grantee's breach of any condition or default hereunder, Grantor shall provide Grantee written notice of such breach or default. If Grantee fails to cure such breach or default within sixty (60) days after written notice of such breach or default from Grantor, Grantor shall have the right, upon written notice of termination to Grantee, to terminate this easement. Upon termination of this easement, all rights herein granted shall revert to Grantor, its successors or assigns, and, if requested, Grantee shall forthwith execute and deliver to Grantor, or Grantor's successors or assigns, any instrument of termination or release and to take such other and further action as may be reasonably required by Grantor to evidence and memorialize such termination and reversion of this easement. Notwithstanding such termination of this easement, Grantee shall remain liable to Grantor, and Grantor's successors and assigns, for all of Grantee's covenants and obligations which expressly survive such termination of this easement as provided herein.

Upon completion of the installation of the electric line(s), Grantee shall, at Grantee's sole cost and expense, restore and replace the surface of the easement area to a condition as near as possible to that condition which existed prior to the commencement of such construction, including surface grading, seeding, shrubbery, and trees. Grantee shall repair the area within a reasonable time after any sink holes, soil erosion, sloughing or impairment to natural drainage. In the event that Grantee shall ever acknowledge in writing that it has ceased utilizing or has abandoned the electric line(s), then in such event Grantee shall, at its sole cost and expense, remove the underground electric line(s) and other improvements and appurtenances associated therewith made at the easement site and return the easement area to substantially the same condition as it was prior to the grant of the easement herein; provided that, conduit installed pursuant to this Agreement may remain in place. In the event Grantee fails to undertake such removal and remediation within one hundred eighty (180) days after such cessation or abandonment, Grantor may, in its sole discretion, undertake such removal and remediation obligations of the Grantee and charge and collect the cost thereof from Grantee. Such written acknowledgement of cessation of use or abandonment shall constitute termination as otherwise set forth herein; provided that, in such event, Grantee will remain obligated for removal and remediation. Such acknowledgment shall not be unreasonably withheld.

Grantee covenants and agrees that Grantee shall be solely responsible for, and shall reimburse and pay Grantor, and Grantor's successors and assigns, for all losses and damages incurred by Grantor on the easement area, areas of ingress and egress or any other property of Grantor which is caused by Grantee's exercise of its rights herein granted, including without limitation, any damage to Grantor's land or property by reason of the initial installation, improvement, repair, removal, operation and maintenance of the improvement, and the terms and conditions hereinabove set forth shall be binding upon the successors and assigns of the Grantee; provided, however, that Grantee shall be permitted to keep the easement area clear of trees, undergrowth, brush and prohibited obstructions.



The Grantee shall indemnify and hold the Grantor and its successors and assigns harmless from any and all claims for damages to person or property made by any third party arising out of any act or omission on the part of Grantee's employees, contractors, subcontractors, agents or representatives, and in connection therewith, shall provide Grantor with satisfactory evidence of commercial general liability insurance with limits of not less than \$1,000,000.00 naming the Grantor as an additional insured thereon together with suitable rider or endorsement. Grantee and its successors or assigns shall maintain such insurance for the duration of the term hereof and any subsequent renewals, if applicable.

Grantee covenants, acknowledges, and agrees that it shall not permit any mechanic's liens, encumbrances, or any other liens to be attached to or filed against the easement area or any other portion of Grantor's real estate, or any improvements thereon which results from or arise out of any act or work performed by Grantee or any of Grantee's employees, contractors, subcontractors, agents or representatives in the construction, installation, operation, maintenance, repair, relocation, replacement or removal of the underground electric line(s) and other improvements and appurtenances associated therewith, or in the performance of any other right or obligation of Grantee arising hereunder. In the event any such lien is attached to or filed against the easement area or any other portion of Grantor's real estate or any improvement thereon, then, in addition to any other right or remedy of Grantor at law or equity, Grantor may, but shall not be obligated to, discharge the same. Any amount paid by Grantor for any of the aforesaid purposes shall be paid by Grantee to Grantor immediately on demand. Any lien or encumbrance attached to or filed against the easement area, or any other portion of Grantor's real estate, or any improvement thereon as a result of Grantee's operations hereunder shall be immediately paid, released or bonded over by Grantee in a manner acceptable to Grantor. Grantee shall be responsible for reasonable attorney's fees incurred by the Grantor in obtaining the removal of any lien which results from the activities and operations of Grantee.

That any notice, demand, or other communication to be given or required pursuant to the terms hereof shall be in writing and delivered by personal service, sent by registered or certified mail (with an additional copy sent by regular U.S. Mail), return receipt requested with postage prepaid, or by a nationally recognized overnight express courier (freight prepaid) addressed as follows or to such other address as the Parties may designate in writing from time to time:

If to Grantor at: Champaign Park District  
Attn: Executive Director  
706 Kenwood Road  
Champaign, IL 61821

With a Copy to: Guy C. Hall, Esq.  
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.  
301 N. Neil Street, Suite 400  
Champaign, IL 61820

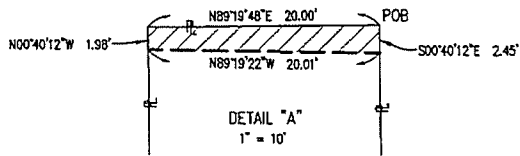
If to Grantee: Ameren Illinois  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any such notice, demand, request, or other communication shall be deemed given when personally delivered, or if mailed by registered or certified mail, seven (7) days after deposit in the United States mail, or if delivered by a national recognized overnight express courier (freight prepaid), the following business day after delivery to such courier.

If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be deemed by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced as permitted by law.







EX EASEMENT AREA = 0.000 SQUARE FEET ±  
 PR EASEMENT AREA = 44 SQUARE FEET ±  
 TOTAL EASEMENT AREA = 44 SQUARE FEET ±

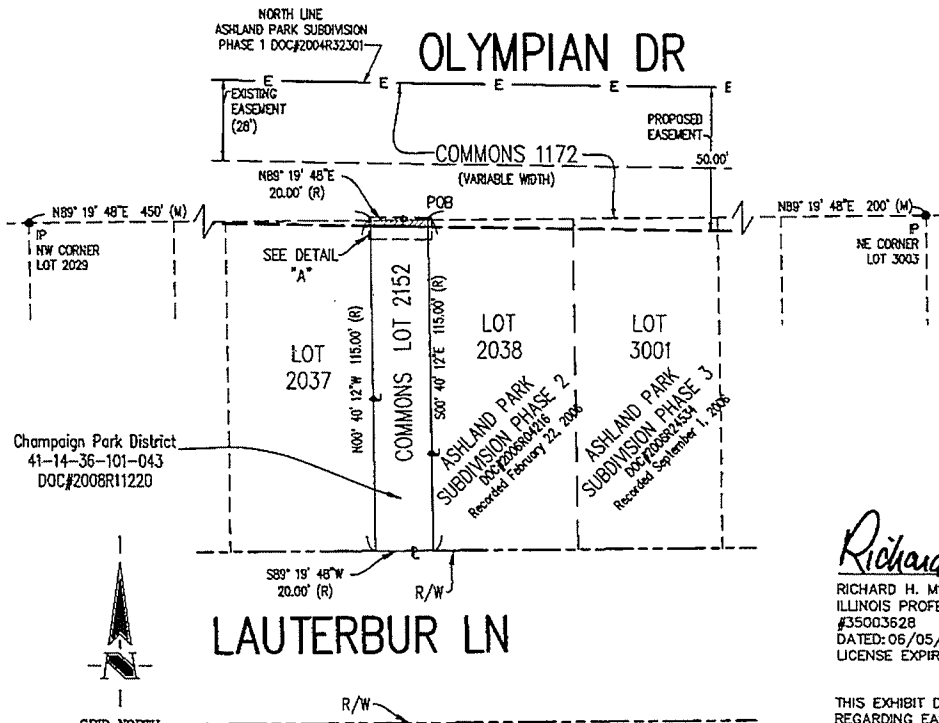
### "EXHIBIT A"

#### EASEMENT LEGAL DESCRIPTION:

PART OF COMMONS LOT 2152 OF ASHLAND PARK, PHASE 2 AS RECORDED IN DOCUMENT NUMBER 2006R04216 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 40 MINUTES 12 SECONDS EAST (BASIS OF BEARINGS: GRID NORTH PER ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011) EPOCH 2010.00) ON THE EAST LINE OF SAID LOT A DISTANCE OF 2.45 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 22 SECONDS WEST 20.01 FEET TO THE WEST LINE OF SAID LOT; THENCE NORTH 00 DEGREES 40 MINUTES 12 SECONDS WEST ON SAID WEST LINE 1.98 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 19 MINUTES 48 SECONDS EAST ON THE NORTH LINE OF SAID LOT 20.00 FEET TO THE PLACE OF BEGINNING.

SAID PARCEL CONTAINS 44 SQUARE FEET, MORE OR LESS, OF WHICH 0 SQUARE FEET, MORE OR LESS, HAS BEEN PREVIOUSLY GRANTED FOR EASEMENT PURPOSES.



LEGEND	
——— R ———	PARCEL LINE
——— E ———	TRANSMISSION LINE 1592
——— P ———	EXISTING EASEMENT LINE
——— M ———	PROPOSED EASEMENT LINE
——— C ———	RIGHT OF WAY CENTERLINE
——— PR ———	RIGHT OF WAY LINE
▨▨▨▨▨▨▨▨▨▨	PROPOSED EASEMENT AREA
▨▨▨▨▨▨▨▨▨▨	EXISTING EASEMENT AREA PER DB 1082 PG 66
● IP	IRON PIN FOUND
○ POB	POINT OF BEGINNING
(R)	RECORD DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
PR	PROPOSED

- NOTES:
- BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011) EPOCH 2010.00 (BY GPS OBSERVATION).
  - FIELD WORK COMPLETED MARCH OF 2018.

*Richard H. Miller*  
 RICHARD H. MILLER, PLS  
 ILLINOIS PROFESSIONAL LAND SURVEYOR  
 #35003628  
 DATED: 06/05/2018  
 LICENSE EXPIRES 11/30/2018



THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

REV: 8/05/2018	JOB NO. 11042.001
AMEREN ILLINOIS RISING TO CHAMPAIGN-1592 TAX ID NO. 41-14-36-101-043 CHAMPAIGN COUNTY, ILLINOIS	
HISTORIC FORT HARRISON 8901 OTIS AVENUE INDIANAPOLIS, IN 46216-1037 317-826-7100 IL DESIGN FIRM # 184002851-0010 FIRM LICENSE EXP.: 04/30/2019	





**CHAMPAIGN  
PARK DISTRICT**

**REPORT TO PARK BOARD**

**FROM: Joe DeLuce, Executive Director**

**DATE: September 19, 2019**

**SUBJECT: Zahnd Park Temporary Construction Easement**

Background

The Carle Foundation Hospital plans to complete the Carle at the Fields Trail loop by bringing the route northward into Zahnd Park. Carle is requesting a temporary construction easement to build the trail on Park District property per the attached plan. Zahnd Park is restricted through the Open Space Land Acquisition and Development (OSLAD) program, and the Illinois Department of Natural Resources must also review and approve the temporary construction easement. As of September 19, 2019, IDNR is reviewing the document.

Prior Board Action

No Board action but the item was discussed at the August 28, 2019 Study Session.

Budget Impact

The easement fee will be calculated pursuant to Ordinance 459, including attorney's fees.

Recommended Action

Staff recommends granting Carle Foundation Hospital the temporary construction easement at Zahnd Park pending IDNR approval and upon receipt of easement fee.

Prepared by:

Reviewed by:

Andrew Weiss  
Director of Planning

Joe DeLuce  
Executive Director

## TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement is made, entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2019. Now Therefore, the CHAMPAIGN PARK DISTRICT, an Illinois Municipal Corporation, in the County of Champaign and State of Illinois, (hereinafter, GRANTOR) for and in consideration of One Dollar (\$1.00) in hand paid and other good and valuable consideration, and the conditions and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, does give, grant, and convey to THE CARLE FOUNDATION, an Illinois not-for-profit corporation (hereinafter, GRANTEE), and its contractor(s), a temporary construction and non-exclusive easement for ingress and egress together with the privilege, right and authority to work, erect, construct, install and/or lay, and conduct all activities necessary for the construction, improvement, and other related work (hereinafter, "Improvement") at Zahnd Park, a public park owned by GRANTOR in Champaign, Illinois, and appurtenances to any of the same, located upon or adjacent to, over, under, across and through the land of the GRANTOR for the purposes of constructing a concrete trail consistent with GRANTOR specifications, specifically as follows:

LEGAL DESCRIPTION: See Attached Exhibit "A" page 1

TEMPORARY CONSTRUCTION EASEMENT PLAT: See Attached Exhibit "A" page 2

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

1. That the GRANTOR shall retain all rights to the ownership, use and occupation of the above described easement area, except for the temporary easement rights granted herein. Upon completion of the Improvement consisting of the installation of a concrete trail, GRANTOR thereafter shall own such trail. The GRANTOR shall not place anything or allow anything to be placed or parked with its permission and within the easement area without prior authorization by the GRANTEE, including structures, obstacles, obstructions, furniture, vehicles, machinery, supplies, and the like. The GRANTOR shall not deny or impair the GRANTEE or its contractor(s) access thereto for purposes of construction, maintenance, repair, or replacement of the Improvement. During the period of construction of the Improvement, GRANTEE shall have the exclusive use of the easement area for any and all construction and maintenance work. The term for this temporary construction easement shall commence October 10, 2019 and end March 10, 2020, subject to any extensions as GRANTOR may approve within its sole discretion, which shall not be unreasonably withheld, acting through its Executive Director. This easement may be terminated at any time upon the material noncompliance herewith by GRANTEE as determined within the sole discretion of GRANTOR. In addition, this easement agreement may be terminated when the GRANTEE notifies the GRANTOR in writing that it no longer has a need for the use of the easement area in order to conduct its construction activities. Upon termination, the GRANTEE shall prepare, execute, and deliver to the GRANTOR a release of this temporary easement, as GRANTOR may request, in recordable form.
2. That all materials, equipment, tools, supplies, and apparatus used in the construction of the Improvement and all surplus soil and debris excavated in the course of the construction of the Improvement, may be transported to or from and be used upon the site of such Improvement, on and across the easement area, and over the remainder of the GRANTOR's property in a reasonable working space adjacent to the work being performed. GRANTOR shall not restrict or impede GRANTEE or its contractor(s) access to, ingress to, or egress from the Improvement area. During the term hereof, the GRANTEE and its contractor(s) shall have the right to use the easement area for the GRANTEE's construction activities, including: a. access; provided that, GRANTEE and its contractor(s) shall only access the easement area through land owned by the GRANTEE; b. materials storage; and c. activities necessary to comply with the terms of this temporary easement agreement. Notwithstanding the grant of the easement contained herein, at no time shall the GRANTEE or its contractor(s): a. stockpile soils or fill materials within the drip line of any tree without the

GRANTOR's consent; b. store construction materials within the drip line of any tree without the GRANTOR's consent; or c. access the easement area from other portions of Zahnd Park. The GRANTEE, at the GRANTEE's sole cost and expense shall: a. during the term hereof protect all trees located within the easement area (except for damage caused by weather and other conditions unrelated to GRANTEE's actions or those of its contractor(s)); and b. during the term of this agreement protect pedestrian walkways located within thirty feet (30') of construction activities by the use of fencing.

3. That the GRANTEE shall not occupy or otherwise place equipment or materials upon the premises until the work or Improvements commence. The GRANTEE, or its contractor(s), shall refill the excavations so that the surface of the easement area utilized for and adjacent to the work and Improvement shall be restored to the level and condition existing at the place of the construction before the easement thereof; and shall remove from the above described land all surplus soil and debris resulting from said construction work or Improvement. The "elevation" shall be interpreted to mean such elevations as will provide drainage and usefulness comparable to or better than that now existing.
4. That the GRANTEE, and its contractor(s), in consideration of the granting of this easement and as a condition of such grant, will repair or replace to conform as nearly to the original condition as is reasonable or reimburse for the same, at no cost to the GRANTOR, any fence, driveway or sidewalk that is damaged, destroyed, or disturbed during construction of the Improvement. If the original surface condition is that of a grassy area, then the GRANTEE, or its contractor, shall prepare such surface area for reseeding with grass, and shall reseed the area disturbed by the construction or Improvement. The GRANTOR shall be responsible for any watering of the reseeded area. In no event shall GRANTEE's actions be incompatible with or interfere with the recreational utility of the land.
5. That the GRANTOR shall be privileged to remove any structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the easement area, prior to the construction of the Improvement. The GRANTEE or its contractor(s) shall not damage or remove trees, bushes, shrubs, and plants of any kind which are on any part of the easement area during the construction, replacement or maintenance of the Improvement without the express written authorization of GRANTOR. In the event of such damage or removal, GRANTEE or its contractor(s) shall restore or replace such trees, bushes, shrubs, and plants.
6. That GRANTEE covenants and agrees that it shall be solely responsible for, and shall reimburse and pay GRANTOR, and GRANTOR'S successors and assigns, for all losses and damages incurred by GRANTOR, regarding the temporary easement area, areas of ingress and egress, or any other property of GRANTOR which is proximately caused by GRANTEE's exercise of its rights herein, including without limitation, any damage to GRANTOR's land or property by reason of the initial installation, improvement, repair, removal, operation, and maintenance of the Improvement, and the terms and conditions hereinabove set forth shall be binding upon the successors and assigns of the GRANTEE.
7. That GRANTEE shall indemnify and hold the GRANTOR, its commissioners, officers, employees, agents, representatives, and volunteers, as well as its successors and assigns harmless from any and all claims for damages to person or property made by any third party arising out of any act, error, or omission on the part of the GRANTEE's employees, contractors, subcontractors, agents, or representatives, except and to the extent such claims are attributable to the gross negligence or willful conduct of GRANTOR or GRANTOR's employees or agents, and in connection therewith, GRANTEE shall provide satisfactory evidence of commercial general liability insurance with limits of not less than \$2,000,000.00 naming the GRANTOR and its commissioners, officers, employees, agents, representatives, and volunteers, as well as its successors and assigns as additional insureds thereon. GRANTEE shall provide documentation of such coverages, including applicable riders and endorsements satisfactory to GRANTOR. GRANTEE shall maintain such insurance for the duration of the term hereof and any subsequent renewals, if applicable. If GRANTEE defaults in performing any provision herein, it shall be responsible for costs and attorney's fees, costs, and expenses incurred by the GRANTOR as a result of such defaults and enforcing the terms hereof.
8. That time shall be of the essence of this temporary easement agreement, and the terms and conditions hereof shall extend to and be obligatory upon the GRANTOR, its successors and assigns and upon the GRANTEE, its permitted successors, assigns and contractor(s) as to any duty, obligation or liability.
9. That GRANTEE will not create or permit to be created any lien or encumbrance upon the easement area. The

GRANTEE shall not be responsible for the payment of any property taxes or fees with respect to its use of the easement area pursuant to this temporary easement agreement other than utility charges incurred by the GRANTEE in connection with its use of the easement area.

10. That any notice, demand, or other communication to be given or required pursuant to the terms hereof shall be in writing and delivered by personal service, sent by registered or certified mail (with an additional copy sent by regular U.S. Mail), return receipt requested with postage prepaid, or by a nationally recognized overnight express courier (freight prepaid) addressed as follows or to such other address as the Parties may designate in writing from time to time::

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

GRANTEE:  
The Carle Foundation  
Attn: \_\_\_\_\_  
611 Park St.  
Urbana, IL 61801

Any such notice, demand, request, or other communication shall be deemed given when personally delivered, or if mailed by registered or certified mail, seven (7) days after deposit in the United States mail, or if delivered by a national recognized overnight express courier (freight prepaid), the following business day after delivery to such courier. Either Party may change its notice address by giving the other party notice of such change in the manner specified in this Section.

11. That this agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
12. That this temporary easement agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. This temporary easement agreement shall only be transferable to a successor or assignee of GRANTEE upon the express written permission of GRANTOR.
13. That this temporary easement agreement and the obligations arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois and any applicable law of the United States of America. The GRANTOR and GRANTEE each hereby consent to the jurisdiction and venue of the Circuit Clerk of Champaign County, Illinois or the United States District Court for the Central District of Illinois with regard to any action, suit, or proceed which either Party may file. The Parties each hereby waive any objection to the venue of any such action, suit, or proceeding in such court(s). The Parties agree that service of process may be made and personal jurisdiction of either Party obtained by service upon an agent for service of process in the State of Illinois or any other apparent agent.
14. That the GRANTOR represents and warrants that all approvals necessary to enter into this temporary easement agreement upon the terms and conditions set forth herein have been obtained and that this temporary easement agreement is fully enforceable under all applicable laws and regulations.
15. That if any provision of this temporary easement is held by a court of competent jurisdiction to be illegal, invalid, unlawful, void, voidable, or unenforceable as written, then such provision shall be stricken and the remainder given full force and effect to the extent that it is legal, valid and enforceable, and any such illegality, invalidity or unenforceability shall be limited to such provision so that the rights, obligations, and interests of the GRANTOR and the GRANTEE under the remainder hereof shall continue in full force and effect.
16. That regardless of their form, all words shall be deemed singular or plural and shall have the gender as required and applicable by the text. The term "shall" is deemed to be mandatory.
17. That no failure on the part of either Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law or in equity. In the event of any action to enforce the terms of this agreement, the GRANTOR shall be entitled to recover its reasonable attorney's fees, costs, and expenses.



- 18. That the recitals and exhibits attached to this temporary easement agreement are incorporated herein and made a part hereof by this reference.
- 19. That time is of the essence of each provision and the performance of this temporary easement agreement.
- 20. That this temporary easement agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter and supersedes all prior written or oral agreements, understandings, representations, and warranties made with respect thereto. Any amendment, supplement, or modification of this temporary easement agreement or any waiver of any provision hereof shall not be made except in writing executed by the Parties.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have executed this temporary easement effective as of the day and year first above written.

CHAMPAIGN PARK DISTRICT, an Illinois  
Municipal Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF CHAMPAIGN    )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to the \_\_\_\_\_ and \_\_\_\_\_ of the CHAMPAIGN PARK DISTRICT, an Illinois Municipal Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the aforesaid municipal corporation acting upon power and authority granted them for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ACCEPTED:

THE CARLE FOUNDATION, an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF CHAMPAIGN    )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to the \_\_\_\_\_ and \_\_\_\_\_ of The Carle Foundation, a not-for-profit corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the aforesaid company acting upon power and authority granted them for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Prepared by and Return to:  
Guy C. Hall  
Attorney at Law  
Robbins, Schwartz, Nicholas,  
Lifton & Taylor, Ltd.  
301 N. Neil Street, Suite 400  
Champaign, IL 61820  
(217) 363-3040

## EXHIBIT A

### LOT 1 – ZAHND PARK SUBDIVISION

#### LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

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

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF ZAHND PARK  
SUBDIVISION; THENCE S. 89° 15' 13" E., ALONG THE SOUTH LINE OF SAID LOT,  
222.04 FEET TO THE TRUE POINT OF BEGINNING; THENCE N. 65° 43' 24" E.,  
145.34 FEET; THENCE N. 87° 38' 45" E., 133.71 FEET; THENCE N. 66° 00' 27" E.,  
121.27 FEET; THENCE S. 73° 44' 49" E., 192.29 FEET TO A POINT ON THE EAST  
LINE OF SAID LOT; THENCE S. 00° 44' 47" W., 68.05 FEET TO THE SOUTHEAST  
CORNER OF SAID LOT; THENCE N. 89° 15' 13" W. ALONG THE SOUTH LINE OF  
LOT 1, 560.63 FEET TO THE POINT OF BEGINNING, CONTAINING 0.93 ACRES,  
MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS,

