



CHAMPAIGN PARK DISTRICT

AGENDA ANNUAL MEETING IMMEDIATELY FOLLOWED BY REGULAR BOARD MEETING REMOTE MEETING HELD VIA TELECONFERENCE

(As permitted by Governor Pritzker's Executive Order 2020-07, 2021-09, and Public Act 101-0640)

The President of the Board of Commissioners has determined that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act is not practical or prudent because of the COVID-19 disaster.

Citizens may participate in the zoom meeting by going to the following web address:

<https://us02web.zoom.us/j/84904946682?pwd=b0dtNHNmelpiYitlcTg1cXdlSXRUZz09>

For online video access, please use the following Meeting ID and Password when prompted:

Meeting ID: 849 0494 6682

Password: 938149

Alternatively, the meeting may be accessed by telephone at:

1-312-626-6799, If prompted for the following items, please enter:

Meeting ID: 849 0494 6682, followed by the # symbol

Password: 938149, followed by the # symbol

Citizens will be offered an opportunity to speak to the Board during the public comment portion. To facilitate this and not have individuals speaking over one another, the Park District kindly requests that individuals wishing to address the Board via the conference line during public comment notify the Park District via email, as noted below, of their intent to address the Board. Alternatively, citizens may submit public comments by email prior to the Board meeting, to be announced by the Park Board President during the public comment portion of the meeting. Email submissions (notice of intent to speak or comment via email) should be submitted by Noon on Wednesday, May 12, 2021, and sent to joe.deluce@champaignparks.org.

**Wednesday, May 12, 2021
7:00 P.M.**

ANNUAL MEETING

A. CALL TO ORDER

B. SWEARING-IN OF NEW COMMISSIONERS *(Oath Required)*

1. Jane Solon-Wetmore
2. Craig Hays

C. ELECTION OF OFFICERS

1. Election of President
2. Election of Vice President

D. APPOINTMENT OF OFFICERS *(Oath Required)*

1. Appointment of Secretary
2. Appointment of Assistant Secretary
3. Appointment of Treasurer

E. APPOINTMENT OF BOARD MEMBER TO BOARDS AND COMMITTEES

1. Appointment to Champaign Parks Foundation Board

F. ADJOURN

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

REGULAR BOARD MEETING

A. CALL TO ORDER

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

C. COMMUNICATIONS

D. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of April 2021

E. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

F. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

G. REPORT OF OFFICERS

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

H. CONSENT AGENDA

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

1. Approval of Minutes of the Regular Board Meeting, April 14, 2021
2. Approval of Minutes of the Special Board Meeting, April 28, 2021
3. Approval of Board Policy Manual Updates
 - A. Recording and Disposal of Closed Session Minutes

I. NEW BUSINESS

1. Approval of Disbursements
Staff requests approval of the list of disbursements for the period beginning April 14, 2021 and ending May 12, 2021. **(Roll Call Vote)**
2. Approval of Bid for Playground Surfacing
Staff recommends accepting the lowest responsible bid and authorizing the Executive Director to purchase playground surfacing mulch from J & L Morris Trucking, LLC at a bid price of \$17.50 per cubic yard, or \$35,000 using the bid multiplier. **(Roll Call Vote)**
3. Approval of Entering into an Agreement for Dental and Life Insurance Benefits
Staff recommends approval of entering into a one (1) year agreement with Principal Financial Group for dental and life insurance benefits beginning June 1, 2021 through May 31, 2022. **(Roll Call Vote)**

J. DISCUSSION ITEMS

1. Spalding Tennis Courts
2. Pickleball Complex

K. COMMENTS FROM COMMISSIONERS

L. ADJOURN



AARON AMMONS
CHAMPAIGN COUNTY CLERK
 Champaign County, Illinois
 1776 East Washington Street Urbana, IL 61802
 217-384-3720 www.champaigncountyclerk.com

State of Illinois
 County of Champaign, IL } SS

CERTIFICATION OF RESULTS

I, Aaron Ammons, Election Authority of Champaign County, do hereby certify that the attached is a true and correct tabulation of the votes cast including Write Ins, Provisional, Grace Period, and Vote by Mail Ballots post-marked by midnight April 6th, 2021 at the Consolidated General Election held on the 6th day of April, A.D. 2021, for the person and propositions herein set forth.



Champaign County Clerk
 Dated April 20th, 2021

PARK COMMISSIONER CHAMPAIGN PARK DISTRICT

(VOTE FOR) 2

JANE SOLON-WETMORE	2,712	51.67
CRAIG HAYS	2,537	48.33

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

April 14, 2021

The Champaign Park District Board of Commissioners held a Regular Board Meeting on Wednesday, April 14, 2021 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, and online due to President Hays' determination that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act was not practical or prudent because of the COVID-19 disaster. The Regular Board Meeting occurred pursuant to published notice duly given. President Hays presided over the meeting. The two individuals identified below were physically present at the meeting with appropriate social distancing. Citizens were given the opportunity to participate in the teleconference at the web address: <https://us02web.zoom.us/j/89438812005?pwd=bIVFTkVYKzVOcHk4bkhOS3hFK3N3dz09> or by calling 312-626-6799. Citizens were also offered the opportunity to submit comments or questions by email prior to the meeting. Those comments were to be announced by President Hays during the public comment portion of the meeting. Email submissions were solicited from the public through a notice of intent to speak or comment to be submitted by noon on Wednesday, April 14, 2021 to be sent to the Executive Director of the Park District at: joe.deluce@champaignparks.org. There were no email comments or questions submitted by citizens for consideration by the Board.

Present in-person: President Craig W. Hays, and Jarrod Scheunemann, Secretary and Assistant to the Executive Director.

Present electronically: Vice President Kevin J. Miller, Commissioners Jane L. Solon, Timothy P. McMahon, and Barbara J. Kuhl; Treasurer Brenda Timmons, and Attorney Guy C. Hall.

Staff present electronically: Andrea Wallace, Director of Finance, Andrew Weiss, Director of Planning, Chelsea Norton, Director of Marketing and Communication, Dan Olson, Director of Operations, Jameel Jones, Director of Recreation, Jimmy Gleason, Director of Revenue Facilities, Steven Bentz, Director of the Virginia Theatre, Tammy Hoggatt, Director of HR, Risk and IT, Bret Johnson, Assistant Director of Operations, Erin Dietmeier, Horticulture & Natural Areas Supervisor, and Nicholas Lee, Recreation Intern.

Jean Flood from the League of Women Voters also electronically attended the meeting.

Joseph DeLuce, Executive Director, was excused from the meeting due to a personal matter.

Call to Order

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

Comments from the Public

None.

Communications

None.

Treasurer's Report

Treasurer Timmons presented the report. She noted that revenue had increased to \$85,000 for the last quarter and that notice of grant payment had been received from the Illinois Department of Natural Resources for the Virginia Theatre Sound Project.

Commissioner Solon made a motion to accept the Treasurer's Report for the month of March, 2021. The motion was seconded by Vice President Miller. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner McMahon – yes; President Hays – yes; Commissioner Solon – yes; and Vice President Miller - yes. The motion passed 5-0.

Executive Director's Report

Mr. Scheunemann provided the report in Mr. DeLuce's absence. He reported that staff were investigating a date in May for the Martens Center groundbreaking ceremony.

Committee and Liaison Reports

Champaign Parks Foundation

Vice President Miller presented the report. He stated that the Foundation had collected seventy-seven (77) pairs of shoes to donate to the Don Moyer Boys and Girls Club in lieu of hosting a Ties and Tennis Fundraiser this year due to the pandemic. Vice President Miller also noted that the Foundation had received three (3) applications for Director and is also seeking reappointment of three (3) current Directors.

Report of Officers

Attorney's Report

Attorney Hall reported that he had been working on a number of matters for the Park District, including Board policy revisions, updating the Dog Park lease with the Urbana-Champaign Sanitary District, a professional services agreement with Clark Dietz regarding the Greenbelt Bikeway Trail, and a variety of other issues.

President's Report

President Hays reported on his recent tour of the CUSR Center. He stated that Broeren Russo has punch list items to complete, but staff expect to move into the building in May. President Hays also highlighted additional potential change orders for the project.

President Hays confirmed that the Board had received an update from staff regarding the soil testing process at the Martens Center construction site.

President Hays also noted several current and potential intergovernmental agreements that staff are developing, revising, or renewing.

Consent Agenda

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

1. Approval of Minutes of the Regular Board Meeting, March 10, 2021
2. Approval of Minutes of the Study Session, March 10, 2021
3. Approval of the Disbursement of \$5,000 for 2021 Executive Committee of the Champaign County Community Coalition Membership Dues
4. Approval of a Resolution Appointing Brian Holding, Sheri Boberg, and Joshua Robertson to the Board of Directors of the Champaign Parks Foundation to a Two-Year Term That Expires in May, 2023 and Reappointing AJ Thoma, Patrick Harrington, and Jackson Aaberg to Two-Year Terms Expiring in May, 2023.

Commissioner McMahon made a motion to approve the Consent Agenda. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Vice President Miller – yes; Commissioner McMahon – yes; Commissioner Kuhl – yes; Commissioner Solon; and President Hays – yes. The motion passed 5-0.

New Business

1. Approval of Disbursements

Staff recommended approval of disbursements for the period beginning March 10, 2021 and ending April 14, 2021.

Commissioner Kuhl made a motion to approve the list of disbursements for the period beginning March 10, 2021 and ending April 14, 2021. The motion was seconded by Vice President Miller. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner Kuhl – yes; President Hays – yes; Vice President Miller – yes; and Commissioner McMahon - yes. The motion passed 5-0.

2. Approval of the FYE21 Capital Budget and the 2022-2027 Capital Improvement Plan

Staff recommended approval of the FYE21 Capital Budget and the 2022-2027 Capital Improvement Plan.

Commissioner Solon requested clarification on the Park District's commitment of funds for the Martens Center project from its reserves. Ms. Wallace responded that all expenses were not accounted for, but she estimated the Park District's commitment to be \$2,800,000.

Commissioner Kuhl requested future discussion and approval on the pickleball complex location. President Hays responded that Zahnd Park and Parkland College were under consideration, but the Board could allocate the resources and not specify a location.

Commissioner Kuhl made a motion to approve the FYE21 Capital Budget and the 2022-2027 Capital Improvement Plan. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: President Hays – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; Vice President Miller – yes; and Commissioner McMahon – yes. The motion passed 5-0.

Justice Miller, Sports Manager, electronically joined the meeting at 7:28 p.m.

3. Approval of FY21-FY22 Garment Bids

Mr. Gleason presented the report. He reported that staff annually prepare a bid to address the Park District's garment needs. Mr. Gleason noted that nineteen (19) vendors had been contacted and five (5) vendors had submitted bids. He stated that the Park District's need had decreased in the last year from \$33,500 in FY20-FY21 to \$21,338.91 in FY21-FY22. Mr. Gleason commented that the bids were best estimates and totals could be adjusted when orders are placed.

Commissioner Solon made a motion to approve acceptance of the bids for garments from the lowest responsible bidder for each item that meets specifications in the amount of \$21,338.91 as follows: Will Enterprise in the amount of \$5697.37; All-Star Custom Apparel & Design in the amount of \$3237.70; Sunburst Sportswear in the amount of \$11,945.78; and Express Press in the amount of \$458.06. The motion was seconded by Vice President Miller. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner McMahon – yes; President Hays – yes; Commissioner Solon - yes; and Vice President Miller – yes. The motion passed 5-0.

4. Approval of Accepting the Proposal for Replacement Playground Equipment at Robeson Park

Mr. Olson presented the report. He stated that the playground equipment is to be purchased through Sourcewell, the Park District's cooperative purchasing agreement. Mr. Olson noted that staff would be responsible for installing the equipment.

Commissioner Solon asked if staff had considered moving the playground equipment closer to the baseball fields to accommodate families who attended games. Discussion ensued. The Board agreed that the current playground location is the preferred installation area.

Commissioner Solon made a motion to accept the proposal from NuToys Leisure Products, Inc., in the amount of \$88,198.00 and to authorize the Executive Director to execute this purchase. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Vice President Miller – yes; President Hays – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; and Commissioner McMahon. The motion passed 5-0.

5. Approval of Bid for Rental of Portable Toilets

Mr. Jones reported that the Park District had completed its fourth year of portable toilet service with Gulliford Services, Inc. He noted that Gulliford Services, Inc. has been responsive and attentive to the Park District's needs during this time. Mr. Jones stated that staff recommended the Board authorize the Executive Director to exercise the one (1) year renewal option with Gulliford Services, Inc. dba Illinois Portable Toilets for rentable portable toilets for programs and events in FYE22 in the amount of \$22,900.00.

Commissioner Kuhl asked if extra porta-potties would be needed in parks for the summer season due to the pandemic. Mr. Jones responded that additional requests for porta-potties would not be necessary due to reopening park restrooms this summer.

Commissioner McMahon requested clarification on liability for portable toilet vandalism. Mr. Jones responded that the vendor had attended to a majority of the vandalism issues in the past.

Vice President Miller made a motion to approve authorizing the Executive Director to exercise the one (1) year renewal option with Gulliford Services, Inc. dba Illinois Portable Toilets for programs and events in FYE22 in the amount of \$22,900.00. The motion was seconded by Commissioner Kuhl. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; President Hays – yes; Vice President Miller - yes; Commissioner McMahon – yes; and Commissioner Kuhl - yes. The motion passed 5-0.

6. Approval of Bid for Toalson Park Turf Improvements

Mr. Weiss reported that a bid opening for the Toalson Park Turf Improvement Project had occurred on Wednesday, April 7, 2021, and Dig It of Champaign, Inc. was the lowest, responsible bidder at \$17,500.00. He stated that the project would re-grade and level the east side of the park, add positive drainage, and turf seeding.

Commissioner Kuhl requested clarification on the removal of soil from the location. Mr. Weiss responded that the area would be regraded and that the park would experience no net gain or loss of soil.

Commissioner Solon requested clarification on the contractor's obligation to water the new grass seed. Mr. Weiss responded that the contractor was required to water the seed for sixty (60) days.

Commissioner Solon made a motion to award the Toalson Park Turf Improvements construction contract to Dig It of Champaign Inc, Champaign IL, in the amount of \$17,500.00 and authorize the Executive Director to enter into the contract. The motion was seconded by Vice President Miller. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner McMahon – yes; Commissioner Solon - yes; Vice President Miller – yes; and President Hays - yes. The motion passed 5-0.

7. Approval of a Resolution Ratifying Playground Equipment and Splashpad Equipment Purchases for Human Kinetics Park Development

Mr. Weiss presented the report. He indicated that the Park District's joint purchasing agreement with Sourcewell had been utilized to purchase the equipment. Due to time constraints the equipment had been ordered and staff recommends the Board approve a resolution ratifying the purchase of playground and splashpad equipment for the Human Kinetics Park development.

Commissioner Solon requested clarification on installation. Mr. Weiss responded that pursuant to the contract the general contractor would be required to install the equipment.

Commissioner Kuhl made a motion to approve a resolution approving and ratifying the playground equipment and splashpad equipment purchases for Human Kinetics Park Development. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: President Hays – yes; Vice President Miller – yes; Commissioner McMahon - yes; Commissioner Solon – yes; and President Hays - yes. The motion passed 5-0.

8. Approval of Resolution Ratifying Change Order No 1 for the Martens Center Construction

Mr. Weiss reported that testing was undertaken to determine if the project site contained suitable soils. Testing determined that the correct bearing soil for the structural foundation of the Martens Center would need to be imported. To achieve this, Mr. Weiss stated that staff recommends approval of a resolution approving and ratifying Change Order 1 to the Broeren Russo construction contract for the Martens Center in the amount of \$55,867.50. Discussion ensued.

Commissioner McMahon made a motion to approve a resolution ratifying Change Order 1 to the Broeren Russo construction contract for the Martens Center in the amount of \$55,867.50. The motion was seconded by Commissioner Kuhl. Upon roll call, the vote was as follows: Vice President Miller – yes; Commissioner Solon – yes; Commissioner McMahon - yes; Commissioner Kuhl – yes; and President Hays - yes. The motion passed 5-0.

9. Approval of Change Order 1 to Human Kinetics Park Construction Contract with Duce Construction

Mr. Weiss provided the report. He reported that this change order served to clarify permit and code changes.

Commissioner Solon requested clarification on the code changes. Mr. Weiss responded that the City of Champaign had requested the changes.

Commissioner Solon made a motion to approve approval of Change Order 1 to the Human Kinetics Park construction contract in the amount of \$6,769.00. The motion was seconded by Vice President Miller. Upon roll call, the vote was as follows: Commissioner McMahon – yes; President Hays – yes; Commissioner Solon - yes; Vice President Miller – yes; and Commissioner Kuhl - yes. The motion passed 5-0.

10. Approval of Resolution Ratifying Additional Services Agreement No. 1, an amendment to the Farnsworth Group Professional Services Agreement for additional services regarding fire escape repairs at the Virginia Theatre

Mr. Bentz presented the report. He noted that Farnsworth Group had evaluated the fire escape on the east side of the Virginia Theatre on March 9, 2021. Farnsworth Group recommended the fire escape be repaired and also recommended further structural analysis and design work be completed in the total amount of \$10,550.00.

Commissioners Solon and Kuhl requested a project report highlighting expenses compared to original cost estimates. Discussion and clarification ensued.

Vice President Miller made a motion to approve a resolution authorizing Additional Services Agreement No. 1, an amendment to the professional service agreement with Farnsworth Group, for additional services, in the amount of \$10,550.00. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; President Hays – yes; Commissioner Solon - yes; Commissioner McMahon – yes; and Vice President Miller - yes. The motion passed 5-0.

Old Business

None.

Discussion Items

1. Merit Increase & Salary Class Adjustments

Ms. Hoggatt presented the report. She highlighted Park District statistics outlining prior Board action related to merit increases, one-time bonuses, and salary class adjustments. Ms. Hoggatt stated that staff have presented the Board with multiple scenarios for discussion. The three options excluded staff who recently transitioned from FT2 to FT1 status, staff who had been hired within the last six (6) months, the Executive Director, and CUSR employees. Ms. Hoggatt offered several reasons to implement a merit increase and salary adjustment program such as staff departures for higher paying jobs, increased revenue as COVID-19 restrictions decrease, and wage compression due to the increase in minimum wage. Ms. Hoggatt asked the Board to consider increasing the bottom and top levels of each classification by 8% or \$1.00 per hour.

President Hays commented that minimum wage has increased by \$3 per hour and full-time staff wages may be compressed presenting the Park District with a scenario in which new and possibly inexperienced staff are receiving similar wages to veteran employees.

President Hays requested clarification between hourly vs. salary listings in the memorandum. Ms. Hoggatt responded that annual salaries were provided for comparative purposes. Discussion ensued.

Commissioner Solon requested clarification on the distribution of merit increases to staff who would receive salary class adjustments. Ms. Hoggatt responded that no current staff will receive a salary class adjustment.

Commissioner Solon requested clarification on IMRF payments. Ms. Hoggatt responded that the Park District's rate is expected to decrease from 6.1% to 5.4% due to a number of factors. Discussion ensued.

2. Park District FY21 Facility Fee Schedule for May 1, 2021 through April 30, 2022

Mr. Jones presented updates to the Facility Fee Schedule to the Board. He noted that staff are requesting an increase to the Showmobile fees and deposit as well as several facility fee revisions to offset additional cleaning and sanitation expenses.

Commissioner Solon requested clarification on collections for the Showmobile rentals. Mr. Jones responded that some renters pay slower than expected, which justifies the increase in deposit requests. Discussion ensued.

Commissioner McMahon requested more information on the number of rentals and fees for the ball field at Spalding Park. Mr. Jones responded that staff is working on aligning Park District rental fees with Unit 4's ball field rental fees. He also noted that the ball field at Spalding Park had been rented during the previous summer for travel baseball and one (1) tournament. Discussion ensued.

Commissioner McMahon requested clarification on the Virginia Theatre's rental fees. Mr. Bentz responded that the Virginia Theatre rental system included three (3) tiers of associated fees, which do not include additional services that can be purchased with supplementary fees.

Commissioner Solon asked for more information on tennis court rentals by private instructors. Mr. Gleason responded that court time is most frequently rented by local schools or is utilized by Park District instructors. He noted that if private instructors are found to be teaching classes at Park District courts without paying rental fees, it is addressed by staff. Discussion ensued.

Commissioner Kuhl stated that she had noticed increased activity at the Hessel Park volleyball court. Discussion ensued.

President Hays noted that the Park District had not raised fees in the previous year

3. Champaign Parks Foundation – 3rd Quarter Financial Update

Ms. Wallace presented the report. She highlighted a decrease in revenue by \$52,000 due to the cancellation of the Ties and Tennis Fundraiser and absence of Virginia Theatre restoration funds due to its temporary closure. Ms. Wallace noted that the Foundation's total fund balance is \$5,400,000 and \$4,700,000 is allocated for the Martens Center project. Discussion and clarifications ensued.

4. Champaign Park District – 3rd Quarter Financial Update

Ms. Wallace reported that all tax revenue had been received and she expected no additional funding from the County Clerk's office. Ms. Wallace highlighted an increase in fee revenue from youth soccer and Dodds Tennis Center court time rentals. She noted that the personal property replacement tax had been recorded at \$80,000, which was more than expected. However, Ms. Wallace added that she did not expect to receive May's anticipated payment. Ms. Wallace estimated the Park District's contribution to the Martens Center project to be \$2,800,000. She also highlighted progress with FEMA for the Park District's COVID-19 grant application.

Commissioner Solon requested clarification about bid requirements for the purchase of builder's risk insurance at the Martens Center. Attorney Hall responded that a provision in bidding did not require the bidding of builder's risk insurance. It was noted that the coverage was acquired from Travelers Insurance.

Commissioner Kuhl requested clarification on the budget format for the Martens Center. Discussion ensued.

Commissioner Hays requested a report on the estimated tax revenue compared to actual tax revenue received. Commissioner Kuhl requested the Board consider formal communication with County officials regarding any delays.

Comments from Commissioners

Commissioner Kuhl noted the signs of spring in the parks and thanked staff for preparing for the busy outdoor season. Commissioners McMahon and Solon concurred.

Vice President Miller congratulated President Hays and Commissioner Solon for being reelected to the Board.

President Hays shared highlights from a recent tour of a pickleball complex in Naples, Florida.

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. Upon roll call, the vote was as follows: President Hays – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; Vice President Miller – yes; and Commissioner McMahon - yes. The motion passed 5-0 and the meeting was adjourned at 8:40 p.m.

Approved:

Craig W. Hays, President

Jarrod Scheunemann, Secretary

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

April 28, 2021

The Champaign Park District Board of Commissioners held a Special Board Meeting on Wednesday, April 28, 2021 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, and online due to President Hays' determination that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act was not practical or prudent because of the COVID-19 disaster. The Special Board Meeting occurred pursuant to published notice duly given. President Hays presided over the meeting. The four individuals identified below were physically present at the meeting with appropriate social distancing. Citizens were given the opportunity to participate in the teleconference at the web address: <https://us02web.zoom.us/j/89438812005?pwd=bIVFTkVyKzVOcHk4bkhOS3hFK3N3dz09> or by calling 312-626-6799. Citizens were also offered the opportunity to submit comments or questions by email prior to the meeting. Those comments were to be announced by President Hays during the public comment portion of the meeting. Email submissions were solicited from the public through a notice of intent to speak or comment to be submitted by noon on Wednesday, April 28, 2021 to the Executive Director of the Park District at: joe.deluce@champaignparks.org. There were no email comments or questions submitted by citizens for consideration by the Board.

Present in person: President Craig W. Hays, Joseph DeLuce, Executive Director, and Jarrod Scheunemann, Assistant to the Executive Director / Secretary.

Present electronically: Vice President Kevin J. Miller, Commissioners Barbara J. Kuhl, Timothy P. McMahon, Jane L. Solon, Attorney Guy C. Hall, and Treasurer Brenda Timmons.

Staff present in person: Tammy Hoggatt, Director of HR, Risk and IT.

Staff present electronically: Andrea Wallace, Director of Finance, Dan Olson, Director of Operations, Jimmy Gleason, Director of Revenue Facilities, Steven Bentz, Director of the Virginia Theatre, Bret Johnson, Assistant Director of Operations, and Nicholas Lee, Recreation Intern.

Jean Flood of the League of Women's Voters was also electronically in attendance.

Call to Order

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

Comments from the Public

None.

New Business

1. Approval of a Resolution Establishing Authority for the Executive Director to Execute Change Orders

Mr. DeLuce reported that this resolution allows the Executive Director to execute contracts, change orders, amendments, and/or time extensions related to specific projects that have been approved by the Board for FY22. Mr. DeLuce stated that he would continue to seek the Board's approval, ratifications, and input as appropriate.

Commissioner Kuhl requested the removal of the fourth paragraph, which outlines the responsibilities of the officers of the Board in related circumstances. Discussion and clarifications ensued.

Commissioner Kuhl made a motion to approve the resolution establishing the Executive Director's authority to execute contracts including change orders, amendments, and/or time extensions as it relates to specific projects approved by the Board for FYE22 with an amendment to excise the fourth paragraph of the resolution. The motion was seconded by Vice President Miller. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner McMahon – yes; President Hays – yes; Vice President Miller – yes; and Commissioner Kuhl - yes. The motion passed 5-0.

2. Approval of Agreement for Replacing the HVAC System at the Virginia Theatre

Mr. Johnson presented the report. He reported on the two bid alternates. The first alternate included two units for stage temperature regulation. The second alternate featured a needle point ionization system to assist with air purification. Mr. Johnson noted the two bids and cost estimates for each were similar. Mr. Johnson reminded the Board that the bid includes the replacement of the twenty-year-old RTU unit in the east lobby.

Commissioner Solon requested clarification on the maintenance schedule for the ionization system. Mr. Johnson responded that he did not anticipate preventative maintenance other than annual cleaning.

Attorney Hall noted that he is working with GHR Engineers and Associates on adjusting terms within the agreement and he requested the Board consider amending their approval to be subject to contract terms and conditions as approved by the Park District Attorney, Board President, and Executive Director.

Commissioner Solon made a motion to award the bid to the lowest bidder that meets all required specifications, Reliable Plumbing and Heating Company, Champaign, IL, including both alternates, for the total amount of \$1,053,050.00 and authorizes the Executive Director to enter into a agreement for this work upon approval of the Board President and Park District's Attorney. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: President Hays – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; Vice President Miller – yes; and Commissioner McMahon -yes. The motion passed 5-0.

3. Approval of Merit Increase and Salary Class Adjustment

President Hays stated that this topic had been discussed at the April 14, 2021 Regular Board meeting and that approval of the merit increase would establish a merit pool and the Executive Director would have discretion on how it is distributed among employees. Discussion ensued.

Commissioner Kuhl made a motion to approve a merit increase of 2.5% for qualified full-time employees and the increases in salary classifications as presented. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Vice President Miller – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; Commissioner McMahon – yes; and President Hays - yes. The motion passed 5-0.

4. Approval of the Park District FY22 Facility Fee Schedule

Staff recommended the Board approve the Facility Fee Schedule for May 1, 2021 through April 30, 2022.

Commissioner Solon made a motion to approve the Facility Fee Schedule for May 1, 2021 through April 30, 2022. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner McMahon – yes; President Hays – yes; Vice President Miller – yes; and Commissioner Solon - yes. The motion passed 5-0.

5. Approval of Intergovernmental Agreement with Champaign County Clerk for Election Boxes

Staff recommended the Park Board approve an extension of the IGA with the County Clerk's office for the placement of ballot boxes in Centennial and Douglass Parks.

Commissioner Solon requested that any addendum for placement of additional ballot boxes be approved by the Board of Commissioners. Discussion ensued.

Commissioner Solon made a motion to approve the Intergovernmental Agreement with the County Clerk's office for the placement of ballot boxes in Centennial and Douglass Parks and to amend the extension with the requirement that the Park Board shall approve any addendums for the addition of ballot boxes. The motion was seconded by Vice President Miller. Upon roll call, the vote was as follows: Commissioner McMahon – yes; President Hays – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; and Vice President Miller - yes. The motion passed 5-0.

6. Approval of Accepting Contingency Request for Flooring at the CUSR Center

Mr. Olson presented the report. He indicated that the replacement of flooring in three offices and two restrooms had originally been determined to be outside of the scope of work for this renovation project. Mr. Olson noted that Broeren Russo had been selected as the project manager for the renovation and had established a contingency fund for unforeseen project expenses. Mr. Olson commented that the project managers were completing the punch list and would finalize the renovation at the end of the week.

Commissioner Solon requested clarification on the durability of recommended flooring options. Mr. Olson responded that flooring in the current CUSR offices at Hays Recreation Center was similar and had met expectations for its life span. Discussion ensued.

Commissioner Kuhl made a motion to approve accepting the contingency use for the flooring and to authorize the Executive Director to enter into an agreement to complete the work for the total amount of \$12,396.00. Commissioner Solon seconded the motion. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner McMahon – yes; Vice President Miller – yes; Commissioner Kuhl – yes; and President Hays – yes. The motion passed 5-0.

Discussion

1. Updates to the Board Policy Manual

Mr. Scheunemann presented the report. He requested the Board discuss recommended revisions to two of its policies, the Family and Medical Leave Act Policy and the Recording and Disposal of Closed Session Minutes Policy as part of its standard operating procedure. Discussion ensued. Recommendations were suggested for the Family and Medical Leave Act Policy.

Comments from Commissioners

President Hays and Commissioner Kuhl thanked Bret Johnson and Operations staff for their timely response and follow up to water drainage issues.

Commissioner McMahon asked if the cartoon character canoe in Kaufman Lake had been reset.

Commissioner Kuhl asked if soil removal and delivery for the Martens Center foundation had been completed. Mr. DeLuce responded that it is complete and that groundbreaking for the Martens Center will be held on May 20, 2021 at 4:00 p.m.

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 Solon. Upon roll call, the vote

was as follows: Commissioner Kuhl – yes; Commissioner McMahon – yes; President Hays – yes; Commissioner Solon – yes; and Vice President Miller – yes. The motion passed 5-0 and the meeting was adjourned at 6:07 p.m.

Approved

Craig W. Hays, President

Jarrod Scheunemann, Secretary



Recording and Disposal of Closed Session Minutes Policy

It shall be the policy of the Champaign Park District (Park District) to comply with the Open Meetings Act (Act), 5 ILCS 120/1.02, et seq. The Act permits public bodies to destroy the verbatim records of closed meetings without notification to or the approval of a Records Commission or the State Archivist under the Local Records Act no less than eighteen (18) months after completion of recorded meeting, but only after:

1. The Champaign Park District Board of Commissioners (Board) approves of the destruction of a particular recording;
and
2. The ~~Park District Board of Commissioners~~Board approves the written minutes of the closed meeting.

The ~~Champaign~~ Park District may order the destruction of verbatim records even if it continues to withhold the approved written minutes of the closed session until some later period of time.

All ~~Champaign~~ Park District records are required to be kept on file for various lengths of time in accordance with the Records Retention Schedule. Once the Records Retention Schedule has been met, the ~~Executive Assistant~~Assistant to the Executive Director recommends to the Executive Director which records should be destroyed. The ~~Executive Assistant~~Assistant to the Executive Director works cooperatively with the Park District's Attorney to finalize the destruction process. The ~~Park District Board of Commissioners~~Board must then approve any destruction of the records.

Original approvals for records which the State Archivist permits to be destroyed are shall be maintained in the ~~Executive Assistant's~~Assistant to the Executive Director's Office for future reference ~~should if someone there is a~~ request for a copy of a record that has been destroyed.

Approved by Board of Commissioners April 27, 2016
Revised by Board of Commissioners April 14 , 2021

Craig W. Hays, President

Joseph C. DeLuce, Executive Director

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



Recording and Disposal of Closed Session Minutes Policy

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1. The Champaign Park District Board of Commissioners (Board) approves of the destruction of a particular recording;
and
2. The Board approves the written minutes of the closed meeting.

The Park District may order the destruction of verbatim records even if it continues to withhold the approved written minutes of the closed session until some later period of time.

All Park District records are required to be kept on file for various lengths of time in accordance with the Records Retention Schedule. Once the Records Retention Schedule has been met, the Assistant to the Executive Director recommends to the Executive Director which records should be destroyed. The Assistant to the Executive Director works cooperatively with the Park District's Attorney to finalize the destruction process. The Board must then approve any destruction of the records.

Original approvals for records which the State Archivist permits to be destroyed shall be maintained in the Assistant to the Executive Director's Office for future reference if there is a request for a copy of a record that has been destroyed.

Approved by Board of Commissioners
Revised by Board of Commissioners

April 27, 2016
May 12, 2021

Craig W. Hays, President

Joseph C. DeLuce, Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: May 12, 2021

SUBJECT: Playground Surfacing Mulch Bid

Background

This is a bid for the purchase of Playground Surfacing Mulch for the 2021/2022 fiscal year. This material is used within playgrounds as safety surfacing. This is a routine maintenance practice completed yearly to assure adequate fall protection for users.

An invitation to bid was published in *The News-Gazette* and bids were opened and read aloud on Tuesday, May 4, 2021. Six (6) bid packets were mailed to previous suppliers and four (4) bids were received with the result being:

BIDDER	BASE BID
J & L Morris Trucking, LLC., Fithian, IL	\$17.50/cu. Yd.
Stillwater Enterprises, Effingham, IL	\$17.90/cu. Yd.
Mulch Outfitters, Dalton, GA	25.95/cu. Yd.
F & W Lawn Care and Landscaping Company, Bloomington, IL	\$27.50/cu. Yd.

Prior Board Action

The Park Board has approved this expenditure each fiscal year as part of the Capital Improvement Plan.

Budget Impact

\$36,000 has been budgeted in the 2021/2022 Capital Improvement Plan for Playground Surfacing (FIBAR), approved at the April 14, 2021 Regular Board Meeting. The low bid price is the same as 2020/2021 low bid price. Estimated amount necessary for the upcoming fiscal year is 2,000 cubic yards, or \$35,000.00 using the low bid multiplier.

Recommended Action

Staff recommends accepting the low, responsible bid and authorizing the Executive Director to purchase playground surfacing mulch from J & L Morris Trucking, LLC. at a bid price of \$17.50 per cubic yard.

Prepared by:

Nathan Massey
Special Projects Supervisor

Reviewed by:

Dan Olson
Director of Operations



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: May 5, 2021

SUBJECT: Group Dental and Life Insurance Rates for Fiscal Year 2022

Background

The Champaign Park District currently provides dental and life insurance for all full-time (FT) employees. Currently, seventy-three (73) FT (there are 7 vacancies) employees are eligible for the group dental and life insurance plans.

The Mutual of Omaha is the Park District's current dental and life insurance carrier. Prior to that, Principal Financial Group was the dental and life insurance carrier for nine years concluding in May of 2019. InsureChampaign Insurance Services have assisted in brokering quotes from several carriers. The quotes are listed below.

Carrier	Mutual of Omaha Renewal	Principal Financial Group
Rates-Dental	\$26.45/pp/pm	\$25.56/pp/pm
Notes	Non-Network Reimbursements paid at 90 th percentile	Non-Network Reimbursements paid at 90 th percentile
	Annual Maximum is set to \$1,000 or buy- up option of \$1,500	Annual Maximum is set to \$1,000 or buy- up option of \$1,500
Rates-Dental (annual)	\$23,170	\$22,391
Rates-Life (annual)	\$6,852	\$6,852
Life Notes	1.5 X salary up to \$300,000	1.5 X salary up to \$300,000.

Mutual of Omaha has originally offered a rate increase of 5% which was then negotiated to a 3% increase for the Dental insurance with no changes to the plan. Additionally, they offered a 0% change for the life insurance rates. Principal has offered a -0.5% decrease in dental rates with no changes to the plan and a 0% change in rates for life insurance. These are the only companies that elected to provide a quote for these lines of coverage.

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.

Staff endeavored to stay consistent with the same insurance company as it is always disruptive to staff to make changes to their insurance carriers, however, the competition between the companies placed the Park District in a position for staff to recommend a switch to the company that can save the Park District funds on these employee benefits while still providing the same quality in dental and life insurance coverage.

Prior Board Action

The board approved the life and dental benefits with Mutual of Omaha group last year with a 5% increase in dental insurance and a 0% change in life insurance rates.

Budget Impact

If the Board approves the staff recommendation to enter into an agreement with Principal Financial Group, the dental rates annually would be approximately \$22,391 based on current staffing levels or \$24,538 when fully staffed. In addition, the life insurance benefits would be approximately \$6,852 at the current staffing levels and \$7,454 fully staffed. The decrease in dental and life insurance is estimated to save the Park District \$423 in fiscal year 2022. With the change in FT-2 employees being transferred to FT-1, there are now nine (9) more staff eligible for dental and life insurance benefits.

Recommended Action

Staff recommends approval of entering into a one-year agreement with Principal Financial Group for dental and life insurance benefits beginning June 1, 2021 through May 31, 2022.

Prepared by:

Reviewed by:

Tammy Hoggatt, SPHR SHRM-SCP
Director of Human Resources

Joe DeLuce, CPRP
Executive Director

EXHIBIT A



**AMENDMENT TO 2018 INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CHAMPAIGN PARK DISTRICT AND BOARD OF EDUCATION OF CHAMPAIGN COMMUNITY
UNIT SCHOOL DISTRICT #4 FOR THE UTILIZATION AND IMPROVEMENT OF SPALDING PARK**

THIS AMENDMENT is made, entered into, and effective as of XXXXX, XX, 2021, by and between the **Champaign Park District**, a municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, 61821, and The Board of Education of Champaign Community Unit School District #4, an independent school district created and existing under the laws of the State of Illinois (hereinafter referred to as, "Unit #4"), whose principal address is 502 W. Windsor Road, Champaign, Illinois 61820.

Section 1 – General Purpose. With this Amendment, Park District and Unit #4 hereby mutually agree to amend the Intergovernmental Agreement between Park District and Unit #4 signed on May 21, 2018 to include the improvements to the Spalding Tennis Courts.

Unit # 4 the Park District agree to:

- Renovate the four existing Spalding Tennis Courts and add two additional tennis courts to create a six-court tennis complex.
- Unit 4 School District will be responsible 65% of the design and construction costs and the Park District will be responsible for 35% of the design and construction costs.
- Unit 4 School District will take the lead on the project design and construction.
- Both Unit 4 School District and Park District will approve the design, bid specs and the final bid and construction contracts before construction can begin.
- The joint committee will meet and finalize the usage of the tennis courts.
- All existing details within the IGA will remain in effect.

Section 2 - Term. The amended Agreement between Park District and Unit #4 shall be effective for the initial term of the agreement outlined in section 1.B.

Section 3 - Authority to Execute Amendment to Agreement. Each person or entity executing this Amendment to the Agreement represents that they are authorized to execute the Amendment to the Agreement. Each person executing this Amendment on behalf of any entity represents that they are authorized to execute this Amendment on behalf of such entity.

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

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

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

**THE BOARD OF EDUCATION
OF CHAMPAIGN COMMUNITY
UNIT SCHOOL DISTRICT #4**

By _____
Its Board President

By _____
Its Secretary

CHAMPAIGN PARK DISTRICT

By _____
Its Board President

By _____
Its Secretary

**INTERGOVERNMENTAL AGREEMENT BETWEEN CHAMPAIGN PARK DISTRICT AND
BOARD OF EDUCATION OF CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT #4 FOR
THE UTILIZATION AND IMPROVEMENT OF SPALDING PARK**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as, "Agreement") is made and entered into as of the 21st day of May, 2018, by and between the Champaign Park District, an Illinois Municipal Corporation (hereinafter referred to as, "Park District") and The Board of Education of Champaign Community Unit School District #4, an independent school district created and existing under the laws of the State of Illinois (hereinafter referred to as, "Unit #4"), and individually or collectively referred to as "Party" or "Parties", as the case may be.

WITNESSETH:

WHEREAS, Park District and Unit #4 are bodies politic and corporate of the State of Illinois and authorized to enter into intergovernmental agreements pursuant to Article VII of The Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and transfer property or interests therein pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01, *et seq.*, for the benefit of the general public and both entities; and

WHEREAS, Park District and Unit #4 intend to cause improvements and enhancements to property which is owned by Park District and commonly known as Spalding Park (herein after referred to as, Park), for the education, health and welfare of the general public as otherwise described herein; and

WHEREAS, the contemplated project generally includes the reconfiguration of the baseball field at the Park; the addition of a baseball practice field; enhancement and relocation of tennis courts; enhancement and relocation of a recreational basketball court; improvements to paths and lighting within the Park; demolition of an existing structure and construction of locker/restroom/concession facilities, batting cages; and enhancement of a parking lot, together with the necessary appurtenances associated with such improvements; and

WHEREAS, Park District and Unit #4 intend to set forth their mutual understanding with regard to how the Park improvements will be constructed, maintained, and utilized, as well as which Party shall control the improvements after construction, and the methods and manner of future operation and maintenance, rehabilitation and improvement of the Park; and

WHEREAS, the facilities are necessary and useful for the improvement of the Park, as well as the programs of Unit #4; and

WHEREAS, Park District and Unit #4 have found and determined that construction of the facilities and project are compatible with their respective goals and objectives; and

WHEREAS, Unit #4 requires suitable authority or conveyances from the Park District as to a portion of the Park for the purposes of demolition, construction, installation and maintenance of the facilities and improvements described herein;

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

1. Incorporation of Recitals, Duration, Termination and Severability.

A. The recitals and any definitions set forth herein are hereby incorporated within the body of this Agreement as though fully set forth herein.

B. The initial term of this Agreement shall be twenty-five (25) years from the date it is executed by the Parties, unless otherwise terminated earlier as provided hereunder. After the initial twenty-five (25) year term, Unit #4 shall have the option of extending the Agreement two (2) consecutive additional ten (10) year terms, pursuant to an appropriate exercise of such options made, in writing, on or before August 31 of the then current term or extension thereof. Notwithstanding the foregoing, this Agreement shall ultimately terminate upon and in the event of the dissolution of either Party.

2. Purpose. This Agreement sets forth the terms and conditions by which the Parties jointly agree to the development of facilities and other amenities to improve the Park for the general public and make it available for Unit #4 athletic facilities consistent with the Intergovernmental Cooperation Act, 5 ILCS 22/1, *et seq.* and the Local Governmental Property Transfer Act, 50 ILCS 605/0.01, *et seq.* Pursuant to this Agreement construction, operation and maintenance of facilities currently located and to be located at the Park in the City of Champaign, State of Illinois consist of a baseball field or fields, a locker/restroom/concession building, for the joint use of both Unit #4 and Park District, and such other facilities as the Parties may desire (hereinafter referred to as, "Facilities"). This Agreement sets forth the terms and conditions that govern the ownership, construction, operation, use and maintenance of the Facilities. The Parties will use their good faith efforts to comply with the terms of this Agreement, including such representations, warranties, terms, covenants, conditions, use allocations, operating cost sharing, lease terms, and indemnities customary for transactions of this character and complexity. The Facilities shall be used to provide educational, recreational, and athletic programs, community-based activities, such as those commonly provided at park and school athletic facilities in the Champaign-Urbana area. All uses shall be subject to the rules, restrictions, and policies that are applicable to other facilities owned or under use by the Park District and Unit #4.

3. Ownership/Lease.

A. The Facilities shall be constructed at and upon the Park which is owned by the Park District (the Park land upon which the Facilities are to be constructed and/or reconstructed are referred to herein as, the "Land"), and the Land and Facilities are collectively referred to herein as, the "Property". The legal description of Property is attached hereto, made a part hereof and incorporated by reference as Exhibit "1".

B. Park District shall lease the Land to Unit #4 pursuant to the terms and provisions of a ground lease agreement (hereinafter referred to as, "Lease") to be entered into contemporaneously with this Agreement, incorporated by reference and attached hereto as Exhibit "A".

C. Upon final completion of construction of the Facilities, Unit #4 shall have possessory rights and an interest pursuant to the Lease, and the Facilities consisting of structures and appurtenance attached to the Land shall be deemed property of Unit #4 until the expiration of the Lease, whereupon the Facilities and other improvements shall become the property of the Park District.

D. The Lease shall include appropriate termination and default terms, and such terms shall be deemed to be incorporated by reference in this Agreement.

4. Design and Construction.

A. The Parties shall involve their respective representatives in the development, review and preparation of preliminary design plans for the Facilities (the "Conceptual Plans"). Upon Park District consent to the Conceptual Plans, Unit #4, in accordance with the design and construction provisions herein, shall, with Park District, consent, engage and contract with an architectural firm to definitively design the Facilities consistent with the Conceptual Plans. For the purposes of this Agreement, the term "consent" shall mean permission to proceed, which shall not be unreasonably withheld.

B. Unit #4, in accordance with the Conceptual Plans, shall direct that construction documents (the "Construction Documents") be prepared; provided that, the Park District shall approve all Construction Documents and any modifications thereto, and do so to the extent such documents are consistent with the Conceptual Plans and fulfill the needs of the Park District regarding the management and enhancement of the Park consistent with its policies and practices. Following Park District approval, and after receipt of a responsive bids which meet the established budget for the construction of the Facilities, Unit #4 shall proceed with the construction of the Facilities and payment for all cost associated with the construction and development of the Facilities, including demolition of the existing building structure at the Park; provided that, Park District shall pay for the cost associated with improved paths through the Park as well as improved lights associated with such paths; provided further that, the cost of any paths appurtenant to and for the purposes of facilitating the accessibility of the baseball field, practice field, and locker/concession building shall be borne by Unit #4. All bidding and construction procedures shall be pursuant to applicable Illinois law and let to the lowest responsible bidder. Park District shall be notified of, and attend and participate in bidding and construction determinations and awards in order to ensure compliance with legal requirements imposed upon the Park District, as well as its ordinances, policies and procedures. Unit #4 shall submit to Park District any addenda or construction change orders for the Park District's approval acting through its applicable designee, which shall not be unreasonably withheld; provided that, any such addenda or change orders shall not in any event exceed the dimensions or specifications of the areas of the Park initially approved by the Park District.

C. The procedures for the awarding of construction contracts, payment of costs and expenses, and completion of construction shall be more fully set forth in the Architectural and Construction Contracts, in addition to applicable law, Park District and Unit #4 policies.

D. Given the nature of this Agreement and its purposes, in any architectural or construction documents, it is anticipated that the word "owner" as typically used in architect prepared documents may refer to Unit #4, even though it is not the owner of the Park. For the limited purpose of efficiency in connection with the development of the Facilities, the term "owner" shall refer to Unit #4, unless otherwise specifically referring to Park District. In no event shall use of the term "owner" for the sake of convenience in connection herewith be deemed a grant of title or other interest by the Park District in any manner whatsoever.

E. The costs and expenses to be paid by Unit #4 associated with the design and construction of the Facilities shall be paid from revenue derived of its General Obligation School Building Bonds to the extent so required and so allocated, or from its other financial resources. Such

revenue for the design and construction of the Facilities shall hereinafter be referred to as the, "Bond Proceeds".

F. Unit #4 will be responsible for the following items: design, construction and installation of improvements, including baseball field, baseball field lights, practice field, parking lot improvements adjacent to baseball practice field, building (for lockers, restrooms, concessions and associated purposes), relocation and installation of basketball court, electrical, sewer, stormwater, water lines and paths connecting Facilities.

G. Landscape maintenance in the areas within the baseball field, practice field, parking lot and locker/restroom/concession building shall be undertaken by Unit #4 and be in compliance with the reasonable specifications and requirements of the Park District. To the extent that tennis courts are not constructed when other aspects of the Facilities are undertaken by Unit #4, it shall be required to obtain approval from the Park District for the installation of tennis courts at a future date. In relation thereto, Unit #4 will be responsible for installing any ancillary or additional concrete paths connecting such future tennis courts. In addition, if the tennis courts are not installed concurrently with the other Facilities, any trees that are in place where the tennis courts were projected to be installed shall remain. (The Parties understand and acknowledge that demolition of the existing tennis courts and redevelopment of them at a different location within the Park is desirable, but may not be financially feasible at the time of this Agreement. Accordingly, the Agreement may be amended at a future date to address that matter.)

5. Utilization and Costs.

A. In connection with the Facilities developed and constructed under the auspices of Unit #4, responsibility for Park maintenance shall be as follows: Unit #4 shall mow all ball fields and turf reasonably adjacent thereto, and Park District shall mow the remainder of the Park. Unit #4 shall be responsible for all ball field maintenance including stands, fencing, light fixtures, dugouts, scoreboards and adequate field conditions for play on a year-round basis. Park District shall continue regular maintenance of the existing tennis courts. In the event Unit #4 constructs new tennis courts at the Park as described herein, it shall maintain those courts at its expense under all circumstances; provided that, it is understood that the general public may use the tennis courts when they are not being utilized for the tennis program of Unit #4. The Park District shall remove snow according to its existing snow removal policy for the internal path system and parking lots. Unit #4 may enter into a further fee based agreement with Park District for mowing and other services; provided that, the Park District shall not undertake mowing of the Facilities and adjacent areas during the Unit #4 baseball season, all of which shall be subject to a mutually agreed upon usage schedule.

B. Unit #4 shall be responsible for the operation of and all other costs associated with the maintenance, refuse removal and any other similar activity or requirement on or at the Facilities.

C. Unit #4 shall be responsible for any dry detention that may be required to be installed and maintained in connection with the Facilities.

D. Park District shall be responsible for providing and maintaining furnishings associated with Park that are not part of the Facility improvements, such as picnic tables and refuse receptacles.

E. Park District and Unit #4 shall share use and have access to the baseball game field. The batting cages adjacent to the baseball field shall be utilized by both Parties. The batting cages

shall be accessible to the general public for use except during the Unit #4 baseball season. The practice ball field shall be open to the public during seasonal periods when Unit #4 is not utilizing the field for its athletic program purposes. The schedule for such use is attached hereto and incorporated herein as Exhibit "B". The Operating Committee may change such schedule consistent with the Parties' respective needs and recognizing the need of Unit #4 to utilize the Facilities during the respective school years.

F. The existing tennis court shall remain open to the public, but may be scheduled for exclusive use by Unit #4 upon specific dates and times as agreed with Park District. In the event Unit #4 undertakes to construct new tennis courts, such courts shall be available to the public, except when Unit #4 is utilizing them for its tennis program. The locker/restroom/concession building shall be owned and operated by Unit #4 during the term of this Agreement and the associated Lease and the Park District will have access to the building. The Parties shall determine their respective share of utility costs on a monthly basis, as reasonably determined from current billing information or as calculated by utility meters. The Operating Committee shall determine what periods of time the restrooms will be available for use by the Parties.

G. The Park District shall have the right to approve the plans and improvements for the Facilities before the awarding of any bids or the commencement of construction. Such approval may be delegated to staff as the Park District Board determines. In addition, Park District shall maintain the on-going right for the duration of this Agreement and the accompanying Lease, together with any extensions thereof, to approve any future changes made with regard to the Facilities. Except as otherwise provided for regarding any future development of tennis courts, Unit #4 shall not construct any other buildings or structures of any kind or character upon the Property.

H. The playground and pavilion at the Park shall be maintained by the Park District together with the new and existing internal Park paths; provided that, any paved surfaces constructed in connection with the Unit #4 Facilities shall be maintained by it.

I. Skate Park shall be maintained by the Park District, and the Park District shall maintain all trees and planting in the Park, including without limitation the Flower Island(s), if any.

J. Any branding, sponsorship signage, or naming rights at the Park or any of the Facilities, including the ball fields, must be approved by the Park District and be consistent with the Park District's naming rights policy. Such rights, if any, shall be initiated through the Operating Committee subject to the Park District's approval, which shall not be unreasonably withheld. In addition, the appropriate Unit #4 committee shall be consulted. Any payment or compensation associated therewith shall be allocated to the Party to which it relates; provided that, to the extent that the Park District obtains, undertakes, or initiates the process of facilitating a sponsorship for Unit #4 Facilities, Unit #4 will receive the compensation for such sponsorship except for fifty percent (50%) of the sponsorship amount, which shall be remitted to Park District. Park District shall maintain its own signage, and any signage associated with Unit #4 Facilities shall be maintained by it.

K. The Park District may continue to rent the pavilion at the Park, with any revenue generated from such rentals to be allocated to the Park District. Unit #4 or Park District may rent the baseball game field upon such terms and conditions as deemed appropriate during the scheduled periods when such field is under the operational control of the respective Party and upon such terms and conditions as the respective Party deems appropriate; provided that, any revenue generated from such rentals shall be allocated to the Party that rents the fields.

L. The Parties understand and acknowledge that the greater portion of the impervious surface at Park will be associated with the Facilities, including without limitation, the locker/restroom/concession building and Harris Avenue parking lot. Accordingly, Unit #4 shall reimburse the Park District for the annual stormwater fees associated with the locker/restroom/concession building and any other impervious area constructed by Unit #4 that is subject to such fee. Park District shall provide Unit #4 with documentation demonstrating such proportionate fee. Such reimbursement shall increase in the event Unit #4 subsequently constructs new tennis courts or makes any other improvements to the impervious surface area of the Park with the permission of the Park District.

6. Temporary Construction Easement. The Park District, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, and the conditions and agreement contained herein, hereby gives, grants, and conveys to Unit #4, a temporary easement, a privilege, right and authority to work, erect, construct, install and/or lay all of the improvements set forth in this Agreement and such further agreements for the construction of the Facilities contemplated hereby in order to complete such construction. With regard to such easement, Unit #4 shall hold harmless, indemnify and defend the Park District, its commissioners, officers, employees, agents, representatives, and volunteers harmless from any and all loss, liabilities, damages, suits, actions, claims, demands, expenses, attorneys fees and costs of any kind and nature whatsoever incurred by or asserted or imposed against the Park District or its commissioners, officers, employees, agents, representatives, and volunteers, or any of them by reason of any accident, injury, including death, or damage to any person or property however caused, arising out of or in connection with any use, non-use, possession, occupation, existence, condition, operation, design, construction, maintenance or management of or in connection with the construction of the Facilities and any appurtenances thereto, unless caused by the sole conduct of the Park District for which it could be held liable pursuant to the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

7. Champaign-Urbana Special Recreation. The Parties understand and acknowledge that Champaign-Urbana Special Recreation (hereinafter referred to as, "CUSR") is an important aspect of the operations of the Park District. CUSR currently utilizes space at the building at the Park which will be demolished in connection with construction of the Facilities. Accordingly, CUSR will be displaced from the Park. Unit #4 shall, in conjunction with the Park District, make available reasonably suitable space as agreed upon by the Parties to provide programmatic accommodations in order for CUSR to continue its functions for the benefit of the citizens who utilize its services. Such space shall be made available at no cost to CUSR or Park District for a period not to exceed six (6) years, subject to changes agreed upon by the Parties from time to time; provided that, the conditions and space available for CUSR shall at no time be quantitatively or qualitatively less than made available to other programs of the Parties, and shall at all times be compliant with the Americans With Disabilities Act and the Americans With Disabilities Amendments Act, including without limitation any applicable regulations or court decisions.

8. Termination and Breach. This Agreement shall remain in effect for the period described herein. In the event that either Party breaches, defaults in the performance of, or otherwise fails to comply with this Agreement, the other Party shall provide notice of such breach, default, or non-performance and grant sixty (60) days after the date of such notice to cure such circumstance. In the event the defaulting Party is in good faith undertaking measures to cure such default, the non-defaulting shall grant an additional sixty (60) days to complete such cure. The failure to cure shall be a basis for termination of this Agreement on the service of a further thirty (30) day notice. The Parties may otherwise terminate this Agreement by a mutual written agreement between them.

9. General Operation Costs. The general costs of operating and maintaining the Park and Facilities include, without limitation, to each Party the following:

A. Utilities (natural gas, electricity, sanitary sewer, water, telephone, cable television, fire/security alarms, and the like).

B. Field and grounds related supplies, including fertilizer, dirt, preparation, supplies, and the like.

C. Maintenance equipment, large and small tools, and the like.

D. Employee compensation and benefits, with it being understood between the Parties that Unit #4 shall be responsible for all salary, benefits, employee health insurance, retirement compensation and contributions, social security, employment insurance, workers compensation and other compensation for its employees of any classification or job description whatsoever who undertake work or perform services at the Facilities, and Unit #4 shall hold the Park District harmless for any claims related thereto.

E. Expenses related to programming at the Facilities.

F. The Parties may jointly approve an annual budget for operations and capital replacement costs for the Facilities consistent with the Parties' respective fiscal years (May 1 to April 30 for Park District and July 1 to June 30 for Unit #4).

10. Revenue. All income from programs, including admissions and memberships or passes to Unit #4 affiliated baseball games, if any, shall be retained by Unit #4, and all income from programs, including admissions and memberships or passes to Park District affiliated baseball games, if any, shall be retained by the Park District Booster or parent clubs holding events officially sanctioned by either Party that are designated as fundraisers to support functions of that Party shall be retained by the Party sponsoring such event after costs associated with such event have been paid.

11. Operating Committee. Operation and maintenance of the Facilities shall be as set forth herein. Except as otherwise required of and by the Boards of the respective Parties, there shall be a seven (7) person committee comprised and consisting of three (3) representatives from Unit #4, and four (4) representatives from the Park District (hereinafter referred to as, the "Operating Committee"). The members of the Operating Committee on behalf of Unit #4 shall consist of its High School Principal or designee, Operations Supervisor, and Athletic Director. The Operating Committee members on behalf of the Park District shall consist of the Director of Planning, Director of Operations, Director of Recreation, and Sports Manager.

Except as otherwise set forth herein, the direct and indirect costs of the respective Parties arising from the use and operation of the Facilities and the Property shall be the responsibility of the Parties. Acting through the Operating Committee, the Parties shall jointly prepare and implement an annual schedule of activities and events for the Facilities and determine the allocation of costs between them with respect thereto. The determination regarding such scheduling and allocation of costs shall serve as a recommendation for expenditures to the governing Boards of the Parties, except as may otherwise be appropriately delegated by such Boards.

12. Conflict Resolution. Any disputed matter between the Parties regarding operation, maintenance, and utilization of the Facilities shall initially be directed for resolution to the Operating Committee. In the event that the Operating Committee cannot resolve the disputed matter, including without

limitation, when all representatives of a respective Party vote in an opposing manner on a matter, such action shall be deemed a tie vote and no decision, and further subject the matter to the conflict resolution procedures herein. The matter will be referred to the Executive Director of the Park District and the Superintendent of Unit #4, who will work together to resolve the matter. To the extent that such Executive Director and Superintendent cannot resolve the matter within a reasonable period, not to exceed fourteen (14) days after it is presented to them, then the matter will be referred to the governing boards of the Parties, or in the alternative the following procedure shall be employed. Each Party's governing board shall designate one person and those persons shall select a third person to act as a committee to resolve the matter on behalf of the Parties. The decision of such ad hoc dispute resolution committee shall be binding upon the Parties, unless the decision requires a Party to act in a manner that is prohibited by law or the governing boards prescribe another procedure. In that event, the resolution committee shall reconvene to decide on a course of action which is within the statutory powers of the respective Parties or prescribed procedure.

13. Unit #4 shall pay all costs associated with the removal, relocation and reconstruction of any current structures or facilities within the Park as may be required by Unit #4 for the construction of the Facilities contemplated by this Agreement, and all plans and actions shall be subject to final approval by Park District according to its standards.

14. Liability Insurance. The Parties shall obtain the necessary liability, property and casualty insurance as their respective interests appear. Unit #4 shall keep in full force and effect at all times during this Agreement workers compensation and comprehensive general liability insurance policy, including 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 Unit #4 shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Unit #4 insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate endorsements or riders necessary to assure coverage. Failure of the Park District to demand such certificate, endorsements, riders, or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency in the evidence that is provided shall not be construed as a waiver of Unit #4's obligation to maintain such insurance. The policy shall not be cancelled or amended without at least thirty (30) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverages being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded Unit #4. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from Unit #4. In such event, Unit #4 shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that Unit #4 may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance as well as such endorsements or riders otherwise conforming to and in compliance with the terms hereof, promptly upon such change. All insurance shall afford coverage on an "occurrence" and not a "claims made" basis:

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

act, failure or omission on the part of Unit #4 or any of its directors, officers, employees, agents, representatives, and volunteers in carrying out of the terms of this Agreement.

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

16. General Provisions.

A. Each Party will bear its respective expenses (including fees and expenses of legal counsel, financial advisers, design professionals or other representatives or consultants) in connection with the transactions contemplated by this Agreement, except as otherwise provided for herein.

B. The provisions of this Agreement and all duties, obligations and rights arising therefrom shall be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that could otherwise be construed to cause the application of the laws of any jurisdiction other than the State of Illinois. In the event of any claim or suit regarding this Agreement, Champaign County, Illinois shall be the applicable venue for any such claim(s) or suit.

C. This Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto, except having attached to it additional signature pages.

17. Representations. The Parties hereto represent and warrant that the execution, delivery and performance of this Agreement has been duly authorized by all necessary resolutions or other actions of the respective governing Boards and this Agreement has been duly executed by the Parties freely and voluntarily acting in accordance therewith.

18. Public Statements. Each Party shall use reasonable efforts to coordinate any news releases or public statements associated with this Agreement, including any terms and conditions hereof that may be of public interest.

19. Notices. Any notice or other communication required or permitted to be given in connection with this Agreement shall be in writing, and shall be deemed to have been given on the date and at the time sent by certified mail, return receipt requested, to the respective Party at the address set forth below, or at such other address as the Parties shall provide to each other in writing. In addition, any such notice shall be contemporaneously sent by the first class regular U.S. Mail:

If to Unit #4:

President, Board of Education
Champaign Unit #4 School District
703 S. New Street
Champaign, IL 61820
Facsimile: (217) 351-3871

and

Superintendent
Champaign Unit #4 School District
703 S. New Street
Champaign, IL 61820
Facsimile: (217) 351-3871

If to Park District:

President, Board of Commissioners
Champaign Park District
706 Kenwood Road
Champaign, IL 61821
Facsimile: (217) 355-8421

and

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

20. Assignment. This Agreement shall not be assigned or delegated by either Party to any person, entity, subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of the other Party, which shall not be unreasonably withheld. If Park District permits assignment of the rights provided for hereunder at any one or more times, such assignment shall not be deemed permission to assign the rights or performance of this Agreement at any other time or times.

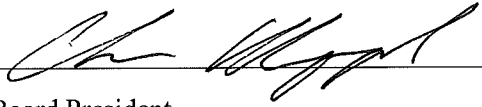
21. Severability. In the event any one or more of the provisions contained in this Agreement are held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision(s) shall be deemed severed from this Agreement, and the validity, legality, or enforceability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

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

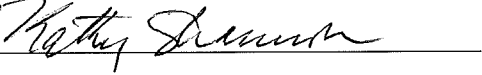
23. Entire Agreement and Amendment. This Agreement and any exhibits, addenda or amendments to it executed in writing by the Parties constitute(s) the entire contract between Park District and Unit #4 with respect to the subject matter hereof and supersede(s) any prior agreements between them whether written or oral, and may be changed, modified or amended only by mutual written agreement executed by Park District and Unit #4.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto effective as the day and year first set forth above.

**THE BOARD OF EDUCATION OF
CHAMPAIGN COMMUNITY UNIT
SCHOOL DISTRICT #4**

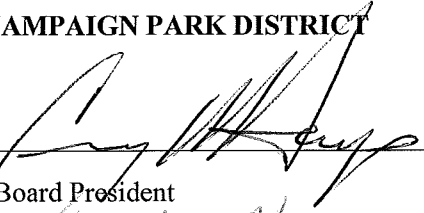
By 

Its Board President

By 

Its Secretary

CHAMPAIGN PARK DISTRICT

By 

Its Board President

By 

Its Secretary

POTENTIAL
SITE LOCATIONS
PICKLEBALL
COMPLEX



**CHAMPAIGN
PARK DISTRICT**





SEAMAN FIELD – CENTENNIAL PARK





SEAMAN FIELD @ CENTENNIAL PARK

SEAMAN FIELD





DODDS PARK 4-PLEX





DODDS PARK – 4-PLEX



DODDS PARK – 4-PLEX



PARKLAND COLLEGE TENNIS COURTS





PARKLAND TENNIS



Parkland Tennis



Parkland Tennis

Parkland Tennis





DODDS PARK – SOCCER





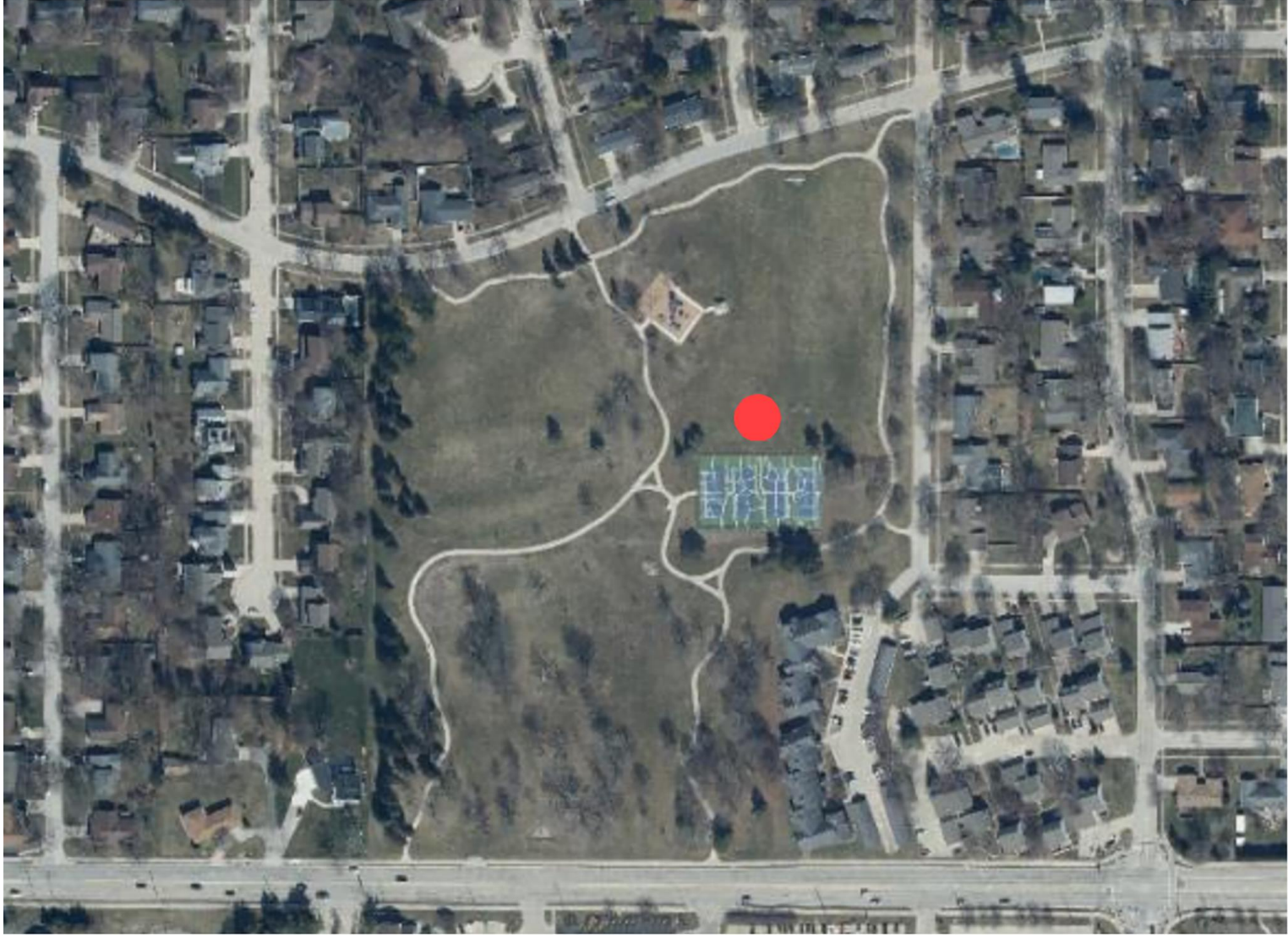
DODDS PARK - SOCCER



Dodds Park - Soccer



MORRISSEY PARK





Morrissey Park

Morrissey Park





Morrissey Park



ZAHND PARK / YMCA







ZAHND PARK / YMCA



ZAHND PARK /
YMCA





Zahnd Park /
YMCA



ZAHND PARK / YMCA



Zahnd Park / YMCA



ZAHND PARK / YMCA



ZAHND PARK / YMCA