



**CHAMPAIGN
PARK DISTRICT**

**AGENDA
REGULAR BOARD MEETING
Brenan Meeting Center
706 Kenwood Road
Champaign, Illinois
Wednesday, December 11, 2019
5:30 p.m.**

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC

C. COMMUNICATIONS

D. TREASURER'S REPORT

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

E. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

F. COMMITTEE REPORTS

1. Champaign Parks Foundation

G. REPORT OF OFFICERS

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

H. CONSENT AGENDA

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

1. Approval of Minutes of the Public Hearing and the Regular Board Meeting, October 9, 2019
2. Approval of Minutes of the Special Board Meeting, October 23, 2019
3. Approval of the Minutes of the Regular Board Meeting, November 13, 2019
4. Approval of the Minutes of the Special Board Meeting, November 25, 2019
5. Approval of a Donation Agreement between the Park District and OSF Healthcare System, OSF Healthcare Heart of Mary Medical Center as it relates to the Martens Center
6. Approval of Change Order No. 1 for the Zahnd Park Accessible Path Project for \$12,712.79 credit

I. NEW BUSINESS

1. Approval of Disbursements as of November 13, 2019
Staff recommends approval of disbursements for the period beginning November 13, 2019 and ending December 10, 2019. *(Roll Call Vote)*
2. Approval of Naming the Education Wing at the new Martens Center
Staff recommends approval of following up with the Johnson family to request approval to name the Education Wing at the new Martens Center the Teretha Johnson Education Wing who passed away on October 27, 2019 at the age of 105.

3. Bids for 2020 Bedding Plants
Staff recommends accepting the bids and authorizing the Executive Director to execute contracts to purchase 2020 bedding plants for each order to the respective lowest responsible bidders as follows: Park Program Order with 2,313 flats to Ropp's Flower Factory for a total of \$47,994 and Flower Island Order with 2,118 flats to Connie's Country Greenhouse for a total of \$45,968. The total cost of the two recommended orders for 2020 will be \$93,962 with funds allocated in the FY20-21 operating budget.
4. Approval to Apply for the 2019 Park and Recreational Facility Construction Act (PARC) Grant
Staff recommends approval to apply for a \$2.5M PARC Grant for the Martens Center, and approval of the *PARC Grant Program Resolution of Authorization* due to the Illinois Department of Natural Resources (IDNR) by January 21, 2020.
5. Approval of a Central Parks App Hosting and Support Agreement with Links Technology Solutions, Inc.
Staff recommends approval of a Central Parks App Hosting and Support Agreement with Links Technology Solutions, Inc. for hosting, support and ongoing maintenance services for the Champaign Park District's App Development Project for a three (3) year term.
6. Approval of an Amendment to an Agreement with BLDD for the Virginia Theatre Sound System
Staff recommends approval of an amendment to the Professional Services Agreement with BLDD Architects for the Virginia Theatre sound system to proceed with design, bid, and construction work, and authorize the Executive Director to execute the agreement.
7. Approval of an Agreement with Architectural Expressions, LLP for The Bicentennial Center Project
Staff recommends approval of an agreement between Park District and Architectural Expressions, LLP for the Bicentennial Center facility renovations project.

J. OLD BUSINESS

K. DISCUSSION ITEMS

1. Dodds 3-Plex Concession Study Report
2. Prairie Farm Master Plan
3. Taste of C-U Final Report
4. Day Camp Report
5. Aquatics Report

L. COMMENTS FROM COMMISSIONERS

M. ADJOURN

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

October 9, 2019

PUBLIC HEARING

The Champaign Park District Board of Commissioners held a Public Hearing on Wednesday, October 9, 2019 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Hays presided over the hearing.

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

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

Katie Bermingham, CPA, Manager with CliftonLarsonAllen, Jim Lopez, President of Broeren Russo Builders, Inc., and Jeannette Donaldson, Champaign resident.

Open the Public Hearing

President Hays opened the public hearing at 7:00 p.m. He stated the purpose of the public hearing was to discuss and receive comments on the intent to issue \$1,168,900 in General Obligation Bonds. He reported a notice of the public hearing was published in *The News-Gazette* on October 1, 2019.

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

Commissioner Kuhl made a motion to close the public hearing. The motion was seconded by Vice President Miller. The motion passed 5-0.

REGULAR BOARD MEETING

The Champaign Park District Board of Commissioners held a Regular Board Meeting on Wednesday, October 9, 2019 immediately following the Public Hearing at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President Hays presided over the meeting.

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

Call to Order

President Hays called the meeting to order at 7:02 p.m.

Presentations

Audit

Katie Bermingham, CPA, Manager with CliftonLarsonAllen, presented the audit. She thanked Ms. Wallace and her team for preparing for the audit. She reviewed the audit process and highlighted areas of the Governance Letter, Financial Statements, and graphs. Ms. Bermingham reported that the Park District received an unmodified (clean) opinion. She also reviewed other areas of the financial statement.

The Board then thanked Ms. Bermingham for the presentation.

Bicentennial Center

Mr. DeLuce reported that staff is considering the possibility of relocating the Champaign-Urbana Special Recreation (CUSR) and other Park District programs to the Bicentennial Center for the next 10 years. He stated that staff hired Broeren Russo Builders, Inc. to provide a cost estimate to renovate the building.

Mr. Jim Lopez, President of Broeren Russo Builders, Inc., reported that the company was hired to study the space at the Bicentennial Center for future use by CUSR for the next 10 to 15 years. He presented the executive summary of findings as well as budget estimates. Discussion ensued. Mr. Lopez responded to questions by the Board. Further discussion ensued about the proposed construction schedule and contract with The Cage.

Ms. Wallace discussed the cost sharing between the Park District and Urbana Park District for CUSR. Mr. DeLuce staff that staff will seek Board direction on whether to move forward with the renovation at a future meeting.

Comments from the Public

There were no comments from the public.

Communications

President Hays circulated the communications.

Treasurer's Report

Treasurer Lawson reviewed the Treasurer's Report for the period September 1- 30, 2019 and found it to be in appropriate order.

Commissioner Solon made a motion to accept the Treasurer's Report for the period September 1-30, 2019. The motion was seconded by Commissioner McMahon. The motion passed 5-0.

Executive Director's Report

General Announcements

Mr. Olson reported that the Park District, with INDR's assistance, is introducing fall trout fishing at Kaufman Lake. The season opens at 5 a.m. on October 19, 2019. Mr. DeLuce reported that FlannelFest will be held October 11, 2019 at 5 p.m. in Hessel Park. He updated the Board on a video promoting the event called Flannel Fairy featuring Operations staff. Mr. DeLuce requested an earlier start time for the November 13, 2019 Regular Board meeting due to Board, Officers, and staff attending the Legal Symposium on November 14, 2019 in Oak Brook, IL. Discussion ensued. It was the consensus of the Board to begin the November 13, 2019 meeting at 5:45 p.m.

Committee and Liaison Reports

Champaign Parks Foundation

Commissioner Miller reported that the Foundation Board had not met.

Report of Officers

Attorney's Report

Mr. Hall reported that he is working on contracts related to the Martens Center.

President's Report

None.

Consent Agenda

President Hays stated that all items on the Consent Agenda are considered routine and shall be acted upon by one motion. President Hays reported that Consent Agenda Item 1 is being removed and shall be discussed separately.

2. Acceptance of the FY19 Audit Report as presented.
3. Approval of Ordinance No. 640, an ordinance providing for the disposal of personal property owned by the Champaign Park District of Champaign County, which will allow for the disposal of items listed in Attachment A.

Vice President Miller made a motion to approve the Consent Agenda Items 2 and 3. The motion was seconded by Commissioner Solon. The motion passed 5-0.

1. *Approval of a Donation Agreement between OSF Healthcare System, OSF Healthcare Heart of Mary Medical Center and the Park District*

Commissioner Kuhl expressed concern about the proposed location of the OSF name on the door and proposed transfer of rights to another building in the event something happens to the Martens Center. She also inquired about the effective date of the agreement. Mr. DeLuce stated that staff will revisit these issues and present the agreement at a future meeting.

New Business

Approval of Disbursements as of September 11, 2019

Vice President Miller made a motion to approve the list of disbursements for the period beginning September 11, 2019 and ending October 8, 2019. The motion was seconded by Commissioner Solon. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner McMahon – yes; Vice President Miller – yes; President Hays – yes; and Commissioner Kuhl – yes.

Approval to Solicit Bids for Issuance of General Obligation Bonds

Vice President Miller made a motion to approve and confirm authorizing the Treasurer and Director of Finance to solicit bids for the issuance of \$1,168,900 in General Obligation Bonds for the purpose of paying debt service on certain outstanding obligations and for financing, as applicable, the maintenance, improvements and protection of lands, buildings and parks, including land acquisition, and related design, facilities, improvements and costs, as provided in a resolution adopted by the Board at its Regular Meeting held September 11, 2019. The motion was seconded by Commissioner Solon. The motion passed 5-0.

Approval of a Resolution Estimating Taxes to be Levied for FY20-21

Ms. Wallace presented the report. She reported that the Board is required to pass a resolution setting the tax levy for the following fiscal year (FY) 2021. Afterwards, the staff will publish the Truth in Taxation notice, if required. She presented three options for consideration. Discussion ensued. After discussion, Commissioner Kuhl made a motion to table this item until the October 23, 2019 Special meeting. The motion was seconded by Commissioner McMahon. The motion passed 5-0.

Approval of the Martens Center Project

Mr. DeLuce presented about the Martens Center. The update included discussion about associated cost and space needs with the Don Moyer Boys and Girls Club and Champaign County Regional Planning Commission, possible inclusion of a pool, PARC Grant, and other matters relating to the Martens Center. Staff responded to questions from the Board. Staff recommended proceeding with development and construction of the Martens Center at Human Kinetics Park pursuant to the previous assessments and evaluations by the Board. Discussion ensued about amenities and uses for the Martens Center.

Commissioner Kuhl made a motion to table this item. The motion was seconded by Commissioner McMahon. The motion passed 5-0.

Old Business

None.

Discussion Items

President Hays encouraged everyone to review the estimated budgets for the proposed Bicentennial Center as a facility for CUSR.

Comments from Commissioners

Commissioner Kuhl reported that a person approached her about problem trees in Morrissey Park and before she could pass the information on to staff, staff has already begun the cleanup. She thanked staff for their efforts. She also reported that she received a compliment about how Virginia Theatre staff handled the Bob Nutt concert. She also complimented the Virginia Theatre staff for their efforts.

Commissioner Solon commented on the thank you card in Board correspondence from Noel Park neighbors regarding the playground and other improvements to the park. She reported that she received pictures of children playing in the park and thanked staff for their efforts.

President Hays has attended programs at the Virginia Theatre the last week and found that both programs were great. He thanked the Virginia Theatre staff for their efforts.

Adjourn

There being no further business to come before the Board, Commissioner Kuhl made a motion to adjourn the meeting. The motion was seconded by Vice President Miller. The motion passed 5-0 and the meeting was adjourned at 10.11 p.m.

Approved

Craig W. Hays, President

Cindy Harvey, Secretary

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

November 13, 2019

PUBLIC HEARING

The Champaign Park District Board of Commissioners held a Public Hearing on Wednesday, November 13, 2019 at 5:45 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Hays presided over the hearing.

Present: Vice President Kevin Miller, Commissioners Barbara J. Kuhl, Jane L. Solon, and Timothy P. McMahon (arrived at 6:16 p.m.), and Treasurer Donna Lawson and Attorney Guy Hall.

Absent: President Craig Hays.

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Dan Olson, Director of Operations, Jameel Jones, Director of Recreation, Jimmy Gleason, Director of Revenue Facilities, Tammy Hoggatt, Director of HR, Risk & IT, and Andrew Weiss, Director of Planning.

Other staff were in attendance as well as members of the public.

Open the Public Hearing

Vice President Miller opened the Public Hearing at 5:45 p.m. He stated that the purpose of the Public Hearing was to discuss and receive comments on the proposed Property Tax Levy for the year commencing May 1, 2020 and ending April 30, 2021. A notice of the proposed 2020-2021 Tax Levy was published in *The News-Gazette* on November 5, 2018 in compliance with state law.

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

Commissioner Kuhl made a motion to adjourn the Public Hearing. The motion was seconded by Commissioner Solon. The motion passed 3-0.

REGULAR BOARD MEETING

The Champaign Park District Board of Commissioners held a Regular Board Meeting on Wednesday, November 13, 2019 immediately following the Public Hearing at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. Vice President Miller presided over the meeting.

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

Call to Order

Vice President Miller called the meeting to order at 5:48 p.m.

Comments from the Public

None.

Communications

None.

Treasurer's Report

Treasurer Lawson presented the Treasurer's Report for the period October 1-31, 2019. She stated the Park District's finances have been reviewed and found to be in appropriate order.

Commissioner Solon made a motion to accept the Treasurer's Report for the period October 1-31, 2019. The motion was seconded by Commissioner Kuhl. The motion passed 3-0.

Executive Director's Report

General Announcements

Mr. DeLuce reported that the Parade of Lights will be held on November 30, 2019 and will begin at 6:00 p.m. He also reported that the Park District's Shop Open House will be held on December 4, 2019 at 3 p.m. Mr. DeLuce introduced Jimmy Gleason, new Director of Revenue Facilities. He also informed the Board that a new system for email will begin November 29, 2019 and information will be forwarded to the Commissioners about the changes. Discussion ensued about the filter, Office 365, and use of the Park District email addresses.

Committee and Liaison Reports

Champaign Parks Foundation

Commissioner Miller reported that tickets for Ties and Tennies scheduled for January 9, 2019 at the Virginia Theatre are available online. He reported that \$5,000 in sponsorships have been received to date. Commissioner Miller stated that food vendors for the fundraiser are still being sought.

Report of Officers

Attorney's Report

Attorney Hall reported that he is working on routine ongoing matters.

President's Report

None.

Consent Agenda

Vice President Miller stated that all items on the Consent Agenda are considered routine and shall be acted upon by one motion. He reported that Consent Agenda Items 9 and 15 are being removed and will be discussed separately.

1. Approval of Minutes of the Study Session, August 28, 2019
2. Approval of Minutes of the Regular Board Meeting, September 11, 2019
3. Approval of Minutes of the Special Board Meeting, September 25, 2019
4. Approval of Minutes of the Executive Session, September 25, 2019
5. Approval of Meeting Dates for 2020
6. Approval inserting Craig Hays Delegate, Kevin Miller as 1st Alternate, Timothy McMahon as 2nd Alternate and Joe DeLuce as 3rd Alternate to serve as delegates to the Annual Business Meeting of the Illinois Association of Park Districts to be held on January 25, 2020
7. Approval of payment of the 2018 bond issue in the amount of \$1,173,263.44 due by November 30, 2019
8. Approval of the low bid from Hickory Point Bank of 1.5% for the \$1,168,900 bond issue and to act as the bond registrar at no additional fee
10. Accepting the lowest responsible bid to purchase one (1) new 2020 Ford F-350 with Dump Body from Ford City Champaign in the amount of \$46,211
11. Approval of Ordinance No.643, an ordinance providing for the disposal of personal property owned by the Champaign Park District, which will allow for the disposal of one (1) 2006 Ford F-150 with Dump Body
12. Accepting the lowest responsible bid from Spear Corporation for the Sholem Aquatic Center Sand Filter Rehab in the amount of \$50,000, and authorizing the Executive Director enter into a contract for the work
13. Approval of the Prequalified List of Architects and Engineers as shown in Attachment 1 for a three (3) year period, which will end in November 2022
14. Approval of Change Order No. 1 to a Subrecipient Agreement with the City of Champaign for the FY18-19 Community Matters Program extending the agreement for six (6) months to expire December 31, 2019

Commissioner Solon made a motion to approve Consent Agenda Items 1 through 8 and 10 through 14. The motion was seconded by Commissioner Kuhl. The motion passed 3-0.

9. *Approval of a Donation Agreement between the Park District and OSF Healthcare System, OSF Healthcare Heart of Mary Medical Center as it relates to the Martens Center*
Mr. DeLuce reported that it was brought to his attention the difference in the period of years for the agreement with OSF since the donation amounts from OSF and Carle are the same. He stated that staff is requesting Board consensus on whether the agreement with OSF should be for 25 years. Discussion ensued. It was the consensus of the Board that the agreement be revised for a period of 25 years.

This items was tabled until the December 11, 2019 Regular Board meeting.

15. *Approval of the FYE2020 budget book*

Commissioner Solon stated that she had not had an opportunity to review the proposed budget book and did not feel comfortable voting on it yet. Discussion ensued. The budget and appropriation ordinance was approved in July 2019. Ms. Wallace noted that typically the ordinance and the budget book are approved at the same. However, there were numerous issues with implementing new software. The budget book is due November 30, 2019. Commissioner Solon asked whether a special meeting could be held to vote on the budget book. There was further discussion about deadline for submittal of the budget book, amount of time needed to review the budget, and setting a date and time for a special meeting.

Commissioner Kuhl made a motion to approve the 2020 annual budget book as presented unless there are any material objections filed to the Executive Director by noon on November 19, 2019, and if there are any material objections field by that time then there will be a meeting held on Monday, November 25, 2019 at 8:45 a.m. with Commissioner Solon to attend electronically for final approval. The motion was seconded by Commissioner Solon. The motion passed 3-0.

New Business

Approval of Disbursements as of October 9, 2019

Commissioner Solon made a motion to approve the list of disbursements for the period beginning October 9, 2019 and ending November 12, 2019. Discussion ensued. Commission Solon requested a report on funds spent with nonprofit originations within the past year. Mr. DeLuce discussed the process for determining which organizations to support.

The motion was seconded by Commissioner Kuhl. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Vice President Miller – yes; and Commissioner Kuhl – yes. The motion passed 3-0.

Approval of Adoption of Ordinance No. 641: Bond Ordinance

Staff recommended adoption of Ordinance No. 641: an ordinance authorizing the issuance of General Obligation Park Limited Bonds, Series 2019, of the Champaign Park District, Champaign County, Illinois, and providing the details of such bonds, for the levy of direct annual taxes to pay such bonds, and related matters.

Commissioner Solon made a motion to adopt Ordinance No. 641: an ordinance authorizing the issuance of General Obligation Park Limited Bonds, Series 2019, of the Champaign Park District, Champaign County, Illinois, and providing the details of such bonds, for the levy of direct annual taxes to pay such bonds, and related matters. The motion was seconded by Commissioner Kuhl. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Vice President Miller – yes; and Commissioner Kuhl – yes. The motion passed 3-0. A copy of Ordinance No. 641 is attached to the minutes.

Approval of Adoption of Ordinance No. 642: Tax Levy Ordinance

Staff recommended adoption of Ordinance No. 642: an ordinance to levy property taxes in the amount of \$13,732,633 for fiscal year beginning May 1, 2020 and ending April 30, 2021.

Commissioner Kuhl made a motion to adopt Ordinance No. 642: an ordinance to levy property taxes in the amount of \$13,732,633 for fiscal year beginning May 1, 2020 and ending April 30, 2021. The motion was seconded by Commissioner Solon. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes; Vice President McMahon – yes; President Hays – yes; and Commissioner Kuhl – yes. The motion passed 3-0.

OLD BUSINESS

Approval of an Agreement with Hitchcock Design, Inc. d/b/a Hitchcock Design Group for development of Human Kinetics Park

Mr. DeLuce presented the report. He reported that staff updated the agreement based on feedback from the Board. Discussion ensued about the rationale for use of firms chosen for the project and drainage issues. Mr. Weiss stated that staff supports the recommendation to move forward with Hitchcock Design for this project.

Commissioner Kuhl made a motion to approve an agreement between the Park District and Hitchcock Design Group to provide professional services for the development of Human Kinetics Park. The motion was seconded by Commissioner Solon. The motion passed 3-0.

Discussion Items

None.

Commissioner Timothy P. McMahon arrived to the meeting at approximately 6:16 p.m.

Comments from Commissioners

Commissioner Solon reported that the performance by the Indigo Girls on November 12, 2019 at the Virginia Theatre was good.

Vice President Miller reported that he attended the CUSR Cupcake 5K on November 3, 2019, which had good turnout and everyone had a good time.

Adjourn

There being no further business to come before the Board, Commissioner Kuhl made a motion to adjourn the meeting. The motion was seconded by Commissioner Solon. The motion passed 4-0 and the meeting was adjourned at 6:19 p.m.

Approved:

Craig W. Hays, President

Cindy Harvey, Secretary

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

November 25, 2019

The Champaign Park District Board of Commissioners held a Special Meeting on Monday, November 25, 2019 at 8:45 a.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Hays presided over the meeting.

Present: President Craig W. Hays, Vice President Kevin J. Miller, Commissioners Jane L. Solon (remotely), and Timothy P. McMahon.

Absent: Commissioner Barbara J. Kuhl.

Staff Present: Joe DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, and Tammy Hoggatt, Director of Human Resources, IT and Risk.

Call to Order

President Hays called the meeting to order at 8:45 a.m.

Comments from the Public

There were no comments from the public.

New Business

Approval of the FYE2020 Budget Book

Staff recommended approval of the revised FYE2020 budget book.

Commissioner McMahon made a motion to approve the revised FYE2020 budget book. The motion was seconded by Vice President Miller. The motion passed 4-0.

Comments from Commissioners

There were no comments from Commissioners.

Adjourn

There being no further business to come before the Board, Vice President Miller made a motion to adjourn the meeting. The motion was seconded by Commissioner McMahon. The motion passed 4-0 and the meeting was adjourned at 8:48 a.m.

Approved

Craig W. Hays, President

Cindy Harvey, Secretary

DONATION AGREEMENT
between
OSF HEALTHCARE SYSTEM,
OSF HEALTHCARE HEART OF MARY MEDICAL CENTER
and
CHAMPAIGN PARK DISTRICT,
MARTENS CENTER

This Donation Agreement (“Agreement”) is made and entered into as of the date last written below by and between OSF HEALTHCARE SYSTEM, an Illinois not-for-profit corporation (“System”) as owner and operator of OSF HealthCare Heart of Mary Medical Center (“HMMC”)(System and HMMC collectively referred to as “OSF”) and CHAMPAIGN PARK DISTRICT, an Illinois municipal corporation (“Park District”) as owner and operator of Martens Center, (“Center”)(Park District and Center collectively referred to as “Park District”). OSF and Park District hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Park District is an Illinois Municipal Corporation located and doing business in Champaign, Illinois.

WHEREAS, OSF is an Illinois not-for-profit corporation which owns and operates HMMC.

WHEREAS, a common mission of the Parties is to improve the lives of the population in and around Champaign, Illinois, and OSF desires to expand community health and wellness initiatives in Champaign;

WHEREAS, in furtherance of its mission and purpose to improve the health status of, medically underserved communities in Champaign and surrounding communities served by OSF, OSF desires to provide a donation to Park District to defray costs Park District expects to incur in establishing the exercise fitness center area at within the Center on the site located on or about Human Kinetics Park in Champaign, Illinois (hereinafter referred to as, “Fitness Center”), for the purposes of enhancing community health and wellness.

WHEREAS, in furtherance of their respective missions, OSF wishes to provide such financial assistance in the form of a donation to Park District to enable Park District to accomplish this important public purpose.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals set forth above, incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **Consideration.**

- a. The donation by OSF to Park District for the Fitness Center shall be in the amount of Five Hundred Thousand and No/Dollars (\$500,000.00), contributed in two (2) equal installments, with the first installment to be contributed on the Effective Date of this Agreement, and the second installment contributed six (6) months after such Effective Date.
- b. In consideration for the donation by OSF, Park District will acknowledge such donation by granting OSF naming rights to the Fitness Center (“Naming Rights”). Subject to the terms of this Agreement, the Naming Rights for the Fitness Center will remain in effect for the useful life thereof. If during the useful life of the Fitness Center, the Park District transfers or conveys the entire Center-~~as a whole~~, or it is closed, deconstructed, destroyed, severely damaged, significantly renovated, upgraded, modified, relocated or replaced, then such Naming Rights will cease. In such event, OSF will have the right, for no additional payment, to have naming rights of another available and equivalent Park District facility, if any such facility then exists; provided that, if no such facility exists, such Naming Rights will cease in their entirety. In any event, the Naming Rights granted pursuant to this Agreement shall be for a period not to exceed fifty (50) of twenty-five (25) years.
- c. In connection with the Naming Rights granted to OSF hereunder, it shall be entitled to have signage or other forms of publicity identifying OSF at the Center, and the nature, ~~and~~ extent, and location of such signage shall be mutually agreed upon by the Parties; provided that, such signage shall at all times conform to the policies of Park District.
- d. In further connection with the Naming Rights granted to OSF hereunder, ~~the doors to~~ the Fitness Center shall feature a signage at eye-level which states as follows: “This facility was ~~created~~ made possible by a grantgift from OSF HealthCare to promote community health. The programs and activities within the facility are operated by the Champaign Park District.”
- e. The Parties specifically acknowledge that the amount of the donation has not been or shall not be conditioned or vary based upon (or otherwise be determined by taking into account in any manner whatsoever) the volume or value of any referrals or other business between the Parties, which referrals or business are or may be reimbursed under Medicare, Medicaid, CHIP or any private third party healthcare plan. In addition, the donation funds provided pursuant to this Agreement are not intended to be, nor shall they be construed as, an inducement, payment, or benefit of any kind or character for the referral of patients or business by one Party to the other Party or to any third party. Furthermore, the donation described herein is not intended to, nor shall it be construed to restrict either Party from entering into

similar agreements with other entities, individuals, providers or suppliers. In the event any governmental agency which administers Medicare, Medicaid, CHIP or any third party healthcare plan passes, issues, or promulgates any law, rule, regulation, standard of interpretation or materially changes its position with regard to the same in a manner which would prohibit, restrict, limit or render illegal the relationship described herein, or any such entity issues a written allegation or otherwise provides notice to the Parties to the effect of the relationship described herein as in violation of any law, rule or regulation, then either Party may give the other Party notice of intent to amend this Agreement to bring it into compliance with all applicable laws. If this Agreement is not so amended by further mutual agreement within thirty (30) days after notice is given, then the Party giving notice shall have the right to terminate the Agreement effective at the end of such thirty (30) day notice period. To the extent OSF is required to undertake and/or maintain compliance with healthcare-related requirements of the Illinois Department of Health Care and Family Services, Illinois Department of Public Health, Illinois Health Facilities and Services Review Board or any other applicable governmental body, whether at the state or federal level concerning the Center that is referred to herein, it shall undertake all actions and measures necessary to comply therewith, and hold Park District harmless and indemnify it from any claims, costs, actions or damages of any kind or character whatsoever related thereto.

2. **Term.** This Agreement shall commence as of ~~_____~~ January 1, 2020 (“Effective Date”) and shall remain in effect for a term of one (1) year therefrom unless earlier terminated in accordance with the terms herein. Notwithstanding the term, Naming Rights shall continue past the term of this Agreement as specified in Section 1.b. above.
3. **Miscellaneous.**
 - a. **Amendments.** This Agreement may only be amended by written instruments executed by the authorized officials of the Park District and OSF.
 - b. **Severability.** If any provisions to this Agreement or any portion thereof is found to be invalid, illegal or unenforceable, under any applicable statute, regulation, rule of law, or judgement of a court of competent jurisdiction, then such provision or portion thereof shall be deemed omitted and the validity, legality and enforceability of the remaining provisions shall not in any manner be effected or impaired thereby.
 - c. **Governing Law; Venue.** This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the internal laws of the State of Illinois without regard to its choice of law rules. Champaign County, Illinois, shall be the sole and exclusive venue for any legal proceeding arising out of this Agreement.

- d. Independent Contractor Status. It is expressly acknowledged by the Parties that nothing in this Agreement is intended or may be construed to create an employer/employee relationship, a joint venture relationship, or a partnership between OSF and Park District.
- e. Assignment. This Agreement and all rights and benefits hereunder are personal to OSF and Park District, and neither this Agreement nor any right or interest of OSF or Park District herein, or arising hereunder, may be voluntarily or involuntarily sold, transferred or assigned without the written consent of the other Party, which shall not be unreasonably withheld. Any attempt at assignment without such consent is void, provided that, OSF may assign its rights hereunder to an affiliate or subsidiary legal entity with the written consent of Park District, which shall not be unreasonably withheld.
- f. Notice. Any notice required by this Agreement will be in writing and will be deemed to have been properly given to a Party (a) if hand delivered, (b) if delivered overnight by UPS or FedEx, effective on the first business day following delivery to such carrier, or (c) if sent certified mail, return receipt requested, effective three (3) days after deposit in the United States mail, addressed to the address below or as the Parties may designate by giving notice pursuant to this Section:

If to Park District:

Attn: Executive Director
Champaign Park District
706 Kenwood Road
Champaign, IL 61821

If to OSF:

Attn: Chief Executive Officer
OSF Healthcare System
800 N.E. Glen Oak Avenue
Peoria, IL 61603

- g. Third Party Beneficiaries. This Agreement does not confer any benefit or rights upon any person other than OSF and Park District, and no third party will be entitled to enforce any obligation, responsibility or claim of any Party to this Agreement.
- h. Interpretation. This Agreement is a result of negotiations between the Parties, none of whom have acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the Parties hereby waive the application of any rule or law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular, the plural. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this

Agreement. The section titles and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

- i. Counterparties Facsimiles; pdf Signatures. The Parties acknowledge and understand that this Agreement may be executed in multiple contemporaneous originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further acknowledge and understand that copies of executed documents may be considered originals for enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year last written below.

OSF:

OSF HEALTHCARE SYSTEM,
an Illinois not-for-profit corporation

By: _____

Its: _____

Date: _____

Park District:

CHAMPAIGN PARK DISTRICT,
an Illinois municipal corporation

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Date: _____



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: December 3, 2019

SUBJECT: Approval of Change Order No. 1 for the Zahnd Park Accessible Path Project

Background

Construction at Zahnd Park was substantially complete in October. Since then all turf grass has been established and project is entirely finished. Final payment (retainage) has been submitted and there remain quantities/scheduled values the contractor did not need entirely, including: Supplemental Watering, Temporary Erosion Control Seeding, Temporary Ditch Checks, Perimeter Erosion Barrier, Inlet And Pipe Protection, Concrete Sidewalk, and Detectable Warnings. The unused quantities result in a \$12,712.79 credit to the contract amount as shown on the attached change order.

Prior Board Action

March 13, 2019 Regular Board Meeting—Board awarded base bid to A&A Concrete of Ludlow IL in the amount of \$186,214.24 and authorized the Executive Director to enter into the construction contract.

Budget Impact

FY20 Capital Budget for Project 180002 is \$260,607.00. Counting Change Order No. 1 the final construction contract amount is \$173,501.45. Other project expenses were \$16,688.27 (engineering/design, relocating valve boxes). Pending Change Order No.1 approval, Project 180002 will have \$70,417.28 in remaining funds with no outstanding project expenses.

Recommendation

Staff recommends approval of Change Order No. 1 for the Zahnd Park Accessible Path Project.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Joe DeLuce
Executive Director

CHANGE ORDER FORM

General Description

Project
Zahnd Park ADA / Mobility Enhancements

Contract Date
March 30, 2019

Change Order Number
1

Date of Issue
December 3, 2019

Change Order Amount
\$12,712.79 (credit)

Description of Work

The contractor did not need to use the entire awarded quantities/scheduled values of Supplemental Watering, Temporary Erosion Control Seeding, Temporary Ditch Checks, Perimeter Erosion Barrier, Inlet And Pipe Protection, Concrete Sidewalk, or Detectable Warnings. This resulted in a net \$12,712.79 credit to the original contract amount.

Change of Contract

Original Contract Sum	\$ 186,214.24
Contract Sum Net Change by Previous Change Orders	\$ 0.00
Change in Contract Sum	\$ - 12,712.79
New Contract Sum	\$ 173,501.45
Change in Contract Time	0 Days
Substantial Completion Date	October 4, 2019

Approval

Owner
Champaign Park District
706 Kenwood Road
Champaign IL 61821

Contractor
A&A Concrete LLC
1852 CR 3500 N
Ludlow IL 60949

Consultant
Clark Dietz Inc
125 W Church Street
Champaign IL 61820

Owner approval:

Contractor approval:

Consultant approval:

Date of approval:

Date of approval:

Date of approval:

Crystal Anderson
Alan P. Anderson
12/4/19 12-4-2019



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: November 22, 2019

SUBJECT: Martens Center Education Wing

Background

As part of the capital campaign for the Martens Center, various areas were identified as naming opportunities for donors. Two of those areas included the two entire main floors of the building, for which it was decided to provide opportunities to name them as education wings. During the campaign, staff was able to secure a donor for one of the wings. The donor and their family wished to have the area named after a local, African-American educator who taught in our community schools, preferably Champaign.

Not having anyone particular in mind and not being all that familiar with local educators, the donors asked staff to conduct a community survey. Unfortunately the survey didn't result in many responses, and those it did obtain were not local educators, but rather from the University and Urbana, for which the donors did not wish to move forward. As a result, the donors decided to leave the wing unnamed...until the story of Teretha Johnson appeared in The News-Gazette.

Ms. Johnson was a former teacher in Champaign schools from 1953 until 1982 including Lawhead, Washington, Marquette, and Bottenfield. She helped integrate Champaign public schools in the 1960's when she became the first black teacher at a predominately white school. She finally retired from teaching in 1982.

After learning of Ms. Johnson, the donor and their family agreed she would be an ideal candidate for which to name the education wing.

Prior Board Action

None

Budget Impact

None

Recommended Action

It is recommended the Board approve allowing staff to reach out to Ms. Johnson's son to request his approval for naming the Education Wing at the new Martens Center the Teretha Johnson Education Wing after his late mother who passed away on October 27 of this year at the age of 105.

Prepared by:

Reviewed by:

Laura Auteberry
Development Director

Joe DeLuce, MS, CPRP
Executive Director



**CHAMPAIGN
PARK DISTRICT**

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: December 5, 2019

SUBJECT: Bids for 2020 Bedding Plants

Background

A bid request for the 2020 Bedding Plants was published in the in the Nov. 10 *News Gazette*. Additionally, the bid packet was sent directly to nine greenhouses, and advertised on the Park District website. The bid packet specifies that we are seeking separate bids for the park flowers program and the flower island program and that each program will be awarded to two separate vendors.

Listed below is a comparison of the Flower Orders total costs and numbers from previous years:

YEAR	NUMBER OF FLATS	COSTS	AVG COST/FLAT
2015	5590	\$84,609.00	\$15.14
2016	5693	\$96,018.25	\$16.87
2017	5245	\$94,575.00	\$18.03
2018	4795	\$93,655.40	\$19.53
2019	4488	\$92,619.50	\$20.64
2020	4,431	\$93,962.00	\$21.21

Prior Board Action

None.

Bid Results

Bids were opened and read aloud on Dec. 4. Two businesses submitted two bids each. One bid for the Park Flowers and one for the Flower Islands. The bid results are tabulated below.

Bidder	PARK FLOWER (2313 flats)	FLOWER ISLAND (2118 flats)
Ropp's Flower Factory, Gibson City, IL	\$47,994.00	\$50,666.00
Connie's Country Greenhouse, Latham, IL	\$44,907.00	\$45,968.00

Budget Impact

Based on the recommended bids, the total cost of the two bedding plant orders for 2020 will be \$93,962.00 or \$21.21 per flat. This is an increase of \$0.57 (2.7%) per flat over last year. Funds will be allocated in the FY 2020-2021 operating budget. Earlier in the year the Board approved moving the fees for the Flower Island Program from \$12.00 to \$13.00 per square foot, an increase of 8.3%.

Recommended Action

Staff recommends awarding the contract for each bid to the respective low bidders as follows: Park Program bid for 2,313 flats for a total of \$47,994.00 to Ropp's Flower Factory and Flower Island bid for 2,118 flats for a total of \$45,968 to Connie's Country Greenhouse.

Prepared by:

Reviewed by:

Neil Sudduth
Interim Horticulture and Natural Areas Supervisor

Daniel Olson
Director of Operations



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: December 11, 2019

SUBJECT: Approval to Apply for Park and Recreational Facility Construction (PARC) Grant for the Martens Center

Background

At the October 23, 2019 Special Board Meeting, the Board approved the development and construction of the Martens Center at Human Kinetics Park, with an estimated cost of \$10.6M. A section of the Martens Center will serve partner organizations such as Champaign County Head Start. The PARC program, funded through the State's Capital Development Bond Funds, provides assistance for renovation or construction of indoor recreation facilities. Because pre-school and daycare facilities are ineligible for assistance, the square footage of the RPC program space must be excluded from the grant development plan. A definite schedule for award and contract execution has not been released; it is likely that if the District is awarded the grant that the current construction schedule would be delayed. An IDNR representative also noted to staff that a highly competitive number of applicants is expected and that there are limited funds (\$20 million for local government units outside of the Chicago Park District).

Prior Board Action

No prior action.

Budget Impact

PARC policy administered through IDNR provides up to 75% funding assistance, with a maximum award of \$2.5M. PARC submissions include a \$300 application fee, followed by a grant award fee of up to \$5,000. The project must be completed within two years of the fully executed grant agreement, and payment of all costs must occur before submitting final billing request to IDNR for reimbursement. Project costs for which reimbursement is sought cannot be incurred prior to grant approval notification. Funding would come from the Martens Center Capital Fund.

Recommendation

Staff recommends authorization and signature of *Grant Program Resolution of Authorization* (attachment 1) due to IDNR by January 21, 2020. Staff is recommending approval to proceed with \$2.5M PARC grant.

Prepared by:

Reviewed by:

Allison Williams
Planning Coordinator

Andrew Weiss
Director of Planning

1. Project Sponsor: Champaign Park District

2. Project Title: Martens Center Development

The Champaign Park District hereby certifies and acknowledges that it has 100% of the funds
(local project sponsor)

necessary to complete the pending PARC project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR indoor or outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

ALL Projects

It is understood that the project should be completed within the timeframe established in the project agreement and the Final Billing reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements, and relieves DNR from further payment obligations on the grant.

The Champaign Park District further acknowledges and certifies that it will comply with
(local project sponsor)

all terms, conditions and regulations of 1) the Park and Recreational Facility Construction Grant Program (PARC) (17 IL Adm. Code 3070) 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with PARC assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public indoor or outdoor recreation purposes in accordance with the PARC programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR.

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

This Resolution of Authorization has been duly discussed and adopted by the Champaign Park District at a legal
(local project sponsor)
meeting held on the 11 day of December, 20 19.

(Authorized Signature and Title)

ATTESTED BY:

(Name and Title)



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: December 11, 2019

SUBJECT: LINKS Technology Central Parks App Hosting & Support Agreement

Background

The Champaign Park District entered into a contract for app development per the capital plan. Like the website, maintaining an app requires monthly maintenance for tech support, data hosting, and security. The agreement proposes a 3-year contract for these services at a monthly cost of \$225. Additional fees may apply at an hourly rate should support outside the scope be required.

Prior Board Action

Approval of Capital Improvements Plan that included App Development.

Budget Impact

Monthly cost of \$225 for entirety of agreement (3 years).

Recommended Action

Staff recommends approval of the Central Parks App Hosting & Support Agreement to allow consistent support and communication in the launching and first three years of hosting app.

Prepared by:

Chelsea Norton
Director of Marketing and Communications

Reviewed by:

Joe DeLuce, CPRP
Executive Director



Central Parks App Hosting & Support Agreement

This Agreement defines hosting, support and ongoing maintenance services to be provided for the Champaign Park District's App Development Project.

Scope of Services

Upgrades, Patches and Re-Deployments

Once the apps are deployed to the distribution service providers (Apple and/or Google), the client may request upgrades that require changes to the platform or require redeployment of the apps to the distribution service providers. Each request of this nature will be evaluated individually and LINKS reserves the right to provide a quote to the client before beginning work and request payment for work when completed client-requested upgrade efforts.

Occasionally, changes in technology, changes to the terms of use/service of the distribution provider services (Apple and/or Google), or other unforeseen changes may occur and require that your app to be patched/updated and re-deployed to the distribution providers to remain publicly available for download. In the event a patch and re-deployment is required, LINKS will notify the you to inform you of your options. LINKS reserves the right to provide a quote before beginning any work and request payment for work completed related to patch and re-deployment.

App Support

Ongoing App Support: At Links Technology, we pride ourselves on providing amazing support to our customers. When you have a question about your app or any issue arises, our support team will be there to assist. LINKS provides in-person, email, phone and shared-screen web-based support for customers worldwide, and all from the same staff that designed and built your app. Our teams have intimate knowledge of your app and we do not outsource support to a call center or third party.

- **Our SLA:** Support of the account shall be provided via email, web portal, phone, or in person as determined by LINKS. LINKS will respond to all support requests within 24 hours on weekdays and 48 hours on weekends, via email or phone, with a confirmation that the request was received, and an estimated completion date for each action item in the request. Most requests are completed the same day as they are made however, support requests received after 3:00pm CDT may not be completed until the next business day. Our team has live

support personnel at our Schaumburg headquarters 9AM to 5PM Monday through Friday except on holidays.

- **Support requests** are handled by our professional design and web marketing staff. Tickets are escalated to management or development staff as needed. Clients have direct phone numbers for project manager and division managers as well as access to company executives as needed.
- **Post-Launch Support** Requests may be made by phone, email or web portal at websupport.linkstechnology.com.
- **Emergency needs** are handled on a case by case basis, but are typically handled by the client or project manager who is available and responsive at off hours for emergency needs. In the event of a system failure or downtime, your client or project manager will be automatically notified and work to remedy the situation quickly.
- **Training:** Administrator training will be provided for the user groups responsible for maintenance of the app (usually in 1-hour user training sessions for up to 10 participants at a time.) Training will continue on an as needed basis via online web meetings.)

Hosting, Security and Maintenance

Your app will be hosted on a secure and reliable network infrastructure where the server and internet connections will be maintained and monitored at all times. Data Centers maintain industry-leading security and fail-safes along with physical security and 24/7 monitoring. Your app data and its server will be well maintained for security patches and upgrades without additional costs.

- Data Center location and operational procedures vary are hosted by LINKS and we take responsibility for working with and managing your hosting inclusive of your support services. Some aspects of the hosting and serving environment are reliant on our third-party service providers, and while LINKS cannot control everything that happens at a third-party service provider, we choose to only work with high-quality companies with long and successful track-records.
- Systems receive daily backups, ample storage and bandwidth space. Each platform and plan varies, but LINKS works with you to determine an amount of resources appropriate so it is never a concern.
- Downtime Maintenance of hosting environments is extremely rare as is limitations on access due to maintenance. Our sites and app services maintain a minimum SLA of 98.9% uptime/yr. Should a site or service fall below that threshold appropriate actions will be taken to immediately alleviate and improve the situation at LINKS expense. Systems are monitored at all times for uptime and we are automatically notified of any trouble. As part of our SLA, in the event of a downtime longer than 4 hours, LINKS will pro-rate the customers hosting/support billing accordingly as well as determine appropriate resolutions to ensure a more robust hosting environment.
- Customer contacts will be notified of any scheduled downtime in as much advance as possible. Customers will also be notified immediately for any unscheduled downtime. In the extremely rare event of a security breach, customers will be notified immediately, and steps will be taken to resolve and secure the system.

Cost Summary & Terms

Total Ongoing Costs:

- **Data Hosting, Support and Maintenance**\$225/month _____

**These quoted fees represent an initial estimation based on limited discovery ascertained from the discussions with client representatives. LINKS reserves the right to adjustment or withdrawal of this proposal in whole or in part based on future discovery to be agreed upon before project start.*

Signatures

Please indicate your acceptance of this Proposal Agreement with the signature of an authorized official below:

Client Information:

Key Contact: _____ Billing Contact: _____
Email: _____ Email: _____
Phone: _____ Phone: _____
Address: _____

Signatures and Authorization:

The undersigned agrees to the scope and terms of this agreement on behalf of his or her organization or business:

On behalf of the Client: _____ Date _____
CHAMPAIGN PARK DISTRICT

Print Name: _____

On behalf of Agency: _____ Date _____
LINKS TECHNOLOGY SOLUTIONS

Print Name: _____

Terms of Agreement

This agreement is by and between LINKS TECHNOLOGY SOLUTIONS, INC., hereafter "LINKS" or "company" and the CHAMPAIGN PARK DISTRICT, hereafter "CPD" or "client".

Project Understanding

"CPD" is contracting "LINKS" as a provider of Support and Hosting Services for a previously agreed to mobile app development project. Services not considered 'standard' or 'in scope' are subject to be charged at a regular hourly rate of \$150/hr, and will not be considered part of this contract.

"LINKS" shall provide "CPD" with Support and Hosting Services for the proposed Scope of Services within this contract. The project shall be inclusive of the scope as outlined within this document and confirmed by the client's representative's signature on the Cost Summary and Signatures page above.

Compensation

"CPD" agrees to compensate "LINKS" as follows: Billing Invoices must be received by the Champaign Park District Accounting Department no later than the first Wednesday of the month in order to be paid by the second Thursday of the same month. The Champaign Park District does not pay sales tax, excise tax, service charges, finance charges, late fees or interest. "LINKS" reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs.

Schedule of Payment:

"CPD" agrees to the make payment for services provided or to be provided per terms invoiced by "LINKS"

Support Terms

"LINKS" will provide complimentary support for the first 30 days following the launch of the live app. After that time, support will be provided according to the Scope of Services section of this document. Support of the Account shall be provided via email, web portal, phone, or in person as determined by "LINKS". "LINKS" will respond to all support requests from "CPD" within 24 hours on weekdays and 48 hours on weekends, via email or phone, with a confirmation that the request was received, and an estimated completion date for each action item in the request. Support requests received after 3:00pm CDT may not be completed until the next business day.

During the duration of this contract, "CPD" agrees that the "LINKS" will be the sole provider of app maintenance for "CPD" and no other party will have access to or rights to use the software or server. If a party other than the "LINKS" accesses the software, any errors that are created that must be repaired will be charged at the hourly rate specified above. Ongoing hosting, support and maintenance rates may be reassessed and adjusted after 90 days.

Ownership/Copyrights

The ownership of the content of any published work related to this project is retained by "CPD". Ownership of the underlying code, source art files, and database content is retained by "LINKS" unless otherwise determined by the Scope of Services section of this document.

"CPD" grants "LINKS" a royalty-free and permanent license to use of the client's entity name and representations of any or all creative work developed within this project in the "LINKS" portfolio or case studies that may be published in all types of media as a sample of past works, in trade publications, educational material, to promote the company, and for entry into trade competitions.

Additional Services

This Agreement does not extend to the provision or support of email services, ongoing search engine optimization, or any items not specifically identified by the Scope of Services section of this document.

Additional Terms

Any revisions, additions or redesign "CPD" requests "LINKS" to perform that is not specified in this document shall be considered "additional" and will require separate agreement and payment. "LINKS" shall advise "CPD" on any requested work that is "additional".

Termination:

This agreement is for a term inclusive of 3-years of from the date of deployment of the projects into either Google or Apple App stores unless extended for a set period by separate amendment agreed to by both parties. After the initial 1-year period, either party may cancel this agreement at any time, for any reason, by providing 30 days' notice either electronically or in writing sent to the address of record, provided that payment is up to date.

This app, including its content management system (Central Parks), is a monthly agreement subject to cancellation. Upon termination of this agreement, by either party, hosting of all assets will be suspended and disabled within 30 days and "LINKS" may remove apps from deployed app store locations.

Legal:

"CPD" and "LINKS" are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither "CPD" nor "LINKS" has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other. This Agreement shall be governed by and construed in accordance with the laws of Illinois applicable therein.

Ownership/Copyrights

Insurance:

"LINKS" shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by "LINKS" shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of "LINKS" insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no

further rights afforded "LINKS". At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from "LINKS". In such event, "LINKS" shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that "LINKS" 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.

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

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

- a) Workers' Compensation:
 - a. State Statutory
 - b. Applicable Federal Statutory
 - c. Must show policy number on certificate of insurance if workman's compensation is provided
- b) Comprehensive General Liability:
 - a. General Liability: 1,000,000 each occurrence (including completed operation and products liability)
 - b. Property Damage: \$1,000,000 each occurrence
 - c. General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
 - d. Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable
- c) Contractual Liability (Hold Harmless Coverage):
 - a. bodily Injury: \$1,000,000
 - b. Property Damage: \$1,000,000 each occurrence
 - c. Annual Aggregate: \$2,000,000 each occurrence
- d) Umbrella Liability:
 - a. \$5,000,000 each occurrence

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

Prior to beginning work, "LINKS" shall furnish the Park District with certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Park District prior to cancellation or material change of any insurance referred to therein. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of "LINKS" obligation to maintain such insurance.

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

"LINKS" shall furnish Park District with a certificate evidencing such coverage. "LINKS" will be solely responsible for ensuring that its agents (including its consultants, contractors and subcontractors) who are given access to the data

center or to services provided by the "LINKS" to Park District, maintain separate insurance at levels no less than those required herein above.

As an IT Vendor, "LINKS" shall maintain the following insurance coverage:

- Comprehensive general liability insurance in an amount not less than five million and no/100 dollars (\$5,000,000.00) per occurrence for bodily injury and property damage.
- Employer's liability insurance in an amount not less than one million and no/100 dollars (\$1,000,000.00) per occurrence.
- Workers' compensation insurance in an amount not less than the statutory requirements.

"LINKS" shall furnish Customer with a certificate evidencing such coverage. "LINKS" will be solely responsible for ensuring that its agents (including its consultants, contractors and subcontractors) who are given access to the data center or to services provided by the "LINKS" to Customer, maintain separate insurance at levels no less than those required herein above.

Cyber Risk Insurance: Subject to the limit of at least \$1,000,000 per claim, minimum of at least \$2,000,000 in the aggregate, to be maintained for the term of the MSA and three years following its termination, to respond to privacy and network security liability claims including, but not limited to the following, and arising directly or indirectly from "LINKS"'s failure to carry out its obligations under the MSA, or the negligent or intentional wrongful act, error or omission of "LINKS", its employees or agents, or third parties not associated with Customer to whom "LINKS" has given access to the data center premises or systems:

- A. Liability arising from theft, dissemination, and/or use of Customer confidential information, including, but not limited to, bank, credit card account, and personally identifiable information such as name, address, social security numbers, etc., regardless of how the information is stored or transmitted.
- B. Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Customer data, including denial of service, unless caused by a mechanical or electrical failure or acts of God.
- C. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, Customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
- D. Crisis-management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a data breach.

The above policies shall provide a waiver of subrogation. Customer its elected and appointed officials, officers, employees, agents and volunteers shall be included as additional insured with respect to liability arising out of the goods, services and activities performed by or on behalf of IT Vendor.

Professional Liability for IT Technology, including Cyber Risk (Claims-Made): \$1,000,000 each claim/loss \$2,000,000 aggregate for contracts under \$500,000. (For contracts over \$500,000, \$5,000,000 each claim/loss \$5,000,000 aggregate the policy shall cover professional misconduct or lack of ordinary skill for persons providing the services to be provided by or on behalf of "LINKS" under the MSA.

"LINKS" warrants that any retroactive date under the policy shall precede the effective date of the MSA; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning on the last day of the MSA term. The insurance should provide coverage for the same risks identified above for cyber risk insurance.

“LINKS” does not provide insurance to cover losses by the Customer at the “LINKS” facility, other than as provided above.

“LINKS” provides insurance for its own losses. This includes insurance to cover day-to-day risks and long-term business continuity.



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: December 11, 2019

SUBJECT: Additional funding for Virginia Theatre sound system design, bid administration, and construction administration

Introduction

Staff is requesting \$30,500.00 in funding from the park district for professional services from BLDD Architects, Champaign, in support of an upgrade to the live sound system at the Virginia Theatre. This request includes an increase of \$14,000.00 over the park district's original \$55,000.00 contract with BLDD—for a revised project total of \$69,000.00—to pay for additional design work and to allow for general cost increases, as indicated in the attached Amendment to the Professional Services Agreement.

Background

On August 19, 2019, the park district received a final executed copy of a grant from the State of Illinois Department of Natural Resources (IDNR) for \$750,000.00 to purchase and install a new sound system at the Virginia Theatre. The deadline for project completion is July 31, 2021.

Beginning in 2014, when the IDNR grant was first offered to the park district, the district engaged BLDD Architects to provide professional design services for the Virginia sound project, ultimately paying a total of \$38,500.00 for design development and construction documents. The IDNR grant was suspended by the State of Illinois in March, 2015, before BLDD's original \$55,000.00 contract for services could be completed.

During the period of the grant's suspension, from 2017 to 2018, the park district further engaged BLDD to provide some additional design services on the Virginia sound project, to phase that project's work into several smaller sub-projects, spending a total of \$18,058.85 for design and construction document development. A further \$1,200.00 was spent on this phasing approach in direct consultation with Threshold Acoustic, LLC.

With the renewal in 2019 of full funding from the IDNR grant, a multi-phased approach is no longer relevant to the Virginia sound upgrade, and the park district is instead proceeding with plans to complete the project in a single phase. To move the project forward, staff is now requesting \$30,500.00 to complete the work of BLDD's original professional services contract, work that would include:

- Review the previous audio scope with the Owner
- Identify final audio system program needs
- Complete a final version of the audio systems narrative with budget estimates

- Revise previous bid drawings and specifications as needed in order to put the project out to bid
- GHR to provide new “complete” drawings
- Assist the Owner in bidding the project
- Assist the Owner in reviewing bids and awarding the project
- Construction administration
- Project closeout including testing and commissioning by Threshold

Prior Board Action

On December 10, 2014, the park board voted to authorize the executive director to enter into an agreement with BLDD Architects in the amount of \$55,000.00 to provide services for the Virginia Theatre sound project that included design development, construction documents, and bidding and construction administration support. The park district spent \$38,500.00 on that original contract until the grant was suspended at the State of Illinois.

Budget Impact

Although the sum previously spent by the park district for BLDD’s professional services on the Virginia sound project—a total of \$56,558.85, plus \$1,200.00 for direct consultation with Threshold Acoustic, LLC—cannot be reimbursed by IDNR per the terms of the executed grant agreement, any such professional services engaged between September 2019 and July 2021 will be fully reimbursable by the grant. Therefore, the \$30,500.00 being requested here would be included in future reimbursements by IDNR to the park district.

Recommendations

Staff recommends the park board authorize the executive director to execute the attached Amendment to the Professional Services Agreement with BLDD Architects and proceed with design, bid, and construction work for the Virginia Theatre sound system project.

Prepared by:
Steven Bentz
Director, Virginia Theatre

Reviewed by:
Joe DeLuce, CPRP
Executive Director

Amendment to the Professional Services Agreement

TO OWNER: Champaign Park District **AMENDMENT NUMBER:** 001
Joe DeLuce, Director

IN ACCORDANCE WITH THE AGREEMENT DATED: 10/29/2014

BETWEEN THE OWNER: Champaign Park District
706 Kenwood Road
Champaign, IL 61821

AND THE ARCHITECT: BLDD Architects, Inc.

FOR THE PROJECT: Virginia Theatre Sound System
203 W. Park Ave.
Champaign, IL

BLDD PROJECT NUMBER: 143CX05.400

Authorization is given to proceed with Additional Services or a Change in Services as follows:

The design work for the sound system was completed in 2015 but the project was put on hold before the project bid.

Remaining Scope of Services:

- Review the previous audio scope with the Owner
- Identify final audio system program needs
- Complete a final version of the audio systems narrative with budget estimates
- Revise previous bid drawings and specifications as needed in order to put the project out to bid
- GHR to provide new "complete" drawings
- Assist the Owner in bidding the project
- Assist the Owner in reviewing bids and awarding the project
- Construction administration
- Project closeout including testing and commissioning by Threshold

Upon receipt of a signed amendment, BLDD Architects, Inc. will complete the remaining services.

Schedule:

BLDD Architects, Inc. will update the construction documents in the fall of 2019, bid the project in early 2020, and provide construction management services during the summer and fall of 2020. The project is expected to be completed in October of 2020.

(insert provisions in accordance with the Agreement, or as otherwise agreed by the parties)

The total fee will increase by \$14,000. See breakdown below:

		Original Contract	Additional Fee	New Total Fee
Schematic Design		\$8,250.00	\$0.00	\$8,250.00
Design Development		\$11,000.00	\$0.00	\$11,000.00
Construction Documents		\$19,250.00	\$10,500.00	\$29,750.00
Bidding		\$2,750.00	\$1,250.00	\$4,000.00
Construction Administration		\$13,750.00	\$2,250.00	\$16,000.00
Total	100%	\$55,000.00	\$14,000.00	\$69,000.00

The shaded amounts above represent remaining fees in the contract and additional fees to be added. These total \$30,500 and are the remaining fees due after acceptance of this modification.

COMPENSATION: Increase total fee for Basic Services from \$55,000 to \$69,000
TIME: Extend the contract time to December 31, 2020

ARCHITECT

OWNER

Submitted by: _____

Agreed to: _____

(Signature) Mark A. Ritz, AIA, LEED AP®
Principal

(Signature)

(Printed Name and Title)

(Printed Name and Title)

10/28/2019

(Date)

(Date)



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: December 11, 2019

SUBJECT: Bicentennial Center Renovation Design Contract

Background

The former Spalding Recreation Center was home to Champaign-Urbana Special Recreation (CUSR) programs and services. The Park Board permitted the Unit 4 School District to demolish the Spalding Recreation Center to develop facilities for Central High School baseball. As a result, the District is planning to renovate the Bicentennial Center to provide replacement space for CUSR. In recent years, the Bicentennial Center has been leased for a batting cage operation (The Cage). The Park Board entered into an initial license agreement six years ago with Shawn Tabelaing (Conway Farms, LLC) to provide space at the Bicentennial Center for The Cage. The current license agreement for The Cage expires on April 30, 2020.

In order for the Bicentennial Center to fit the program needs of CUSR and to conform to ADA requirements, renovations of the Bicentennial Center will be necessary. As a result, the services of an architect will be needed for design documents.

Budget Impact

The total project cost for Bicentennial Renovation is estimated at \$800,000 per the report by Broeren Russo. The \$48,386 design contract with Architectural Expressions is attached. Bidding and construction administration is not included in the contract with Architectural Expressions.

Timeline

Winter/Spring 2020 construction documents, Late Spring 2020 bidding and bid award, Summer/Fall 2020 construction, November 2020 move in.

Recommended Action

Staff recommends authorizing the Executive Director to enter into the contract with Architectural Expressions for the renovation of the Bicentennial Center in the amount of \$48,386.00. Park District Attorney has reviewed the contract.

Prepared by:

Reviewed by:

Joe DeLuce
Executive Director

Cindy Harvey
Assistant to the Executive Director

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



AIA® Document B132™ – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Fourth day of November in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

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

Champaign Park District
706 Kenwood Road
Champaign, IL 61821
Telephone Number: 217-819-3821
Fax Number: 217-355-8421

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

Architectural Expressions, LLP, Limit Liability Partnership
100 N. Chestnut STE 300
Champaign, IL 61820
Telephone Number: 217-378-5300
Fax Number: 217-378-8512

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

Bicentennial Center Remodeling

The Construction Manager:
(Name, legal status, address and other information)

The Owner and Architect agree as follows.
Pages 1-22 with Exhibits.

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$806,442.00

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

.2 Commencement of construction:

Init.

.3 Substantial Completion date or milestone dates:

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:
(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Joe DeLuce, CPRP
706 Kenwood Road
Champaign, IL 61821

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

.1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

.2 Cost Consultant (if in addition to the Construction Manager):

Init.

(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

.3 Land Surveyor:

.4 Geotechnical Engineer:

.5 Civil Engineer:

.6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Brian Kesler, AIA

Email Address: bkesler@aexllp.com

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Init.

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.12.2 Consultants retained under Additional Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

Work is limited to the CU Special Recreation budget presented in the Bicentennial Center - Phase 1 Pre-Construction Report prepared by Broeren Russo Builders, dated 9/26/19 and revised on 10/9/19

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.6 ~~The Architect shall maintain the following insurance insurance listed on the attached Certificate of Liability Insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~

~~§ 2.6.1 Comprehensive General Liability with policy limits of not less than (\$) for each occurrence and in the aggregate for bodily injury and property damage.~~

~~§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than (\$) combined single limit and aggregate for bodily injury and property damage.~~

~~§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.~~

~~§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than (\$).~~

~~§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than (\$) per claim and in the aggregate.~~

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical

construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

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

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

§ 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or

responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1** Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2** Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

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

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

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an

approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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

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

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

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

§ 3.6.6 Project Completion

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and

completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site evaluation and planning (B203™–2007)	Not Provided	
§ 4.1.6 Building information modeling (E202™–2008)	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural interior design (B252™–2007)	Not Provided	
§ 4.1.10 Value analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation (B207™–2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed record drawings	Not Provided	
§ 4.1.15 As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility support services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security evaluation and planning (B206™–2007)	Not Provided	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® certification (B214™–2012)	Not Provided	
§ 4.1.25 Historic preservation (B205™–2007)	Not Provided	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)	Not Provided	

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

Init.
/

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

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

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service,

revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

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

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

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

Architect's compensation through the construction document phase shall be a fixed fee in the amount of \$48,386.00.

Services provided during the Bidding Phase shall be by hourly rate. An allowance for this work is initially set at \$2,500.00.

Services provided during the Construction Phase shall be by hourly rate. An allowance for this work is initially set at \$9,600.00.

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

Compensation for the Architect's work covered under Additional Services described in Section 4.1 shall be by hourly rate.

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

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

Compensation for the Architect's work covered under Section 4.3 shall be by hourly rate.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5.00 %), or as otherwise stated below:

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

Schematic Design Phase	<u>Fifty</u>	percent (<u>50.00</u>	%)
Design Development Phase		percent (%)
Construction Documents Phase	<u>Fifty</u>	percent (<u>50.00</u>	%)

Init.

Bidding or Negotiation Phase	percent (%)
Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100 %)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

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

No licensing fee is required for the Owner's continued use of the Architect's Instruments of Service solely for the purpose of completing, using and maintaining the Project.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

6 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

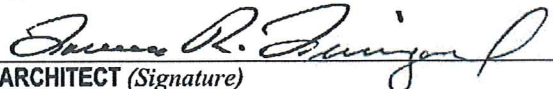
- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A - Hourly Rate Schedule

Exhibit B - Certificate of Liability Insurance

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

OWNER (Signature)
Joe DeLuce, CPRPExecutive Director
(Printed name and title)


ARCHITECT (Signature)
Lawrence R. Livergood, FAIAPrincipal
(Printed name and title)

ARCHITECTURAL EXPRESSIONS, LLP
HOURLY RATE SCHEDULE
October 2019

POSITION/STAFF	HOURLY RATE
ARCHITECTURAL STAFF	
Principal	
Lawrence Livergood	\$165
John Ligon	\$165
James Fouse	\$165
Senior Architect	
Neil Strack	\$150
Brian Kesler	\$130
Kenneth Knox	\$130
Architect	
James Anderson	\$103
Mathew Pica	\$82
Andrew Graumlich	\$80
Interior Designer	
Angela Johnston	\$98
Architectural Intern	
Jennifer Keigher	\$54
Michelle Lorenz	\$54
Mathew Kluge	\$51
Project Assistant	
Marissa Luck	\$88
Dawn Lamb	\$69
Sharron Thornton	\$49
ENGINEERING STAFF	
Principal	
Kenneth Klein	\$165
Senior Electrical Engineer	
Steve Ragan	\$150
Electrical Engineer	
Elliot Struve	\$85
Mechanical Engineer	
Patrick Corrigan	\$113
Engineering Technician	
Kevin Bowers	\$72
Craig Rawlings	\$51

**AMENDMENT TO AIA DOCUMENT B132-2009
Standard Form of Agreement Between Owner and Architect,
Construction Manager as Adviser Edition**

THIS AMENDMENT to AIA Document B132-2009 Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition (hereinafter referred to as, "Agreement") is made and effective as of the ___ day of _____ 2019, between the Champaign Park District, 706 Kenwood Road, Champaign, IL 61821 (hereinafter referred to alternatively as, Owner or District) and the Architect: Architectural Expressions, LLP, 100 N. Chestnut, Suite 300, Champaign, IL 61820 (hereinafter referred to alternatively as, Architect or Architectural Expressions).

WHEREAS, the Architect has drafted and proposed contemporaneously herewith AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Advisor Edition (hereinafter referred to as, Agreement) for a project generally described as Bicentennial Center Remodeling services proposal to be undertaken at Centennial Park in Champaign, Illinois; and

WHEREAS, certain terms, conditions, and provisions stated in the Agreement and Exhibit A attached thereto and incorporated by reference therein are to be amended, deleted, or clarified as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, Exhibit A and herein, the receipt and sufficiency of which are hereby acknowledged, the Owner and Architect hereby agree that the Agreement is hereby amended, changed, and clarified, anything in the Agreement to the contrary notwithstanding, as follows:

1. Section 7.1 shall be amended and restated as follows:

The Owner is the copyright owner of such information and its agents have permission to transmit applicable information for use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

2. Section 7.2 shall be amended and restated as follows:

The Owner shall be deemed the author and owner of the Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner.

3. Section 7.3 shall be amended and restated as follows:

Upon execution of this Agreement, the Owner grants to the Architect a nonexclusive license to use the Owner's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Architect substantially performs its obligations under this Agreement. The Owner shall obtain similar licenses from its consultants consistent with this Agreement. The license granted under this section permits the Architect to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Architect's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Owner rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

4. Section 7.3.1 shall be amended and restated as follows:

The Architect, to the extent permitted by law, further agrees to indemnify and hold harmless the Owner and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Architect's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Architect rightfully terminates this Agreement for cause under Section 9.4.

5. Section 7.4 shall be amended and restated as follows:

Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Architect shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Owner. Any unauthorized use of the Instruments of Service by the Architect shall be at the Architect's sole risk and without liability to the Owner and the Owner's consultants.

6. Section 8.1.1 shall be amended and restated as follows:

The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law pursuant to the statute of limitations then in effect in the State of Illinois.

7. Section 8.1.3 shall be amended and restated as follows:

The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

8. Section 8.1.4 shall be stricken in its entirety.

9. Section 9.2 shall be amended and restated as follows:

If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

10. Section 9.6 shall be amended and restated as follows:

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

11. Section 9.7 shall be stricken in its entirety.

12. Section 9.8 shall be amended and restated as follows:

The Architect's rights to use the Owner's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11. 9.

13. Section 10.1 shall be amended and restated as follows:

This Agreement shall be governed by the laws of the place where the Project is located.

14. Section 10.6 shall be amended and restated as follows:

Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site; provided that, Architect shall promptly inform the Owner if any such material or substances are discovered.

15. Section 10.7 the last sentence shall be amended and restated as follows:

The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project.

16. Section 11.4 shall be amended and restated as follows:

Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect.

17. Section 11.8.1.1 shall be amended and restated as follows:

Transportation and authorized out-of-town travel and subsistence as specifically authorized in writing by Owner.

18. Section 11.8.1.8 shall be stricken.

19. Section 11.8.1.9 shall be stricken.

20. Section 11.8.1.10 shall be stricken.

21. Section 11.8.1.11 shall be stricken.

22. Section 13.2 shall be amended and restated as follows:

Exhibit B – Certificate of Liability Insurance and policy endorsements.

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

Owner: Champaign Park District, a municipal Corporation,

Architect: Architectural Expressions, LLP

By: _____
Joseph DeLuce
Executive Director

By: _____
Lawrence R. Livergood, Principal

ATTEST:



**REIFSTECK
REID**

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.

DODDS PARK 3-PLEX RESTROOM FACILITY STUDY

December 4, 2019

Site: 1501 N. Mattis Ave., Champaign

Champaign Park District

706 Kenwood Road
Champaign, Illinois 61821

RRCo Project Number: 201949

Reifsteck Reid & Company Architects

909 Arrow Road
Champaign, Illinois 61821



**REIFSTECK
REID**

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.

Project Background	4
Options	5
Program Requirements and Criteria	7
Building Code Analysis	7
Appendix	9
Drawings:	
Floor Plan – Options 1 & 2 (Renovation & All New)	
Floor Plan – Option 3 (Prefabricated, modified)	
Floor Plan – Option 4 (Prefabricated, unmodified)	



REIFSTECK REID

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.





**REIFSTECK
REID**

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.

PROJECT BACKGROUND

The Champaign Park District (CPD) commissioned Reifsteck Reid & Company Architects (RRCo) to perform a study to investigate the options to update their restroom facility at the Dodds Park softball fields 3-plex. The facility is located just east of Parkland College in northwest Champaign, Illinois.

Dodds Park was purchased in 1969 via an open space acquisition grant and named in honor of former Park Board Commissioner D.C. "Pick" Dodds in 1972. The Dodds Park complex includes soccer fields, tennis courts, community gardens, a disc golf course, an Olympic and Paralympic tribute, sculptures, trails, the Champaign County Worker's Memorial, a 4-plex softball complex, and a 3-plex softball complex. The softball 3-plex restroom building is the focus of this report.

The 3-plex softball complex is located on the north end of Dodds Park, directly north of the 4-plex softball complex with Parkland Way running between them. The 3-plex restroom facility is located just south of the three softball fields.

The existing restroom facility is a 540sf split face block building with a low sloped shingle roof. The existing building has male and female restrooms, a storage/MEP room, and a concessions space. Freestanding block walls currently flank the restroom doors as privacy screens.

RRCo, the Professional Services Consultants (PSC), met with a representative from the Champaign Park District to develop a list of priorities for the facility. As part of this study a program was developed and is included later on. The CPD representative and RRCo collaborated to develop a few different options. These options included a renovation, an all new building, and a prefabricated building.

A preliminary code review has been performed.

After evaluating the needs and desires of the user, three separate options were generated for this report. An additional option is included that doesn't meet all of the program requirements, see option 4 description for further details. Opinions of Probable Cost (OPC) were developed for each option. Floor plans are included in the appendix of this report.



REIFSTECK REID

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.

OPTIONS

The Architect's scope of work for this study includes preliminary review of existing conditions, preliminary code review, preliminary design options based on space program meetings, and opinions of probable cost. RRCo visited the site to survey the existing facility.

RRCo met with a representative of the CPD. A program was developed based on new needs for the restroom facility. While the original program included a small office, this was changed to a concessions space during development. The program includes three accessible single-user restrooms (male, female, and all gender), a storage area, a small desk space, and a small concessions space for basic snacks and drinks.

Three main options have been developed to achieve the client's desires. These include a renovation of the existing facility, demolition of the existing building and replacing it with an all new facility, and demolition of the existing building and replacing it with a prefabricated building. These prefabricated units would be lifted into place by a crane, onto the prepared foundation, then utilities would be connected. While the layouts of each of these options achieves the client's program needs, the premanufactured option utilizes a pre-designed restroom model, altering it as little as possible to meet the program needs. All options are uninsulated.

The proposed renovation option (Option 1) assumes complete demolition of the interior partitions and fixtures. This layout places two single user restrooms in the southwest corner, the third single user restroom in the southeast corner, a concessions space in the northwest corner, and a storage and electrical/plumbing space in the northeast corner. The existing exterior and roof shall remain unchanged except for the split face privacy screens outside of the existing restroom doors. The west screen wall is tilted at a slight angle and should be removed for safety concerns. Since these screens aren't needed for single user restrooms that don't have the same privacy issues as multi-user restrooms, it's easiest to just remove them both.

The proposed 'all new building' option (Option 2) demolishes the existing building and its foundations and footings and re-builds an identical version to what results from the renovation option layout. While it's impractical to actually do this, it at least gives an idea of the cost for building an all new facility of similar size.

The prefabricated building option (Option 3) demolishes the existing building and its foundations and footings. It rebuilds foundations and footings based on a predesigned layout by a concrete building manufacturer. In this case, we used the Arapahoe model by CXT Precast Products. The base model's layout consists of four accessible single user restrooms with a narrow MEP space in between. Since this layout has generously sized restrooms, we altered the layout to take 30 inches out of each restroom and add it into the MEP space, allowing room for storage and a small desk. A separate electrical/plumbing closet may be required. The fourth single user restroom would have its fixtures removed and become the concessions space. This layout achieves all of the program needs.

It should be noted that the prefabricated option will have limitations relative to finishes and fixtures. These will be selected from the specific company's list of options.

Finally, a plan of the Arapahoe unmodified model has been included, we'll call this Option 4. This option would have the fixtures in one of the restrooms removed and this space could be either the storage area or concessions space. This option would not meet all of the program requirements. However, this option has been included to show its savings over the modified Arapahoe layout.

A plan for each option is included in the appendix. Each option assumes a decorative split faced block exterior look, asphalt shingle roofing, and painted interiors.



REIFSTECK REID

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.

Preliminary Opinions of Probable Construction Costs are as follows:

- Option 1 – Renovation	=	\$117,000
- Option 2 – All New Building	=	\$230,000
- Option 3 – Prefabricated (modified)	=	\$285,000
- Option 4 – Prefabricated (unmodified)	=	\$223,000

For the purpose of this report, electrical and plumbing costs have been based primarily on square footage costs. Since the building is naturally ventilated, no mechanical costs have been included. We have assumed that site-civil conditions are code compliant as currently configured. A topographic survey should be performed as the project moves forward. Costs do not include abatement investigation, sampling or removal, FF&E, A/V, tele/data, A/E fees, or construction contingencies. The OPC assumes a start of construction within the next twelve to eighteen months.



REIFSTECK REID

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.

PROGRAM REQUIREMENTS AND CRITERIA

RRCo met with the Champaign Park District's representative to develop the following program:

1. An accessible Women's Restroom
2. An accessible Men's Restroom
3. An accessible All Gender Restroom
4. Storage space
5. A small desk space
6. A concession space

BUILDING CODE ANALYSIS

Codes and Standards

Life Safety Code (NFPA 101) 2015 Edition
2015 International Building Code
Illinois Energy Conservation Code – ASHRAE 90.1, 2016 version
2015 International Energy Conservation Code
2015 International Mechanical Code
2015 International Fire Code
2015 International Plumbing Code, Chapter 11 only
Illinois Plumbing Code, 2014
2014 National Electrical Code
2018 Illinois Accessibility Code
2010 ADA Standards for Accessible Design

APPLICABLE REVIEW OF INTERNATIONAL BUILDING CODE (IBC)

The following analysis relates to Option 1 (Renovation), unless noted otherwise, all other options will be similar.

Occupancy Classification

Under the International Building Code (IBC), the building occupancy is Assembly (A-5) with S-2 (Storage) as an accessory occupancy. Accessory occupancies follow the code relative to their occupancy except for building height, number of stories, and building area, which follow the main occupancy classification.

General Building Limitations

The proposed single story layout includes 487sf of floor area. The building's overall height would remain unchanged at 12'-0".



REIFSTECK REID

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.

- Construction Type: Type IIIB - Exterior walls are 2 hr rated.
- Tabular Area Allowable: Use Group A-5: unlimited.
- Allowable Building Height: Use Group A-5: unlimited stories, 55 feet (non-sprinklered)

Fire Protection

The area of the concessions space is less than the threshold requirement for sprinkler systems, therefore no sprinkler system is required. The building will not have a fire alarm system. Portable fire extinguishers shall be provided in accordance with NFPA 10.

Fire-Resistance-Rated Construction

Required Fire Ratings on Construction Elements:

Primary Structural Frame	0 hour rated
Bearing Walls, Exterior	2 hour rated
Bearing Walls, Interior	0 hour rated
Floor/Ceiling Construction	0 hour rated
Roof Construction	0 hour rated
Other non-load bearing walls	0 hour rated
Smoke Barriers	None
Shaft Walls	None

Egress

Occupant loads per floor:

First Floor:	<u>5</u>
Total:	5

The required exiting width is satisfied in each room by 36" wide existing and new doors. Exit access travel distances of 200ft for Assembly (A-5) and 300ft for Storage (S-2) are well within requirements.

Accessibility

The building will meet all aspects of accessible design.

PLUMBING FIXTURES

The Illinois Plumbing Code does not apply to this facility type and the Equitable Restrooms Act doesn't apply since the area to be altered is less than 50% of the entire place of public accommodation.

A single user, All Gender, restroom has been included, with a baby changing station.



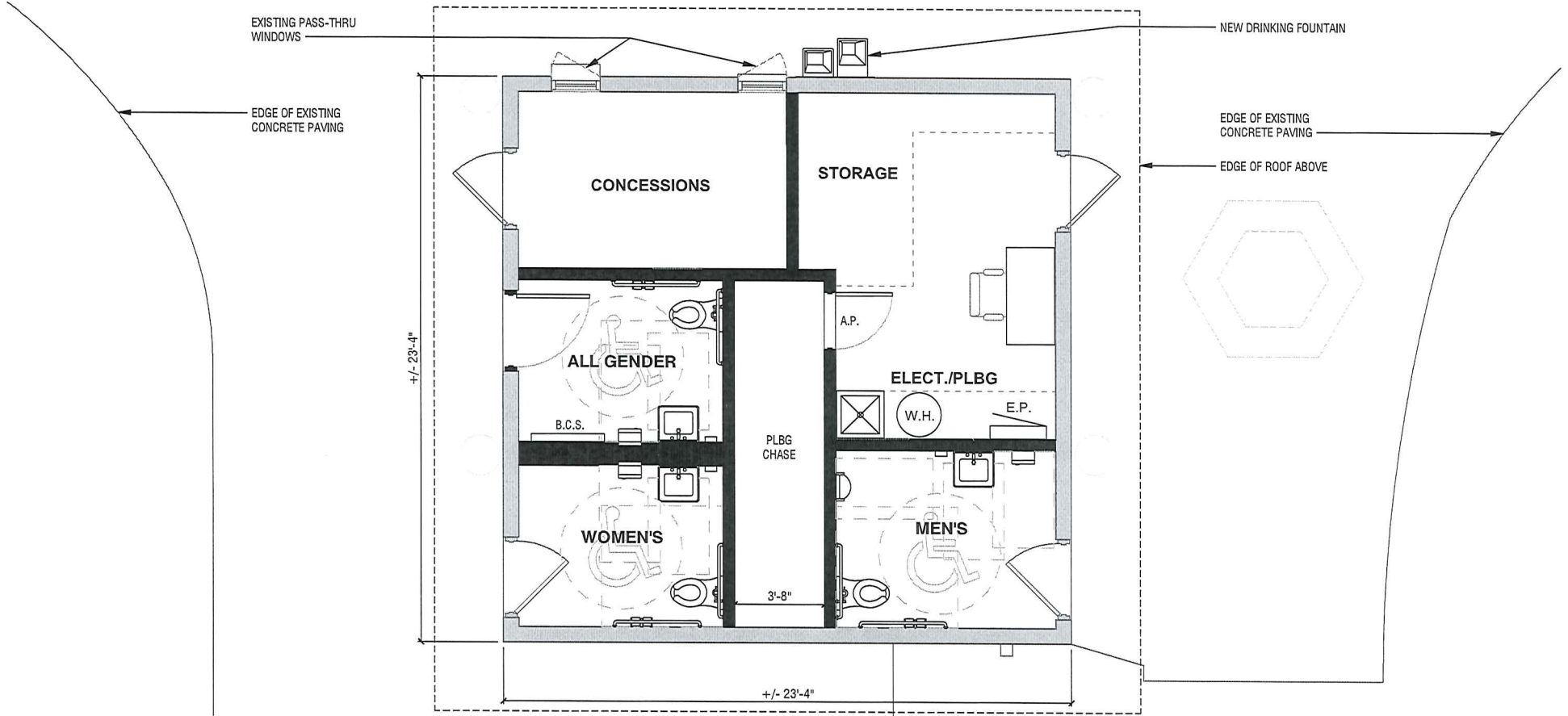
**REIFSTECK
REID**

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.

APPENDIX

**DODDS PARK 3-PLEX SOFTBALL
FIELD RESTROOM BUILDING STUDY**

DECEMBER 4, 2019
RRCo #201949

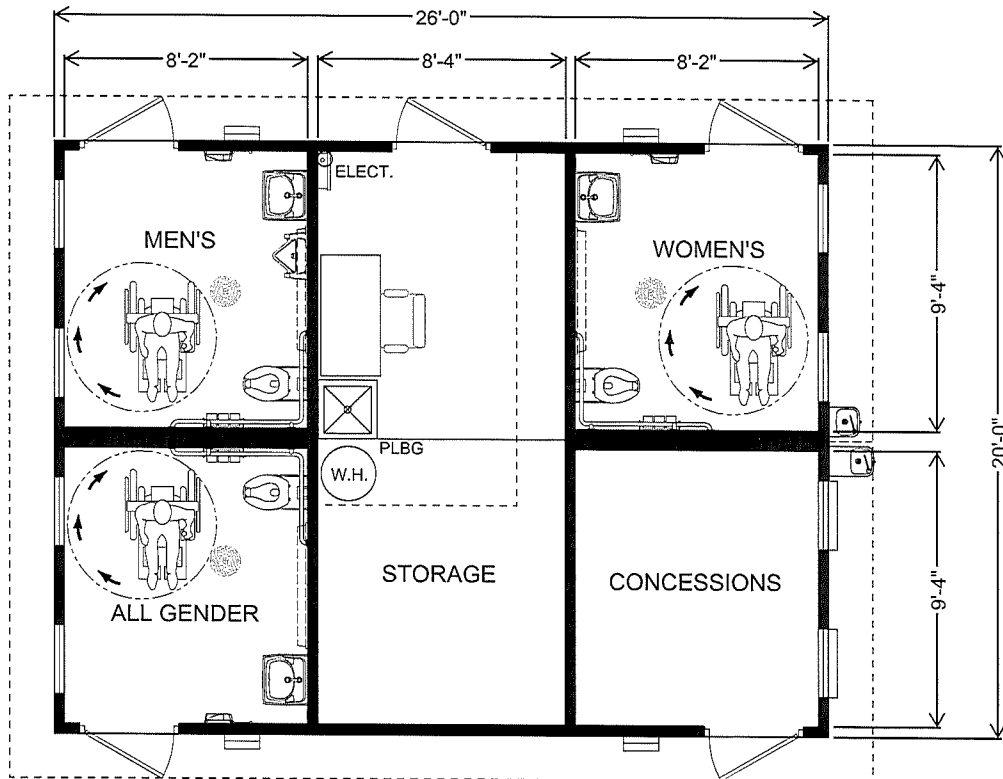


1
PR-1

FLOOR PLAN

FIRST FLOOR - OPTION 1 - RENOVATION (OPTION 2, SAME BUT ALL NEW)
1/4" = 1'-0"





3808 N. Sullivan Blvd, #7 Spokane, WA 99216



901 N. Highway 77 Hillabaro, TX 76845

ARAPAHOE (MODIFIED)
CXT STANDARD BUILDING

NOTICE

The information contained herein is proprietary and the exclusive property of CXT Incorporated. This information may only be used by the original recipient for the purpose intended. Reproduction or distribution of this information is strictly prohibited without the prior written consent of CXT Incorporated. By viewing use of this information, CXT Incorporated grants no warranty, express or implied, including a warranty of merchantability or of fitness for a particular purpose.

CXT Incorporated

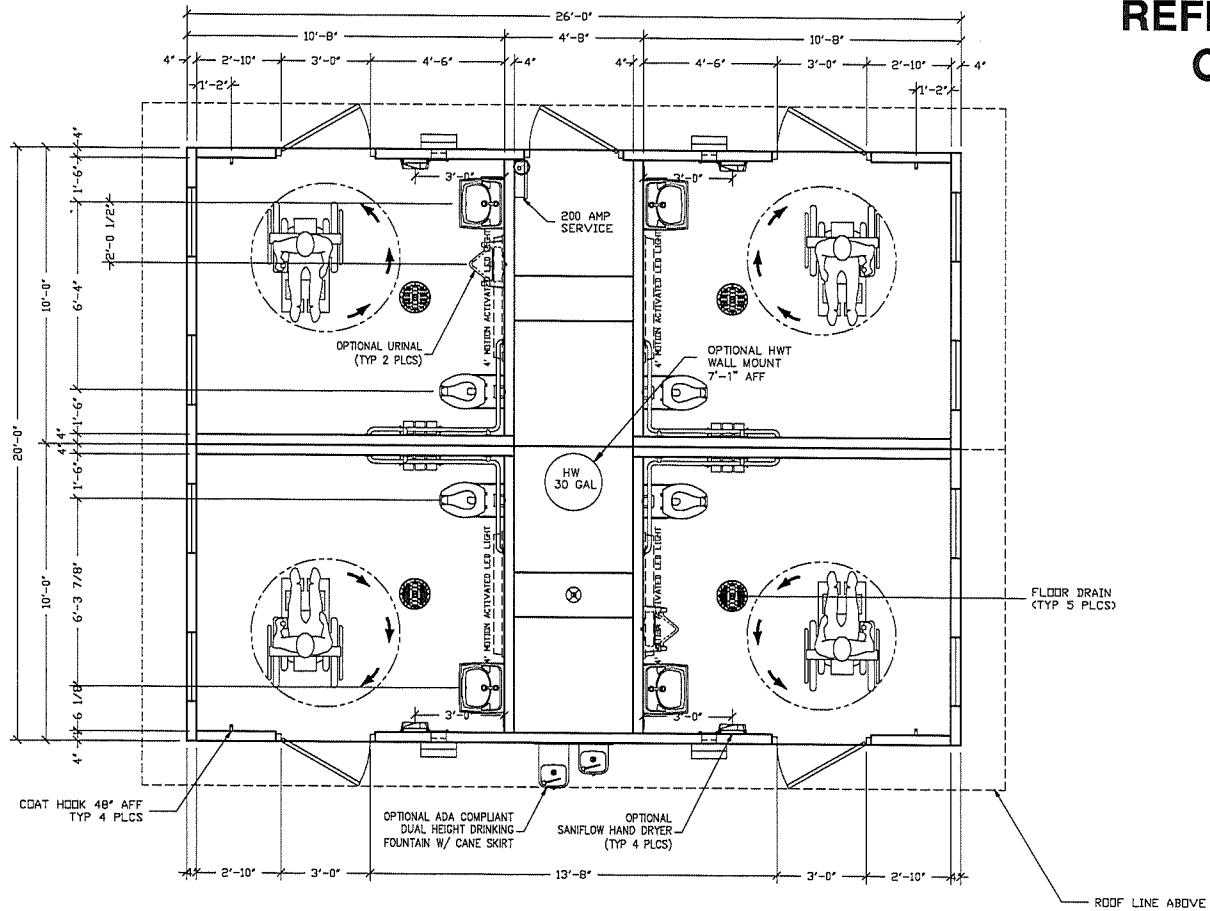
NO.	DESCRIPTION	ISSUED	BY

NO.	DESCRIPTION	ISSUED	BY
SCALE	1/2" = 1'-0"	DATE	06-20-16
DRAWN	PLG	PLG	46
CHECKED	PLG	PLG	46

**FLOOR PLAN
(OPTION 3)**

DWG. NO.	SHEET	REV.
A-03(M)	1	

**FOR
REFERENCE
ONLY**



3608 N. Sullivan Bldg. #7 Spokane, WA 99216



ARAPAHOE
CXT STANDARD BUILDING

NOTICE
The information contained herein is proprietary and the exclusive property of CXT Incorporated. This information may only be used by the original recipient for the purpose intended. Reproduction or distribution of this information is strictly prohibited without the prior written consent of CXT Incorporated. By viewing use of this information, CXT Incorporated grants no warranty, express or implied, including a warranty of merchantability or of fitness for a particular purpose.

CXT Incorporated			
DATE	DESCRIPTION	BY	CHK

**FLOOR PLAN
(OPTION 4)**

DWG NO.	SHEET	REV.
A-03		



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: December 11, 2019

SUBJECT: Prairie Farm Masterplan Update

Background

The site plan of Prairie Farm has not had a significant change since its initial opening in 1966. Major improvements have included the farmhouse in 1980 and the Betty Lou Jenkins memorial barn in 1997. However in recent years, Prairie Farm has faced challenges with the contractor who has provided animals, retaining part time staff, and incorporating evolving program needs. There have been proposed improvements in recent capital plans for Prairie Farm, which include a pavilion with restrooms and drainage infrastructure. In order to ensure that programming and farm operations will benefit best from capital improvements, a draft masterplan has been developed by staff. Approving a masterplan for Prairie Farm will help prioritize improvements and act as a decision-making tool.

Discussion

A draft of the Prairie Farm Masterplan is attached. The plan was authored and reviewed by staff. Staff are requesting Board feedback prior to bringing the Prairie Farm Masterplan back for approval.

Timeline

January 8, 2020—Staff to provide Prairie Farm Masterplan Plan final draft to Board of Commissioners for approval.

Prepared by:

Reviewed by:

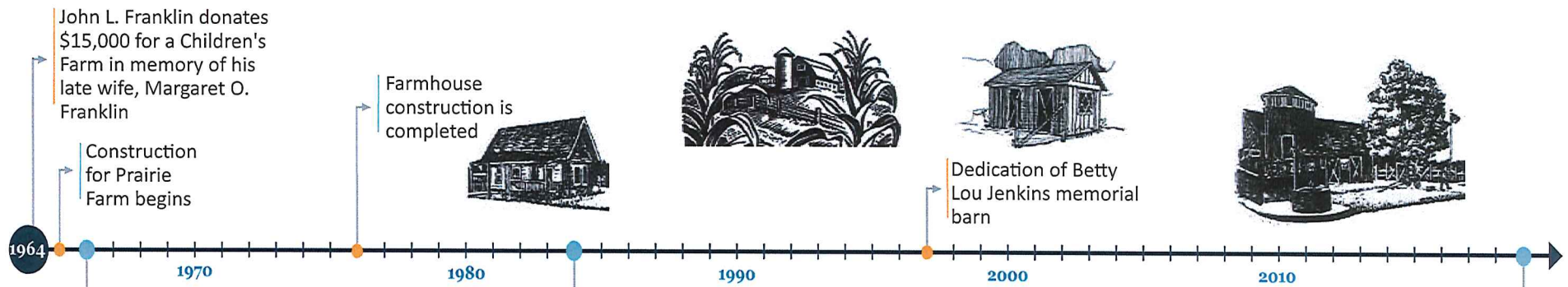
Bridgette Moen
Park Planner

Andrew Weiss
Director of Planning

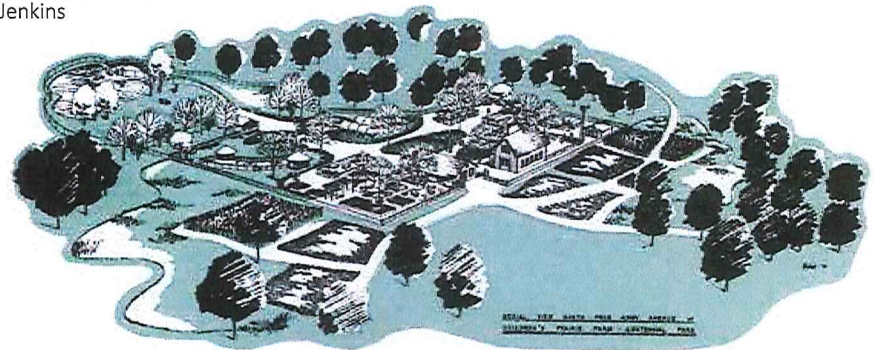


CHAMPAIGN
PARK DISTRICT

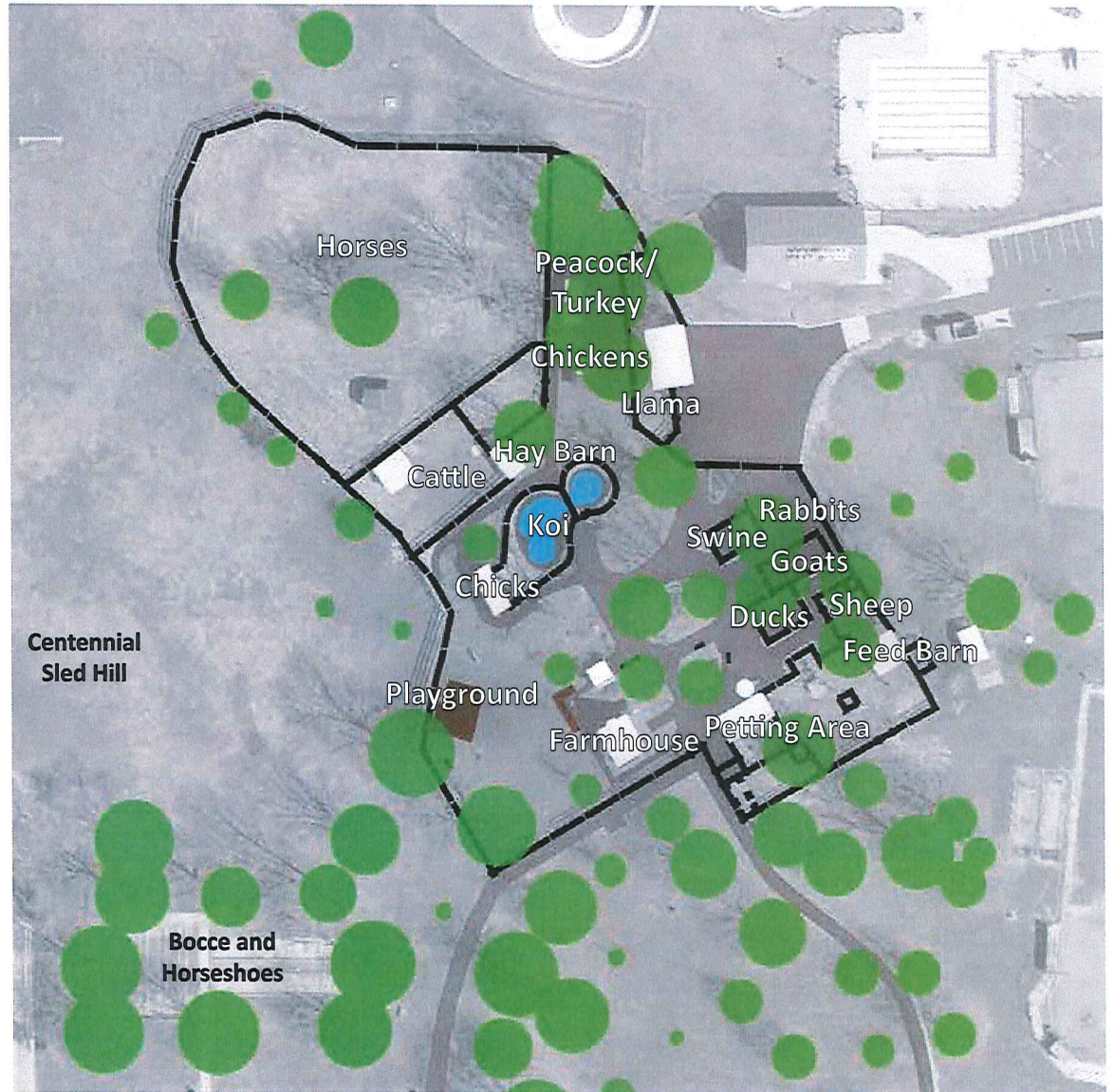
2019 Prairie Farm Master Plan



Betty Lou Jenkins



HISTORY



EXISTING INVENTORY



Engage

- Captivate the community through fun, interactive programs and events
- Provide inclusive recreational experiences for visitors of all ages and abilities

Educate

- Acquaint visitors with life on a farm through farm themed programming and contact with domesticated animals
- Offer opportunities for visitors to learn about Midwest agricultural practices and history

Entertain

- Attract community members through unique and innovative activities
- Sponsor memorable experiences that will long be associated with Prairie Farm and the Park District

Conserve

- Promote sustainable practices in agriculture through demonstration of low input farming methods
- Employ environmentally-friendly and financially-sound operational techniques

GOALS OF PLAN

Focus animal species

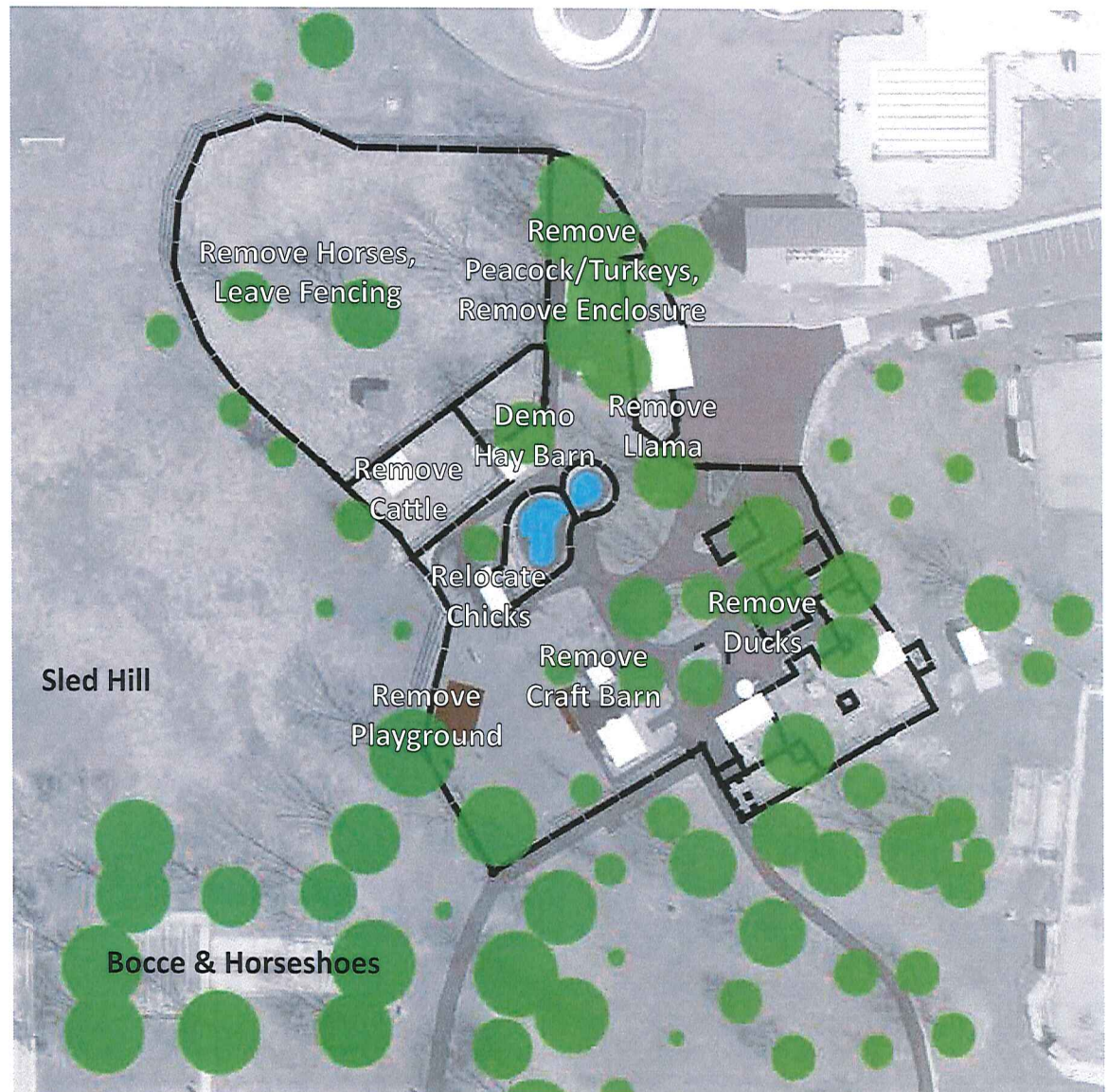
The District had previously leased animals for the season from a local farmer; however, this agreement has been terminated. Staff are planning to purchase animals at the beginning of the season and sell them at the end of the season. This strategy gives the staff more control over the quantity, type and health of the animals. However, purchasing the animals does limit the type of species that will be able to be acquired. As a result staff propose to focus on species that are popular with patrons and are well suited to interactive programming.



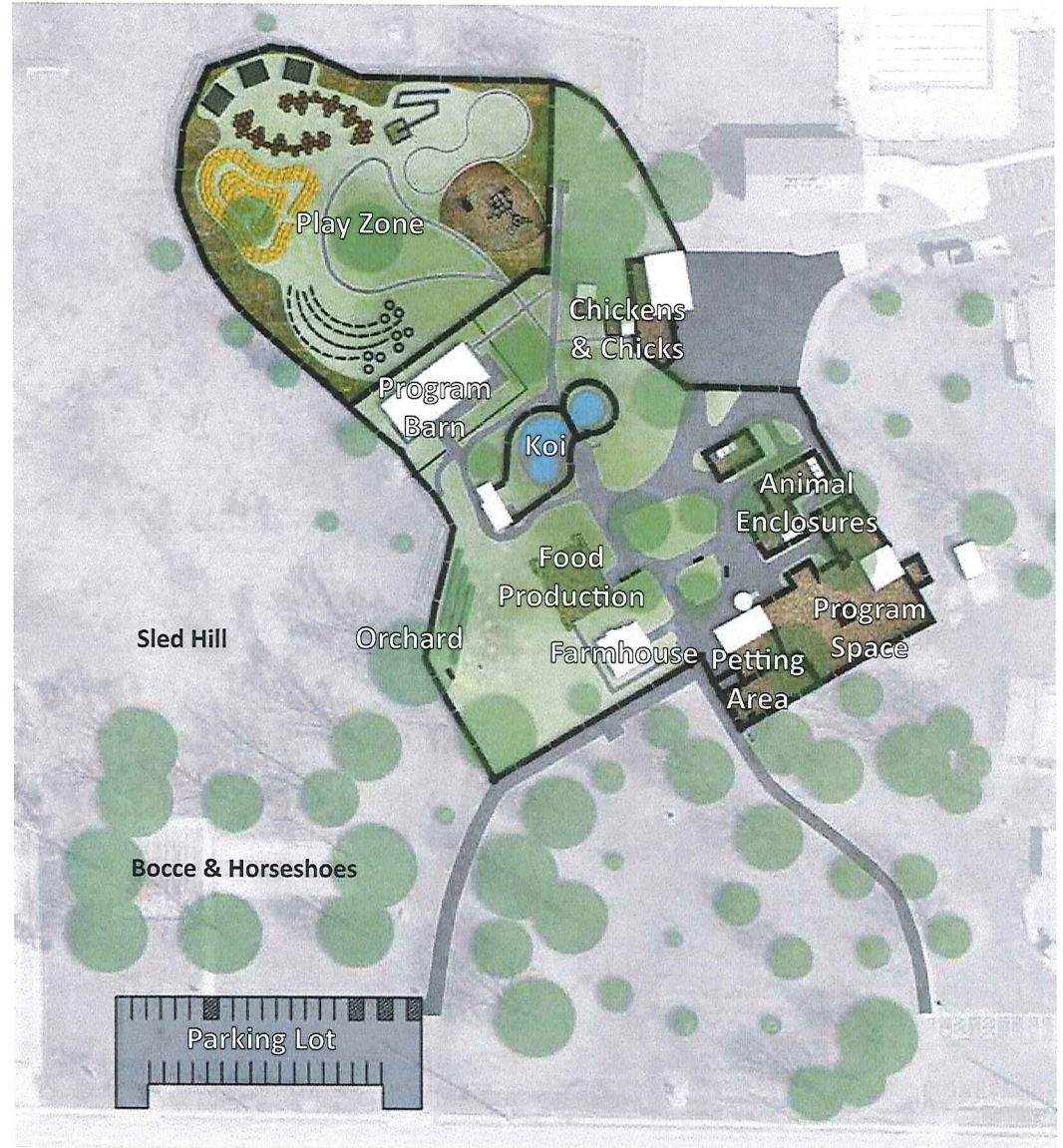
CHANGES IN ANIMAL SOURCES

Focus animal species

Staff are proposing to remove the equine species, cattle, peacock, turkey, llamas, and ducks. Several of these animals will be hard to source under the new acquisition model and a few of these animals have been problematic in previous seasons. Staff also propose removing the hay barn which will not be necessary with the reduction of animals. The craft barn which is currently used for storage is also proposed for removal. The storage will be regained in a proposed structure and the aging craft barn is due for a new roof.



PROPOSED CHANGES



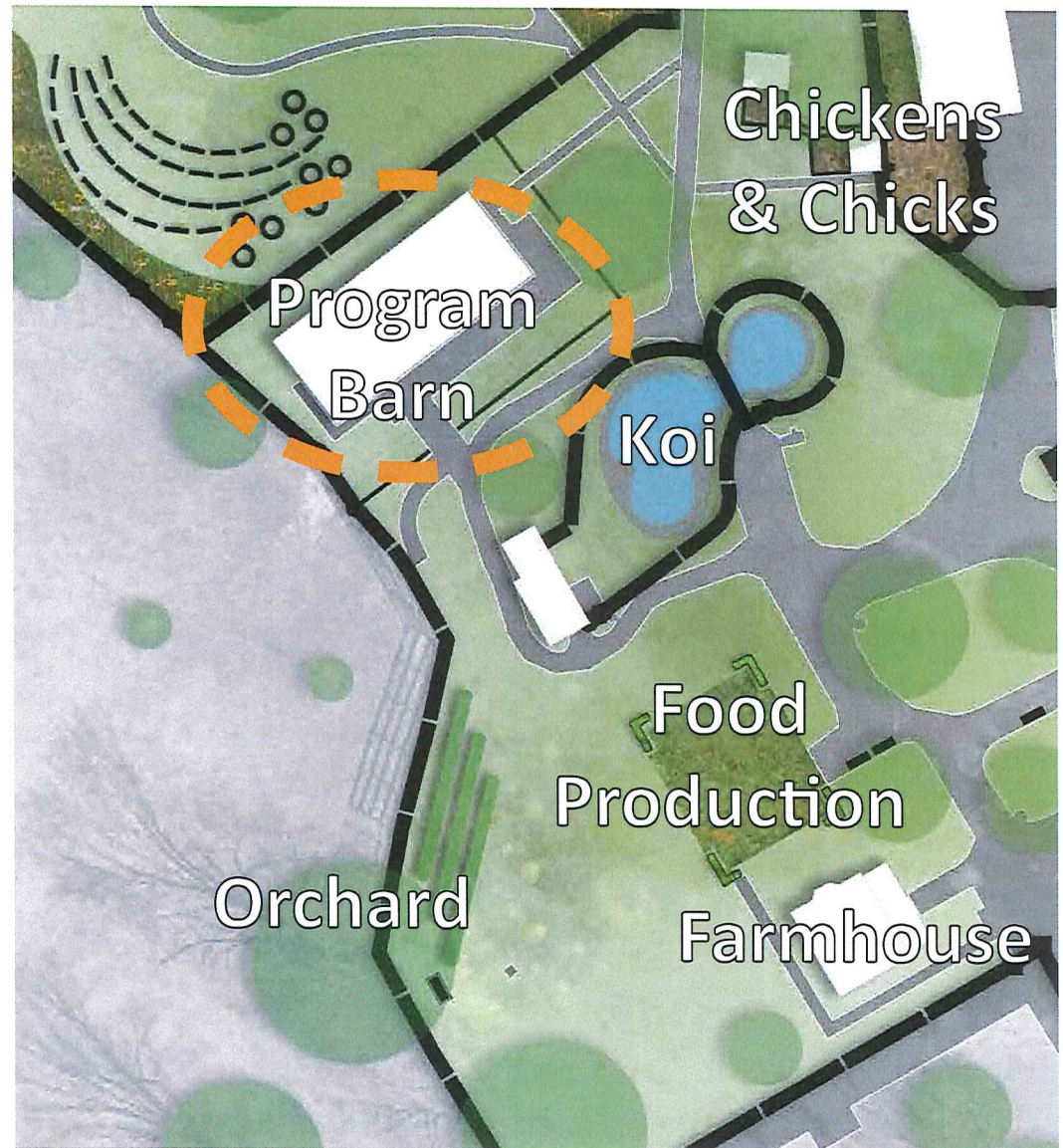
PROPOSED OVERALL PLAN

Construct a barn to support programming, improve rental opportunities, and enhancing patron experience

There are currently no indoor or covered spaces for programming or restrooms at Prairie Farm. This makes it difficult to prepare for inclement weather for programs and rentals. A covered space will also encourage patrons to linger at the Farm.



PROPOSED PLAN

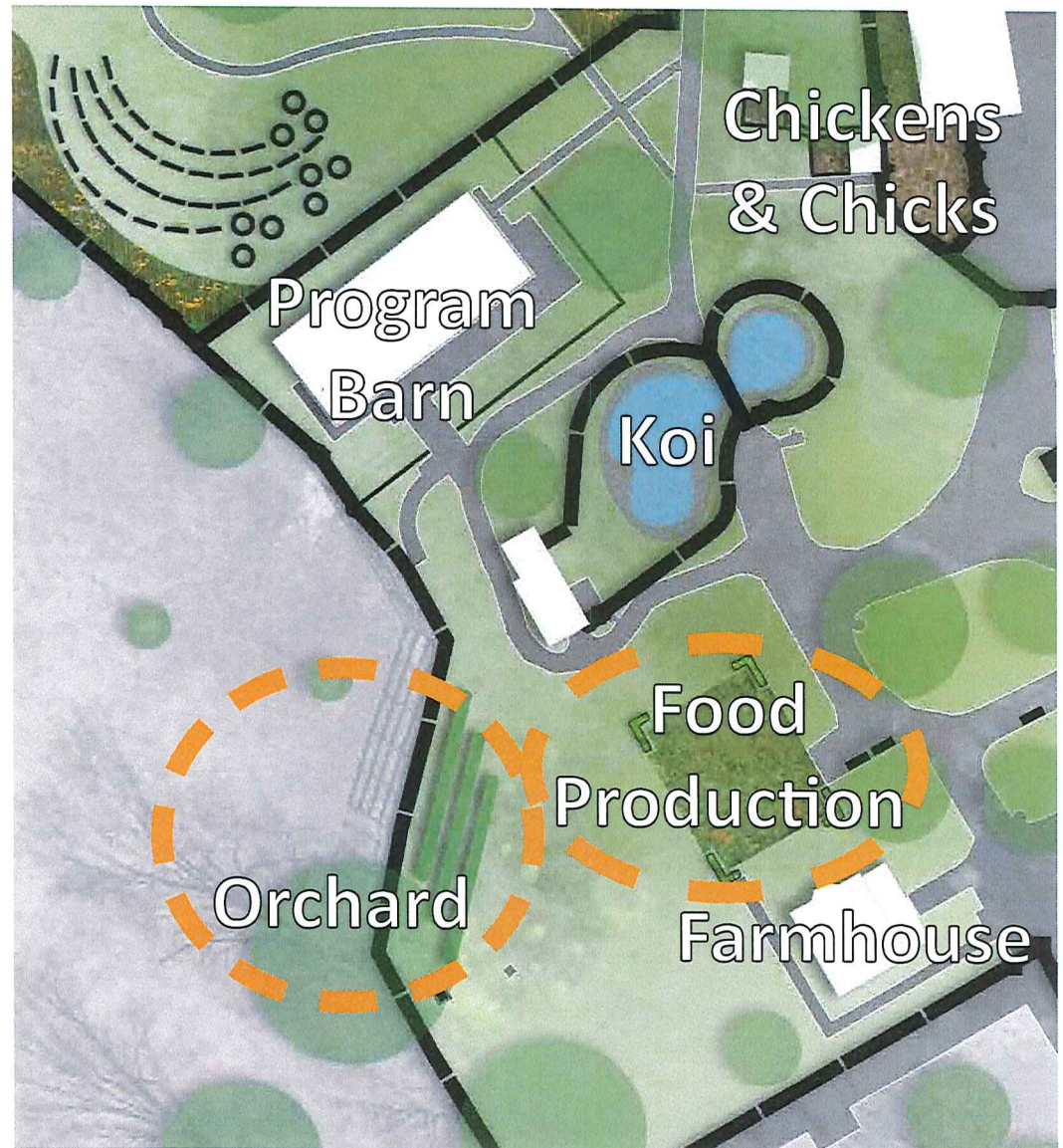


Designate larger areas for food production to encourage diverse agricultural experience.

There are existing, small raised beds used for programming. However, expanding the size and diversity of agricultural production increases opportunities for programming and patron experiences.



PROPOSED PLAN

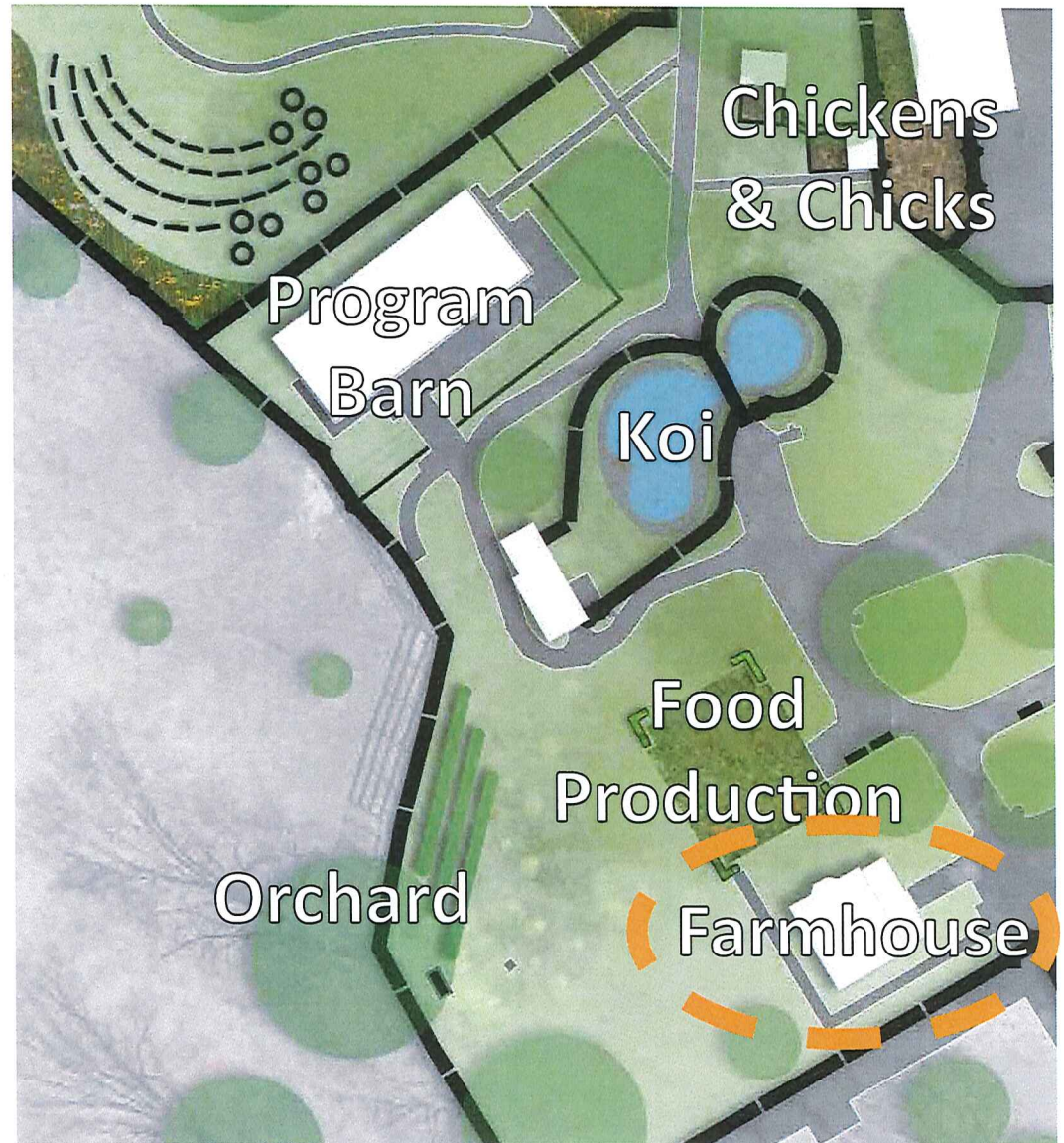


Update Farmhouse to meet ADA standards and fit staff needs.

The existing farmhouse is currently used by staff for a meeting and preparation space. Staff evaluated options for potentially opening the farmhouse to the public, but the size and configuration of the farmhouse is suitable for programming.



PROPOSED PLAN



Re-purpose animal enclosures to promote engagement and support programming.

Currently enclosure houses miniature horses and donkeys. Having an enclosed space to temporarily bring in animals with patrons opens opportunities for more interactive programming.



PROPOSED DETAIL PLAN



Re-purpose animal enclosures to promote engagement and support programming.

The highlighted enclosures currently house the ducks and goats. It is being proposed that both enclosures be used for goats. Ducks are not currently a large draw for patrons. Staff are proposing several different types of goats. This offers educational opportunities. There are also some goats which are more appropriate for interactive programming than others.



PROPOSED DETAIL PLAN



Re-purpose animal enclosures to promote engagement and support programming.

The existing adult chicken coop is still in good condition and is appropriately sized. However, the chick coop, currently located west of the koi pond, is undersized. It is proposed that a new chick coop be constructed near the existing chicken coop. Re-purposing the llama enclosure as a chicken run will give the chicks and chickens more enclosure space and make it easier for patrons to engage with the poultry.



PROPOSED DETAIL PLAN

Re-purpose animal enclosures to create an interactive farm play area

The existing horse enclosure is large compared to the overall size of the farm. Due to the animal sourcing changes, securing horses will be difficult. The enclosure, due to large size and its fencing makes it a desirable location for a children play area.



PROPOSED DETAIL PLAN



Re-purpose animal enclosures to create an interactive farm play area

The existing playground is proposed to be removed. It is a small, aging structure that is intended only for tots. It is proposed that the new playground have elements appropriate for tots and older children and also include a silo slide, a popular former feature of the farm.



PROPOSED DETAIL PLAN



Re-purpose animal enclosures to create an interactive farm play area

The proposed tractor pull course offers an interactive



PROPOSED DETAIL PLAN



Re-purpose animal enclosures to create an interactive farm play area

The proposed water runnel will provide interactive water play and opportunities to learn about farm pumping systems.



PROPOSED DETAIL PLAN



Re-purpose animal enclosures to create an interactive farm play area

The proposed lean-to structures and log climb offer recreational and loose parts opportunities for both older children and tots.



PROPOSED DETAIL PLAN



Re-purpose animal enclosures to create an interactive farm play area

The proposed tot hay bale maze and tire crawl offer farm themed recreational activities for patrons.

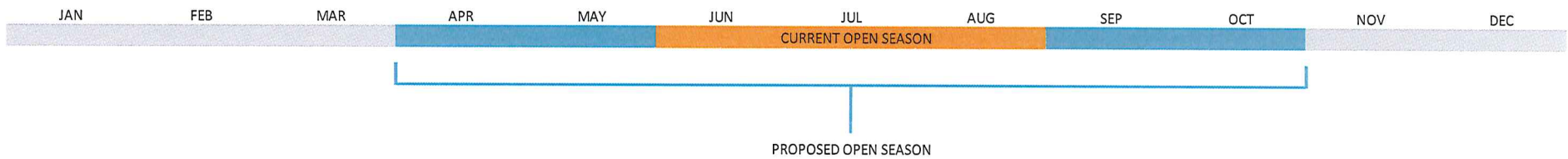


PROPOSED DETAIL PLAN



Expand season

Staff propose expanding the open season to maximize the impact of proposed improvements and to expand program options.



PROPOSED PROGRAM CHANGES

Expand special events

Investing in Prairie Farm improvements also opens opportunities to host more special events at Prairie Farm such as a fall festival or winter market.



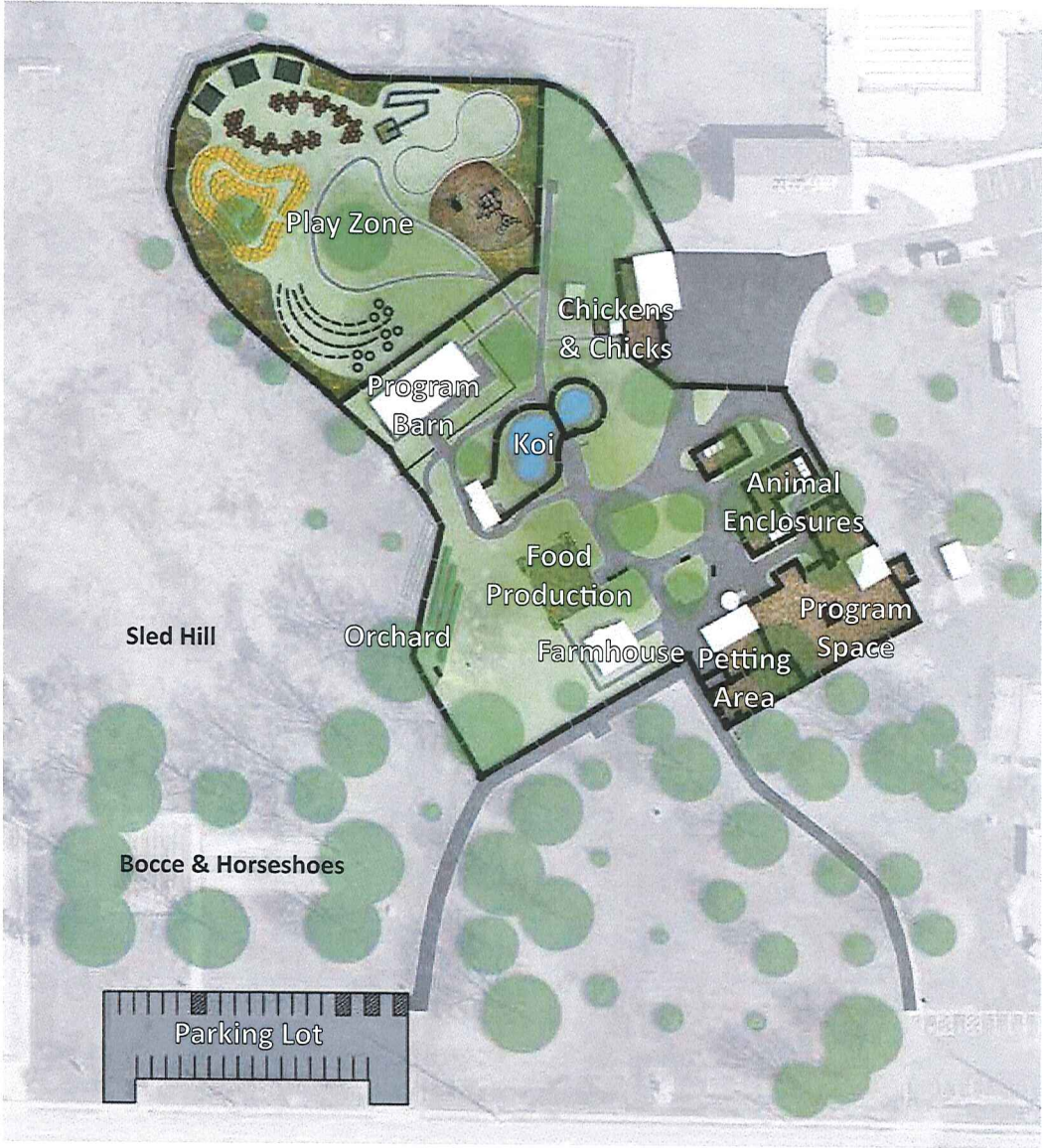
PROPOSED PROGRAM CHANGES

Expand programming

Having space to conduct programming while the Farm is open to the general public creates opportunities for new programming such as goat yoga, interactive animal activities, and rentals.



PROPOSED PROGRAM CHANGES



PROPOSED OVERALL PLAN



CHAMPAIGN
PARK DISTRICT

2019 Prairie Farm Master Plan

Draft for Review: December 11, 2019

CHAMPAIGN PARK DISTRICT 2019 PRAIRIE FARM MASTER PLAN

Prepared by the Park District Office of Planning:

Bridgette Moen

Andrew Weiss

Allison Williams

ACKNOWLEDGEMENTS:

Board of Commissioners:

Craig W. Hays, President

Kevin J. Miller, Vice President

Barbara J. Kuhl

Timothy P. McMahon

Jane L. Solon

Officers of the Board:

Cindy Harvey, Board Secretary

Joe DeLuce, Assistant Board Secretary

Donna Lawson, Treasurer

Guy Hall, Attorney

Master Plan Team:

Joe DeLuce, Executive Director

Jimmy Gleason, Director of Revenue Facilities

Jameel Jones, Director of Recreation

Dan Olson, Director of Operations

Andrew Weiss, Director of Planning

Bret Johnson, Grounds & Maintenance Supervisor

Bridgette Moen, Park Planner

Remington Rock, Special Events & Volunteer
Coordinator

Zoe Southlynn-Savage, Special Events Manager

Allison Williams, Planning Coordinator

CONTENTS

Introduction	4
History	5
Inventory	6
Financial Analysis	11
Community & Staff Engagement	13
Challenges	16
Precedent Studies	18
Recommendations	22
References	30

INTRODUCTION

The 2019 Prairie Farm Master Plan was developed by the Park District to guide planning, programming, and operations at Prairie Farm now and in years to come. There are several benefits to developing master plans: they can be tools to help communicate the vision of the Park District to the public, provide direction for staff, and also help support fundraising efforts.²² The 2019 Prairie Farm Master Plan sets out to accomplish each of these tasks. It provides an opportunity for the Park District to evaluate the strengths and weaknesses of the Prairie Farm facilities and programs, while exploring key areas for expansion and improvement.

“Master plans are tangible and often visible statements of where the park [or facility] is now, what it should be in the future and what is required to get there.”²³

The immediacy of plan implementation is dependent on many factors and the existence of a plan does not necessarily mean that the suggested improvements are immediate. However, having a reference plan does help prioritize developments, organize space, and ensure that future park or facility improvements support the goals and benchmarks for that space as well as the Park District’s Mission and Values. The 2019 Prairie Farm Master Plan exists to do just that. The challenges outlined in this plan and the recommendations provided offer direction for future decision-making, and the prospect of another five decades of success in providing farm-based programming to the community of Champaign.

Plan Framework

The 2019 Prairie Farm Master Plan is divided into the following sections:

- 1 **History:** recounts the story of Prairie Farm’s foundation and key moments in its 53 years of operation.
- 2 **Inventory:** outlines the current state of the Prairie Farm site/facilities, animals, programming, special events, and marketing as well as any major replacement considerations.
- 3 **Financial Summary:** examines the farm’s revenues and expenses, including financial trends since 2012.
- 4 **Community & Staff Engagement:** explores community and staff perceptions of the farm, its amenities, and programming, as well as input on its Mission, major concerns, and revenue support.
- 5 **Challenges:** summarizes major challenges relating to the site/facilities, animals, programming, special events, and marketing at the farm.
- 6 **Precedent Studies:** describes facilities with similar programs and amenities that offer insight on possibilities for Prairie Farm’s future.
- 7 **Recommendations:** provides prospective solutions and site design options to address challenges at the farm.

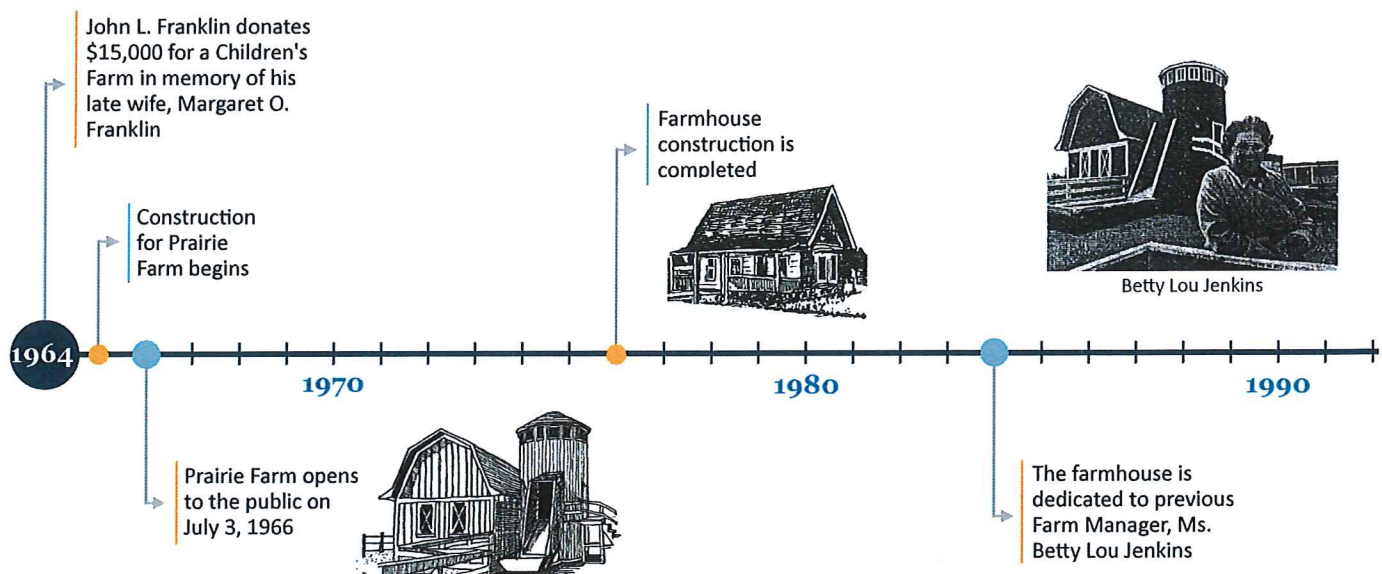


Figure 19 - Prairie Farm timeline.

HISTORY

On December 1, 1964, Champaign resident John L. Franklin donated \$15,000 for the construction of a Children's Farm, "the principal purpose of which... [would] be to house and display domesticated animals indigenous to Illinois." The donation was in the memory of his late wife, Margaret O. Franklin, who "felt that contact with animals furnished a wholesome vehicle for character and personality development."²⁴

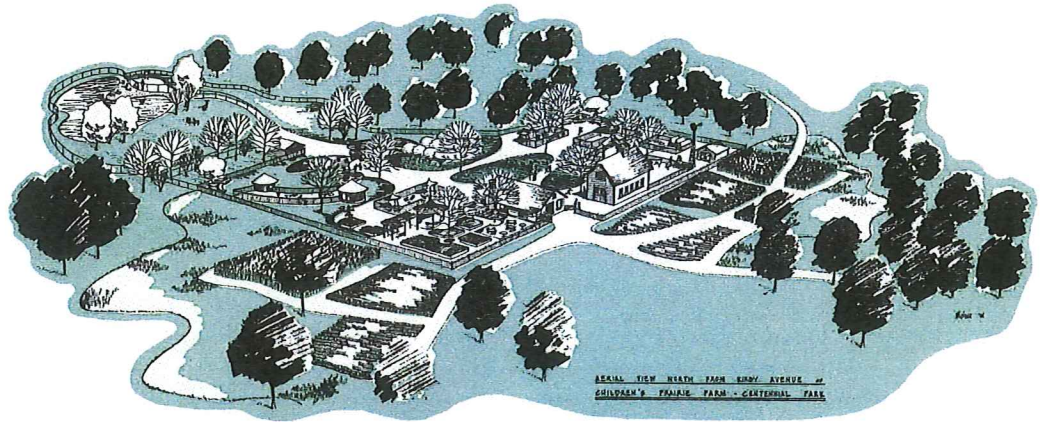


Figure 20 - Original Prairie Farm design by Don Molnar (1964).

The Park District supplemented Mr. Franklin's contribution with \$10,000 from its Bond Fund, and on May 13, 1965, the Park District authorized construction of the Children's Prairie Farm facilities at Centennial Park.

The design of these facilities, "prepared by Architect Don Molnar based on the objective of reproducing a late 19th century farmstead at a child's scale," was brought to life in the spring of 1965 with the help of staff and community members. Prairie Farm officially opened to the public on July 3, 1966.

Since its foundation, Prairie Farm has been free of charge to visitors with select programs and events offered at a fee. The initial vision that, "through various recreational programs, urban children are allowed the opportunity to handle and care for farm animals and to experience aspects of

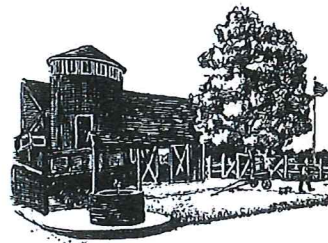
farm life which they otherwise would miss" has been realized throughout the farm's 53-year history of offering farm and animal-based programming for children and families.²⁵

General Information

Today, Prairie Farm remains a replica, late 19th century farm with both traditional farm animals and a petting zoo. The facility is open to the public from Memorial Day until early August between 1-7PM, with programs and events offered at select times throughout the eleven-week open season. The petting area is open from 3-5PM and scheduled tours typically run between 11:30AM-1PM. The farm hosts a variety of animals and farm-themed amenities, making it a popular destination for families, especially those with young children.



Dedication of Betty Lou Jenkins memorial barn



2000

2010



Prairie Farm
CHAMPAIGN PARK DISTRICT

Prairie Farm Master Plan is completed

INVENTORY

Site & Facilities

In the past 53 years of operation, Prairie Farm has maintained many of its original structures while also seeing a number of significant additions. The site now occupies approximately 2.5 of Centennial Park's 69.6 acres and is surrounded primarily by single family homes and other Centennial Park facilities. The site terrain is relatively flat, with the exception of a detention basin in the northwest corner of the site, and landscape features include 64 deciduous trees as well as flower beds and planters.

Barn & Silo

The barn and silo border the fenced animal areas near the public entrance to the farm. Goats are housed within the barn and mark the entrance to the petting zoo. The silo was once utilized as a children's slide, but it has since been closed due to accessibility and maintenance issues. The barn roof was replaced in 1990.

Farmhouse

The farmhouse was constructed in 1975 and dedicated on May 29, 1976. It was dedicated again in 1984 to Ms. Betty Lou Jenkins, former CPD employee and Director of Prairie Farm. The farmhouse was once open to the public but now serves as the staff office and restroom, as well as a space in which crafts and program materials are assembled. It contains a single toilet and sink as well as a refrigerator for staff use. The display cases within the house were purchased with donations from a local McDonald's restaurant and many of the books, which make up the Bobby Knight Memorial Library, were acquired from funds donated in memory of Bobby Knight in 1974. The farmhouse roof was replaced in 1992.

Craft Barn

The craft barn is adjacent to the farmhouse and backs up to the small raised garden beds. In size, the structure is more of a shed than an actual barn. It is used mainly for storing materials for Prairie Farm programs.

Trolley Barn

The trolley barn was built in 1997 and, like the farmhouse, was dedicated in honor of former Farm Manager Betty Lou Jenkins. The area surrounding the barn has been used as a pen for llamas in recent years, while the barn itself is used as a quarantine space when needed. The barn's roof replacement is scheduled for 2020/2021.

Hay Barn

The hay barn is situated near the cow enclosure—in the northwest portion of the site. It houses a variety of animal feeds and supplies in the open season and serves as an additional storage space when the facility is closed.

Playground

The current playground is a replica tractor with two small slides. The playground is best suited to children between the ages of 2-5 and is due for replacement by 2027. One objective of the FY 2012/2014 Strategic Plan was to identify, bid, and install Prairie Farm playground equipment. The funding was diverted to Centennial Park to move the existing playground, thus postponing any playground replacement at the farm.

Fenced Animal Areas

The fenced animal areas consist of enclosures for a variety of species. Most enclosures are comprised of wood posts and welded wire fencing or chain link, while some are a combination of welded wire and chicken wire with wood posts. Many of the fenced animal areas have a concrete or fiber base and most have some shelter component like the chicken coop.

Koi Pond & Pump House

The Prairie Farm pond, which once provided a seasonal habitat for ducks, is now used to house koi fish year-round. The pond has a small pedestrian bridge and is surrounded by a 4 ft. wire fence. The original shed housing the filtering pumps for the pond was replaced in 2016.

Parking

Public parking is available southwest of the Prairie Farm entrance. There are 19 striped parking spots, 2 of which are handicap spots, and 11 spots that are not striped but have cement parking blocks. 34 additional parking spots are available at the lot southeast of the Prairie Farm entrance (2 handicap); though, this parking lot is primarily for patrons of the nearby baseball fields. Staff parking is located north of the farm off a private drive serving both Prairie Farm and Sholem Aquatic Center.

Fencing

Approximately 1600 ft. of fencing lines the perimeter of the facility and serves to deter members of the public from entering the farm when it's closed. The perimeter fence is comprised of 9 ft. chain link with wood posts. Interior fencing is primarily utilized for animal enclosures and is variable in both material and height to cater to the wide variety of animals on-site.

Windmill

The windmill is located near the petting zoo entrance and goat enclosures. It was donated by Ethel Bolasig and is surrounded by a 4 ft. wood fence.

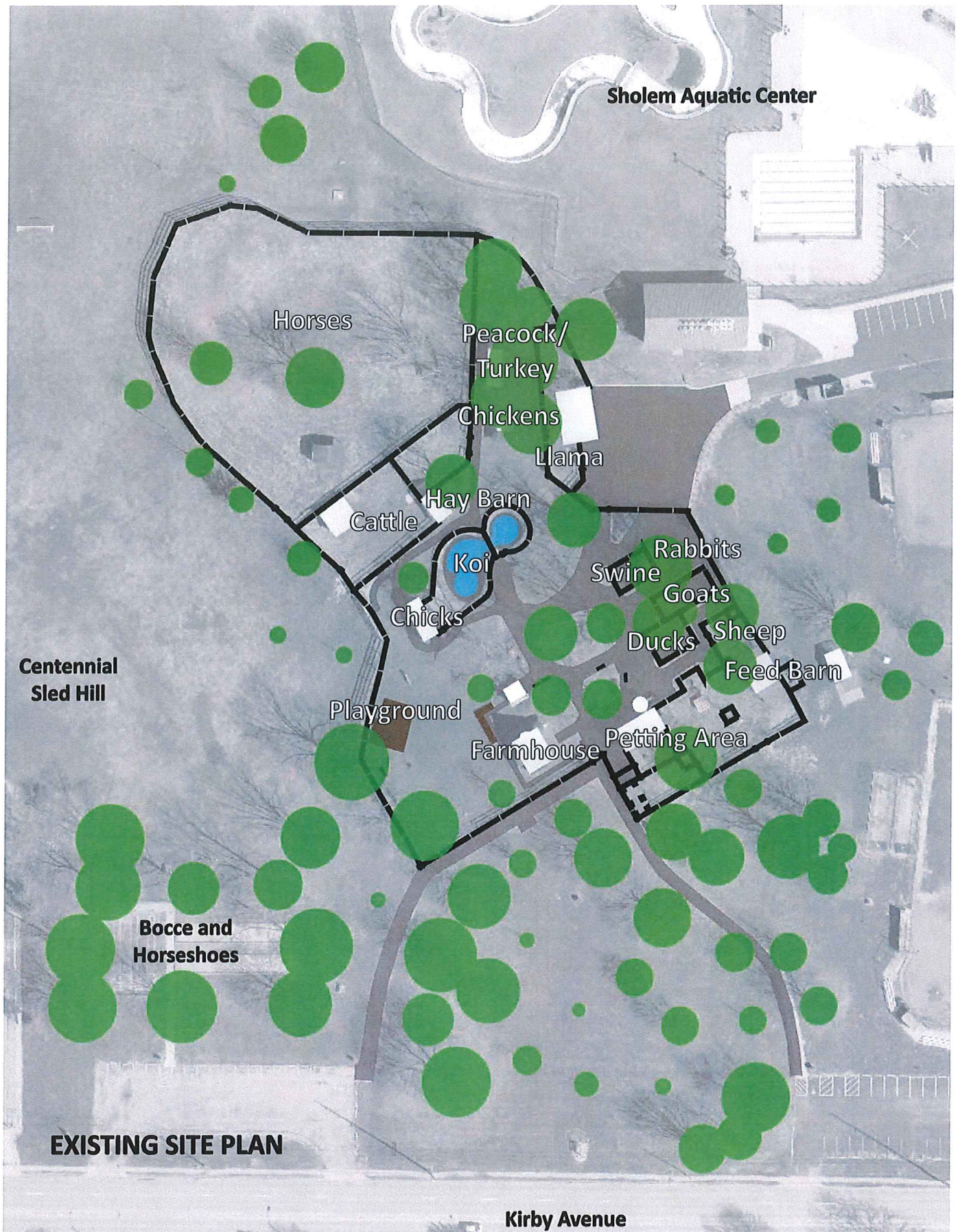


Figure 21 - Map of 2019 Prairie Farm site amenities.

Animals

Sourcing

For a number of years, the petting zoo animals have been leased from the same farmer each season, while the koi fish remain in their pond year-round. The animals typically arrive before the facility opens and are returned to the farmer after the facility has closed. However, staff have been researching alternative animal sources for upcoming seasons.

Variety

The farm has hosted a variety of animals throughout the years, including cows, horses, sheep, pigs, goats, chickens, llamas, donkeys, deer, miniature horses, peacocks, prairie dogs, rabbits, turtles, turkeys, and koi fish. Not all of the animals are representative of a traditional farm, nor are they all available for petting. Often, the variety of animals has depended on what was available from the contracted farmer in a given year, which provided staff little control over the species, breed, color, sex, or number of the animals.

Care Requirements

The variety of animals at the farm necessitates an assortment of animal feeds, including horse, goat, and cow combination feed, chicken feed, sheep feed, duck feed, pig feed, chick feed, oats, mineral blocks, and grass hay. Pine shavings are also purchased for animal bedding. In addition to exploring new animal sourcing opportunities, staff are in the process of seeking out alternative retailers to fulfill the feed and bedding needs of the farm. Some feeds may no longer be needed depending on what animals are housed at the farm in future.

The animals are cared for by dedicated staff as well as a local veterinarian. Some staff possess experience caring for animals and the farm often attracts students from the University of Illinois' Animal Science programs.

PROGRAM ENROLLMENT				
	2016	2017	2018	2019
Pee Wee Farmers	91	79	86	42
All About Animals	24	26	28	23
Farmhands	55	62	70	57
Barnyard Fun Camp	26	33	34	20

SPECIAL EVENT RESERVATIONS				
	2016	2017	2018	2019
Birthday Parties	9	5	8	9
Group Tours	12	7	14	6

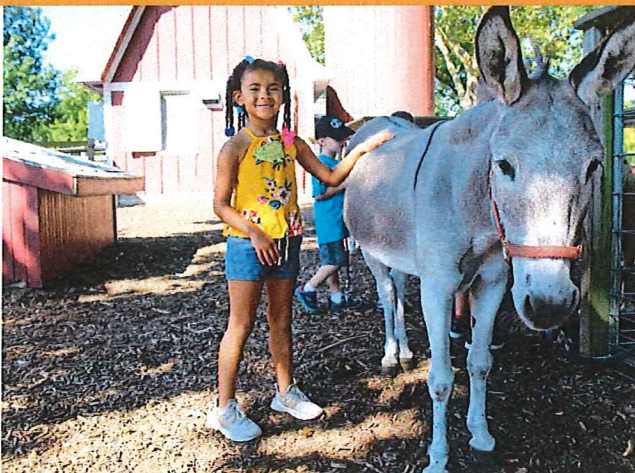
Figure 22 - Program and Special Event enrollment numbers from 2016-2019.

Programming & Special Events

Offerings

The 2019 summer program offerings for Prairie Farm included farm tours, the petting area, Story Time at the Farm, Pee Wee Farmers, All About Animals, Farmhands drop off camp, Barnyard Fun Camp, and the Friends of the Farm adoption program. Some programs are open to all ages, though, most programming is suited to children 11 and under. Prairie Farm also hosts special events like birthday parties, where guests are permitted private use of the farm, including special tours, personal contact with the animals, a piñata, games, and party favors. The parties accommodate up to 20 kids. Group tours can also be scheduled for up to 30 participants and typically draw preschool and camp groups.

Past program and event offerings have included Movie Nights at the Farm, Getting Crafty, Touch-a-Tractor, Helping Hands, and Harvest Fest.



Barnyard Fun Camp participants.

VISITORS BY YEAR

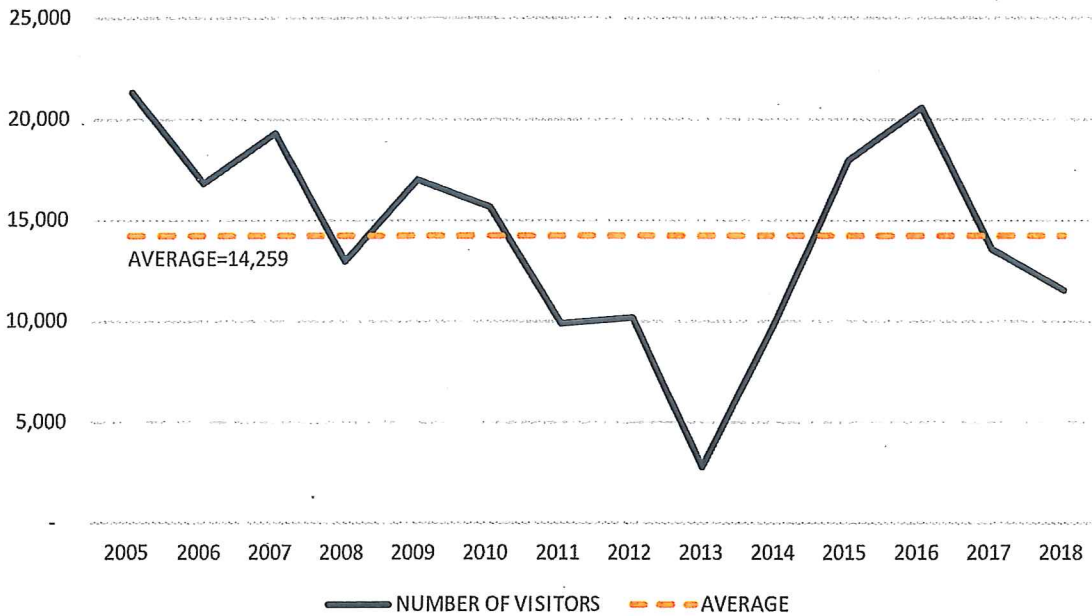


Figure 23 - Number of Prairie Farm visitors from 2005-2018.

Costs

Registration fees for Prairie Farm programs range from \$17-\$54 per resident or \$25.50-\$81 for non-residents. This range in costs reflects the variety of programs offered, which includes everything from one-time events to day camps.

Scheduled tours for groups of 16 or fewer cost \$40 for residents or \$60 for nonresidents while the cost of groups with 17-30 people cost \$50 or \$75. Children's birthday party packages cost \$175.

Fees for programs and birthday parties were increased for the 2019 season, which could have affected program enrollment numbers; however, this increase does not appear to have influenced the number of birthday party reservations for the year (see Figure 4).

Participation

Enrollment for select programs has remained relatively consistent since 2016, while others have seen drastic changes (see Figure 4). For instance, All About Animals has had between 23-28 participants in the past 4 years, while the Pee Wee Farmers program had 91 participants in 2016 but only 42 in 2019. 2018 saw the greatest number of participants for three of the four programs—All About Animals, Farmhands, and Barnyard Fun Camp—and 2019 saw the lowest enrollment for Pee Wee Farmers, All About Animals, and Barnyard Fun Camp.

Reservations for birthday parties and group tours have followed less of a trend in the past four years. The birthday parties ranged from 5-9 reservations per season and group tours ranged from 6-14.

Visitors

The number of visitors at the farm has fluctuated significantly in the past 14 years (see Figure 5). From 2005-2018, the farm averaged 14,259 visitors per season. In 2013, the number of visitors was at its lowest of this fourteen-year period, with a total of 2,835 visitors to the farm. The greatest number of visitors came to Prairie Farm in 2005, when there were 21,316. While there are a variety of factors that influence the number of visitors in a given year (e.g. an unusually warm or stormy summer) the 18,481 person range of these visits is a considerable gap.

Marketing

Marketing for the farm is carried out in a number of ways. The spring program guides advertise the farm's offerings and the costs of any programming or events in print for all Champaign residents. The Park District website offers similar information on the farm and links with a digital copy of the program guide. A sign advertising the farm is exhibited a few blocks from the facility throughout the summer.

The Park District's Facebook, Twitter, and Instagram accounts also feature posts reminding followers of the farm's offerings on a periodic basis; however, there are no social media pages specific to the farm that are operated by the Park District. The one social media page that does exist—the unofficial Facebook page—refers to the facility inaccurately as "Prairie Farms Petting Zoo" and does not advertise that the facility is only open to the public on a seasonal basis.

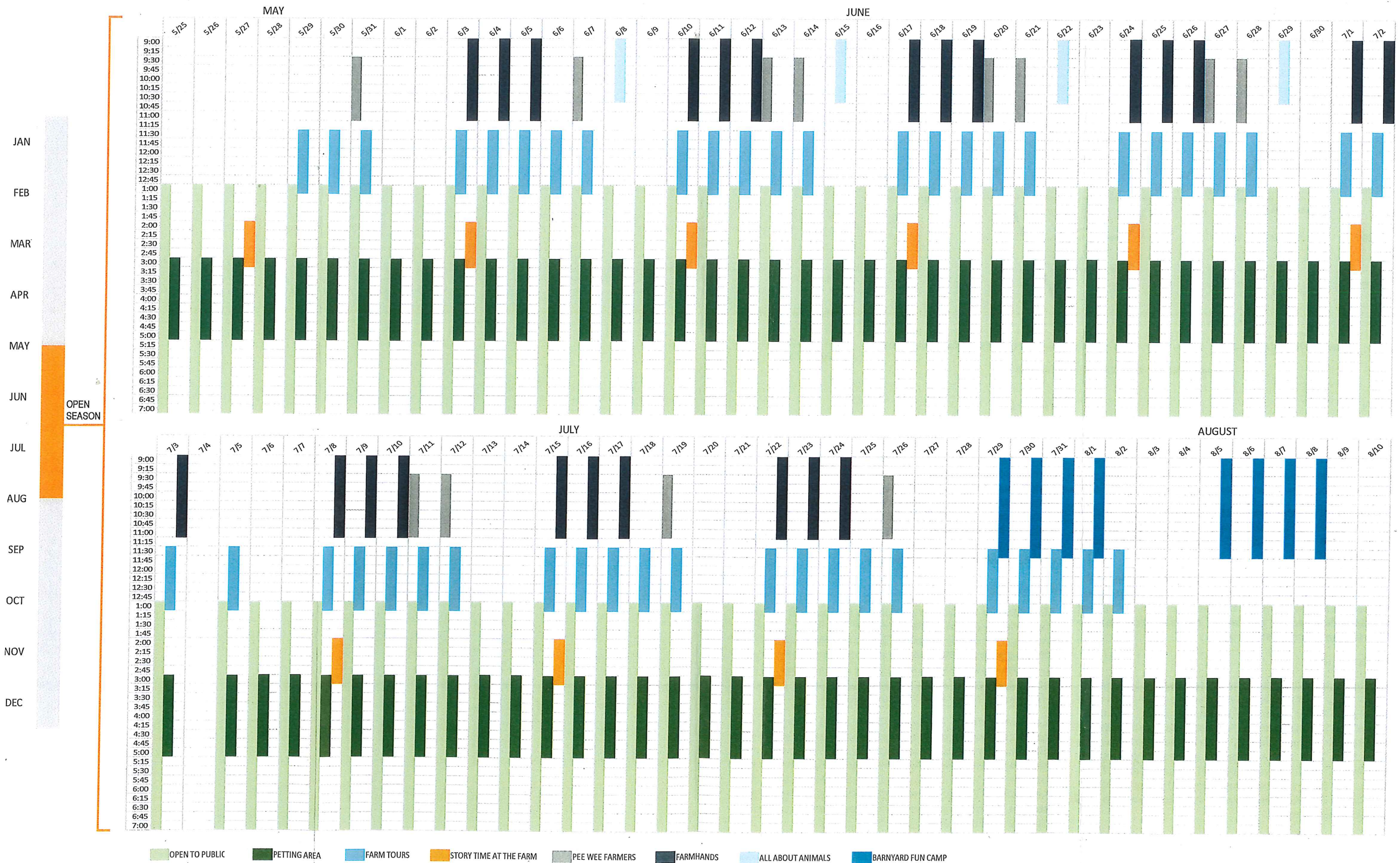


Figure 24 - Schedule of Prairie Farm events and programs for the 2019 season.

FINANCIAL ANALYSIS

Funding for Prairie Farm is allocated through the Park District's Museum Fund. The Museum Fund accounts for the cultural arts programs and services the Park District provides for the community. Real estate taxes are levied to pay the administrative costs and to help offset the operating costs for the Museum Fund facilities. Though these facilities do take in revenue through events and programs, they are primarily subsidized through tax support.

In 2019, \$86,166 was budgeted for Prairie Farm. This is slightly higher than the average annual tax support from 2012 to 2017, which was \$82,748.32 in 2019 dollars (see Figure 7). However, annual tax support for the farm was greatest in 2013, when the farm's operating budget was equal to \$91,866.05 in 2019 dollars, or \$83,567 at the time. Since that year, the adjusted annual tax support has mostly declined and remained below the average for this six-year period.

The amount of tax support needed to sustain the farm will likely fluctuate in upcoming years as staff explore new possibilities for animal sourcing and feeding while keeping up-to-date on routine maintenance requirements. Staffing changes and high priority site improvements will also affect the budget as planned Capital Improvements and Master Plan recommendations become implemented.

BUDGET APPROPRIATIONS BY CATEGORY - 2017

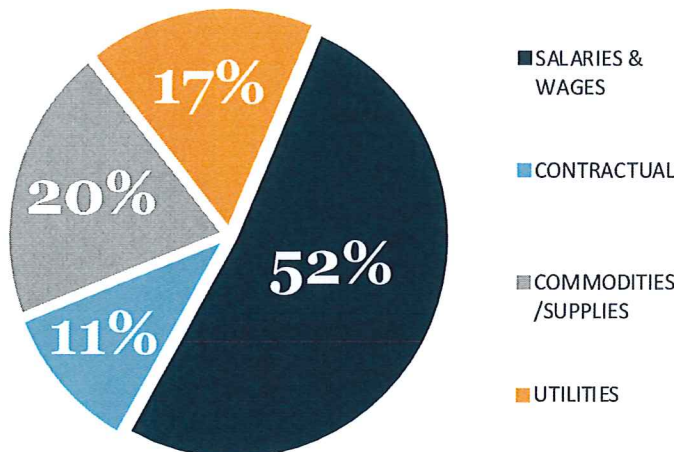


Figure 25 - Distribution of budget appropriations by category (2017).

ANNUAL TAX SUPPORT (IN 2019 DOLLARS)

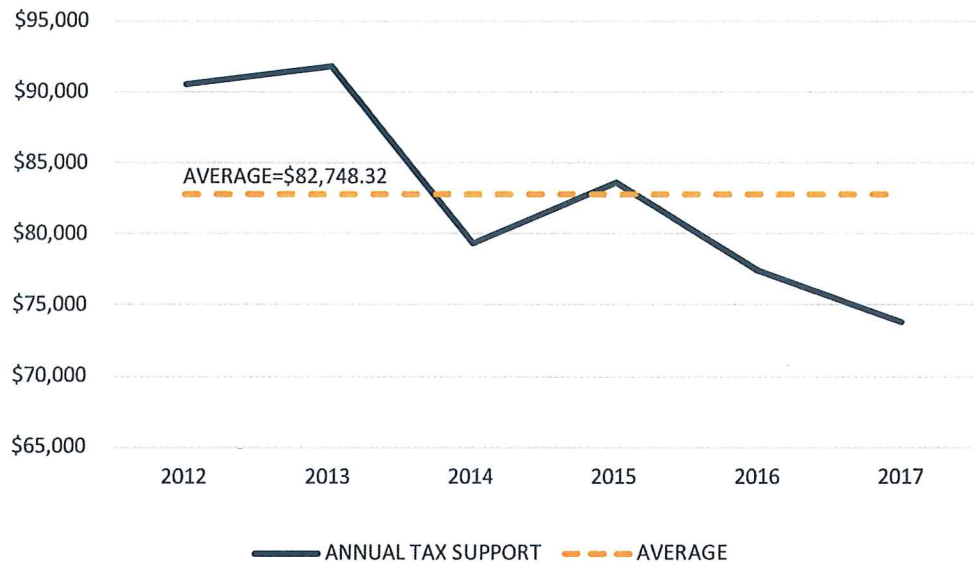


Figure 26 - Tax support allocated to Prairie Farm from 2012-2017, adjusted to 2019 dollars.

Many significant Capital Improvements have been postponed at the farm. Planned expenditures such as drainage improvements, the addition of a pavilion, and restrooms have repeatedly been placed on hold. For instance, \$100,000 was originally budgeted for the construction of a pavilion with restrooms to be completed in 2016. That money was rolled over to 2017, when \$130,000 was budgeted for the same project but still to be completed at a later date, i.e., "delayed to future years." In the 2019 budget, \$73,000 was anticipated for the pavilion with restrooms to be completed in 2020, again deferring this major site improvement but also reducing its budget by almost 44% since 2017. The last major Capital Improvement (figuring in at over \$5,000) to be carried out was the koi pond pump house replacement in 2016 in the amount of \$10,000.

The distribution of tax support also fluctuates each year and depends on whether substantial replacements or upgrades are accounted for. As of 2017, 52% of the budget was allocated to wages and salaries for seasonal staff, 20% to commodities and supplies, 17% to utility payments, and 11% was dedicated to contractual services (see Figure 8). Included in the contractual services was the agreement for the seasonal supply of animals. However, no tax support was appropriated for routine/periodic maintenance in 2017.

Revenues at the farm are generated through charges for services—namely programs, special events, and rentals—since admission to Prairie Farm is free of charge. The 2012-2017 average of these service

charges was \$8,016. The most revenue generated from charges for services was \$9,371 in 2016 (see Figure 9), which is likely the result of high enrollment in the Pee Wee Farmers program and the 21 special events hosted at the farm in that year. Merchandise and concessions also provide marginal support—\$263 on average over the same period.

The percent of annual revenue generated by the farm from 2012-2017 averaged 11% (see Figure 10). The year with the lowest percent of revenue was 2015, at 8%, which corresponded to \$7,274. The year with the highest percent of revenue was 2017, at 18%, which corresponded to \$15,253. However, the farm also had the least amount of tax support for this six-year period in 2017 due to the absence of routine/periodic maintenance.

In addition to charges for services, merchandise, and concessions, the farm receives some support through donations each year. A donation box is located near the entrance/exit of the facility for visitor contributions and the Champaign Parks Foundation accepts donations on behalf of the farm via mail, phone, or online. In the past, community members have made nonmonetary contributions as well such as the flagpole, farmhouse display cases, agricultural textbooks, windmill, other farm related equipment, and animals.

The Prairie Farm Memorial Fund also provides some support for the facility. The fund was created to help finance specific projects that otherwise would not be provided for by public revenues available to the Park District, such as the 2016 pump house replacement. The Prairie Farm Memorial Fund monies are administered by the Champaign Parks Foundation. Through these funding sources and continued support from the community, Prairie Farm has been able to provide farm-themed education and recreational opportunities for the past 53 years.

CHARGES FOR SERVICES

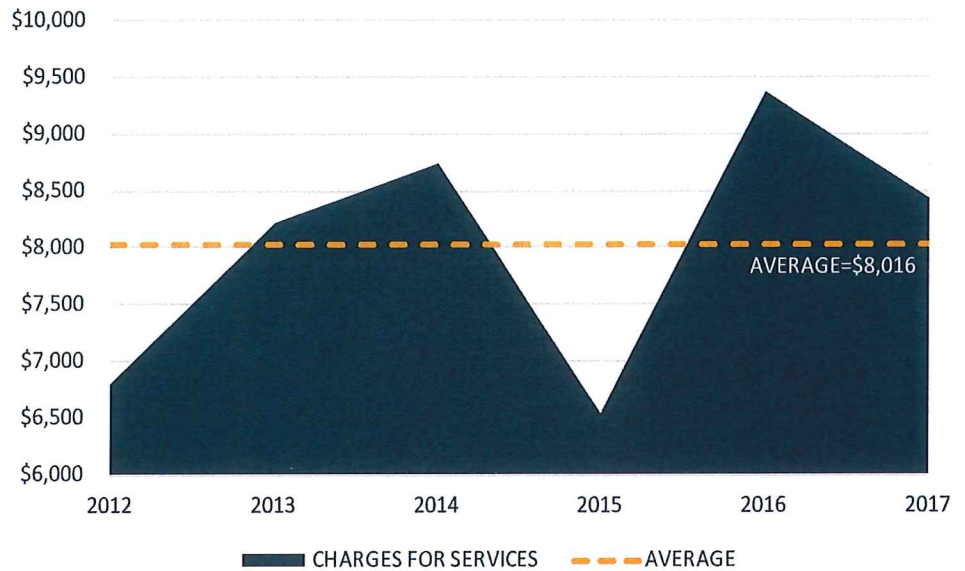


Figure 27 - Annual charges for services at Prairie Farm.

TAX SUPPORT VS REVENUES

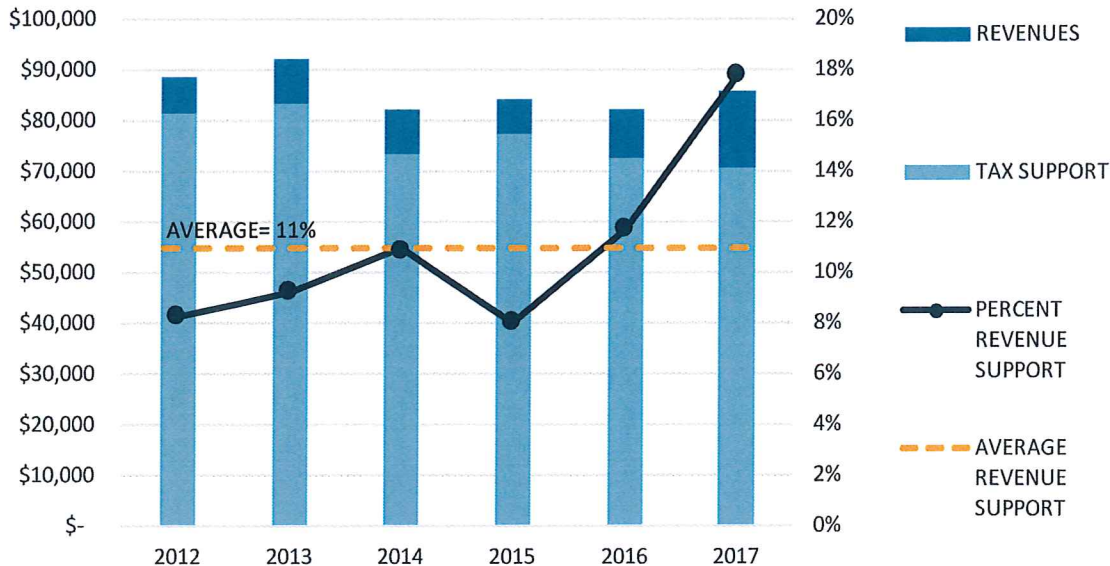


Figure 28 - Annual tax support and revenues at Prairie Farm, including revenues as a percent of tax support.

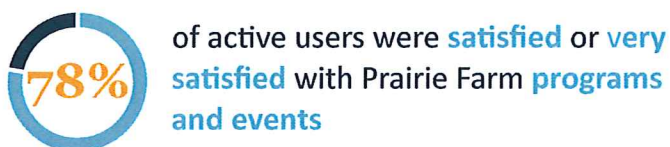
COMMUNITY & STAFF ENGAGEMENT

Community input is important at many stages of the master planning process. The Park District uses public surveys as a way of soliciting feedback from the community which, in combination with input acquired through staff engagement sessions, informs plan recommendations.

Community Needs & Perceptions

The 2017 Champaign Park District Community Survey, produced through a partnership with the Office of Recreation and Park Services at the University of Illinois Urbana-Champaign, solicited feedback from community members regarding their needs and interests. Survey questions specific to Prairie Farm were included in the survey to gauge community perceptions of its programs, events, staff, facilities, and amenities. The survey had a confidence level sufficient to generalize responses to the wider community; though, it's important to note that respondents were collectively less diverse and older compared to the wider population of Champaign. There was a far greater percentage of respondents over the age of 60 as well as respondents with no children (or children in home), which poses some limitations for questions about a children's facility like Prairie Farm.

Survey Trends



Of the 19 programs to develop or expand that were provided in the 2017 Community Survey, Prairie Farm Youth Programs ranked lowest, with fewer than 5% of survey respondents choosing the programs as their first, second, third, or fourth choice.²⁶ In part, this ranking could be attributed to the appeal of the other programs included in the survey question, as well as their generality. Less specific options like nature/environmental, health & wellness,

Q: SHOULD A FEE BE CHARGED AT PRAIRIE FARM?

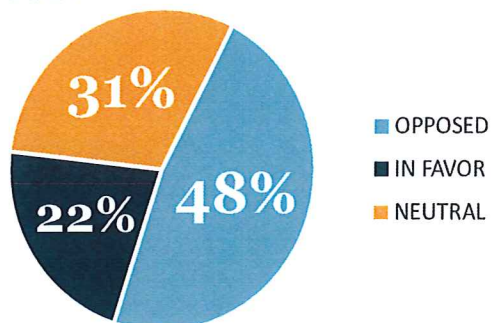
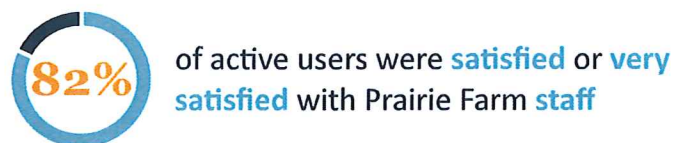


Figure 29 - Responses from 2017 Community Survey.

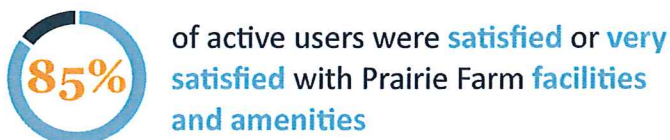
and adult fitness/wellness programs ranked highest for respondents. It's also probable that the breadth of youth programming currently offered at Prairie Farm is sufficient for the community's needs given that 78% of those surveyed were satisfied or very satisfied with the facility's programs and events.

Of the top facilities to develop or expand, the possibility of a new silo slide at Prairie Farm ranked 13th out of the 19 facility options provided. Again, this ranking could be more representative of the scale and generality of other options included in the survey question such as the "Preservation of Open Space," which ranked highest. It's also likely that respondents chose facilities more suited to their age group given the average age of survey respondents and rankings of facilities like the warm water therapy pool, indoor leisure pool, and indoor warm lap pool that are generally more appealing to older residents.



Of the comments included in the survey, only one was in reference to Prairie Farm. A respondent wrote, "...I also have young grandchildren. I would like to see the prairie farm open in the a.m. because kids nap in the afternoon. Hours seem too limited and season is waaay too short."²⁷ Of course, the farm is open for programs, tours, and birthday parties starting at 9AM, but only open to the general public from 1-7PM.

A Community Needs Assessment Survey was also conducted between 2011 and 2012. At that time, 28.6% of households surveyed had visited Prairie Farm in the preceding year. In comparison, only 21% of households surveyed at that time had children under the age of 14, suggesting that a small percentage of residents do visit the farm that might not have young children of their own.²⁸ When asked to rank how greatly Prairie Farm meets the needs of the community, 61% of respondents believed the facility fully meets its needs. 23.8% believed it meets 75% of the community's needs.²⁹ These rankings suggest high satisfaction with the facility and its operation, but do show that there's some room for improvement in meeting the needs of the community.



In addition to the two community surveys, the Park District conducted a Public Perception Survey in 2014 which focused in part on public perceptions of Prairie Farm. The survey respondents were disproportionately female and

considerably less diverse than the wider community of Champaign; though, their responses provide some insight into the popularity of Prairie Farm for a segment of the population.

One question from the Public Perception Survey asked community members to rank the facilities that they believe are most associated with the Park District as a whole. Prairie Farm tied with the Virginia Theatre for 4th out of the fourteen facilities, with major recreational facilities like Sholem Aquatic Center, the Old Leonhard Recreation Center, and Springer Cultural Center taking 1st, 2nd, and 3rd place, respectively.³⁰

When asked how they would describe the Park District to others, one respondent mentioned Prairie Farm, writing “I feel like I live in an episode of Parks and Rec, especially because you all have mini horses at Prairie Farm and mini parks/flower islands (which Leslie Knope would totally love) everywhere.”³¹ The favorability of these rankings and feedback show the farm to be in some ways emblematic of the Park District and Champaign as a whole.

Staff Engagement

As a part of the master planning process, key staff participated in engagement sessions to help identify challenges at Prairie Farm as well as prospective solutions. Staff also explored visions for the future of the farm and what, in its next half-century of operation, Prairie Farm might offer the community.

Existing Concerns

The first staff engagement session solicited feedback on existing concerns at Prairie Farm. Ten staff were asked to rank their concerns on a scale of 1-9, with 1 being the greatest concern. Options included animal safety, adequate staffing, drainage issues, insufficient event/rental space, length of open season, state of existing farmhouse, parking availability,

the availability of parking, lack of restroom facilities, insufficient event (or rental) space, the reliable supply of animals, drainage issues, the state of the existing farmhouse, and the length of the open season. The top three staff concerns were a reliable supply of animals, animal safety, and the lack of restroom facilities (see Figure 12). Some of these concerns, such as the reliable supply of animals, are already in the process of being addressed but remain important components of the Prairie Farm Master Plan.

Other concerns not included in the survey but which staff indicated as high priorities were ADA compliance, competition with similar and dissimilar programs throughout the community, year-round operation, owning the animals, and no longer having large animals with extensive care requirements. Concerns over the state of the cow shed, the name of the facility (i.e. “Children’s Prairie Farm”), and opportunities for revenue were also discussed in the second engagement session. This plan provides a more in-depth examination of these concerns as well as recommendations for addressing them.

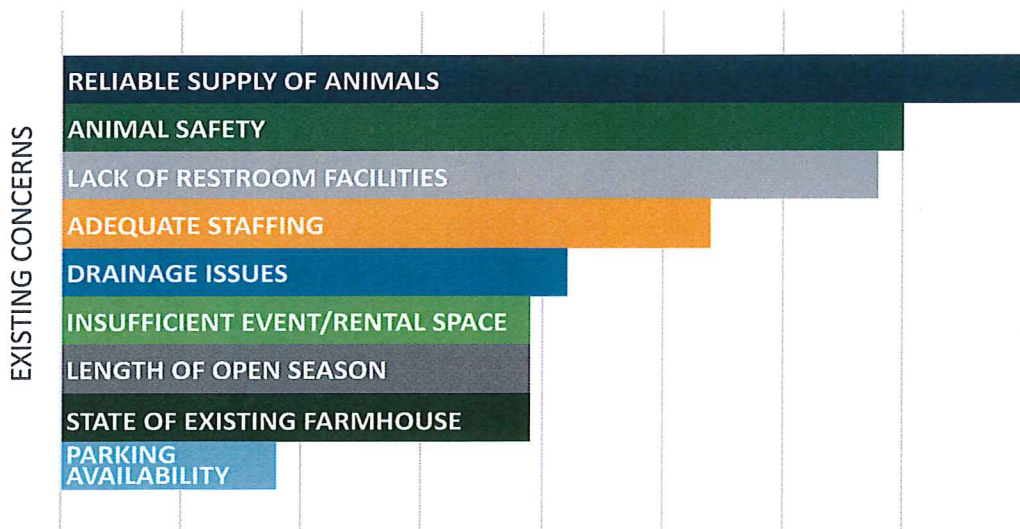


Figure 30 - Staff rankings of major concerns at the farm.

Mission

Although there is no formal Prairie Farm Mission, staff were asked in the first engagement session to summarize what they believe the Prairie Farm Mission would be given its present circumstances. Key terms from the mission statements included education and learning, children and families, community, experience with farming/farm animals, and fun. When asked to envision a future Mission for Prairie Farm that encapsulates what the facility could be, key terms and concepts for the proposed missions included education, farming and farm animals, fun and entertaining, as well as serving community members and the public. Notable differences between the current and proposed missions include an emphasis on serving the broader community rather than just children and families, providing opportunities for entertainment, and focusing on more local farming practices (Illinois or Midwestern agriculture, in particular).

community
Illinois animals
education
entertaining fun farming

In the second engagement session, staff were provided with three statements containing a combination of these potential Mission keywords. Using the three statements as a starting point, staff were tasked with developing an official Mission for the farm. The agreed upon and formalized Mission of Prairie Farm is:

To provide fun and educational experiences, programs, and events that acquaint community members with traditional farm animals and Midwest agricultural practices.

Through this Mission, Prairie Farm can continue to provide opportunities for urban children to become acquainted with animals, as intended in its conception, but the farm can also serve visitors of all ages and acquaint them with other facets of life on a farm. In this way, Prairie Farm can remain a unique but relevant asset to the Park District and the community.

Vision

A visioning exercise was also conducted in the second staff engagement session, where participants ranked vision keywords that could help guide proposed master plan improvements and support the new Mission. The vision keywords originated from earlier discussions about the farm's potential as a site for learning about domesticated animals and agriculture while offering more fun and memorable experiences. The chosen keywords ranked in the following order:

1. Engage
2. Educate
3. Entertain
4. Conserve

These rankings informed the vision statements and recommendations detailed later in this plan. Each of the proposed site, program, and marketing modifications seek to prioritize engagement, education, entertainment, and conservation while holding true to the farm's original vision of acquainting urban children with domesticated animals and farm life.

Revenue Support

In addition to Prairie Farm's major concerns, Mission, and Vision, staff were asked to determine what percent of revenue the farm should generate each year in order to offset its operation budget. Staff responses ranged from 10-50%, with no clear consensus other than revenue being 50% or less. Currently, the farm generates about 7-8% revenue; though, it averaged 11% from 2012 to 2017 (see Figure 10). At most, the farm generated 18% revenue in 2017, when the tax support allocated to the farm was at its lowest for this six-year period (\$70,628). However, it's important to note again that in 2017 there was no funding utilized for routine/periodic maintenance at the farm, which is uncommon.

There are opportunities to expand revenue sources in upcoming years but it's important to remember that because it's a facility free to the public, the farm has always been funded primarily through tax support and donations. The prospect of generating revenue by charging an entrance fee is likely to be met with opposition since the farm has been free of charge for the past 53 years and only 22% of respondents to the *2017 Community Survey* were in favor of a fee. However, other efforts such as concessions, a gift shop, or fee-based amenities were considered by staff as viable revenue generating opportunities.

Revenues might also be supplemented through site improvements and program variations that would encourage more program participation and special events at the farm. These site improvements and program ideas are detailed later in this plan.

CHALLENGES

With the help of community and staff feedback, the following challenges have been identified at the farm. Each challenge was given a priority ranking based on the degree of urgency with which it should be addressed. Some high priority challenges are already in the process of being managed.

SITE & FACILITIES		
<i>Challenge</i>	<i>Priority Level</i>	<i>Description</i>
ADA Compliance & Accessibility	Moderate	The farm is in compliance with ADA requirements, with the exception of the farmhouse restroom. If the farmhouse remains a space for staff, the restroom will require updates to meet ADA requirements.
Chick Coop	Low	The chick coop is too small to accommodate full grown chickens, which is acceptable for the current length of the open season; however, If chicks are to be housed for longer they will require a larger coop.
Cow Shelter	High	The cow shelter is in poor condition and has been identified as an issue for USDA inspections. Since it is inadequate for the purpose of sheltering cows or any other animals, it should most likely be demolished.
Drainage	Moderate	Drainage has long been a challenge at the farm. The horse pasture in the northwest corner of the site was once utilized as a lake for wild ducks and geese. The area is now prone to flooding and efforts have been made to reduce the flooding after heavy rain events. Any site improvements should take into consideration these drainage issues.
Electrical & Plumbing	Moderate	The existing capacity of the electrical and plumbing is inadequate for some intended site developments. The addition of restrooms, for instance, would require upgrades in both the electrical and plumbing infrastructure.
Farmhouse	Moderate	The 43-year-old farmhouse is primarily used by staff as an office but would be better utilized if it was accessible to the public. It's location makes it ideal for interpretive exhibits or concessions; however, it's small footprint poses a challenge for interior developments.
Parking	Low	The public parking lot is scheduled to be repaired. The lot size is sufficient for the farm's current needs but could warrant expansion if larger groups and more visitors are anticipated in upcoming years (particularly if the facility open season is extended). In turn, expanding the parking lot could necessitate the addition of a detention basin for stormwater management.
Pavilion	Moderate	There is currently no shade structure large enough to accommodate visitor groups or rentals at the farm. This is of particular concern for birthday parties, where many potential renters choose not to book with Prairie Farm upon learning that there's no contingency space for poor weather conditions. \$73,000 has been earmarked for the construction of a pavilion in 2020 that will allow exterior accessibility to restrooms as well as providing a covered program/rental space. However, a more enclosed structure might be needed to better protect participants in all weather conditions and better meet the programming, storage, and concessions needs of the farm.
Playground	Low	The existing playground is small and caters mostly to children between the ages of 2-5, but it remains functional. There has been interest in adding additional amenities like a silo slide to supplement opportunities for children's play at the farm.
Proximity of Neighboring Facilities & Amenities	Low	The proximity of other Centennial Park facilities such as Sholem Aquatic Center and Leonhard Recreation Center as well as major park amenities like the little league baseball diamonds and youth soccer fields make any expansion at Prairie Farm a significant challenge. Only minor expansion is possible and thus, changes at the site will primarily occur within its existing 2.5 acre boundary.
Restrooms	High	Plans dating as far back as 1973 indicate the need to make restrooms available to the public. The only restroom at the farm is a single stall in the farmhouse that's utilized by staff. A portable toilet is available on site, but there are no permanent public restroom facilities and the existing farmhouse restroom is not ADA accessible.
Silo	Low	The silo that was once utilized as a slide is no longer functional for recreational purposes. Any effort to bring back the silo slide will require the addition of a structure separate from the old silo.

ANIMALS

Challenge	Priority Level	Description
Animal Sourcing	High	The animals have been leased from the same farmer for decades. While this partnership has served the Park District well in the past, a contingency plan is in the process of being developed. The Park District has the opportunity to seek out a similar partnership by leasing the animals or can explore the possibility of fostering animals, owning them, or a combination of the three.
Animal Welfare & Safety	High	The Park District follows USDA regulations and participates in both scheduled and impromptu inspections. Despite compliance with regulatory standards and routine measures to keep vandals from breaking into the facility, there are recurrent concerns for animal safety. The farm's current security—9 ft. of exterior fencing—has not been adequate to address the animals' susceptibility to harm or theft when the facility is closed.
Public Welfare & Safety	High	Fencing, staff, and warning signs are used to deter visitors from interacting with the animals in an unsafe manner; yet, there will always be some risk associated with public-animal interactions. Staff are tasked with the challenge of ensuring that visitors maintain a safe distance from the animals and engage with them in a nonthreatening manner. Proper hygiene practices are also a concern for the public. Serious infections like <i>E. coli</i> , <i>Salmonella</i> , and <i>Cryptosporidium</i> can spread between animals and humans. There are mobile hand wash stations for staff and visitors, but these are new additions to the farm and their effectiveness will need to be evaluated.
Staffing	Moderate	Attracting and retaining part-time staff who have experience working with animals is a recurring challenge. Many qualified seasonal employees are students enrolled in animal science programs who gain valuable experience at the farm, but move on to more permanent positions upon earning their degrees. Some staff return for multiple seasons, but rarely beyond a few years. The absence of a full-time Farm Manager means that institutional knowledge is not retained.

PROGRAMS & SPECIAL EVENTS

Challenge	Priority Level	Description
Covered Event Space	Moderate	The farm lacks indoor or covered event space that can be utilized in the event of rain or inclement weather. Having a space for birthday parties is of particular concern since they often involve medium-sized groups that pay in advance and are unlikely to reschedule.
Operating Season	Moderate	The farm operating season extends from Memorial Day through early August, coinciding with summer break for most schools. This window limits opportunities for expanding the farm programming and hosting seasonal events.
Program Diversity	Moderate	Prairie Farm programs cater to young children, mostly those under the age of 11. While farm-themed programs are popular with this demographic, there are opportunities to attract more visitors through diversified programming.

MARKETING

Challenge	Priority Level	Description
Branding	Low	The name "Children's Prairie Farm," though rarely used in Park District advertising and materials, can deter teenagers and adults from visiting the facility if they aren't accompanied by young children. The public entrance to the farm still advertises the facility using this title, and although the original objective of the farm was to acquaint children with animals and life on a farm, broadening the facility's scope might expand its appeal to more community members.



Figure 31 - Entrance from outside (left) & inside (right).

PRECEDENT STUDIES

The following facilities provide comparable services to their communities and offer ideas for what Prairie Farm's future could hold. Together, they demonstrate the importance of diverse programming and special events guided by a clear Mission and Vision.

Bobby Lanier Farm Park – Germantown, TN



Size: 10 acres
Operated by: City of Germantown
Hours: 6AM-9PM daily

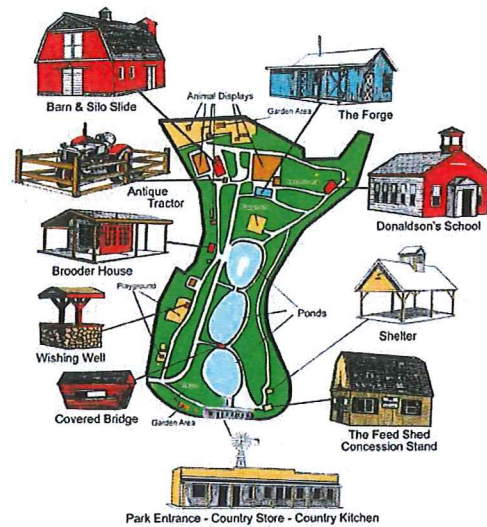
The City of "Germantown's Bobby Lanier Farm Park is a 10-acre education and demonstration center for sustainable living through agriculture and stewardship. Programs and events are free and take place at the Farm Park unless otherwise noted."³² The farm includes the Harvest Moon Pavilion, which is available for rentals, as well as community gardens, a chicken coop, and barn. It has been the site of the local farmer's market and flea market in addition to hosting field trips and group programs.

What differentiates the Bobby Lanier Farm Park from similar facilities is its emphasis on the connection between sustainability, stewardship, and agriculture. The farm teaches visitors how to produce and consume food with fewer inputs and less waste. It also offers community members a chance to invest their time and energy in the farm by contributing to the gardens and features more hobby related programs like floral arrangement.

A Master Plan for the Bobby Lanier Farm Park was created by Dalhoff Thomas Design Studio that proposed the addition of more agricultural amenities. The plan includes a kitchen garden, restored orchard, restored barns, event lawn, crop production area, and compost facility.³³

Though Prairie Farm has little room for expansion, incorporating elements of sustainable agriculture and stewardship into the site and programming is a possibility.

Fon Du Lac Farm Park – East Peoria, IL



Size: 6 acres
Operated by: Fondulac Park District
Hours: 9AM-3PM Monday-Friday (from April 15th-May 24th) & Tuesday-Sunday (from May 24th-September 2nd)

The Fon du Lac Farm Park shares many of Prairie Farm's amenities and attractions. The park "offers children a unique glimpse of what 1920's farm life was like on a Central Illinois farm. Opened in 1981 the Farm Park has become a treasured destination for families with young children. Enclosed within six acres of Neumann Park, this facility offers a variety of activities that let visitors experience a day on the farm. There are live farm animals to feed, a red barn to play in, and three ponds to enjoy. Farm Park includes a country kitchen museum, playgrounds and silo slide."³⁴

The Farm Park's petting zoo, playgrounds, silo slide, and ponds are reminiscent of amenities offered at Prairie Farm (past and present), and are similarly suited to young children. The park also offers birthday parties and special events, and is situated within a larger park system near other recreational amenities.

The Fon du Lac Farm Park surpasses Prairie Farm in its size (6 acres to Prairie Farm's 2.5), the quantity and size of its playgrounds, and the inclusion of concessions, a gift shop, and the country kitchen museum. The petting zoo also allows visitors to feed the animals for a fee and features an antique tractor, wishing well, and shelter with picnic tables. Both facilities have similar open seasons; however, the Farm Park is not usually free of charge and does not offer programming beyond special events as Prairie Farm does.

Kline Creek Farm – West Chicago, IL



Size: Part of a 200+ acre site
Operated by: Forest Preserve District of DuPage County
Hours: 9AM-5PM Thursday-Monday

The Forest Preserve District of DuPage County offers visitors the opportunity “to experience life on a working farm in the 1890s at Kline Creek Farm... Stroll through restored farmstead structures and meet the historically costumed interpreters operating this living history farm using the tools and techniques of the past. Activities and events at the farm re-create the seasonal rhythms that have governed farm life for centuries.”³⁵ At Kline Creek Farm, there is a strong emphasis on historical farming practices and animals, with programming and special events that are similarly oriented to more historical activities like dairy production, blacksmithing, canning, quilting, beekeeping, butter making, cheese making, and farm chores. Kline Creek is free to the public, with the exception of select programs.

Kline Creek Farm is also home to the Forest Preserve District’s Timber Ridge Visitor Center, where “seasonal exhibits present elements of the 1890s and the agricultural heritage of DuPage County. The center has modern restrooms, a drinking fountain, general forest preserve information and a center store where visitors can purchase beverages and snacks. Unique gifts are also available such as locally produced honey and soaps, Victoriana, children’s toys, games and books.”³⁶ The Visitor Center is located just off the Timber Ridge Trail, with connections to the Great Western Trail and Illinois Prairie Path, and is therefore highly accessible by bike or on foot.

At over 200 acres, Kline Creek is significantly larger than Prairie Farm. The focus of its programming and the quality of its amenities are guided by a clear commitment to life on an Illinois farm during the 1890s. Prairie Farm amenities have a more general reference point (the 19th century) and there is no formal commitment to providing historical experiences or programming. However, Prairie Farm could benefit from more programming for all ages like Kline Creek offers. There are also comparable opportunities for attract-

ing visitors from Centennial Park and its facilities—Sholem Aquatic Center, Leonhard Recreation Center, and Lindsay Tennis Center—through an internal park path system improving site accessibility.

Ryerson Woods Forest Preserve– Riverwoods, IL



Size: Part of a 565 acre site
Operated by: Lake County Forest Preserve District
Hours: 6:30AM-sunset daily

The Ryerson Woods Forest Preserve is home to a small farm area where visitors can see sheep, goats, and chickens along with rain gardens where butterflies and other pollinators can be spotted. The farm and gardens are not the main focus of the site; the preserve also contains the Edward L. Ryerson Welcome Center—a Platinum LEED Certified facility—that utilizes natural lighting, geothermal heating and cooling, and rainwater recycling.³⁷ This facility demonstrates how public buildings can be more innovative and sustainable by design, and offer a glimpse into possibilities for stormwater management through more intentional, environmentally-friendly infrastructure. For instance, the Welcome Center roof should last at least 50 years compared to the 15-20 year lifetime of traditional shingled roofs.

The Lake County Forest Preserve District hosts a variety of community programs and events, some of which are applicable to a more farm-themed environment. This includes Community Campfire Friday Nights, Early Summer Wildflowers, Bees and Other Pollinators, From Seed to Sprout: How Does a Garden Grow?, and Earth and Family-Friendly Vegetable Gardening. Ryerson Woods also hosts scout groups, field trips, summer camps, maple syrup hikes, and Halloween hikes. While Prairie Farm allows visitors to interact with more animals than the Ryerson farm, more diverse program and event offerings could be popular.



Size: 18.9 acres
Operated by: Glenview Park District
Hours: 9AM-5PM Monday-Saturday

Wagner Farm “is one of the last working dairy farms in Cook County and is open to the public for recreation and learning. The farm provides a unique opportunity for families to learn about our farming heritage and experience first-hand ‘the way things used to be.’ Learn about the farm’s livestock; attend seasonal special events; discover the many crops grown on the farm; explore the many interactive exhibits in the farm’s Heritage Center; learn about where the food we eat comes from.”³⁸ Wagner Farm specializes in both historic and modern farming practices, with a mission to increase understanding of local agriculture.

The farm is open year-round and consists of an interpretive exhibit space, offices, kitchen, science + milk lab, greenhouse, and two multipurpose rooms. Exhibits include an interactive silo, “Sweets & Treats” shop, 1930’s grocery store, and gift shop.³⁹ At 18.9 acres, Wagner Farm is much larger than Prairie Farm, but faces similar development challenges in that it’s land-locked with little space to expand.

Wagner Farm partners with 4-H, offers field trips for students and scout groups, and hosts the Glenview Farmers Market mid-June through late-October. Field trip topics include Moo-ving about the Farm!, From Farm to Table, Milking Cows and Pulling Plows, and Past-Port to the 20’s. Their programs include When Chores Were Done, Terrific Tomatoes, Berry Delicious Baking, and Stick a Fork in It: A Kids Cooking Series. Special events at Wagner Farm include Vet for a Day, Fall Bonfire, and previously Baconfest. Similar programs and events could shift Prairie Farm’s program focus from farm animals to life on a farm in general.

PRECEDENT IMAGES

1



A barn with restrooms can provide hygienic services as well as program and event space.

2



Hand wash stations help reduce the likelihood of animal-borne illness and disease.

3

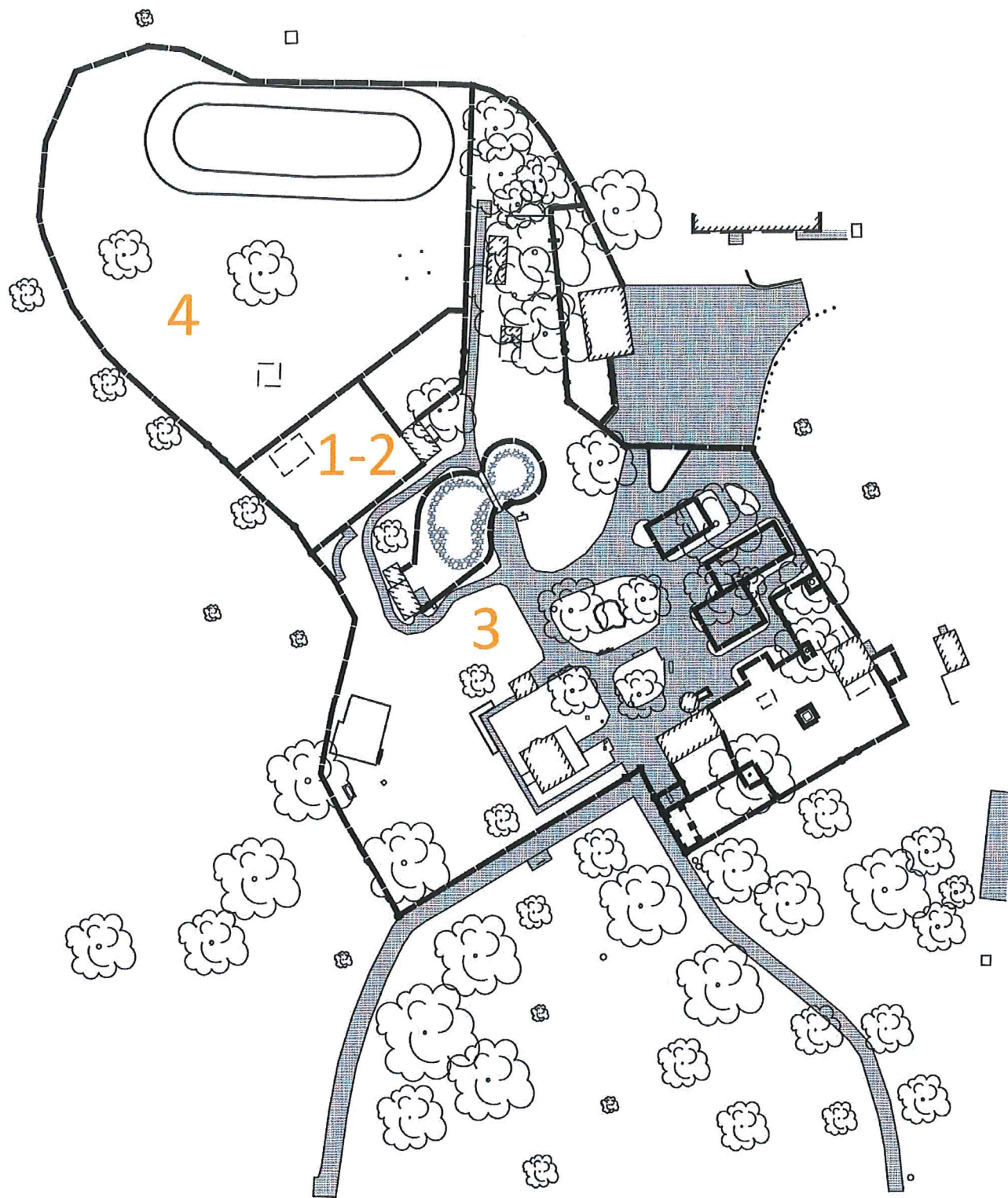


Garden plots can be used to educate visitors on food production and agricultural practices.

4



An expanded play area offers more recreation and entertainment opportunities.



RECOMMENDATIONS

Vision

Based on the feedback gathered through community and staff engagement as well as the challenges outlined in this plan, a new Vision for Prairie Farm was developed. This Vision seeks to encapsulate each of the keywords explored by staff—engage, educate, entertain, conserve—and will help guide Prairie Farm’s configuration, operation, and programs (see Figure 13).

Site & Facilities

Barn & Silo

Upgrading the barn to make the space better for programming would offer the option of bringing animals in and out as needed.

Bringing back the silo slide would be an added recreational amenity for children, particularly those who are too old for the current playground. The original silo slide lives on in the memories of many older Champaign residents and could be a popular attraction for parents and grandparents looking to share a piece of their childhood with their own families. The existing silo is unfit for converting into a slide, but a new silo could be installed elsewhere on-site.

Farmhouse

Currently, the farmhouse is used by staff for meetings, preparing for programs, and as a small office space. It is proposed that the farmhouse remain as a staff-only space. The interior of the farmhouse is too small for general program needs and opening the farmhouse to the public would require significant interior and exterior updates. There is currently one small restroom within the farmhouse and it is proposed that it be upgraded to an accessible restroom.

Parking

There are two existing parking lots within Centennial Park near Prairie Farm. The lots are of similar square footage, but the lot to the east is designed to accommodate two rows of parking, whereas the lot to the west only accommodates one row of parking. There are currently 19 parking spaces in the west lot, but with some modifications, the lot could accommodate 33 spaces without drastically changing the overall footprint of the parking area. The existing condition of the west lot is poor. It is recommended that the lot be renovated and expanded to allow for a second row of parking. Expanding the parking will be beneficial not only for Prairie Farm, but for other program areas in Centennial Park such as the sled hill and ballfields.

Engage

- Captivate the community through fun, interactive programs and events
- Provide inclusive recreational experiences for visitors of all ages and abilities

Educate

- Acquaint visitors with life on a farm through farm themed programming and contact with domesticated animals
- Offer opportunities for visitors to learn about Midwest agricultural practices and history

Entertain

- Attract community members through unique and innovative activities
- Sponsor memorable experiences that will long be associated with Prairie Farm and the Park District

Conserve

- Promote sustainable practices in agriculture through demonstration of low input farming methods
- Employ environmentally-friendly and financially-sound operational techniques

Figure 32 - Prairie Farm Vision.

Barn & Restrooms

Prairie Farm does not have covered space for programming or visitors, and in inclement weather there is no contingency space for programming or rentals. Building a barn with several large doors will create a space that has an indoor/outdoor pavilion feel but with the flexibility of closing off the elements to continue programming or rentals in severe weather. A more enclosed barn will also allow rentals to occur while Prairie Farm is open to the public. Currently, rentals are scheduled outside of public access hours, with birthday parties and group tours only available from 11:30AM-1PM. This 1.5 hour window could be increased by as much as 7.5 hours, greatly improving chances for rentals and the revenue they generate.

The proposed barn structure is approximately 1700sf, with an interior open space large enough to accommodate around 50 people. There is enough storage proposed to house the contents of the craft barn and to store tables and chairs. A small concessions area will be publicly accessible from the exterior of the barn and accessible from the interior for programs/rentals. This will create more opportunities for revenue as well as new amenities for prospective rentals. Three ADA restrooms are also proposed to the barn. Two shall be accessed via the exterior of the barn so that patrons can utilize them while the interior is used for rentals or programming. The restrooms will encourage pa-

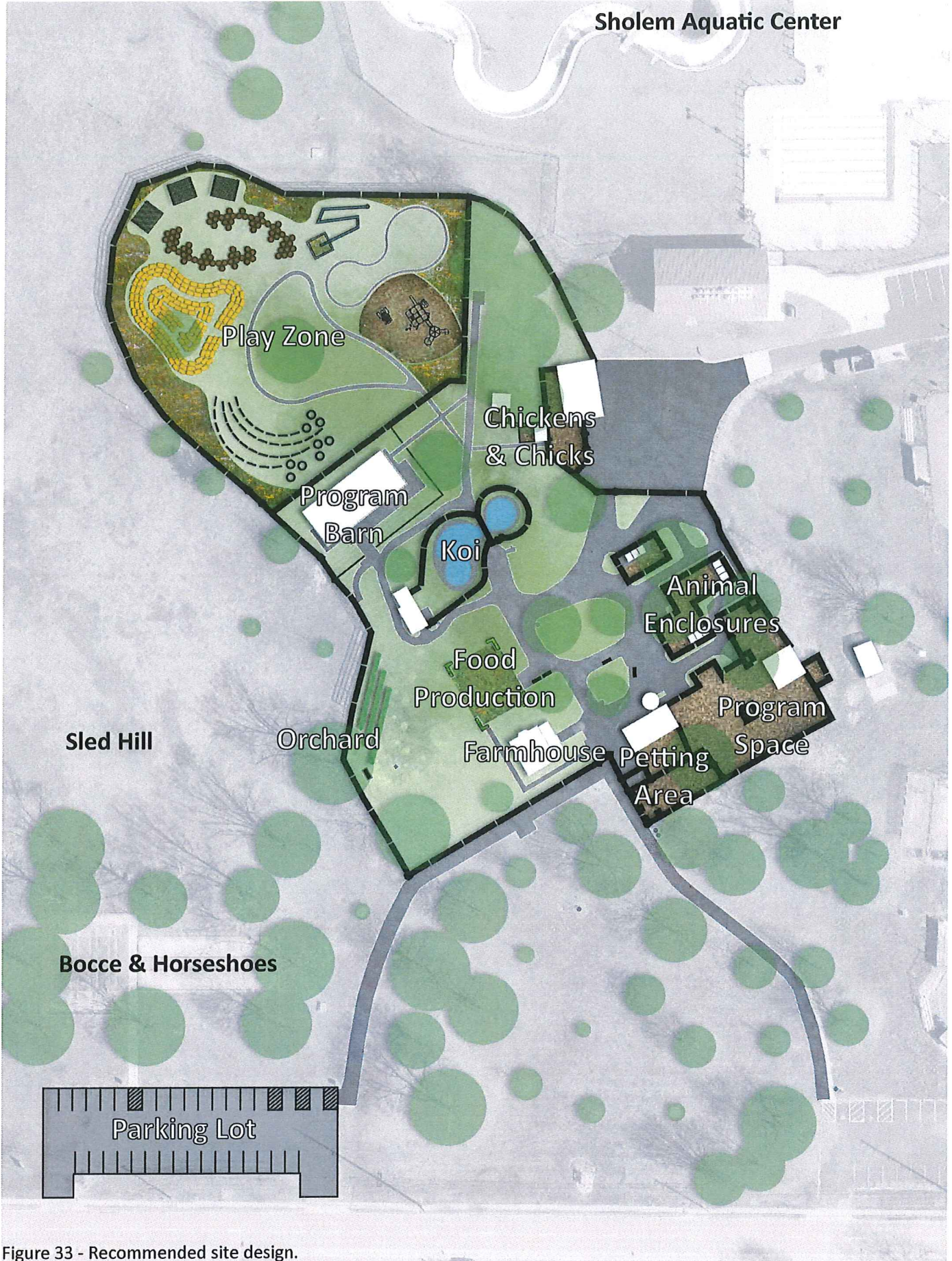


Figure 33 - Recommended site design.

trons to linger at the farm and provide plumbing for adequate handwashing. They will also be a desirable amenity for rentals. In order to construct a facility with plumbing and electricity, upgrades to the utilities servicing the site will be required.

Animal Program Space

It is proposed that the enclosure which currently houses donkeys and miniature horses be repurposed for program space. Both donkeys and miniature horses will be difficult to acquire with the proposed sourcing scheme. However, having an enclosure which does not permanently house animals offers flexibility for programming where patrons can interact with the animals such as goat yoga. The space gives more opportunities for revenue-generating programming while simultaneously leaving the remainder of the farm open to patrons.

Trolley Barn

The trolley barn is currently used to house the llama. It is proposed that a llama will no longer be one of the animals showcased at Prairie Farm. As a result, the trolley barn is proposed to be repurposed as a general storage area and house animals in need of quarantine. In the event that an animal is in need of veterinary care, the existing stalls can be utilized to temporarily house animals.

Craft Barn

It is proposed that the craft barn, which is primarily used for storing program materials, be demolished. The structure is small and in need of a new roof. Storage will be recouped within the newly constructed barn. Demolishing the craft barn will also open up the circulation and create a better connection to the open space west of the farmhouse.

Hay Barn

The hay barn will be demolished to make room for the larger barn and restrooms. Animal feeds and supplies will be housed elsewhere on-site. The hay barn was primarily used for storage for the feed of the horses and cows, but as it is proposed to no longer house horses and cows, the main need for the hay barn is lost.

Animal Programming Space

As the variety of species and number of animals are proposed to be reduced, it is recommended that the enclosures which previously housed miniature horses and donkeys be repurposed as a program space. The area could be used for programs like goat yoga or as an interactive zone for rentals.

Fencing

The majority of the fencing is proposed to remain. However, fencing can be reduced where animal enclosures will no longer be needed. Fencing proposed to be removed in-

cludes what is currently around the cow enclosure and a portion of the fencing around the llama enclosure.

Planting

In order to integrate additional agricultural features into Prairie Farm, it is proposed that more food production be incorporated into the landscape such as pumpkins and dwarf apples. On-site food production provides opportunities for teaching visitors about aspects of farming other than livestock. When combined with existing animal-based programs, this offers a more complete picture of life on a farm and fosters an appreciation of both flora and fauna.

Repurpose the Horse Enclosure

As the sourcing for animals transitions, it is proposed that Prairie Farm no longer house horses. Horses cannot be acquired at the local animal auction and since they require more space than other farm animals, freeing up the horse enclosure offers the opportunity for that space to be better utilized. The space can house more engaging amenities; specifically, the proposed children's play area. This play area will serve children of a wider range of age and ability than the existing playground does, and the diversity of play components will encourage visitors to spend more time at the farm. It is proposed that the new play area consist of a playground, tractor pull course, water play feature, log climb, lean-to structures, a tot hay bale maze, and a tire crawl.

Playground

The existing playground is small and limited to tots. The playground is proposed to be demolished and its replacement will be located within the new children's play area. There are many vendors who furnish farm themed playground equipment, including silo type slides.

Animals

Sourcing

The Park District has the opportunity to contract with multiple farmers for animals, purchase the animals directly at auction, foster them, or pursue a combination of these options. Purchasing the animals will require purchasing a stock trailer, but offers the most control over the number, species, breed, sex, color, and health of the animals. It also provides more certainty regarding animal availability and the costs of caring for them. At the end of the season, the Park District would have the option of selling the animals or keeping them if the facility open season is expanded.

Fostering or contracting for animals would require more coordination and less certainty regarding what animals can be obtained and the associated costs. Given these limitations, it is recommended that all animals be acquired at auction. However, it's important to recognize that the path taken for securing animals might change as the success of



Figure 34 - Site design detail plan.

these options and changing needs at the farm are realized. Staff should remain open to the idea of pursuing different opportunities as needed.

Variety

The variety of animals at the farm has depended in large part on what animals the contracted farmer has arrived with each year. At times, the farm has housed animals with significant care requirements that have been a burden for staff. It is recommended that the animals with the highest care requirements—horses, miniature horses, cows—as well as those that are not representative of a traditional farm—peacocks, llamas—be excluded from the farm. This will permit staff to dedicate more time and energy to animals that have more reasonable needs as well as other proposed amenities like the children’s play area. Animals that are recommended include the Nigerian dwarf goats, Boer goats, sheep, pigs, chickens, rabbits, and koi fish.

Animal Welfare & Safety

Proposed measures to address concerns over animal welfare and safety include housing fewer animals, housing only animals that have reasonable care requirements (i.e. aren’t prone to significant health concerns), and the addition of more secure enclosures for the animals at night to deter those looking to harm or steal the animals.

Efforts to house fewer animals and only those with reasonable care requirements go hand-in-hand and offer the opportunity to provide each animal with more space. In turn, having more space for the animals should open up possibilities for making more secure enclosures.

Public Welfare & Safety

Efforts to reduce the possibility of illness in both animals and the public should remain a high priority, including the use of hand wash stations and informative signage. To help prevent the spread of disease, the CDC recommends that those working with animals on display “provide stations

for handwashing at the exits of animal exhibits, including some that are low enough for children to reach... [and] provide signs for guests on when and how to wash their hands, where people can eat, and areas for the animals. Use plain language and pictures.”⁴⁰ Seven states legally require hand sanitation stations at animal contact exhibits, most of which also require posted signage recommending sanitation and/or indicating the associated health risks.⁴¹ Prairie Farm is in the process of taking similar measures to reduce the likelihood of any animal related illness. A hand wash station was made available late in the 2019 season along with hand sanitizer stations and signs recommending their use. As this is a new addition, staff should evaluate whether the hand wash stations and signage meet the needs of the farm and are effective in safeguarding public health.



Figure 35 - Current hand wash station and signage set-up.



Figure 36 - Site design detail plan.

Programming & Special Events



Operating Season

With new opportunities for animal sourcing, it's recommended that the facility open season be extended. The farm can capitalize on hosting the animals longer as well as new possibilities for rentals, events, and programs. An extended operating season also allows school groups to make a trip to the farm; whereas, the current season ends before many schools begin fall classes.

The proposed open season will extend from April through October, with reduced hours in the months outside of the farm's traditional open season.

Staffing

The creation of a full-time Farm Manager position is recommended. Having a full-time Farm Manager would help in retaining institutional knowledge, particularly when it comes to the new animal sourcing process and animal care requirements. Transitioning to a longer operating season would also be more seamless with the help of a full-time employee to handle the day-to-day needs and challenges at the farm. Relying on only part-time employees, particularly in the spring and fall, poses the risk of losing employees, many of whom are students, to academic responsibilities or other employment opportunities.

Program Innovation

Program innovation is one way the farm can transform both its utility and popularity as a public facility. Expanding the children's programming to include more than animal-themed programs might attract children of a wider age range and diminish the farm's image as solely a petting zoo. Programs could include:

- Vegetable gardening and preparation
- Farm chores
- Pollinators
- Composting
- Veterinary care

There are also many opportunities for adult programming at the farm such as:

- Canning
- Quilting
- Vegetable gardening and harvesting
- Beekeeping
- Food dehydration
- Garden to Table classes
- Goat yoga
- Miscellaneous agricultural classes

Additionally, expanding the Friends of the Farm program to include more than just animal adoptions or providing less expensive options again (currently set at \$50 per animal) could boost adoption numbers. Adopters could pay less for adopting a chicken, for instance, than a pig since they're cheaper to house and feed.

Flexibility in program offerings will be key in upcoming years as staff work out what programs are most popular and best suited to Prairie Farm's new Mission and Vision.

Special Events

Special events catering to community members of all ages throughout the year could also help separate Prairie Farm from its image as only a children's facility. Seasonal activities like pumpkin carving or scarecrow making could attract participants of any age, while other special events like winter carriage rides or prairie lights might continue to attract families with young children, but offer event opportunities beyond Prairie Farm's traditional open season. Many of these events can have a farm theme without requiring animals, which could help offset the costs of operation.

Hosting scout events and field trips would also draw more small groups to the farm and could set the stage for working with the same groups over the course of many years. Again, an expanded farm season would help draw these groups to the farm.

Sales & Concessions

Though Prairie Farm does not have a gift shop or store, revenues could be supplemented through the regular sale of snacks and beverages through the barn's concessions stand. In the fall and winter, other sales could be hosted at the farm such as pumpkin, mums, Christmas tree, and/or wreath sales. Sales could be recurring or one-time events.

Partners & Sponsors

Partnerships offer the possibility of securing program funds or amenities without utilizing tax support. Program partners could include the 4-H, Illinois Farm Bureau, FFA, USDA, and more. Likewise, companies like Case IH, John Deere, and others specializing in agricultural products or equipment might be willing to become involved as sponsors of Prairie Farm programs, events, and amenities that align with their areas of specialty.

Marketing

Photo Stations

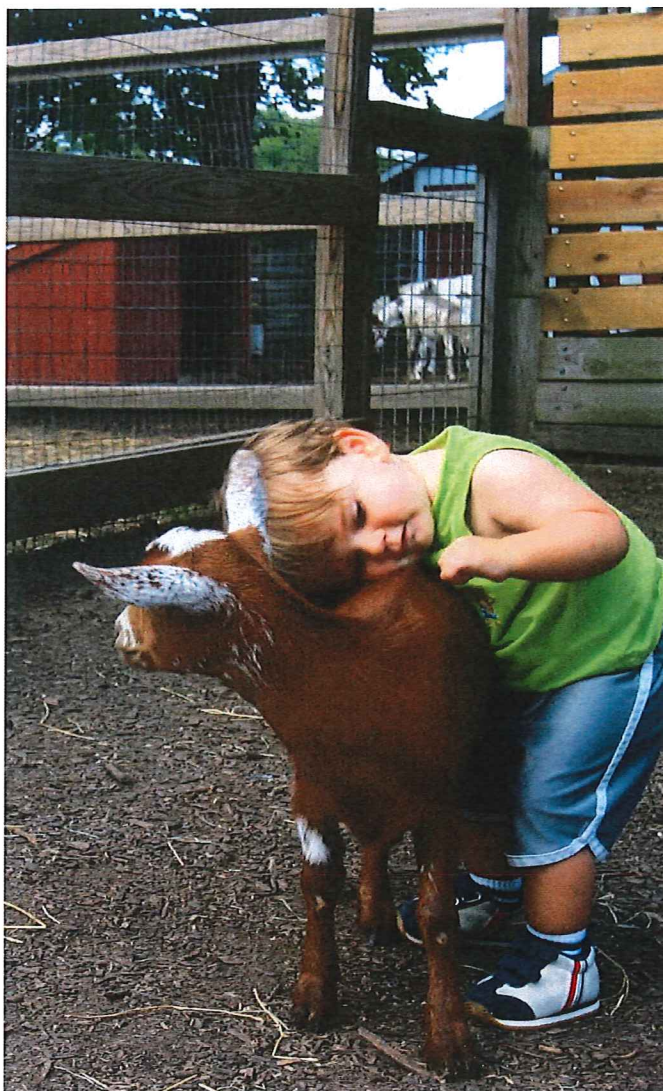
Photo stations offer an opportunity to increase the farm's online presence through visitors' photos and social media posts. Stations exhibiting Prairie Farm's name or logo would be especially helpful in advertising the farm when shared through social media.

Rebranding

Changing the facility name from the "Children's Prairie Farm" to "Prairie Farm" would help make the facility better suited to community members of all ages. While the farm is primarily referred to as just "Prairie Farm," this switch would mean replacing the sign at the entrance of the farm.

Social Media

In the spring of 2019, a cohort of Recreation, Sports, and Tourism students from the University of Illinois conducted a social media analysis looking at trends in posts that featured Prairie Farm. The students examined posts from Instagram, Facebook, Google Reviews, and Yelp. From Instagram, they noted that the most photographed animals were the goats and miniature horses, and most posts were made by women. From Facebook, the students noted that the facility had 4.3/5 stars despite lacking an official Facebook page. A significant finding from the combined reviews of Google and Yelp was that 28% of reviewers mentioned the farm's free admission and many mentioned children and family⁴². The students argued for official Prairie Farm social media pages, and given their findings, it's likely that pages specific to the farm would boost online marketing. Many similar facilities have Facebook pages or Instagram accounts for posting event and program information, allowing users to check-in, and regularly encouraging followers to make a trip to the farm.



REFERENCES

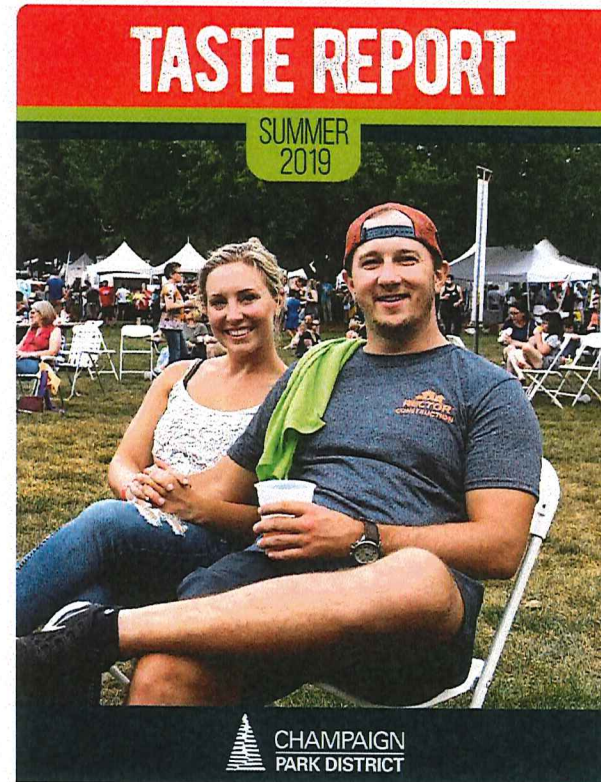
- Bell et al. (2019). *Prairie Farm Comprehensive Report University of Illinois Urbana-Champaign*. Urbana-Champaign: RST 441.
- Centers for Disease Control and Prevention. (2019, June 11). *Healthy Pets, Healthy People*. Retrieved June 19, 2019, from https://www.cdc.gov/healthypets/specific-groups/stay-healthy-animal-exhibits.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fhealthypets%2Fspecific-groups%2Fcontact-animals-public-settings.html
- Centers for Disease Control and Prevention. (n.d.). *Menu of State Hand Sanitation Laws for Animal Contact Exhibits*. Retrieved June 19, 2019, from www.cdc.gov: <https://www.cdc.gov/phlp/docs/menu-animalsanition.pdf>
- Champaign Park District. (1964, December 10). Champaign Park District Minutes of a Regular Meeting of the Board of Park Commissioners.
- Champaign Park District. (2014). *Champaign Park District Public Perception Survey*. Champaign: Champaign Park District.
- Champaign Park District. (2015). *Annual Budget FY 2015/2016*. Champaign: Champaign Park District.
- Champaign Park District. (2018). *Champaign Park District Facility Report Card*.
- Champaign Park District. (2018). Program Guide: explore!
- Champaign Park District. (2019). *Annual Budget FYE 2019*. Champaign: Champaign Park District.
- City of Germantown. (2019). *The Farm Park*. Retrieved August 12, 2019, from <https://www.germantown-tn.gov/play/parks-and-recreation/the-farm-park>
- Dalhoff Thomas Design Studio. (n.d.). *Lanier Farm Park*. Retrieved August 12, 2019, from <http://www.dt-designstudio.com/lanier-farm-park>
- etc Institute. (2012). *2011-2012 Community Needs Assessment Survey*. Olathe, KS: etc Institute.
- Fon Du Lac Park District. (2018). *Fon du Lac Farm Park*. Retrieved May 14, 2019, from <https://www.fondulacpark.com/facilities/fondulac-farm-park/>
- Forest Preserve District of DuPage County. (2019). *Kline Creek Farm*. Retrieved May 14, 2019, from <https://www.dupageforest.org/kline-creek-farm#farmstead>
- Glenview Park District. (2019). *Historic Wagner Farm*. Retrieved May 14, 2019, from <https://www.glenviewparks.org/historicwagnerfarm/>
- Lake County Forest Preserve District. (2019). *Lake County Forest Preserves*. Retrieved June 20, 2019, from <https://www.lcfdp.org/ryerson/welcome-center/>
- Madden, K., & Schwartz, A. (2000). *Public parks, private partners : how partnerships are revitalizing urban parks*. New York, NY: Project for Public Spaces.
- Office of Recreation and Park Resources. (2017). *Champaign Park District Community Survey*. University of Illinois at Urbana-Champaign.
- University of Illinois Department of Architecture. (1973). *children's prairie farm champaign park district: the house*. Architectural Program.



CHAMPAIGN
PARK DISTRICT

2019 Taste of CU Report

- Location: West Side Park
- Date: Friday, August 16-17, 2019
- Time: Friday 5:00-11:00p & Saturday 11:00a-11:00p
- Estimated Attendees:
 - 2019-22,000 people
 - 2018-31,000 people



Event Overview

2019

- Total Ticket Sales: \$120,000
- Beer Sales: \$28,241
- Donations: \$5,804
- Sponsorship: \$21,500
- Projected Net Value: \$2,669.70
- 26 Food Vendors, 30 Artist, 39 Non-Profit, 7 Corporate Sponsors
- Patrons purchased a sheet of 5 tickets for \$5; each ticket was \$1

2018

- Total Ticket Sales: \$116,751
- Beer Sales: \$26,547
- Donations: \$6,715
- Sponsorship: \$12,000
- Projected Net Value: \$2,107
- 30 Food Vendors, 27 Artist, 27 Non-Profit, 3 Corporate Sponsors
- Patrons purchased a sheet of 5 tickets for \$5; each ticket was \$1

Sponsorship

2019

- Central Illinois Bank: \$10,000
- Illinois American Water: \$6,000
- City of Champaign: \$5,500

2018

- Central Illinois Bank: \$6,000
- Illinois American Water: \$5,000
- i3Broadband: \$1,000



Top Vendor Sellers

2019

- The Snack Shack; Savoy, IL-\$6,986
- Support Our Senior Veterans Inc; Heyworth, IL-\$6,450
- Chester's BBQ; Champaign, IL-\$5,526

2018

- Support Our Senior Veterans Inc; Heyworth, IL-\$8,909
- The Snack Shack; Savoy, IL-\$7,627
- Wood'n'Hog BBQ; Champaign, IL-\$5,857



Kids Zone

- Quad Jumper-New!
- Joyful Bubbles
- House of Bouncers inflatables.
- Touch a Truck
- Face Painting
- Community Vendors: Orpheum Children's Science Museum, HMD Academy, YMCA, U of I Lacrosse Team, U of I Infant & Child Development Lab



Pie Run



- Location: West Side Park
- Date: Saturday August 17th
- Time: Race began at 10:30am
- Participants:
 - 2019-125
 - 2018-120

Volunteers

2019

- Total Volunteers: 130
- Total Volunteer Hours: 430.5
- Volunteer Jobs: Ticket Tent, Volunteer Table, Vendor Check-In, Vendor Loading Attendant, and Beer Tent
- Entrance Monitor Groups: CU @ Home

2018

- Total Volunteers: 170
- Total Volunteer Hours: 978
- Volunteer Jobs: Ticket Tent, Volunteer Table, Vendor Check-In, Vendor Loading Attendant, and Beer Tent
- Entrance Monitor Groups: CU @ Home, Junior League, and Birthright of CU



Survey Results

- Vendor Results: *“This was our first year participating and despite having a successful weekend and great weather. Our team was very impressed with Champaign Park District team/ staff/ volunteers and interns.” “I enjoyed this layout the most out of any in the past.”*
- Event Rating/Location: 80% of responses in the *Good to Excellent* category
- Concerns and Comments: Mostly positive with additions to family area/kids zone, layout, and variety of food vendors
- Areas of Improvement: Better location for community corridor, additional activities for older patrons to participate in. (Bags tournament and other adult games and activities.)

DAY CAMP REPORT

SUMMER
2019



CHAMPAIGN
PARK DISTRICT



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: December 5, 2019

SUBJECT: 2019 Summer Day Camp Report

Introduction

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

Background

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

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

Most camps ran for ten (10) weeks beginning the last week of May through the first week of August. Leonhard Day Camp ran eleven (11) weeks and ended the second week of August.

In addition to providing a necessary service to the community, camp programs also provide a multitude of first time opportunities and introductory services for participants and staff. Mini class sessions allow camp staff to cross sell other District programs for continued patronage throughout the year.

Summer 2019 Overview

Leonhard Day Camp:

This was the sixth year for camp to be held at the new Leonhard Center and we continue to make improvements every year. With a weekly average of 122 (*slightly down from 2018 at 127*) kids in attendance each week, it made for a busy facility also combined with residents taking advantage of their memberships to enjoy the walking track, weight room and large indoor playground area. Staff worked really hard to keep the campers engaged and busy with field trips to places like Orpheum Children's Science Museum, Prairie Farms, Skateland, Pottery at Springer Cultural Center, Prairie Fruits Farm and Creamery, Old Orchard Bowling Alley, various CPD parks and had some real success working with the U of I Extension Office and U of I Extension Master Gardening. This camp is more of a traditional camp and had themed weeks to peak interest and add variety to the weekly lesson plans. Staff are already working on ideas and themes for 2020.

Douglass Day Camp:

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.

Douglass staff planned a variety of activities that exposed campers to new and different things that they might not have experienced before such as visiting Monkey Joe's in Peoria, participating in sports they may have never have played, and creating healthy snacks with Illinois Extension. Douglass camps work cooperatively with the City of Champaign to provide free camp to youth in specific neighborhoods in Champaign through the CommUnity Matters grant program. Over the summer, Douglass received funding to offer twenty eight (28) spots per week for campers ages 6-11.

Campers Explore Camp:

Over the summer, Douglass hosted ten (10) weeks of Campers Explore camp which focuses on Science, Technology, Engineering, Arts and Math (STEAM) for finds in grades 3-6. Sessions offered this year included: Biology, Kitchen Creations, Maker Girl, Engineering, Gymnastics, Physics, Inventions, and the 4 elements. Campers Explore camps have fewer available spots than others to allow for a more intimate learning environment.

Creative Kids – Springer Cultural Center:

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

CUSR – FKO and Camp Spirit:

Camp Spirit and FKO camp were both hosted at Franklin STEAM Academy. We occupied 6 classrooms total and had access to the gym and cafeteria. Staff were split into two shifts daily, 7:30am-12:30pm and 12:30pm-5:30pm. With the split shift it allows for staff to come back to camp each day refreshed or they can pick up shifts for other staff members who have a conflict and cannot come in. With the separation in the day, it also helps minimize behaviors and start fresh with behavior and discipline. Camp spirit went on a lot of field trips like the other camps including the Planetarium, Old Orchard Lanes, Kickapoo State Park, Common Ground and many more. Our FKO camp did not go on as many field trips this year as the need for 1:1 assistance was much higher than previous years. They did take an all day trip to the Bloomington Discovery Museum with the pool following after! Twice weekly, FKO would attend Sholem Pool as well. We combined our fundraiser into one big event featuring the carnival and bake sale.

Attendance

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

Season	2014	2015	2016	2017	2018	2019
Location						
CommUnity Matters	300	211	169	130	205	239
Creative Kids	288	537	627	637	752	668
CUSR-FKO	252*	112	149	143	137	123
CUSR-Spirit	252*	111	175	203	202	160
Douglass Day Camp	294	387	445	398	409	328
Campers Explore	N/A	N/A	N/A	N/A	74	75
Girls Explore	N/A	101	108	88	12 (1 week)	N/A
Leonhard Day Camp	1609	1434	1268	1235	1197	1225
Leonhard Teen Camp	N/A	N/A	134	116	127	116
CommUnity Matters Campers Explore	N/A	N/A	N/A	N/A	N/A	16
Garden Hills	N/A	N/A	N/A	N/A	17	25

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

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

Community Partners

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

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

Food Programs

The Champaign Park District works closely with Champaign-Urbana Public Health District (CUPD) and Champaign Unit 4 Schools to provide food to youth during the summer. CUPD provides snacks to Leonhard and Creative Kids Camps. Champaign Unit 4 Schools provides breakfast and lunch to Douglass camps and community youth as a part of a federal grant program that specializes in providing out of school time meals to youth (18 and under) in low-income areas. This summer, there were a total of 4,750 (breakfast/lunch) snacks provided at Creative Kids Camp, 11,110 snacks (breakfast/lunch) provided at Leonhard Day Camp, 3,892 meals served at Douglass Camps and 219 meals served to community youth at Douglass Community Center.

Budget Impact

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

Creative Kids – SCC (10 weeks)	Leonhard Day/Teen Camps (11 weeks)
\$80,712.97 Revenues	\$163,430.00 Revenues
<u>\$54,391.66</u> Expenses	<u>\$157,757.00</u> Expenses
\$26,321.31 Net	\$5,613.00 Net
Douglass Camp (10 weeks)	Campers Explore Camp (10 weeks)
\$50,512.00 Revenues	\$16,163.00 Revenues
<u>\$55,246.00</u> Expenses	<u>\$15,431.00</u> Expenses
(\$4,734.00) Net(Deficit)	\$732.00 Net
CUSR Camp Spirit	CUSR For Kids Only (FKO)
\$20,902.00 Revenues	\$13,534.00 Revenues
<u>\$53,675.93</u> Expenses	<u>\$48,296.31</u> Expenses
(\$32,773.93) Net	(\$34,762.31) Net(Deficit)

Scholarship

District scholarships were awarded in the following amounts:

- Douglass Camps- \$4,701 (**\$6,178.00 in 2018**)
- Creative Kids: Springer Cultural Center-\$3,369.00 (**\$5,176.00 in 2018**)
- FKO/Camp Spirit - \$2,963.00 (**\$1,660.50 in 2018**)
- LRC Camp - \$15,280.00 (**\$10,218.00 in 2018**)

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.

Monetary and In-Kind contributors

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

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

Prepared by:

Reviewed by:

Day Camp Committee

**Jameel T. Jones
Director of Recreation**

Sholem Aquatic Center



CHAMPAIGN
PARK DISTRICT

2019 Season Report



General Overview

- 101 day season
- 69,128 visitors
- 3 exceeded lifeguard audits
- 61 lifeguard rescues
- 27 rentals
- 2,065 pass holders
- 1,132 registered for aquatic programs

Summer Events

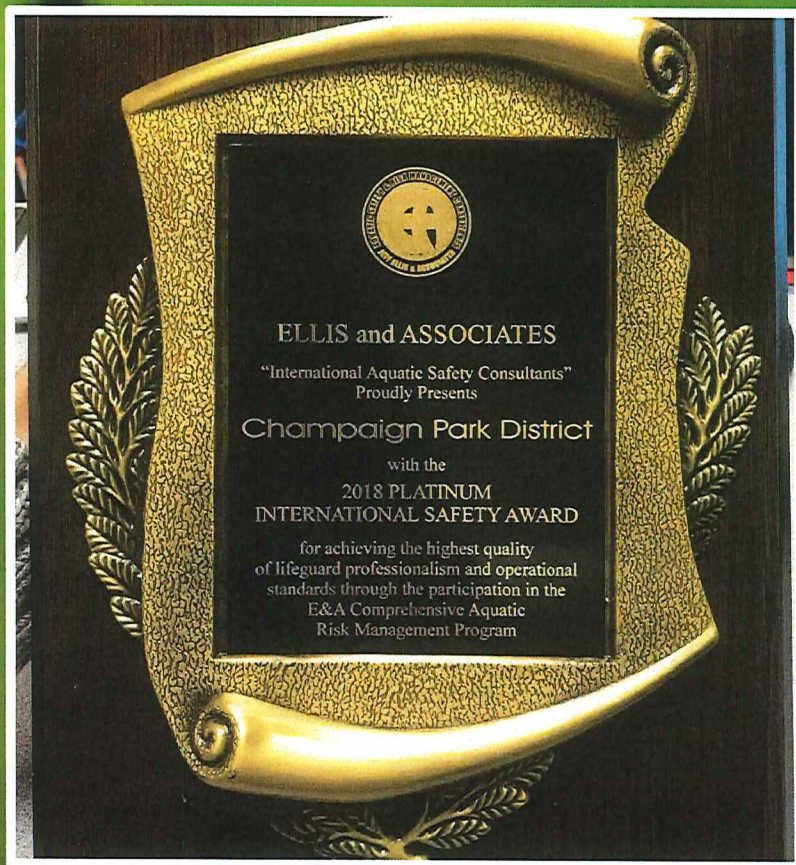
- Sholem hosted several successful events:
 - Opening weekend Memorial Day celebration
 - Father's Day celebration
 - Splish Splash Water Safety Bash
 - 4th of July celebration
 - Sensory Friendly Pool Day
 - Senior Swim Day
 - Two movie nights
 - Adult swim night
 - Ninth annual Cardboard Cup event
 - Central Illinois Swim Conference Meet

Attendance Records

Day of the Week	Daily Attendance	Pass Holder Visits	Total Attendance
Monday	6,230	2,227	8,457
Tuesday	7,691	2,533	10,224
Wednesday	7,148	2,209	9,357
Thursday	7,252	2,330	9,582
Friday	8,459	2,354	10,813
Saturday	9,629	1,835	11,464
Sunday	7,584	2,212	9,796

Attendance Records Cont'd.

Entry Type	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Lap Swim	24	256	115	178	52	89	128	285	196	196
Daily Admit R	10,874	13,385	15,148	17,748	17,932	14,333	14,191	23,109	25,814	25,363
Daily Admit NR	6,698	8,442	6,111	5,552	5,425	3,826	3,958	7,514	9,235	10,601
Tiny Tots	412	1,366	952	2,188	791	660	1,385	1,391	720	631
Under 3 Free	3,043	4,572	4,224	5,790	571	198	7,146	2,659	3,166	2,657
Free Admit	3,319	1,575	1,257	1,400	856	17	644	1,213	753	1,049
CPD Groups	3,929	4,398	2,547	2,776	2,993	3,045	2,158	1,203	951	1,187
Community Groups	-	294	1,109	972	1113	570	491	1,633	3,071	2,230
Twilight	12,724	4,579	4,760	8,720	3734	3,975	5,272	7,329	6,864	5,320
Passholder Visits	15,700	20,118	17,596	21,836	20,595	19,826	20,397	28,505	31,358	36,128
\$4 Friday	8,380	9,337	8,172	6,838	5,012	3,648	5,913	6,144	N/A	N/A
Urbana Passholders	86	105	115	34	46	63	167	N/A	N/A	N/A
Program Visits	7,945	10,877	7,474	14,826	5,689	871	12,190	N/A	N/A	N/A
Military/First Responders	278	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Visits	73,412	84,883	71,846	88,858	64,796	51,121	74,040	80,985	82,128	85,362



This year's lifeguard staff received an "Exceeds" on all three unannounced Ellis and Associates (E&A) audits, not missing a single available point on any of the three audits (making this 3 years straight without a single point missed). Due to this, the 2019 lifeguard staff is eligible to be awarded the rank of "Platinum Staff". The top 16% of E&A facilities were awarded this rank for the 2018 season, making this an honor to be very proud of.

Sholem lifeguard staff successfully rescued 61 patrons this summer. 48% of this season's rescues were for children ages 6-12, and 48% were for children ages 0-5.

Budget Figures

	2019	2018	2017	2016	2015	2014	2013	2012
Season Ticket Sales	\$127,260	\$111,865	\$110,620	\$109,210	\$108,180	\$114,323	\$129,335	\$173,471
Daily Admissions	\$278,380	\$246,473	\$235,747	\$204,530	\$225,750	\$161,145	\$166,626	\$269,469
Rental Sales	\$12,530	\$10,762	\$10,900	\$10,000	\$10,866	\$10,564	\$12,234	\$10,112
Program Fees	\$68,170	\$57,607	\$48,000	\$45,460	\$43,106	\$38,057	\$49,828	\$46,369
Staff Uniform Cost	\$10,070	\$9,000	\$7,441	\$12,931	\$4,664	\$4,359	\$1,674	\$2,435
Staff Training/Audits	\$12,320	\$11,960	\$12,000	\$11,765	\$10,568	\$11,952	N/A	N/A
Building Maint. Supplies	\$15,970	\$15,500	\$18,078	\$6,702	\$9,111	\$12,917	\$11,053	\$14,634
Building Repair	\$19,140	\$18,000	\$22,700	\$26,804	\$18,349	\$6,609	N/A	N/A
Cleaning Supply Cost	\$1,570	\$1,500	\$1,750	\$1,000	\$3,039	\$4,059	\$3,739	\$3,094
Chemical Cost	\$35,020	\$34,000	\$34,000	\$33,623	\$30,522	\$18,654	\$19,184	\$25,898
Program Supply Cost	\$4,630	\$5,000	\$3,770	\$6,000	\$575	\$961	\$896	\$4,362
Landfill Fees	\$850	\$820	\$1,825	\$1,820	\$1,519	\$1,266	\$3,042	\$1,566
Sanitary Fees	\$2,340	\$2,270	\$2,600	\$4,500	\$829	\$1,192	\$5,588	\$1,833
Gas & Electricity	\$62,830	\$61,000	\$64,734	\$75,000	\$28,612	\$44,937	\$31,768	\$50,497
Water	\$28,840	\$24,779	\$30,700	\$27,733	\$11,330	\$14,424	\$26,562	\$37,827
Total Staffing Payroll	\$378,265	\$378,488	\$363,187	\$380,959	\$277,159	\$258,603	\$285,731	\$248,110
Net	(\$85,505)	(\$135,610)	(\$150,715)	(\$219,637)	(\$8,465)	(\$55,844)	(\$74,326)	\$94,212

Public Feedback

- Positives:
 - Cleanliness
 - Lazy River
 - Sprawling Layout
 - Friendly Staff
 - Skilled Lifeguards
- *"You have the best lifeguard staff!"*
- *"I can't speak highly enough about the lifeguards at Sholem! Other pools lifeguards I don't feel we're adequately monitoring the pools, but we always felt our kids were well watched at Sholem!"*
- *"We love that we can take our 21 month old swimming at Sholem and she loves it! The life guards are very observant and keep things safe."*

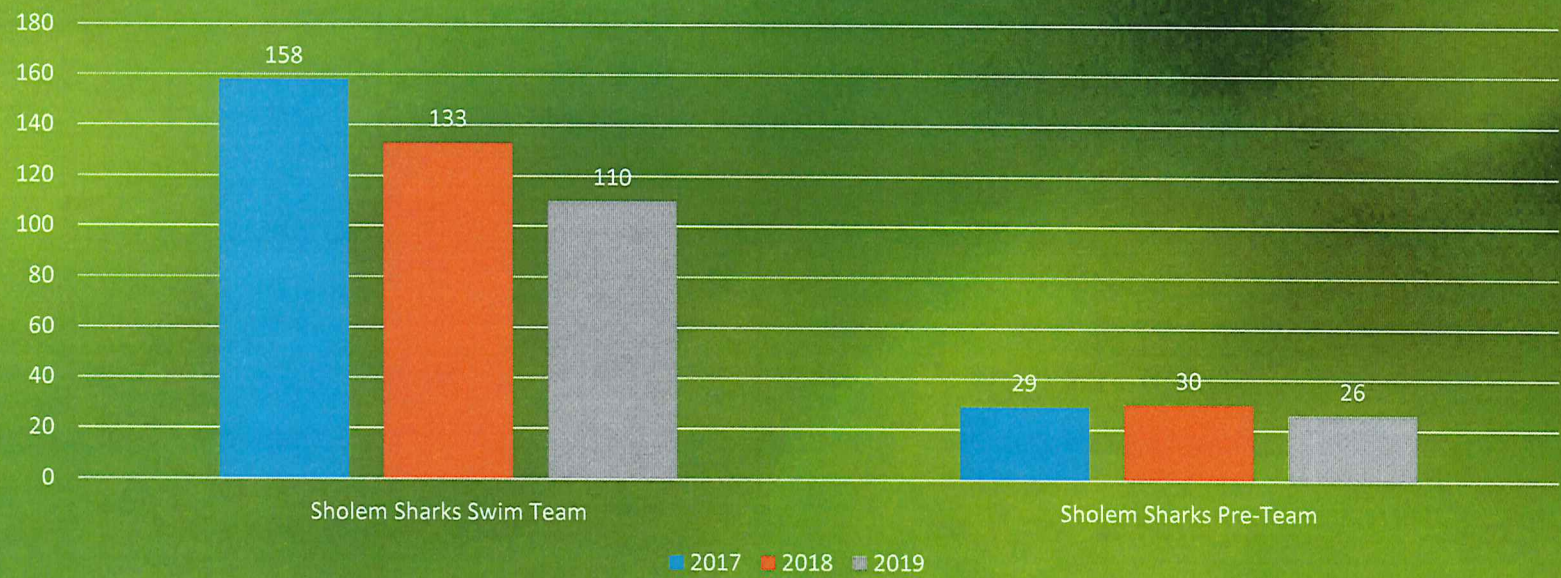
Public Feedback Cont'd.

- Negatives:
 - Closures
 - Limited Seating
 - Limited Shade
 - Lack of Activities for Teens

Swim Lessons Growth



Sholem Sharks



Program Trend Notes

- Swim Lessons: Group swim lesson registration was up this year compared to last year, but was still right around where we would expect. There was an increase of 9 private lessons from 2018 to 2019, which is amazing as we thought last year was higher than we could achieve this year. Parents enjoy the direct instruction time and the flexibility of the scheduling.
- Swim Team: We saw a dip in registration take place this year with the loss of some of our older, more experienced swimmers and their knowledgeable parents. The Sholem Sharks did do better this year than last at the conference meet, placing second.
- Water Aerobics: Jo Rodriguez feels that as her older participants are no longer able to participate there aren't new, younger ones wanting to join the program. Overall we went from 194 participants in 2018 to 171 participants in 2019.

Oasis Concession Stand

	2019	2018	2017	2016	2015	2014	2013
Sales	\$75,283	\$87,703.53	\$75,338.55	\$90,782.14	\$82,263.08	\$58,635.48	\$63,060.92
Staffing Costs	\$25,810	\$27,661.79	\$21,419.13	\$13,395.21	\$19,395.64	\$20,640.33	\$18,852.16
Merchandise for Resale	\$39,798	\$40,004.60	\$37,262.44	\$40,248.72	\$29,907.57	\$24,545.97	N/A
Revenue	\$9,676.00	\$20,037.14	\$9,566.33	\$27,513.79	\$26,430.51	\$6,025.31	\$11,597.47
Net Revenue	\$2,118	\$9,098	\$7,001	\$26,762	\$23,285	\$3,693	\$11,410

	Excellent	Good	Average	Fair	Poor
Food Selection	13.19%	39.56%	29.67%	14.29%	3.30%
Prices	16.48%	30.77%	40.66%	6.59%	5.49%
Speed of Service	10.99%	25.27%	34.07%	15.38%	14.29%
Customer Service	12.09%	.55 35.16%	30.77%	14.29%	7.69%

Oasis Concessions Stand Notes

- Based on this year's survey, 83% of patrons felt the food selection was "Excellent" to "Average". Additional survey results show that 70% of patrons thought their speed of service was "Excellent" to "Average". Even with this improvement over last year this is still an area that is being looked at for improvement. Overall, the menu and prices stayed consistent with what they were last year with the addition of Dippin' Dots and Rosati's Pizza.

Positive Media Presence

- Over the course of the summer, several news outlets produced stories related to Sholem Aquatic Center that included:
 - 1) a review of our programs during a WCIA special opening of the pool on May 25th,
 - 2) water safety and the importance of attending a public pool with highly trained lifeguards (including a description of our lifeguard training),
 - 3) the Risk Watch presentations done all spring, teaching all second and 4th graders in unit 4 schools about water safety, and
 - 4) the closing of the pool and what we wanted the public to know about our closing weekend.

Negative Media Presence

- Due to a few unfortunate situations this summer the pool received some publicity for negative events. These include a brief shut-down of the main pool due to a mechanical failure, the presence of E-coli at Crystal Lake, and low staffing causing us to close down late in the summer.
- Any closures were done out of concern for the health and safety of our patrons.

Things Worth Noting

- 93% of patrons responded positively about their time at Sholem during the 2019 season.
- All serious medical emergencies were dealt with by staff in a way that led to positive outcomes.
- We received very high scores by Ellis and Associates for our lifeguards and IDPH for our pool and concession stand operations.
- Walk the River continues to grow. 2,194 people participated in it this year.
- Attendance was up 18% from last year, more rentals/parties were booked, and the pool budget came very close to breaking even.



In addition to receiving high scores/honors from Ellis and Associates and IDPH, the People's Choice awards named Sholem as the best public pool in the area. The community has awarded this to us two years straight.