



**CHAMPAIGN
PARK DISTRICT**

AGENDA

REGULAR BOARD MEETING

REMOTE MEETING HELD VIA TELECONFERENCE

(As permitted by 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=b0dtNHNmelpYit1cTg1cXdISXRUZz09>

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, August 11, 2021, and sent to joe.deluce@champaignparks.org.

**Wednesday, August 11, 2021
7:00 P.M.**

A. CALL TO ORDER

B. Presentation – Neil Strack and Brian Kesler, Architectural Expressions – Pickleball Complex

C. COMMENTS FROM THE PUBLIC

D. COMMUNICATIONS

E. TREASURER'S REPORT

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

F. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

G. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

H. REPORT OF OFFICERS

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

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

August 11, 2021

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I. CONSENT AGENDA

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

1. Approval of Minutes of the Regular Board Meeting, July 14, 2021
2. Approval of Minutes of the Executive Session Minutes, July 14, 2021
3. Approval of Minutes of the Special Board Meeting, July 28, 2021
4. Approval of Minutes of the Executive Session, July 28, 2021
5. Approval of a Resolution Ratifying Change Order No 4 for the Martens Center Construction
6. Approval of a Resolution Authorizing Change Order No 6 for the Martens Center Construction

J. NEW BUSINESS

1. Approval of Disbursements
Staff recommends approval of the list of disbursements for the period beginning July 14, 2021 and ending August 11, 2021. **(Roll Call Vote)**
2. Approval of Agreement for Paper Recycling and Shredding Services
Staff recommends authorizing the Executive Director to execute a 3-year agreement with Midwest Fiber/Confidential On-Site Paper Shredding (COPS) for facility paper shredding services with an option to renew for one additional 3-year term. **(Roll Call Vote)**
3. Approval of Application for National Endowment for the Arts (NEA) Grant for the Virginia Theatre
Staff recommends the Park Board authorize staff to apply for the American Rescue Plan Grant in the amount of \$150,000.00 from the National Endowment for the Arts in support of House-presented events at the Virginia Theatre.
(Roll Call Vote)

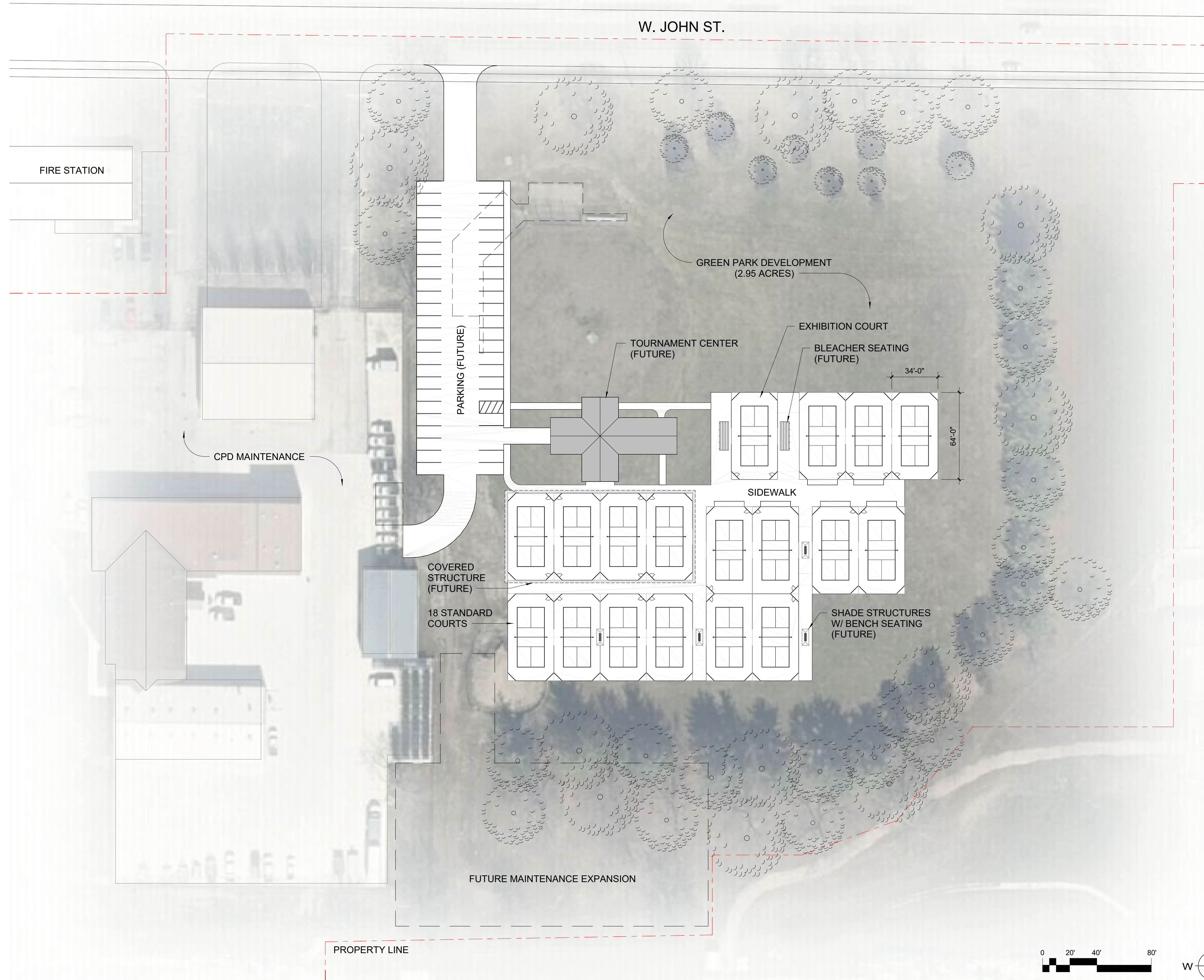
K. COMMENTS FROM COMMISSIONERS

L. EXECUTIVE SESSION

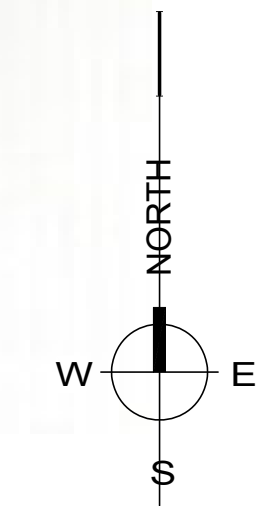
The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. **(Roll Call Vote)**

H. RETURN TO REGULAR MEETING

M. ADJOURN



1 SITE DIAGRAM- SEAMAN FIELD
1" = 40'-0"



ARCHITECTURAL EXPRESSIONS, LLP
100 CHESTNUT, SUITE 300,
CHAMPAIGN, IL 61820
PHONE: 217-378-5300 FAX: 217-378-8512
www.aexllp.com
IL DESIGN FIRM No. 184-001487

DATE: _____
LIC. EXP.: _____

SITE PLAN - SEAMAN FIELD
PICKLEBALL COURTS
CHAMPAIGN PARK DISTRICT
CHAMPAIGN, IL

No.	Description	Date

PRELIMINARY

Project Number 6379
Date 08/06/21
Drawn By JLK
Checked By AEX

SP101a



1 NORTH EAST AERIAL VIEW



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SEAMAN FIELD AERIAL

PICKLEBALL COURTS

CHAMPAIGN PARK DISTRICT

CHAMPAIGN, IL

No.	Description	Date

PRELIMINARY

Project Number	6379
Date	08/06/21
Drawn By	JLK
Checked By	AEX

SP101b

PROJECT COST OPINION

Project:	Seaman Field		DATE:	7/30/2021
Owner:	Champaign Park District		AEX#:	6379
Description:	18 Court Pickleball Complex: 39,168 SF		OWNR#:	
	Court: SF	\$/SF: N/A	REV#:	
ITEM			%	AMOUNT
Pre-Planning Cost				N/A
Site Survey and Soil Investigation				N/A
Site Preparation (Incl. Demolition/Disposal)				\$ 15,000.00
Hazardous Materials Remediation (Allowance)				N/A
Off-Site Work				N/A
WORK ITEM	ESTIMATE	\$/SF:		
GENERAL-No Concession Building	-	-		
COURT CONSTRUCTION	365,109.08	-		
SHELL				
SUPERSTRUCTURE	-	-		
EXTERIOR CLOSURE	-	-		
ROOFING	-	-		
INTERIORS	-	-		
SERVICES				
CONVEYING	-	-		
PLUMBING	-	-		
HVAC	-	-		
FIRE PROTECTION	-	-		
ELECTRICAL	96,625.00	-		
Service Upgrade, Site Lighting				
EQUIPMENT & FURNISHINGS				
EQUIPMENT & FURNISHINGS	-	-		
SPECIAL CONSTRUCTION				
Fencing	92,280.00	-		
SITE WORK				
Sidewalks, Patios	141,657.40	-		
Total Construction Contracts	695,671.48	-		\$ 695,671.48
General Contractor Markups (General Conditions, Overhead, and Profit)			15%	\$ 104,350.72
SUBTOTAL CONSTRUCTION RELATED ITEMS			-	\$ 800,022.20
Fixtures, Furnishings and Equipment (FFE)				
Architectural/Engineering Fees (Estimated)			5%	\$ 40,001.11
Owner's Rep				\$ -
Other Consulting Fees: Civil Eng.			3%	\$ 24,000.67
Other Reimbursables (Printing)				
Bonds, Permits and Fees (not included in construction contracts)				
Fixed Capital Equipment (not in construction contracts)				
Building or Property Acquisition				
Other Costs				
SUBTOTAL PROJECT RELATED ITEMS			-	\$ 879,023.98
Contingency and Covid Multiplier			15%	\$ 131,853.60
TOTAL FOR PROJECT			-	\$ 1,010,877.57

Need to determine grade and fill requirements
Baseball fencing and dugouts

\$20,283 per court

No site irrigation or drinking fountains included

ELECTRICAL

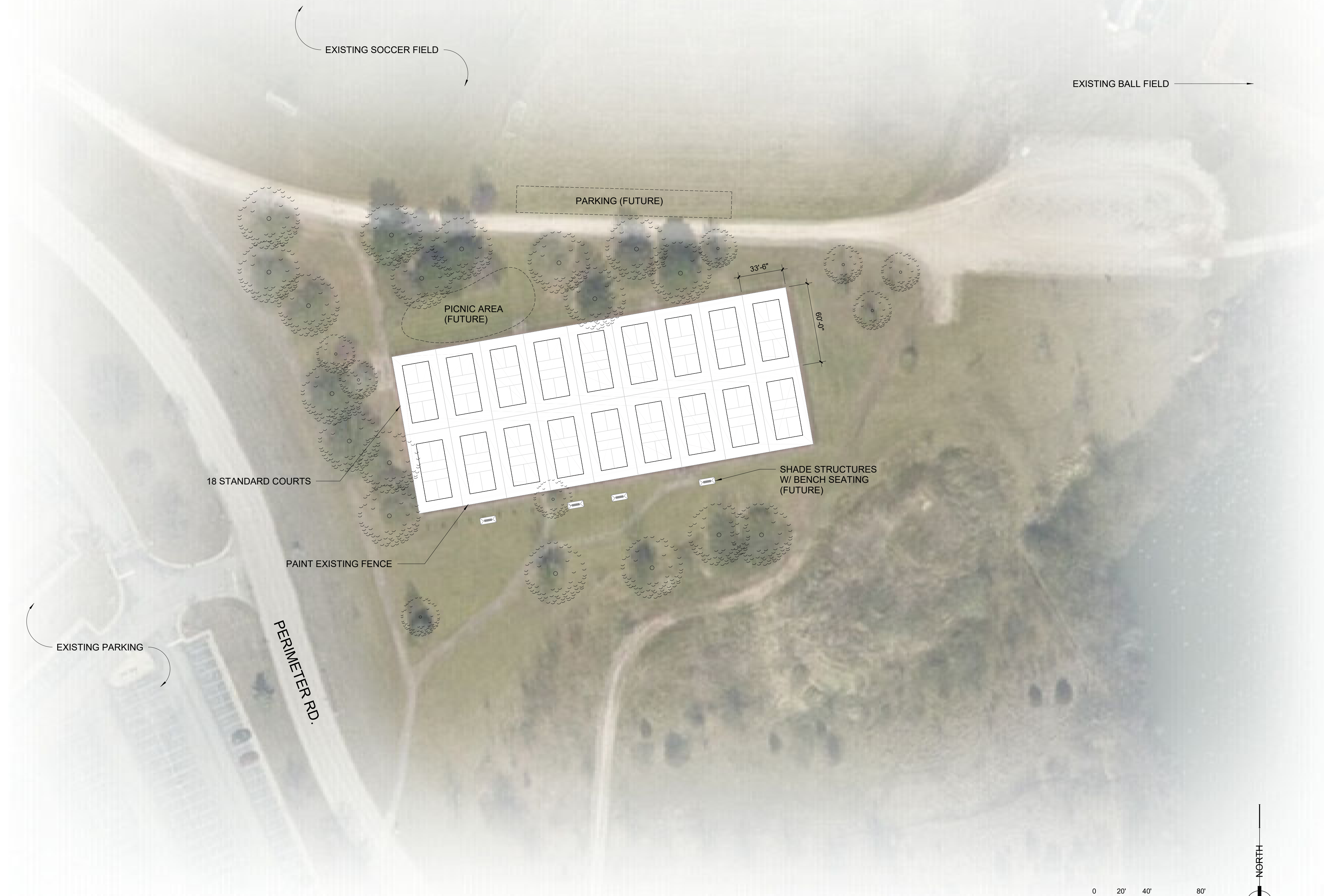
DESCRIPTION	QUANTITY	U	UNIT COST	COST
Upgrade to 600 Amp, w/ switchboard, underground	1	LS	\$6,625.00	\$6,625.00
LED Site Lighting Courts	18	LS	\$5,000.00	\$90,000.00
Future-LED Site lighting Parking Lot	12	EACH		\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
CONSTRUCTION COST			\$	96,625.00

SPECIAL CONSTRUCTION

DESCRIPTION	QUANTITY	U	UNIT COST	COST	
Future-Tension/ Fabric Structure; Shading 4 Courts	9250	SF		\$0.00	
Future-Grandstand- 90 seats: Permanent closed deck, steel, composit design	90	SEATS		\$0.00	
Future-Flagpoles	2	EACH		\$0.00	
New Fence Screen 8' high	1540	LF	\$42.00	\$64,680.00	
New Fence Screen 4' High	1200	LF	\$23.00	\$27,600.00	
Acousti Screen				\$0.00	
Future-Shade Canopies	3	LS		\$0.00	
				\$0.00	No signage included
CONSTRUCTION COST				\$92,280.00	

SITE WORK

DESCRIPTION	QUANTITY	U	UNIT COST	COST
Temporay Construction Fence	1300	LF	27	\$35,100.00
Clean and Grub Site	2.5	Acre	\$ 11,902.00	\$29,755.00
Bulk Excavation	8296	CY	\$2.95	\$24,473.20
Spread and compact dumped materials	8296	CY	\$3.39	\$28,123.44
Curb Cut and approach	1	LS		\$0.00
Parking Lot for 65 cars,8' Base, 3" Bit.	65	PER CAR		\$0.00
24' wide Roadway Bit. 3- 1/2"	180	LF		\$0.00
Concrete Sidewalks/Patios, 6"	5674	SF	\$8.66	\$49,136.84
Future-Concrete Sidewalks/Patios, 6"	2560	SF		\$0.00
Fine Grading & Seeding	2404	SY	\$4.23	\$10,168.92
Future-Fine Grading & Seeding	2404	SY		\$0.00
				\$0.00
CONSTRUCTION COST				\$ 141,657.40



1 SITE DIAGRAM - PARKLAND COLLEGE
1" = 40'-0"



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SITE PLAN - PARKLAND COLLEGE
PICKLEBALL COURTS
CHAMPAIGN PARK DISTRICT
CHAMPAIGN, IL

No.	Description	Date

PRELIMINARY

Project Number 6379
Date 08/06/21
Drawn By JLK
Checked By AEX

SP103

PROJECT COST OPINION

Project:	Parkland- Existing Tennis Courts	DATE:	7/30/2021
Owner:	Champaign Park District	AEX#:	6379
Description:	18 Court Pickleball Complex: 36,000 SF	OWNER#:	
	Court: SF	\$/SF: N/A	REV#:
ITEM		%	AMOUNT
Pre-Planning Cost			N/A
Site Survey and Soil Investigation			N/A
Site Preparation (Incl. Demolition/Disposal)			
Hazardous Materials Remediation (Allowance)			N/A
Off-Site Work			N/A
WORK ITEM	ESTIMATE	\$/SF:	
GENERAL- No Concession Building	-	-	
COURT CONSTRUCTION	387,811.00	-	
SHELL			
SUPERSTRUCTURE	-	-	
EXTERIOR CLOSURE	-	-	
ROOFING	-	-	
INTERIORS	-	-	
SERVICES			
CONVEYING	-	-	
PLUMBING	-	-	
HVAC	-	-	
FIRE PROTECTION	-	-	
ELECTRICAL	96,625.00	-	
Service Upgrade, Site Lighting			
EQUIPMENT & FURNISHINGS	-	-	
SPECIAL CONSTRUCTION	39,720.00	-	
Fencing			
SITE WORK	-	-	
Total Construction Contracts	524,156.00	-	\$ 524,156.00
General Contractor Markups (General Conditions, Overhead, and Profit)		15%	\$ 78,623.40
SUBTOTAL CONSTRUCTION RELATED ITEMS		-	\$ 602,779.40
Fixtures, Furnishings and Equipment (FFE)			
Architectural/Engineering Fees (Estimated)		5%	\$ 30,138.97
Owner's Rep			\$ -
Other Consulting Fees: Civil Eng.		3%	\$ 18,083.38
Other Reimbursables (Printing)			
Bonds, Permits and Fees (not included in construction contracts)			
Fixed Capital Equipment (not in construction contracts)			
Building or Property Acquisition			
Other Costs			
SUBTOTAL PROJECT RELATED ITEMS		-	\$ 651,001.75
Contingency and Covid Multiplier		15%	\$ 97,650.26
TOTAL FOR PROJECT		-	\$ 748,652.01

Assuming surface removal and base reused
Refer to Court Construction

\$18,878 per court

No site irrigation or drinking fountains included

COURT CONSTRUCTION

DESCRIPTION	QUANTITY	U	UNIT COST	COST
				\$0.00
Remove Existing Nets/ Posts/ Anchors Foundations	6	SET	\$4,000.00	\$24,000.00
Remove Existing Asphalt Pavement	4000	SY	\$6.00	\$24,000.00
				\$0.00
Aggregate Base Course 2" Ave.	435	TON	\$51.00	\$22,185.00
Bit. Mtls. Prime Coat MC-30	990	GAL	\$6.00	\$5,940.00
HMA Bit. Binder Course 2"	444	Ton	\$130.00	\$57,720.00
Bit. Mtls. Tack Coat NTEA	397	GAL	\$8.00	\$3,176.00
HMA Bit. Surface Course 1 1/2"	333	TON	\$160.00	\$53,280.00
Install foundations/Post/Anchors/ Nets/Etc.	18	SET	\$2,200.00	\$39,600.00
Paint Court color system/Stripping/Nets/ Posts/ Anchors	36,000	SF	\$2.60	\$93,600.00
				\$0.00
Construction Layout	1	LS	6750	\$6,750.00
Mobilization of Equipment	1	LS	5000	\$5,000.00
				\$0.00
Court Surface System(All Weather Court)	36,000	SF	1.46	\$52,560.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

CONSTRUCTION COST

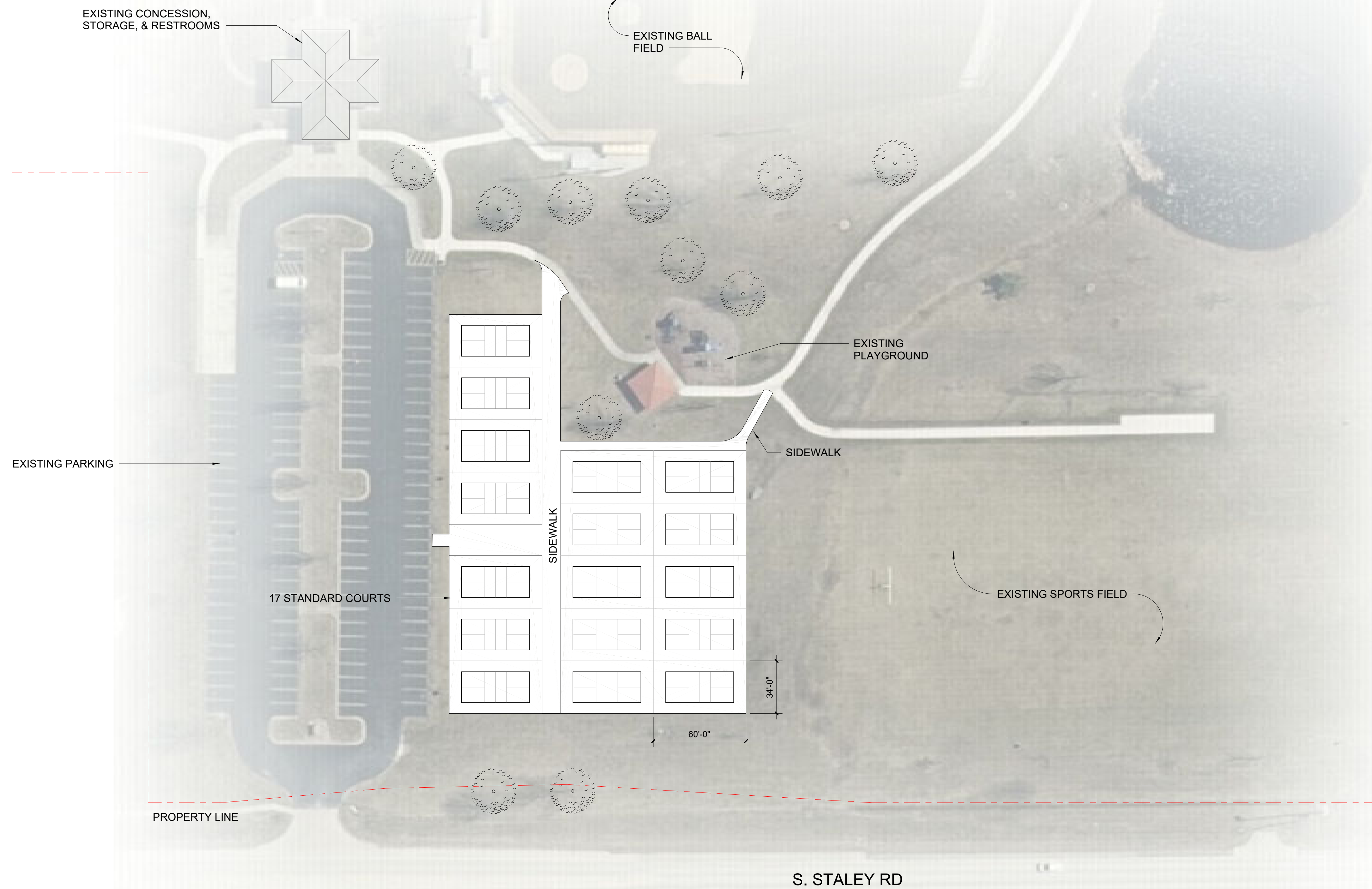
\$387,811.00 \$21,545 cost per court

SPECIAL CONSTRUCTION

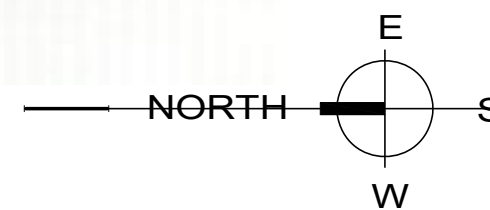
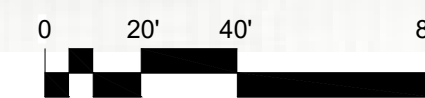
DESCRIPTION	QUANTITY	U	UNIT COST	COST	
				\$0.00	
				\$0.00	
				\$0.00	
Repair and paint Fence Screen 8' high	840	LF	\$21.00	\$17,640.00	
New Fence Screen 4' High	960	LF	\$23.00	\$22,080.00	
Acousti Screen				\$0.00	
Future-Shade Canopies	5	LS		\$0.00	
				\$0.00	No signage included
CONSTRUCTION COST				\$39,720.00	

SITE WORK

DESCRIPTION	QUANTITY	U	UNIT COST	COST
Temporay Construction Fence				\$0.00
Future-Clean and Grub Site, parking area	0.5	Acre		\$0.00
Bulk Excavation				\$0.00
Spread and compact dumped materials				\$0.00
Future-Parking Lot for 18 cars,8" Base, 3" Bit.	18	PER CAR		\$0.00
Future-24' wide Roadway Bit. 3- 1/2"	120	LF		\$0.00
Future-Concrete Sidewalks/Patios, 6"	4470	SF		\$0.00
FutureFine Grading & Seeding	1100	SY		\$0.00
				\$0.00
				\$0.00
CONSTRUCTION COST				\$0.00



① SITE DIAGRAM- ZAHND PARK
1" = 40'-0"



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DATE: _____
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SITE PLAN - ZAHND PARK
PICKLEBALL COURTS
CHAMPAIGN PARK DISTRICT
CHAMPAIGN, IL

No.	Description	Date

PRELIMINARY

Project Number	6379
Date	08/06/21
Drawn By	JLK
Checked By	AEX

SP102

PROJECT COST OPINION

Project:	Zahnd Park 3a		DATE:	7/30/2021
Owner:	Champaign Park District		AEX#:	6379
Description:	17 Courts Pickleball: 36,992 SF		OWNER#:	
	Court: SF	\$/SF: N/A	REV#:	
ITEM			%	AMOUNT
Pre-Planning Cost				N/A
Site Survey and Soil Investigation				N/A
Site Preparation (Incl. Demolition/Disposal)				N/A
Hazardous Materials Remediation (Allowance)				N/A
Off-Site Work				N/A
WORK ITEM	ESTIMATE	\$/SF:		
GENERAL-No Concession Building Addition	-	-		
Breezeway, Storage , Fireplace Addition				
COURT CONSTRUCTION	344,758.52	-		
SHELL				
SUPERSTRUCTURE	-	-		
EXTERIOR CLOSURE	-	-		
ROOFING	-	-		
INTERIORS	-	-		
SERVICES				
CONVEYING	-	-		
PLUMBING	-	-		
HVAC	-	-		
FIRE PROTECTION	-	-		
ELECTRICAL	91,625.00	-		
Service Upgrade, Site Lighting				
EQUIPMENT & FURNISHINGS	-	-		
SPECIAL CONSTRUCTION	86,400.00	-		
Fencing				
SITE WORK	140,484.25	-		
Sidewalks,Patios				
Total Construction Contracts	663,267.77	-		\$ 663,267.77
General Contractor Markups (General Conditions, Overhead, and Profit)			15%	\$ 99,490.17
SUBTOTAL CONSTRUCTION RELATED ITEMS				\$ 762,757.94
Fixtures, Furnishings and Equipment (FFE)				
Architectural/Engineering Fees (Estimated)			5%	\$ 38,137.90
Owner's Rep				\$ -
Other Consulting Fees: Civil Eng.			3%	\$ 22,882.74
Other Reimbursables (Printing)				
Bonds, Permits and Fees (not included in construction contracts)				
Fixed Capital Equipment (not in construction contracts)				
Building or Property Acquisition				
Other Costs				
SUBTOTAL PROJECT RELATED ITEMS				\$ 823,778.57
Contingency and Covid Multiplier			15%	\$ 123,566.79
TOTAL FOR PROJECT				\$ 947,345.36

Court Area: 94% Compared to Seaman

Need to determine grade and fill requirements

\$20,279 per pickleball court

No site irrigation or drinking fountains included

COURT CONSTRUCTION

DESCRIPTION	QUANTITY	U	UNIT COST	COST
Aggregate Base Course 2" Ave.	445	TON	\$51.00	\$22,695.00
Bit. Mtls. Prime Coat MC-30	1011	GAL	\$6.00	\$6,066.00
HMA Bit. Binder Course 2"	454	Ton	\$130.00	\$59,020.00
Bit. Mtls. Tack Coat NTEA	405	GAL	\$8.00	\$3,240.00
HMA Bit. Surface Course 1 1/2"	340	TON	\$160.00	\$54,400.00
Install foundations/Post/Anchors/ Nets/Etc.	17	SET	\$2,200.00	\$37,400.00
Paint Court color system/Stripping/Nets/ Posts/ Anchors	36,992	SF	\$2.60	\$96,179.20
				\$0.00
Construction Layout	1	LS	6750	\$6,750.00
Mobilization of Equipment	1	LS	5000	\$5,000.00
				\$0.00
Court Surface System(All Weather Court)	36,992	SF	1.46	\$54,008.32
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

CONSTRUCTION COST

\$344,758.52

ELECTRICAL

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U</u>	<u>UNIT COST</u>	<u>COST</u>	
Upgrade to 600 Amp, w/ switchboard, underground	1	LS	\$6,625.00	\$6,625.00	Need to verify if required?
LED Site Lighting Pickleball Courts	17	LS	\$5,000.00	\$85,000.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
CONSTRUCTION COST				\$ 91,625.00	

SPECIAL CONSTRUCTION

DESCRIPTION	QUANTITY	U	UNIT COST	COST	
FutureTension/ Fabric Structure; Shading 4 Courts	9250	SF		\$0.00	
New Fence Screen 8' high	1400	LF	\$42.00	\$58,800.00	
New Fence Screen 4' High	1200	LF	\$23.00	\$27,600.00	
Acousti Screen				\$0.00	
Future-Shade Canopies	2	LS		\$0.00	
				\$0.00	No signage included
CONSTRUCTION COST				\$86,400.00	

SITE WORK

DESCRIPTION	QUANTITY	U	UNIT COST	COST
Temporay Construction Fence	1300	LF	27	\$35,100.00
Clean and Grub Site	0.83	Acre	\$ 11,902.00	\$9,878.66
Bulk Excavation	2820	CY	\$2.95	\$8,319.00
Spread and compact dumped materials	2821	CY	\$3.39	\$9,563.19
Concrete Sidewalks/Patios, 6"	7840	SF	\$8.66	\$67,894.40
Fine Grading & Seeding	2300	SY	\$4.23	\$9,729.00
				\$0.00
				\$0.00
CONSTRUCTION COST				\$140,484.25

Pickleball Courts Comparison							
Champaign Park District							
Preliminary July 20,2021							
	Zahnd 1	Zahnd 2	Zahnd 3a	Parkland 4c	Seaman 5c	Hallbeck 6	Johnston
Site/Courts Data							
Total acreage of park	20.6	20.6	20.6		69.6	6.1	15.1
% of site for courts			6.50%		3.90%	59%	
Total number of courts	20	20	13	18	18	18	
Court Size	Preferred	Preferred	Preferred	Minimum	Preferred	Preferred	
Future Courts	No	No	No	Yes	Yes-10	No	
Shaded courts	0	4	4	0	4	4	
Direction/Orientation of courts	N-S	N-S	N-S	N-S	N-S	N-S	N-S
Combination courts	0	0	0	0	0	1	
Parking and Access							
Access from arterial street	Yes	Yes	Yes	Yes	Yes	Yes	No
Parking available on site	122	122	122	Generous-Parkland	None	None	
New parking added	0	27	0	18	65	30	
Options for future parking	Limited	Yes	Limited	Yes	Yes	Yes	Limited
Street parking in vicinity	No	No	No	Yes	No?	No	Occupied
Off site parking options	Yes-Fields/YMCA	Yes-Fields/YMCA	Yes-Fields/YMCA	Yes	Yes-Centennial, CPD parking after hours	Yes-The Crossing	No
Tournament Considerations							
Easy access to Interstate	Yes	Yes	Yes	Yes	Yes	Yes	No
Viewing/bleacher options	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Registration/hospitality space	No	Yes	Yes-Limited	Yes	Yes	Yes	
Vendor space							
Environmental Conditions and Impact							
Neighborhood impact	Minimal	Minimal	Minimal	Minimal	Minimal	Some	Yes
Changes to trees/vegetation	No	No	No	No	No	No	Yes
Drainage issues	Modifications req'd	No	Modifications req'd	No	No	No	No
Grading and fill needed	More	Less	More	Less	Less	Less	Less
Lighting impact				None	None		
Existing amenities removed	No	Yes-sports field	No	No	Ballfield	No	
Perception	Active/Park	Active/Park	Active/Park	Isolated	Active/Students	Active Comerc'l	Too Residential
Amenities							
Restrooms-existing	Yes	Yes, but remote	Yes				
Concessions-existing	Yes	Yes, but remote	Yes				
Storage-new/added	No	Yes	Yes	No	Yes	Yes	
Restrooms-New	No	Yes	No	Porta-Potties	Yes	Yes	
Concessions-New	No	Yes	No	No	Yes	Yes	
Pros and Cons							
			Pickleball Players choice	Property not owned by CPD	Baseball Backstop would need to be removed		
			Restroom onsite	Width and length of courts could be an issues min requirement	Not a good current use for Seaman Field		
			Shelter onsite	Courts in really poor condition	Room for expansion for rmore courts		
			Next to YMCA	Next to Dodds Park, next to Parkland College	Centrally located in the community		
			Tennis court needed in the area	Not very visible from nearby roads	Next to operations complex		
			Less than 20 courts	Will players go to the site to play?	Need to include windscreens		
			takes away overflow parking	Restroom may need to be porta potties	May have some earth work to make site level		
			Parking onsite	Wind could be an issue, will need to add windscreens			

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE REGULAR BOARD MEETING
BOARD OF PARK COMMISSIONERS
July 14, 2021**

The Champaign Park District Board of Commissioners held the Regular Board Meeting on Wednesday, July 14, 2021 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, and online due to President Miller's 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 Miller presided over the meeting. The sixteen individuals identified below were physically present at the meeting. Citizens were given the opportunity to participate in the teleconference at the web address:

<https://us02web.zoom.us/j/89438812005?pwd=b1VFTkVyKzVOcHk4bkhOS3hFK3N3dz09> 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 Miller 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, July 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 Kevin J. Miller, Vice President Craig W. Hays, Commissioners Barbara J. Kuhl, Jane L. Solon, and Timothy P. McMahon, Attorney Guy C. Hall, Treasurer Brenda Timmons, Joseph C. DeLuce, Executive Director, and Jarrod Scheunemann, Secretary and Assistant to the Executive Director.

Staff present in person: Andrea Wallace, Director of Finance, Andrew Weiss, Director of Planning, Dan Olson, Director of Operations, Jameel Jones, Director of Recreation, Jimmy Gleason, Director of Revenue Facilities, Steven Bentz, Director of the Virginia Theatre, and Pete Frieden, Electrical Maintenance Specialist.

Staff present electronically: Tammy Hoggatt, Director of HR, Risk and IT and Bret Johnson, Assistant Director of Operations.

Jean Flood, a representative from the League of Women's Voters and John Meerdink from GHR Engineers and Associates, Inc. also attended the meeting electronically.

Call to Order

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

Comments from the Public

None.

Communications

President Miller called attention to the communications, which had been distributed to the Board members by email.

Treasurer's Report

Ms. Timmons presented the Treasurer's Report for the month of June 2021. She noted that \$4.8 million in real estate tax distributions had been received from the County Clerk's office and overall, \$7.4 million had been received to date. Ms. Timmons highlighted increases in income from programs and fees including \$95,000 in pool pass sales.

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

Executive Director's Report

General Announcements

Mr. DeLuce asked Mr. Bentz to provide an update on the Virginia Theatre HVAC project. Reliable Plumbing has experienced unforeseen delays in delivery of the new condenser. Mr. Bentz noted that August 13, 2021 is the agreed upon date for substantial completion, but the condenser is not expected to arrive until the end of August or later.

Staff investigated several alternatives. The first alternative includes reconnecting the old condenser, but it was determined that it is not cost effective to reuse the old condenser. The second alternative involves the temporary installation of a rental condenser that would cost \$64,000 for the first month and \$3,400 per week after the first month. Such a change order would not exceed the original budget for the project at this time.

Commissioner McMahon requested more information about potential revenue that would be impacted by a delay. Mr. Bentz noted that the Park District would experience limited financial liability. Discussion ensued.

President Miller asked about the current humidity and temperature controls within the Virginia Theatre. Commissioner Solon inquired about the original condenser beings removed before arrival of the new unit. Mr. Meerdink responded that the lobby units are currently regulating the temperature and humidity. He cited the project's schedule and original ship date for the new condenser as reasons for removing the original condenser. Mr. Johnson added that the original condenser had to be disconnected to reroof and refurbish sections of steel to prepare for the installation. Discussion ensued.

Commissioner McMahon asked if events could continue if the project was not substantially completed on-time. Mr. Bentz responded that early cancellation notification would be the preferred option if the Board chooses to forego the rental alternative.

Commissioner Kuhl inquired about purchasing the rental unit. Mr. Meerdink responded that the rental condenser is a smaller stopgap unit. It would not effectively replace the larger air-cooled condenser. Discussion ensued.

Mr. DeLuce and Commissioner McMahon asked if GHR had investigated other options. Mr. Meerdink responded that a chiller coil system had been investigated and vendors indicated similar lead times. Commissioner Kuhl noted that the project will still be within budget with the change order. She requested staff's recommendation. Mr. Bentz recommended that the Board direct the general contractor to proceed with a rental condenser unit. Discussion ensued.

Vice President Hays requested information on the and impact on the schedule. The general contractor estimated it would take two and half weeks to receive the condenser, one week for set up, and one week for post-installation work.

Commissioner Kuhl requested more information on the manufacturing location of the new condenser. Mr. Meerdink responded that he would check with the supplier.

Commissioner Solon requested clarification on temperature controls while the current HVAC unit is offline. Mr. Meerdink responded that two cooling units located above the east and west lobbies of the Virginia Theatre can temporarily handle the increased load and maintain appropriate temperatures as long as the current capacity does not increase. Discussion ensued.

Mr. DeLuce requested clarification from Attorney Hall related to emergency authorization. Discussion and clarifications ensued.

Commissioner McMahon did not support moving forward with the rental unit under the circumstances. President Miller, Vice President Hays, and Commissioners Kuhl and Solon supported moving forward with the rental unit.

Staff received consensus from the Board to proceed with a rental condenser unit to offset delays until the new condenser unit is received and installed at the Virginia Theatre.

Committee and Liaison Reports

Champaign Parks Foundation

President Miller reported that the Foundation is investigating an event to precede the showing of “The Bat” at the Virginia Theatre.

Report of Officers

Attorney’s Report

Mr. Hall reported about the Park District’s seven active agreements with architecture firms as a representation of the extensive number of projects underway at the Park District.

Commissioner Solon requested clarification on the possible project at Clark Park. Mr. DeLuce responded that the project was at preliminary stages and that staff would keep the Board updated on its progress.

President’s Report

None.

Consent Agenda

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

1. Approval of Minutes of the Regular Board Meeting, June 9, 2021
2. Approval of the Minutes of the Special Board Meeting, June 23, 2021
3. Approval of Resolution Ratifying Change Order No 2 for the Martens Center Construction
4. Approval of Updates to the Board and Employee Policy Manual
 - a. Abused and Neglected Child Reporting Policy
 - b. Abused and Neglected Child Reporting Procedure and Guidelines
 - c. Bereavement Leave Policy
 - d. Criminal Background Investigations Policy
 - e. Family and Medical Leave Act Policy
5. Approval of Inclement Weather Policy

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

New Business

1. Approval of Disbursements

Commissioner Kuhl made a motion to approve the list of disbursements for the period beginning June 9, 2021 and ending July 14, 2021. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner McMahon – yes; Commissioner Solon – yes; Vice President Hays – yes; Commissioner Kuhl – yes; and President Miller – yes. The motion passed 5-0.

2. Approval of Bid for LED Outdoor Lighting at the Hessel Park Courts

Mr. Olson presented the report. He welcomed Pete Frieden, the Park District’s trade specialist in electrical work to the meeting to answer technical questions. Mr. Olson reported that the project would transition the sport courts at Hessel Park to LED lighting, increase the lighting in the pickleball area, and add four new light poles. He noted that Tepper Electric was the lowest, responsible bidder, however, Pete Frieden would be the installer.

Discussion ensued regarding the timer for the court's lighting system, the lumens of the new LED lights, and limiting defused lighting to the surrounding neighborhood.

Commissioner Kuhl requested clarification on the timer for the court's lighting system, the lumens of the LED lights and eliminating darker areas along the pathway in Hessel Park.

Commissioner Solon made a motion to approve accepting the low, responsible bid, that meets all specifications from Tepper Electric, in the amount of \$39,740 and authorized the Executive Director to make the purchase. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner Solon – yes; Commissioner McMahan – yes; President Miller – yes; and Vice President Hays – yes. The motion passed 5-0.

3. Approval of Bid for Replacement Vehicle Purchase (Truck #55)

Mr. Olson presented the report. He noted that the cost of the purchase would be slightly more than what was budgeted, but the sale of the vehicle that is being replaced is expected to cover any cost overage. Discussion ensued.

Commissioner Solon made a motion to approve accepting the only bid received, that meets all specifications, and authorized the purchase of one (1) new 2022 Ford F-550 boom truck from Equipment Technology LLC, in the amount of \$111,530.49. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner McMahan – yes; President Miller – yes; Vice President Hays – yes; Commissioner Kuhl – yes; and Commissioner Solon – yes. The motion passed 5-0.

4. Approval to Reject ITEP Grant Agreement

Mr. Weiss reported that the Park District had applied for an Illinois Transportation Enhancement Program (ITEP) grant in support of extending the North Champaign Trail. He stated that the Park District had been notified that it was awarded the grant in the amount of \$36,000. However, Mr. Weiss added that the federal requirements for the grant would add extra expenses that would not make accepting the grant worthwhile for the Park District. He noted that he learned that ITEP grant applications should exceed \$1 million dollars in order to benefit the recipient.

Commissioner Kuhl requested clarification on the purpose and location of the project. Discussion and clarifications ensued.

Vice President Hays made a motion to approve rejecting the ITEP grant agreement with Illinois Department of Transportation for the North Champaign Trail initiative. The motion was seconded by Commissioner McMahan. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner Kuhl – yes; President Miller – yes; Vice President Hays; and Commissioner McMahan – yes. The motion passed 5-0.

Discussion

1. FY22 Annual Operating Budget

Ms. Wallace presented an overview of the policy, economy, summary, and project detail sections of the FY22 Budget Book.

Commissioner McMahan asked about the budgetary process in recent years. Ms. Wallace responded that the timing of receiving the tax levy has impacted the budget's timeline. Discussion ensued.

Commissioner Solon asked if staff have met with the County Clerk to address the tax levy timeline. Commissioner Kuhl requested a letter be sent to the County Clerk to address any concerns. Mr. DeLuce responded that he would schedule a meeting with the County Clerk.

Subsequent discussion ensued about receiving the FY23 proposed budget in May, 2022. Mr. Gleason reported on the budget for the Department of Revenue Facilities. He highlighted Sholem Aquatic Center's return to 100% capacity after the lifting of COVID-19 restrictions, reductions in feed and medical costs at Prairie Farm, significant increases in dog park memberships, increased ballfield

rentals and the soccer program, reduced participation in adult softball and softball tournaments, and a COVID-19 related 37% reduction in Leonhard Recreation Center memberships.

Discussion ensued about marketing to former Leonhard Recreation Center members.

Mr. Bentz reported on the budget for the Virginia Theatre. He compared funding levels between FY19 and FY22 because of pandemic related shutdowns. Mr. Bentz highlighted the potential to solicit a marquee show, the impact of home streaming on the film industry, concessions budget, and anticipated lags in rentals. Discussion about seating arrangements for Ebertfest ensued. Mr. Bentz responded that limited capacities and “gap” seating had been requested by Chaz Ebert. Mr. DeLuce noted that Ebertfest will have reserve seating for the first time and that the process was going well. Discussion about the Virginia Theatre’s budget ensued.

Mr. Jones reported on the Recreation Department’s budget. He highlighted increased participation and the return of many programs that had been cancelled or reduced due to COVID-19 restrictions such as, the summer youth program, concerts in the parks, Flannel Fest, snowmobile rentals, cultural arts programs, midnight basketball, senior programming, and neighborhood block parties. Mr. Jones also noted an increase in other public events. Discussion ensued.

Mr. Olson presented a report on the Department of Operations’ budget. He noted the retirement of three staff in four months, preparation for the Martens Center, new tasks and needs associated with the opening of the CUSR Center, and deferred maintenance and ADA projects.

Commissioner Hays requested more information on the flower bed and island program budget, utilities at the CUSR Center, and IMRF expenses. Discussion ensued.

2. OSLAD Grant Application Discussion

Mr. DeLuce reported that Illinois Department of Natural Resources (IDNR) will be accepting applications for its OSLAD grant program. He stated that the Park District could receive up to \$400,000 in matching funds from the \$29 million dollars that are available. He addressed a number of potential projects. Options include restoration work at Clark Park, turf infields at Dodds Park, Phase 2 and 3 at Heritage Park, Restoring the boathouse at Kaufman Lake, a pickleball complex, updates to Prairie Farm, and an additional lap pool at Sholem Aquatic Center. Discussion ensued.

Commissioner Kuhl asked if staff had heard any updates related to distributions from the American Rescue Plan Act. Mr. DeLuce responded that letters had been sent to the City and the County requesting \$100,000 grant awards. Discussion ensued. The Commissioners directed staff to investigate the feasibility of an application for a pickleball complex and updates to Prairie Farm.

Comments from Commissioners

Commissioner Kuhl commented that Hope Whitman, the wife of the University of Illinois’ Athletic Director was complimentary of help she had received from Mr. Weiss regarding the community connection playground.

Executive Session

Vice President Hays moved pursuant to the bases set forth below to convene into Executive Session. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner McMahon – yes; Commissioner Kuhl – yes; President Miller – yes; Vice President Hays – yes; and Commissioner Solon - yes. The motion passed 5-0. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(1) for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body.

Return to Regular Meeting

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

Executive Session Action Item

Commissioner Solon stated that the Board will prepare a 30-day action plan for the Executive Director and will discuss a staff bonus in November, 2022.

Commissioner Solon made a motion to approve a 2.5% wage increase for the Executive Director for FY22 that is retroactive to May 1, 2021. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner McMahon – yes; Vice President Hays – yes; Commissioner Solon - yes; and President Miller – yes. The motion passed 5-0.

Adjourn

There being no further business to come before the Board, Vice President Hays made a motion to adjourn the meeting. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Commissioner Solon – yes; Vice President Hays – yes; Commissioner Kuhl – yes; Commissioner McMahon – yes; and President Miller - yes. The motion passed 5-0 and the meeting was adjourned at 9:35 p.m.

Approved

Kevin J. Miller, President

Jarrod Scheunemann, Secretary

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

July 28, 2021

PUBLIC HEARING

The Champaign Park District Board of Commissioners held a Public Hearing on Wednesday, July 28, 2021 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Miller presided over the hearing.

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

Staff Present: Joseph DeLuce, Executive Director, Jarrod Scheunemann, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Andrew Weiss, Director of Planning, Dan Olson, Director of Operations, Jimmy Gleason, Director of Revenue Facilities, Tammy Hoggatt, Director of Human Resources, IT and Risk, Steven Bentz, Director of the Virginia Theatre, and Heather Miller, Human Resources Manager.

Convening the Public Hearing

President Miller convened the Public Hearing at 5:30 p.m.

Ordinance No. 652, Budget and Appropriation Ordinance

President Miller stated that the purpose of the public hearing was to discuss and receive comments on the Budget and Appropriation Ordinance for FY22-23. A notice of the public hearing was published in *The News-Gazette* on July 17, 2021 in compliance with state law.

Public Comments

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

Ms. Hoggatt introduced Heather Miller, the Park District's new Human Resources Manager. The Commissioners welcomed her to the Park District.

Close the Public Hearing

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

SPECIAL BOARD MEETING

The Champaign Park District Board of Commissioners held a Special Board Meeting on Wednesday, July 28, 2021 immediately following the Public Hearing at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President Miller presided over the meeting.

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

Joseph DeLuce, Executive Director, Jarrod Scheunemann, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Andrew Weiss, Director of Planning, Dan Olson, Director of Operations, Jimmy Gleason, Director of Revenue Facilities, Tammy Hoggatt, Director of Human Resources, IT and Risk, Steven Bentz, Director of the Virginia Theatre, and Heather Miller, Human Resources Manager.

Call to Order

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

Comments from the Public

There were no comments from the public.

Consent Agenda

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

1. Approval of Resolution Ratifying Change Order No 1 for the Virginia Theatre HVAC System Project
2. Approval of 1-Year Amended Extension of Virginia Theatre Alcohol Concession Agreement for 2021-2022
3. Board Policy Manual Update
 - a. Soccer Goal and Education Policy

Commissioner Solon requested that all condenser units received by the Park District be inspected and photographed for damage prior to accepting the delivery.

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

New Business

1. Approval of Ordinance No. 652: Budget and Appropriation Ordinance

President Miller reported that staff recommended adopting Ordinance No. 652, an Ordinance Approving the Combined Annual Budget and Appropriation of Funds for the Champaign Park District, Champaign County, Illinois, for the fiscal year beginning on the first (1st) day of May 2021, and ending on the thirtieth day (30th) of April 2021 in the amount of \$29,042,184 and authorize staff to file it with the Champaign County Clerk's office.

Vice President Hays made a motion to adopt Ordinance No. 652, Budget and Appropriation Ordinance for fiscal year beginning May 1, 2021 and ending April 30, 2021 and authorize staff to file it with the Champaign County Clerk's office. The motion was seconded by Commissioner Kuhl. Upon roll call, the vote was as follows: Commissioner McMahon – yes; Vice President Hays – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; and President Miller – yes. The motion passed 5-0. A copy of Ordinance No. 652 is attached to the minutes.

2. Approval of FYE2022 Budget Book

Ms. Wallace presented the report. She stated additional pages had been added to meet the requirements of the Government Finance Officers Association. Ms. Wallace reported that Commissioner questions and requests had been addressed.

Commissioner Solon requested that staff note when staff positions are left vacant due to current employees filling new positions. This can be added to future budget books.

Mr. DeLuce requested clarification about the target date for the Board to receive an initial draft of the FYE2023 Budget Book and preference date to approve the budget and appropriation ordinance. Vice President Hays stated that the Board needs a minimum of thirty (30 days) to review the budget book. The Board will receive an initial draft of the FYE2023 Budget Book to review at the first Regular Board Meeting in May, 2023.

Mr. DeLuce stated he met with the County Clerk. He noted that the County Clerk had requested clarification about the Park District's tax levy timeline and is willing to address the Park District's needs. Vice President Hays thanked Mr. DeLuce for arranging the meeting with the County Clerk. Discussion ensued.

Commissioner Solon made a motion to approve the FYE2022 Budget Book for submission to

Government Officers Finance Association (GFOA) Distinguished Budget Award. The motion was seconded by Vice President Hays. The motion passed 5-0.

3. Approval of Accepting Bid for Spalding Park OSLAD Construction Project

Mr. Weiss reported that six (6) bids were received and opened on July 20, 2021 for the Spalding Park Improvements Project. Staff recommends accepting the base bid from Duce Construction in the amount of \$624,777 and rejecting the alternate that was included for trail way and lighting work.

Mr. DeLuce requested clarification about the alternate. Mr. Weiss responded that the alternate included removal and replacement of the existing sidewalk and installation of walkway lights on N. Harris Avenue. He stated that the new eight (8) foot wide path would start in Spalding Park's north parking lot and run along Harris Street and end at the new proposed tennis courts. Mr. Weiss noted that the alternate would cost an additional \$75,423 for a total cost of \$700,200.

Commissioner Kuhl asked whether staff discussed the proposed sidewalk with the City. Mr. DeLuce responded that the current four (4) foot sidewalk appeared to be in good condition and staff does not recommend modifying the sidewalk at this time.

Vice President Hays, and Commissioners Solon and Kuhl asked for more information on current project specifications and amenities. Discussion ensued.

President Miller requested clarification on the project's timeline and status compared to other OSLAD grant supported projects. Mr. Weiss responded that the Park District's two OSLAD grant supported projects were independent of each other and the Spalding Park construction would commence in fall, 2021, with a target completion in July, 2022. Discussion and clarifications ensued.

Vice President Hays made a motion to approve accepting the Base Bid from Duce Construction, Co. for a contract amount of \$624,777 and authorize the Executive Director to enter into the contract. The motion was seconded by Commissioner Solon. The motion passed 5-0.

4. Approval of Agreement with Depke Cylinder

Mr. Olson presented the report. He stated that the five (5) year agreement is to lease cylinders to the Park District to meet its welding and forklift needs. Mr. Olson noted that Attorney Hall had reviewed the agreement and determined that the Board would not be able to extend an equipment lease beyond the term proposed initially by Depke.

Commissioner Solon clarified that the cylinders were reused and refilled when necessary. Vice President Hays clarified that the agreement is only for the cylinders and does not include fuel. Mr. Olson confirmed these statements.

Commissioner Solon made a motion to approve a five (5) year lease agreement for fourteen (14) cylinders with Depke Welding Supplies, in the amount of \$2,800. The motion was seconded by Vice President Hays. The motion passed 5-0.

5. Approval of a Resolution Authorizing the Destruction of Recordings of Executive Sessions

Mr. Scheunemann stated that staff recommends approval of a resolution authorizing, approving and ordering the destruction of the verbatim audio records of the following closed session meetings: July 24, 2019, August 14, 2019, and September 25, 2019 as minutes of those meetings have been completed.

Commissioner Solon made a motion to approve a resolution authorizing, approving and ordering the destruction of the verbatim audio records of the following closed session meetings: July 24, 2019, August 14, 2019, and September 25, 2019. The motion was seconded by Vice President Hays. The motion passed 5-0.

Discussion Items

1. Discussion on Possible Donation

Vice President Hays reported that he has received an inquiry from a resident who would like to sponsor or rename a park in honor of their parents. He stated that terms of the potential donation or agreement have not been discussed and would need approval from the Park Board. He noted several parks and amenities that had been named or sponsored in the past. Discussion ensued.

Commissioner Kuhl asked if the potential donor had been made aware of sponsorship opportunities at the Martens Center. Vice President Hays responded that the potential donor had received information about the scholarship program and such sponsorship opportunities.

Vice President Hays requested direction from the Board related to this opportunity and related policies, procedures, and terms. Discussion ensued.

Commissioner Solon commented that she would not be opposed to the proposal, but suggested that sensitive consideration be given to the associated naming terminology.

Commissioner McMahon stated he was not in favor of changing the names of parks, but would support an appropriate designation.

President Miller asked if the possible donation would be a one-time gift or a long-term pledge. Vice President Hays responded that the gift would be a one-time donation with term limits. Discussion ensued.

Commissioner Kuhl requested a report highlighting the historical background, encumbrances, and the purpose behind naming each park site. Mr. DeLuce responded that staff would check with other park districts on their policies as well.

Commissioner Kuhl stated that she was not supportive of changing park names, but would consider an appropriate designation.

Commissioner McMahon requested that the potential donor handle the associated fees for legal services related to this potential donation. Discussion ensued and the matter will be evaluated further.

Comments from Commissioners

None.

Executive Session

Vice President Hays moved pursuant to the bases set forth below to convene into Executive Session. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner McMahon – yes; Vice President Hays – yes; Commissioner Kuhl – yes; and President Miller - yes. The motion passed 5-0. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c) (11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting and (c)(21) for the discussion of minutes of meetings lawfully closed under this Act, whether for purpose of approval by body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Return to Regular Meeting

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

Executive Session Action Item

Approval to Make Available for Public Viewing Executive Session Minutes

Commissioner Kuhl made a motion to approve making available for public viewing minutes from Executive Session meetings on March 11, 2020 and January 27, 2021. The motion was seconded by Commissioner McMahon. The motion passed 5-0.

Adjourn

After the Executive Session, there being no further business to come before the Board, Vice President Hays made a motion to adjourn the meeting. The motion was seconded by Commissioner McMahon. The motion passed 5-0 and the meeting was adjourned at 6:28 p.m.

Approved

Kevin J. Miller, President

Jarrod Scheunemann, Secretary



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: August 6, 2021

SUBJECT: Approval of a Resolution Ratifying Change Order 4 for Martens Center Construction

Background

The Martens Center Construction Contract Part 4.2.2 alternate indicates General Contractor is to coordinate installation of gym equipment procured by owner and installed by Porter Athletics Certified Installer H2I Group. The alternate shall not exceed \$16,000.00. General Contractor will coordinate schedule and installation of Porter Athletic products with Certified Installers.

Prior Board Action

January 13, 2021 Regular Meeting—Broeren Russo Builders awarded the Martens Center construction contract.

February 10, 2021 Regular Meeting—Purchase of Porter Athletic Equipment for Martens Center from H2I Group approved. The minutes from the February 10, 2021 Regular Meeting are included below for your reference:

“Mr. DeLuce presented the report. He noted that the Park District had worked with H2I Group to furnish equipment at the Leonhard Center and that staff were satisfied with its work. Mr. DeLuce highlighted the Park District’s utilization of the government cooperative, Sourcewell Purchasing to purchase the equipment. Commissioner Solon asked for clarification on delivery dates and storage of the equipment. Mr. DeLuce responded that H2I will ship the equipment when the Park District is ready to receive and install the equipment. Minutes of the February 10, 2021 Regular Board Meeting Page 4 Commissioner Kuhl made a motion to accept the proposal from H2I Group, in the total amount of \$51,411.17 and authorize the Executive Director to proceed with this purchase. The motion was seconded by Vice President Miller. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; President Hays – yes; Vice President Miller - yes; Commissioner McMahan – yes; and Commissioner Kuhl – yes. The motion passed 5-0.”

Budget Impact

The change order adds \$16,000 to the contract for a total contract amount of \$9,598,651.29.

Recommended Action

Staff recommends approval of a resolution ratifying Change Order 4 to the Broeren Russo construction contract for the Martens Center.

Prepared by:

Andrew Weiss
Director of Planning

Reviewed by:

Joe DeLuce
Executive Director

RESOLUTION

CHAMPAIGN PARK DISTRICT BOARD OF COMMISSIONERS

Ratification of Martens Center Construction Contract Change Order 4

WHEREAS, the Champaign Park District is a municipal corporation located in Champaign County, Illinois, and is a park district organized and operating pursuant to the provisions of the Park District Code (70 ILCS 1205/1-1 et seq.); and

WHEREAS, the Champaign Park District annually considers and approves a capital budget for each fiscal year commencing May 1 and ending April 30 for various projects; and

WHEREAS, Champaign Park District did enter into a construction contract with Broeren Russo Builders for construction of the Marten Center, effective January 27, 2021; and

WHEREAS, Champaign Park District representatives, Ratio Architects, and Broeren Russo Builders determined that the costs associated with Change Order 4 shall not exceed \$16,000; and

WHEREAS, the Construction Contract Part 4.2.2 provides for Porter Athletic Equipment Certified Equipment Installers not exceed \$16,000.00; and

WHEREAS, Change Order 4 to the Construction Contract is germane to the original agreement as signed; and such change is in the best interests of the Champaign Park District and authorized by law;

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

1. Ratify authorization of Change Order 4 to the Martens Center construction contract with Broeren Russo Builders hereby passed, confirmed and ratified for the sum of \$16,000 as reflected in Change Order 4, which is attached hereto as Exhibit "A".

APPROVED by the President and Board of Commissioners of the Champaign Park District this 11th day of August, 2021.

(SEAL)

APPROVED

Jarrod Scheunemann, Secretary

Kevin J. Miller, President



AIA[®]

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Martens Center
1515 N. Market St.
Champaign, IL 61820

CONTRACT INFORMATION:
Contract For: Construction
Date: January 27, 2021

CHANGE ORDER INFORMATION:
Change Order Number: 04
Date: July 27, 2021

OWNER: *(Name and address)*
Champaign Park District
706 Kenwood Rd.
Champaign, IL 61821

ARCHITECT: *(Name and address)*
RATIO States LLC
d/b/a RATIO States PLLC
102 S. Neil St.
Champaign, IL 61820
19163.000

CONTRACTOR: *(Name and address)*
Broeren Russo Builders, Inc.
602 N. Country Fair Dr.
Champaign, IL 61821

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The Owner accepts the following alternate item after the execution of the Agreement between Owner and Contractor listed under AIA Document A101 Part 4.2.2. Installation of Gymnasium Equipment by Certified Installer. Change in Contract Sum for this change order shall not exceed \$16,000.00. Contractor is to coordinate installation of gym equipment procured by the Owner with Porter Athletics Certified Installer H2I Group.

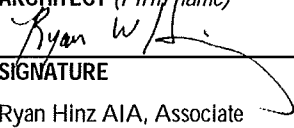
Reference AIA document A101-2017 Standard Form Agreement Between Owner and Contractor dated January 27, 2021.

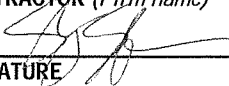
The original Contract Sum was	\$	9,463,400.00
The net change by previously authorized Change Orders	\$	119,251.29
The Contract Sum prior to this Change Order was	\$	9,582,651.29
The Contract Sum will be increased by this Change Order in the amount of	\$	16,000.00
The new Contract Sum including this Change Order will be	\$	9,598,651.29

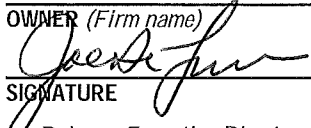
The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be March 31, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

RATIO States LLC
d/b/a RATIO States PLLC
ARCHITECT *(Firm name)*

SIGNATURE
Ryan Hinz AIA, Associate
PRINTED NAME AND TITLE
07/27/2021
DATE

Broeren Russo Builders, Inc.
CONTRACTOR *(Firm name)*

SIGNATURE
Sky Sanborn, Executive Vice President,
COO
PRINTED NAME AND TITLE
7/28/21
DATE

Champaign Park District
OWNER *(Firm name)*

SIGNATURE
Joe DeLuce, Executive Director
PRINTED NAME AND TITLE
7/28/21
DATE



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: August 6, 2021

SUBJECT: Approval of Change Order 6 for the Martens Center Construction

Background

The City of Champaign required the installation of a five-foot sidewalk at the Martens Center as part of the Human Kinetics Park Replat. The City had previously deferred this decision for five years. After discussion with City Staff, the City agreed to pay half of the estimated total of \$34,778. It's worth noting the Board requested staff negotiate to have all fees and expenses removed relating to future replats.

Prior Board Action

January 13, 2021 Regular Meeting—Broeren Russo Builders awarded the Martens Center construction contract.

June 9, 2021 Regular Meeting—Five-foot sidewalk renovation at the Martens Center approved subject to discussion with the City. Minutes from the June 9, 2021 Regular Board Meeting are included for your reference:

“Mr. DeLuce reported that the City requires the installation of a five-foot sidewalk at the Martens Center / HK Park location due to replating. He noted that the City had previously deferred this decision for five years. Mr. DeLuce added that after discussing the Board’s concerns with City staff, the City would be willing to contribute \$15,000 toward the total construction cost, estimated at \$34,778. Discussion ensued. Commissioner Solon requested clarification about the Park District’s inquiries to the City and the County related to distributions from the American Rescue Plan. Mr. DeLuce responded that staff had appealed to the City and the County for a \$100,000 distribution from the American Rescue Plan funds. Vice President Hays requested staff negotiate to have all fees and expenses removed relating to future replats. Commissioner Kuhl made a motion to approve the five-foot sidewalk renovation at the Martens Center subject to pending negotiations with the City to request it pay half of the estimated total of \$34,778. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: President Miller – yes; Vice President Hays – yes; Commissioner Solon – yes; Commissioner Kuhl – yes; and Commissioner McMahon – yes. The motion passed 5-0.”

Budget Impact

Change Order 6 adds \$34,778 to the contract amount, with 50% of the amount to be reimbursed by the City of Champaign.

Recommended Action

Staff recommends approval of Change Order 6 to the Broeren Russo construction contract for the Martens Center.

Prepared by:
Andrew Weiss
Director of Planning

Reviewed by:
Joe DeLuce
Executive Director

DRAFT AIA® Document G701™ - 2017

Change Order

PROJECT: *(Name and address)*
Martens Center
1515 N. Market St.
Champaign, IL 61820

CONTRACT INFORMATION:
Contract For: Construction
Date: January 27, 2021

CHANGE ORDER INFORMATION:
Change Order Number: 06
Date: August 4, 2021

OWNER: *(Name and address)*
Champaign Park District
706 Kenwood Rd.
Champaign, IL 61821

ARCHITECT: *(Name and address)*
RATIO States LLC
d/b/a RATIO States PLLC
102 S. Neil St.
Champaign, IL 61820
19163.000

CONTRACTOR: *(Name and address)*
Broeren Russo Builders, Inc.
602 N. Country Fair Dr.
Champaign, IL 61821

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Remove existing sidewalk along Market Street. Replace additional sidewalk along Market Street with standard light duty concrete paving, broom finish as indicated on sheets L-201, L-202, and L-701 issues as part of ASI-2 City of Champaign Permit Review. Change in Contract Sum for this change order shall not exceed \$34,778.10. Reference document MC_CO-06 Attachments for all associated back up information.

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

\$	9,463,400.00
\$	137,926.43
\$	9,601,326.43
\$	34,778.10
\$	9,636,104.53

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be March 31, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

RATIO States LLC
d/b/a RATIO States PLLC
ARCHITECT *(Firm name)*

Broeren Russo Builders, Inc.
CONTRACTOR *(Firm name)*

Champaign Park District
OWNER *(Firm name)*

SIGNATURE
Ryan Hinz AIA, Associate
PRINTED NAME AND TITLE
08/04/2021
DATE

SIGNATURE
Sky Sanborn, Executive Vice President,
COO
PRINTED NAME AND TITLE
DATE

SIGNATURE
Joe DeLuce, Executive Director
PRINTED NAME AND TITLE
DATE

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

Owner Contact: Andrew Weiss / Champaign Park District
Architect Contact: Ryan Hinz / RATIO Architects, LLC.
Contractor Contact: Tyler Adkins / Broeren Russo Builders, Inc

File: 19163.000/CA/ASI

Project: Martens Center

A.S.I. Number: **2**

Owner: Champaign Park District

Date of Issuance: February 5, 2021

To: Broeren Russo Builders, Inc.

Architect: RATIO Architects, LLC.
102 S. Neil Street
Champaign, IL 61820

Architect's Project No.: 19163.000

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Proceeding with the work in accordance with these instructions shall serve as your acceptance of this change as consistent with the Contract Documents, without change to the Contract Sum or Contract Time.

Description: The design team has responded to City of Champaign Permit Review 1 comments. These responses are recorded attached Building Plan Review Record and Memorandum and compiled as ASI 02. Individual items believed to change the Contract are being tracked separately. Individual Proposal Requests will be issued for those items and will reference ASI 02.

Attachments:

1. Building Plan Review Record, BS21-0122_AE Responses Rev 1 Memorandum
2. Specifications: 102800
3. Drawings: G-001, G-003, C-201, C-502, C-503, L-001, L-201, L-202, L-501, L-701, L-702, A-001, A-002, A-101, A-201, A-401, A-421, A-422, A-423, A-911, A-913, FP-001, FP-101, P-000, P-100, P-101, E-201, E-401, E-402

END ASI 2

ISSUED BY: _____

RATIO Architect, LLC.

Date



RATIO DESIGN
102 S NEIL ST
CHAMPAIGN, IL 61820

RATIODESIGN.COM

MEMORANDUM

TO: John Kunich, Marchello Grady, Beverly Maddock, Harmon Jordan, Nichole Millage, Eric Van Buskirk

RATIO PROJECT NO: Martens Center 19163.00

DATE: February 15, 2021

SUBJECT: 1501 N. Market Street – BS21-0122 Review Responses

Responses to Plumbing Review Comments received from John Kunich on February 1, 2021

1. Sheet P-001, Detail 16. Please note the fire protection backflow is required to be within 2' of an active main to comply with the "dead end" section 890.1200(c). Please note this on the plans.
RESPONSE: Added a note to specifically mention the 2 feet requirement from 890.1200 on detail 7/FP-001.
2. Sink SK-2 is specified to indirect waste into a floor sink. This fixture is not allowed to open site, it is required to be directly connected to comply with section 890.710. Please revise on the drawings.
RESPONSE: The note on the schedule is in error. The drawings indicate a direct trapped and vented connection to the sanitary system. The schedule has been corrected.
3. Sheet P-100 The floor sinks on the west side are not properly vented in accordance with section 890.1480. Please revise this on the drawings.
RESPONSE: Added an additional vent to serve the first 4" floor sink serving the water service RPZs, the next two floor sinks in the mechanical room will not receive large discharges of water and are wet vented.
4. No cleanouts are shown on the drawings and are required to comply with section 890.420. Please add this to the drawings.
RESPONSE: There are cleanouts included, FCOs, WCOs and every sink and lavatory p-trap is removable to be considered a p-trap. A FCO was added to P-100/P-101 where one was missing on the end of the line in the locker room area.
5. The elevator sump pump should be indirectly wasted into an open site drain to comply with section 890.1360(g)2. Please specify where this discharges.
RESPONSE: The sump pump discharge, PD, discharges into the mop sink in JAN 1000, as shown on P-200.

Design
for
Impact.

INDIANAPOLIS
CHICAGO
DENVER
RALEIGH
CHAMPAIGN, IL

6. A roof hydrant is specified with drainage weep holes. Where does this item drain to? Also with this item and the length of the run as well as limited usage a double check is recommended to prevent any backflow into the system.

RESPONSE: The Woodford SRH-MS roof hydrant is a drain-free model. It comes with a dual check on the outlet. Having a double check BFP is not code required, is this a City of Champaign requirement? It will add additional points of maintenance for the Owner to get certified yearly. Please advise.

Responses to Review Comments received from Marchello Graddy, Bev Maddock, and Harmon Jordan on January 28, 2021

- Existing sidewalk along Market will be removed and replaced. See revised sheets L-201, L-202 and L-701 attached.
- Flowable fill backfill note added to sheet C-503 Keyed Note 13. See revised attached sheet.
- Siphon system design calculations will be provided separately.
- Stormwater system design summary will be separately submitted. There is NO storage required for this project in the stormwater detention basin. Please confer with Eleanor Blackmon. This basin is a part of the city's Boneyard Creek improvement Project and its design is a part thereof.
- The stone bag inlet protection detail has been removed from sheet C-502, attached.
- The construction entrance detail has been removed from sheet C-502, attached.
- Truncated domes have been removed from curb ramps scope.
- Sheet C-002 B6-12 curb and gutter is being used at internal driveway and replacement on Market street where shown.
- Pavement patch standards are indicated on sheet G1/L-701, city standard detail included.
- Driveway Approach revised per city recommendations and Ch. 25 MOP. Refer to Sheet L-201, L-202.
- Continue sidewalk through sidewalk approach. Separate by $\frac{3}{4}$ " expansion_ Revised per city recommendations from City.

Responses to Review Comments received from Eric Van Buskirk on February 8, 2021

- Please provide a site plan showing the setbacks for the building and parking lot to the property lines. **Revised, refer to sheet L-001 Key Plan**
- Please provide the FAR of the project
 - **Building: 38,491 SF**
 - **Site area (LOW): 383,067 Sf**
 - **FAR: 0.10**
- Please provide a breakdown of the minimum parking spaces required and count of parking provide on the site
 - **133 spaces required per Sec. 37-359.3_37-359.7**
 - **154 spaces, 6 ADA spaces**
 - **5 temporary spaces**
 - **Bike parking**
 - **16 bike spaces per Sec 37-359.3**

- Please provide dimensions of parking lot stall, aisles and access drives to determine compliance with parking design standards.
 - **18.5 ft deep, 23 ft wide aisles, access drives 18 ft (north), 23 ft (south).**
- Please provide simplified landscaping plan showing landscaping required by the ordinance for the parking lot.
 - **Refer to sheet L-502 and L-503**
- Please provide the neighboring uses and provide information on compliance with the landscaping and buffer requirements.
 - **Neighboring use north: Commercial medium impact**
 - **C, D, or E buffer yard screening.**
 - **Type E buffer yard utilized.**
 - **Neighboring use south: single-family residential no impact**
 - **A or B buffer yard screening.**
 - **Type B buffer yard utilized.**

CC: Client Personnel – Andrew Weiss, Champaign Park District

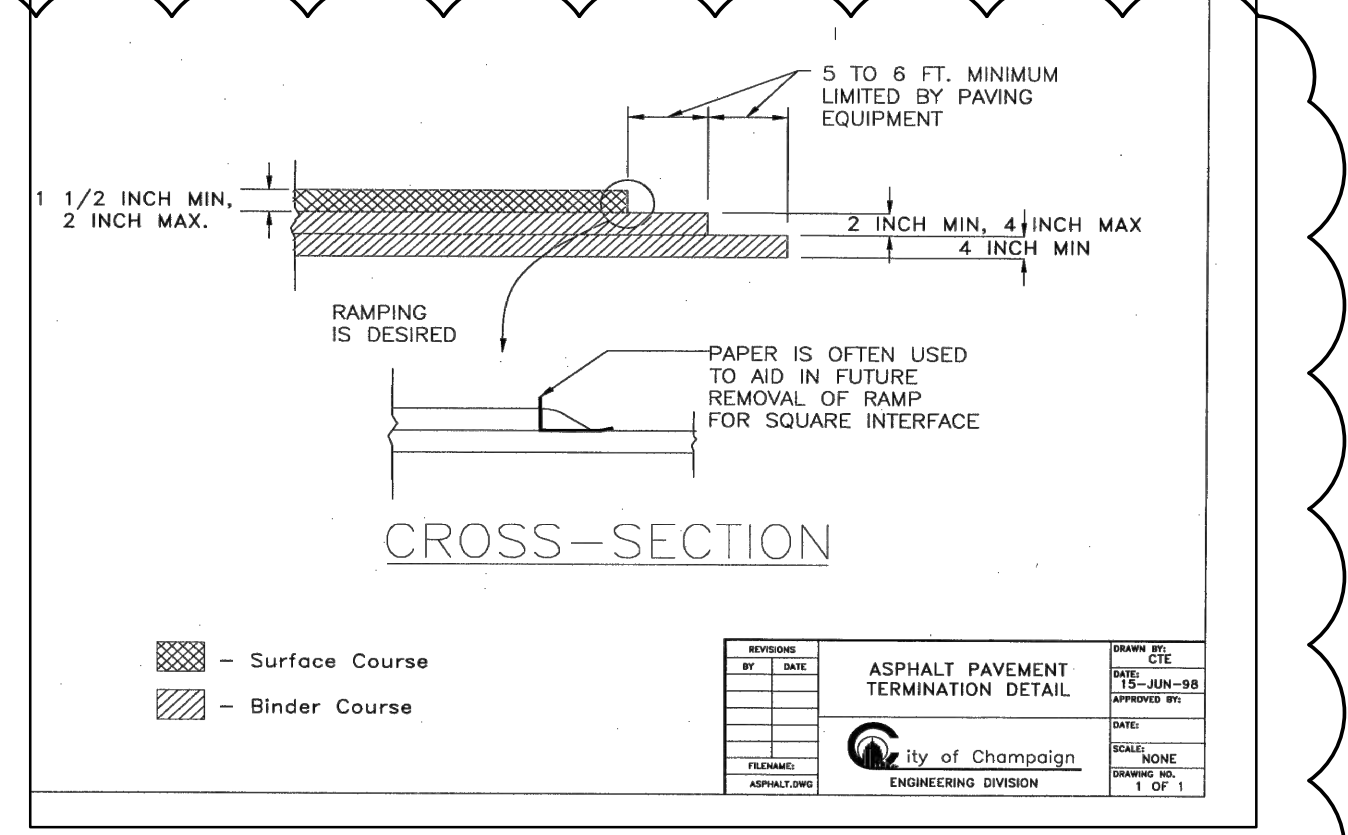
Consultant Personnel – BRIC Partnership, Berns Clancy & Associates, Bacon Farmer Workman.

Contractor Personnel – NA

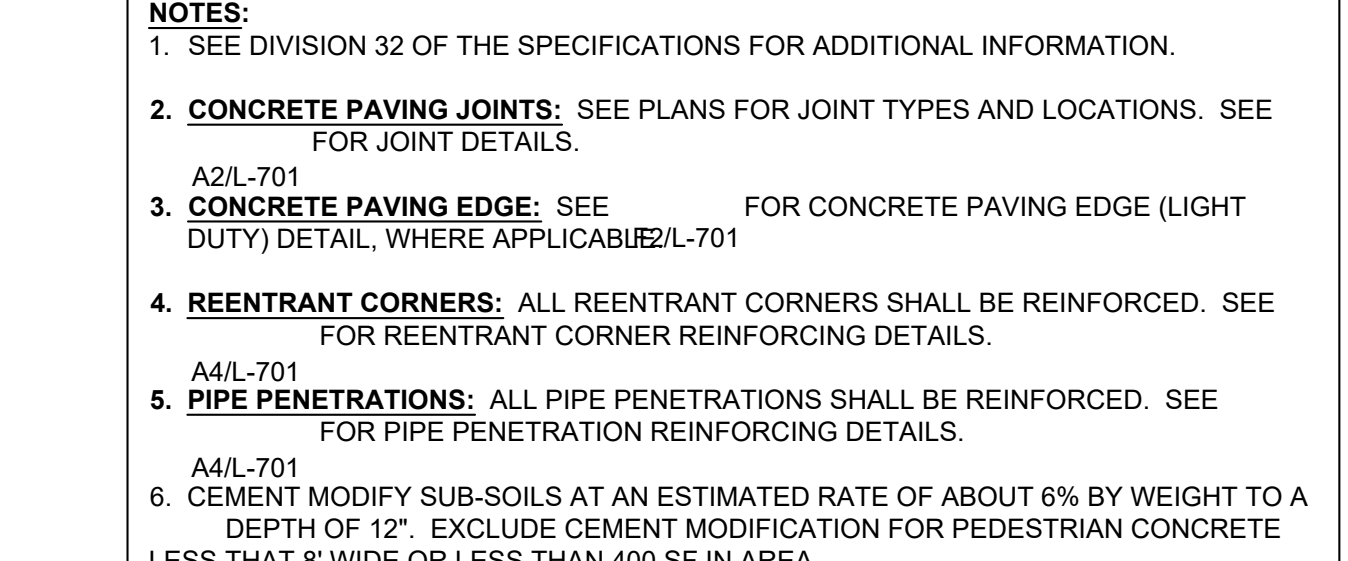
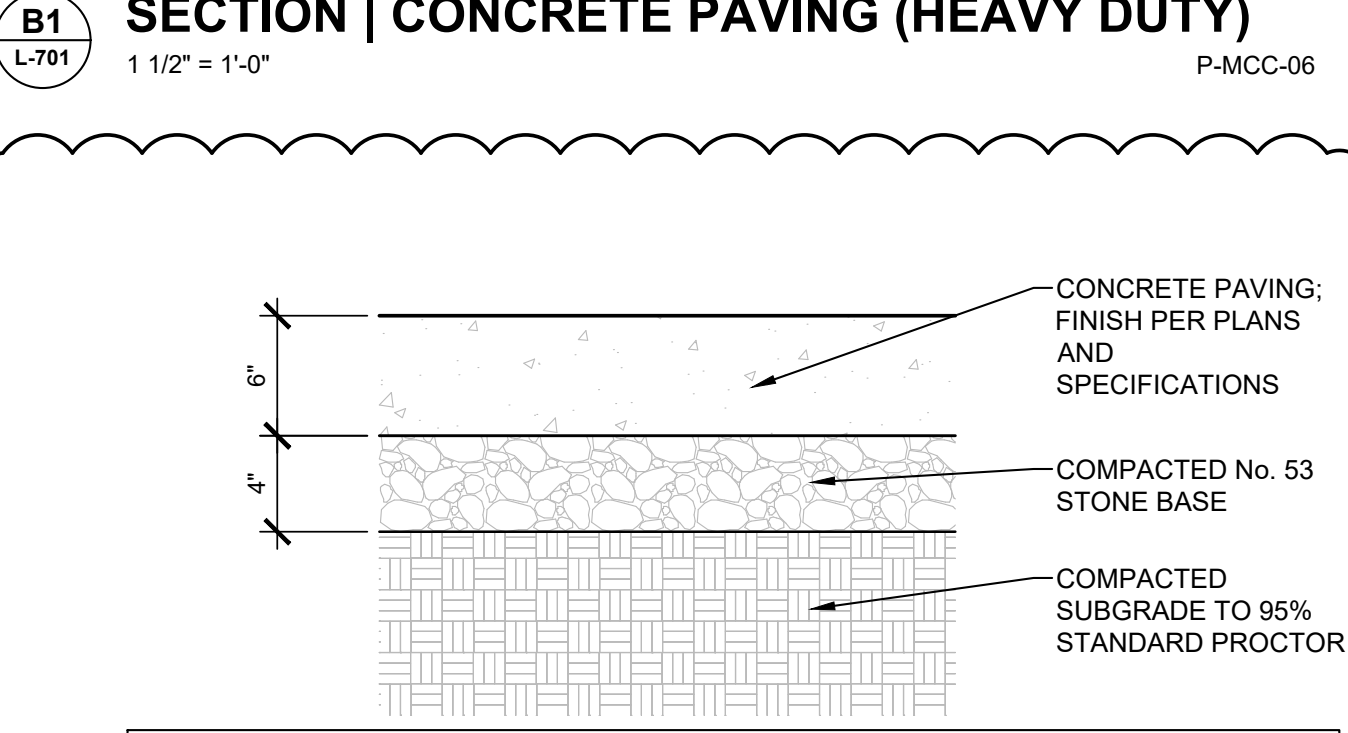
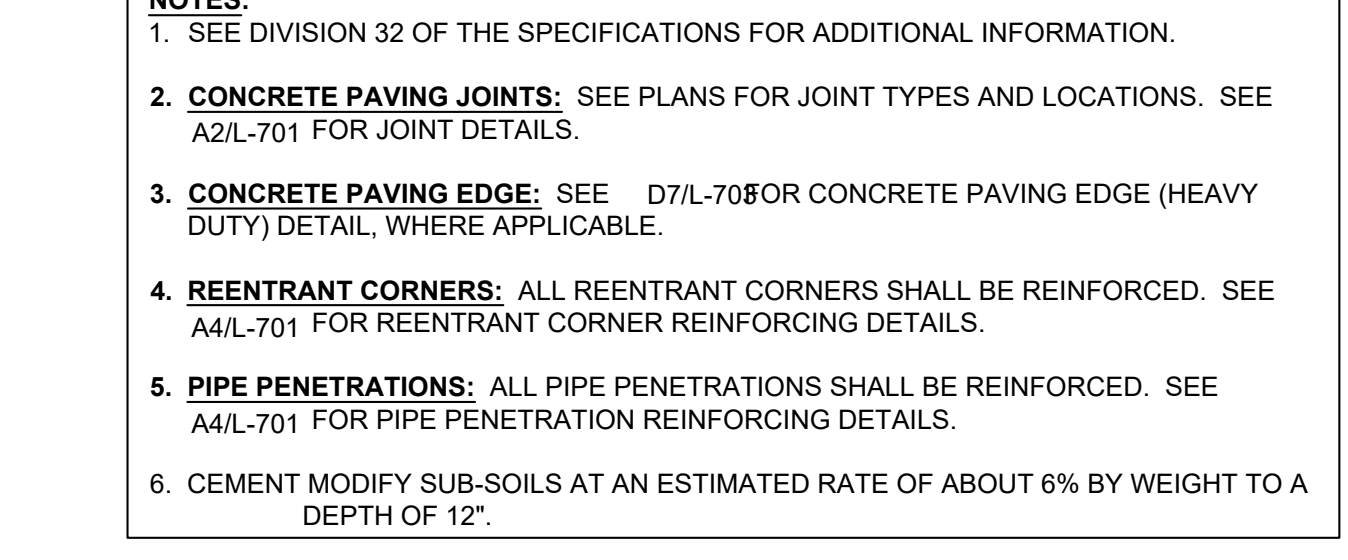
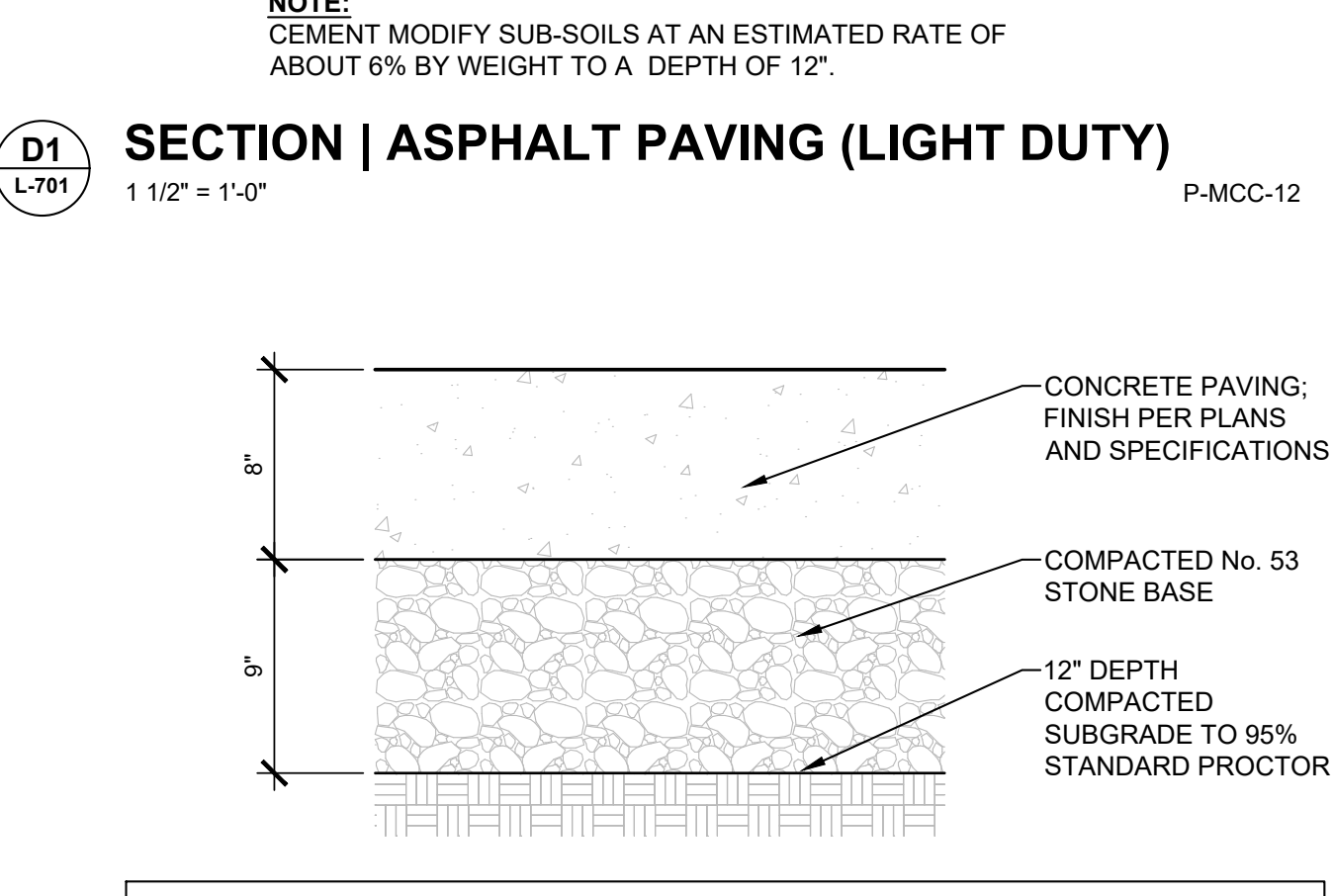
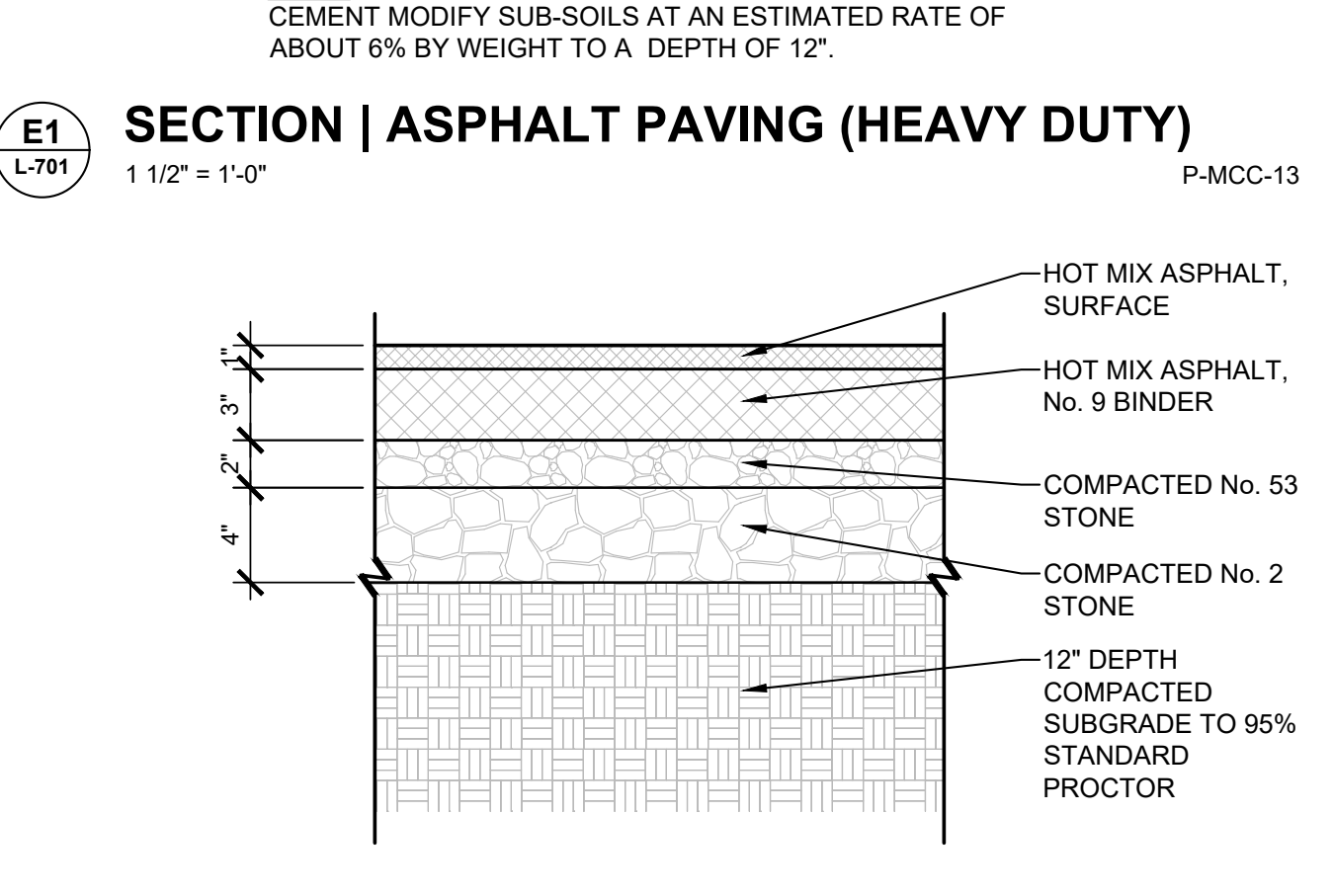
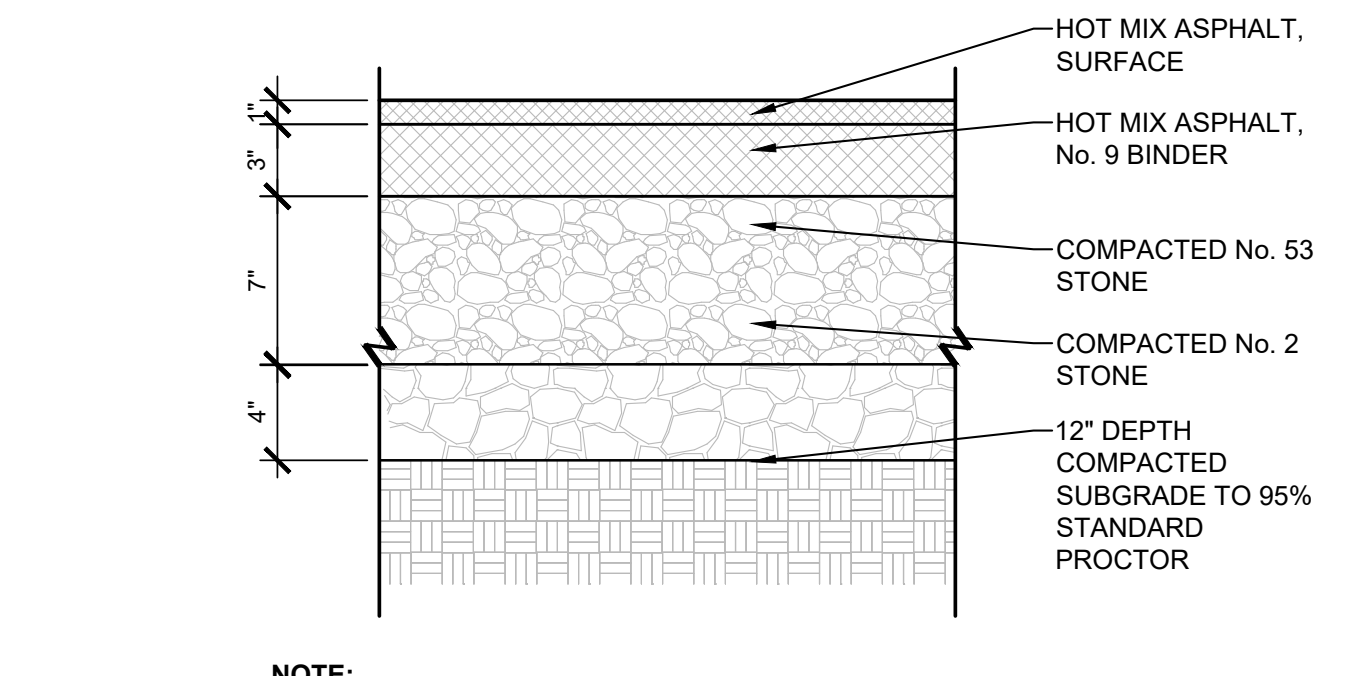
RATIO Personnel – Ed Scopel, RATIO Project #19163.000

RATIO DESIGN
102 S NEIL ST
CHAMPAIGN, IL 61820

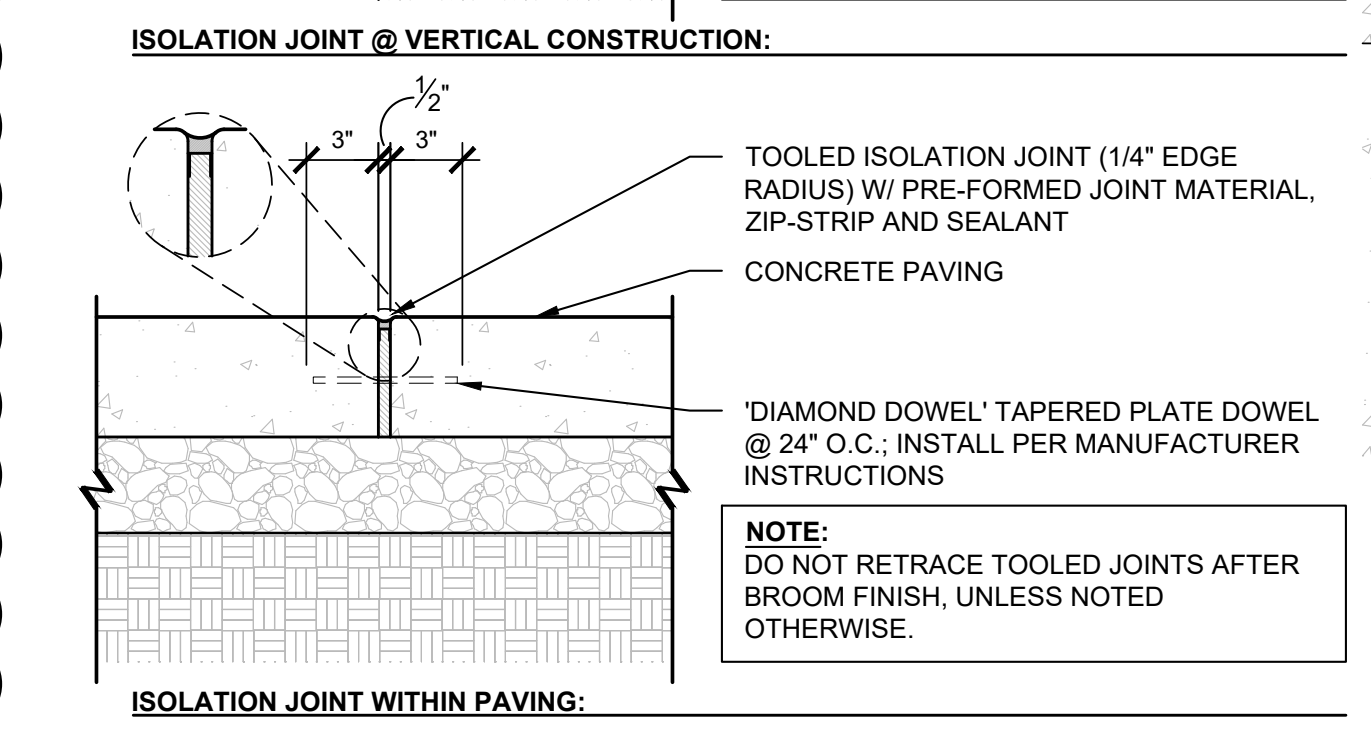
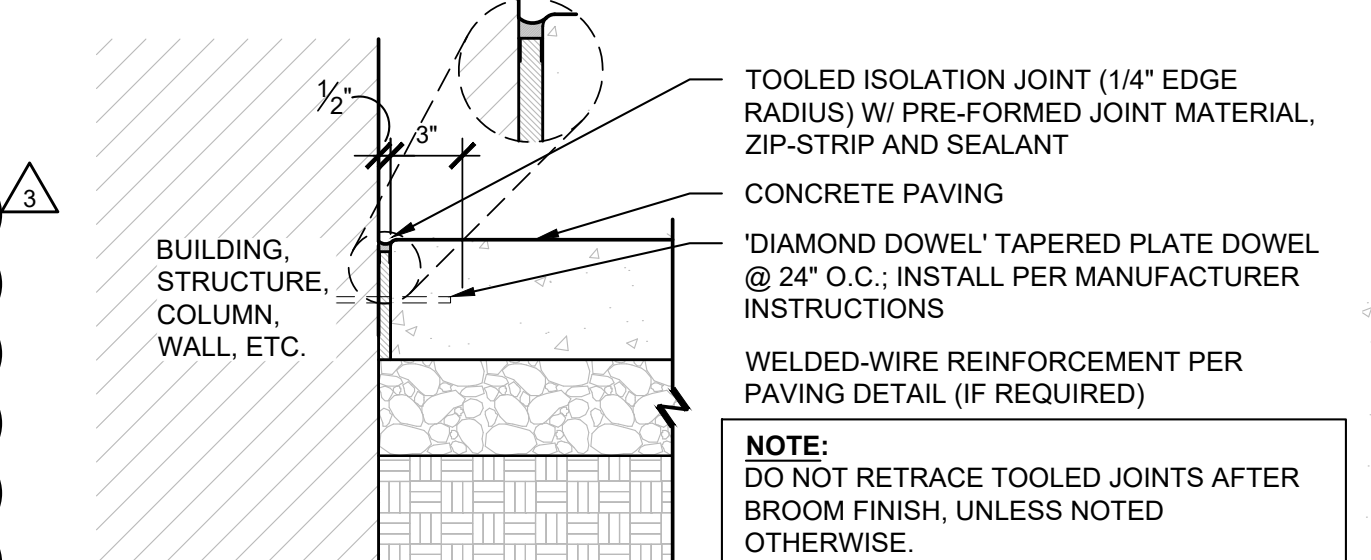
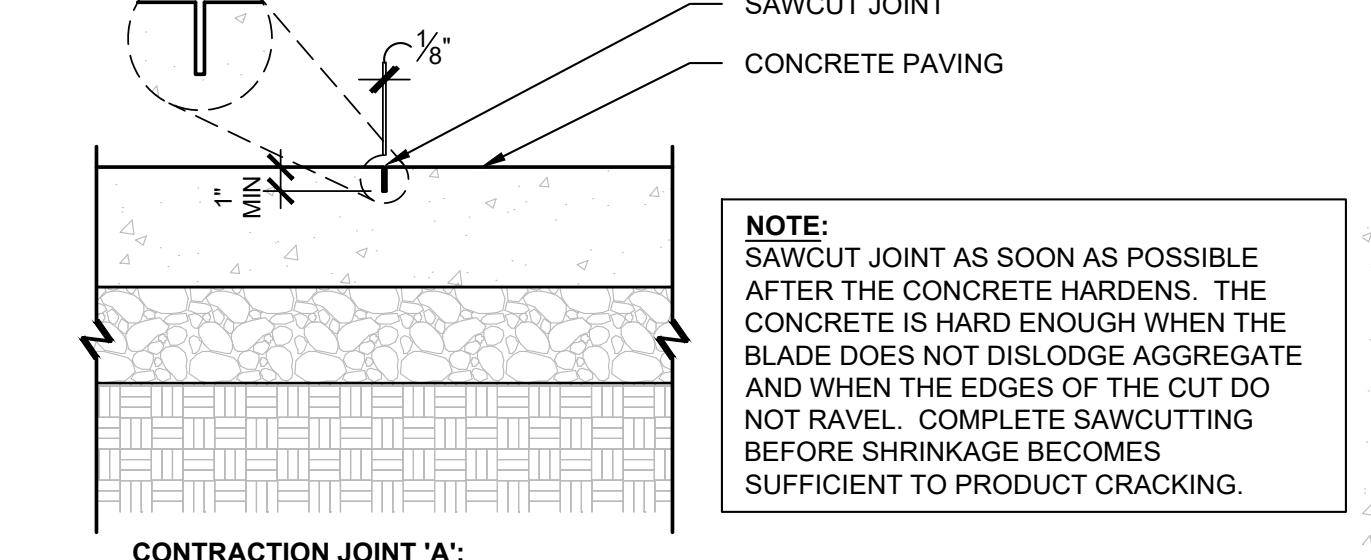
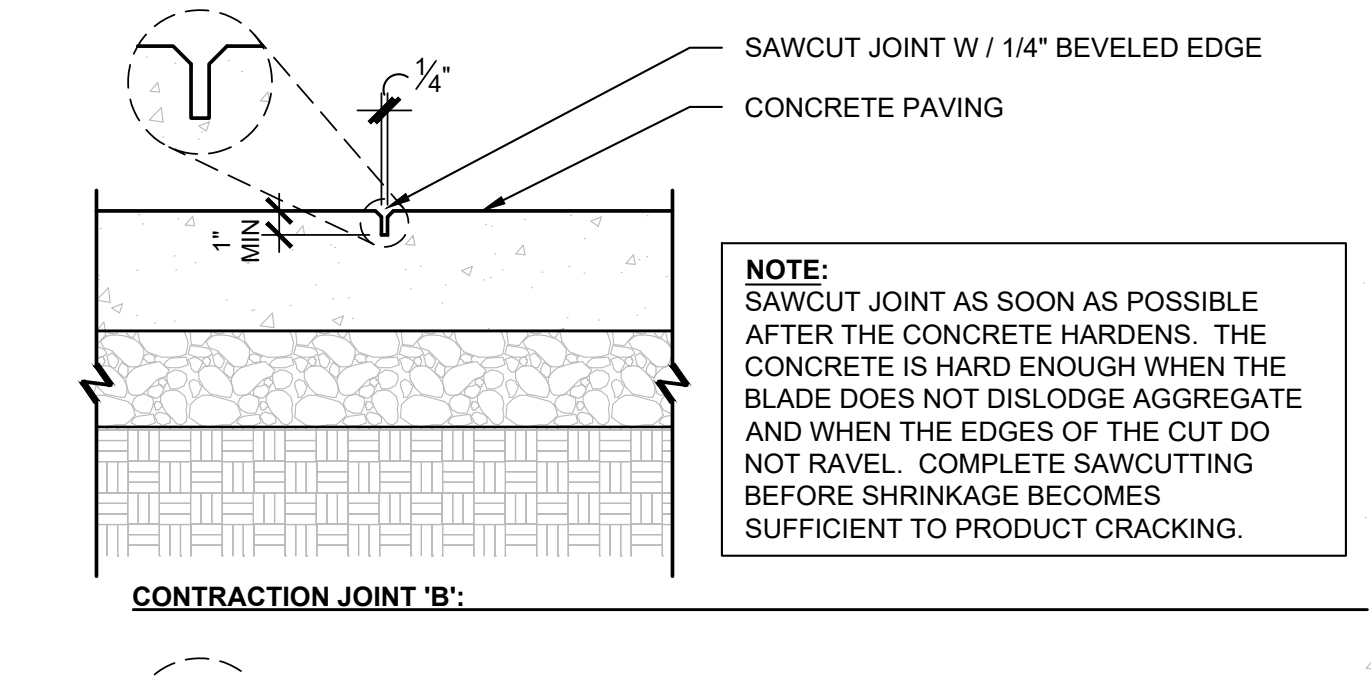
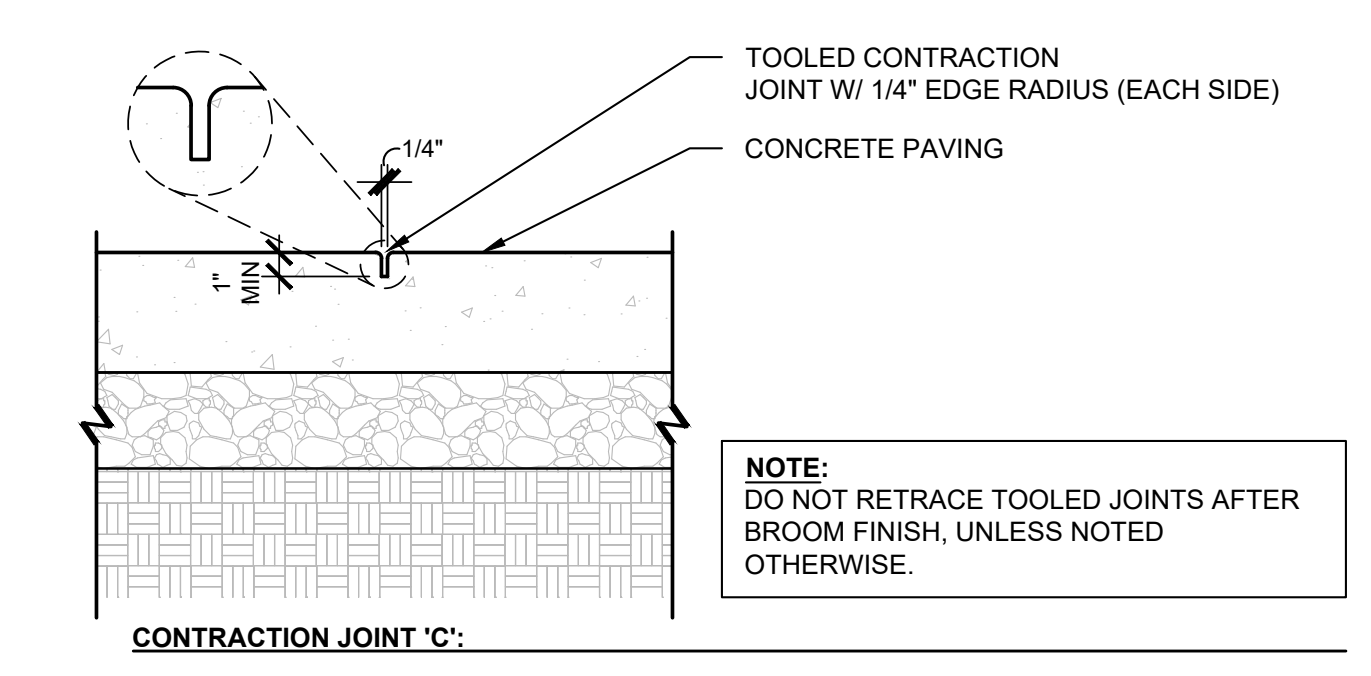
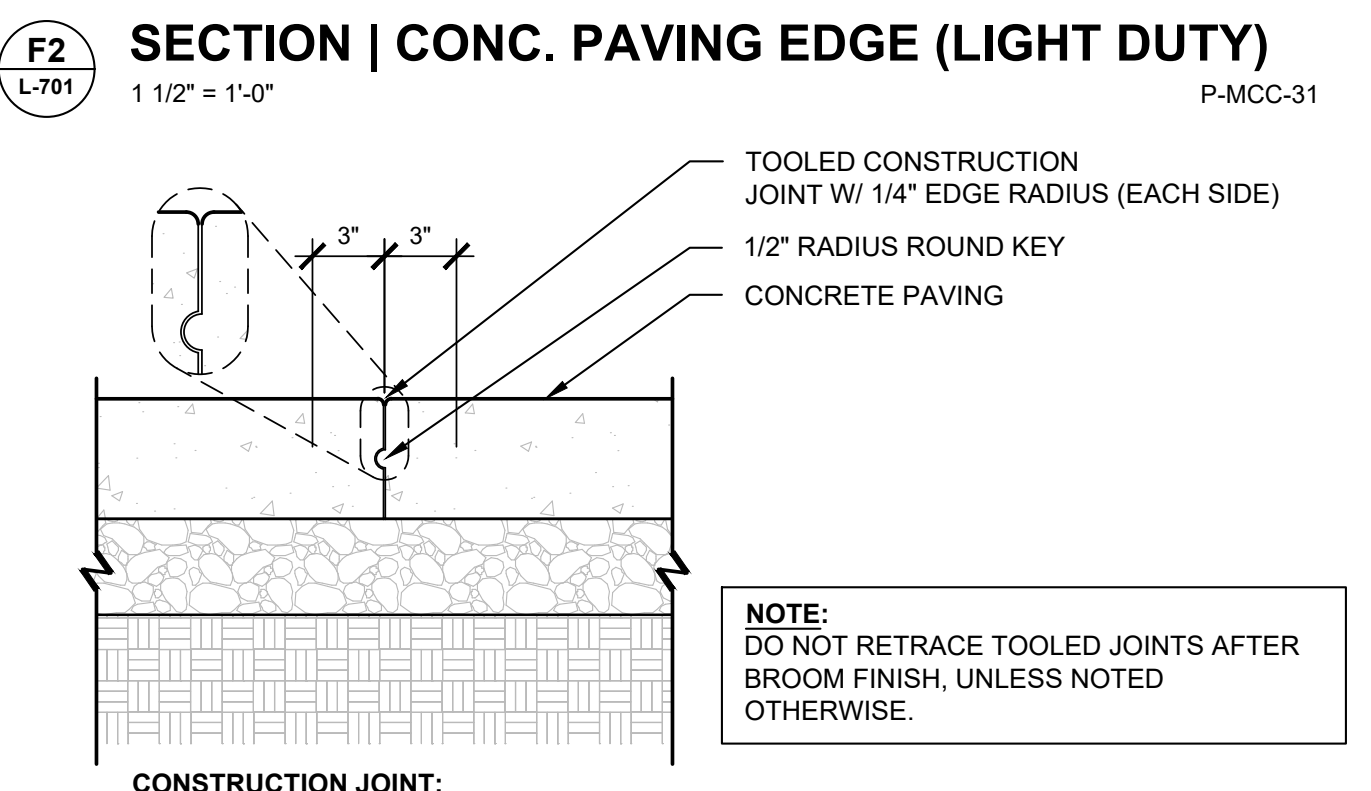
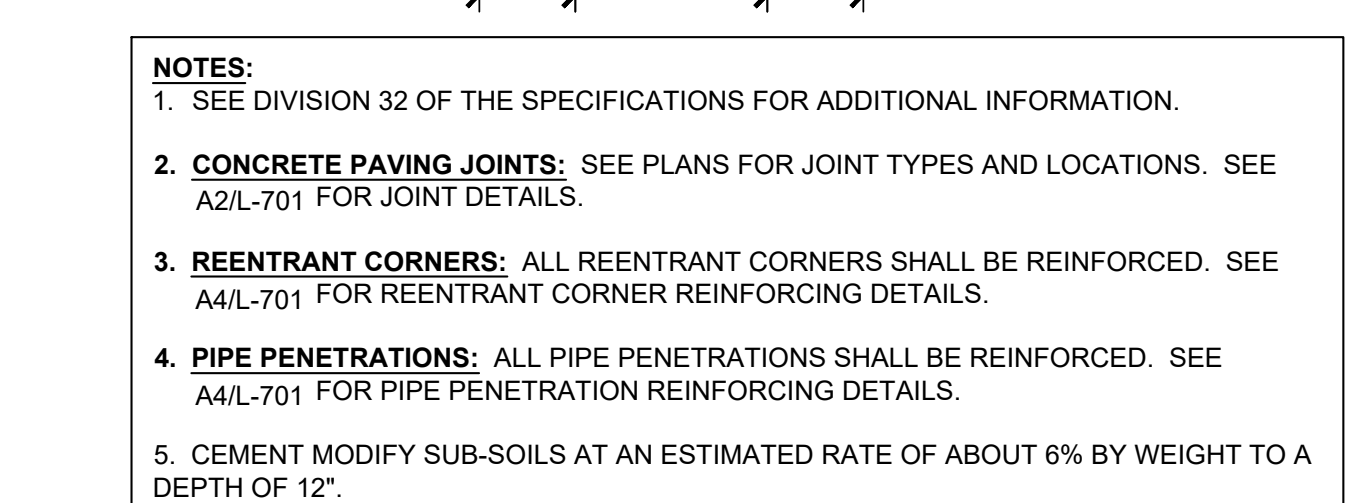
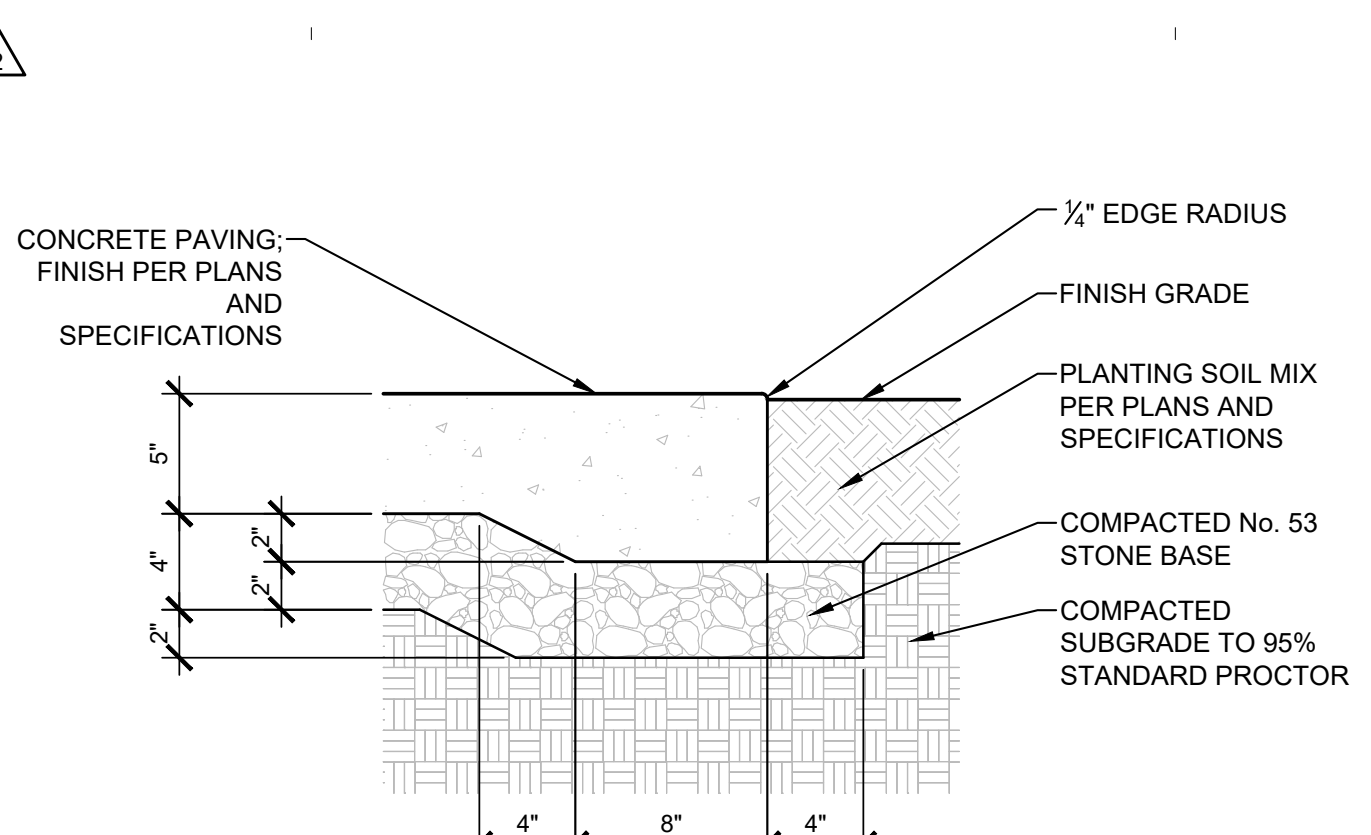
RATIODESIGN.COM



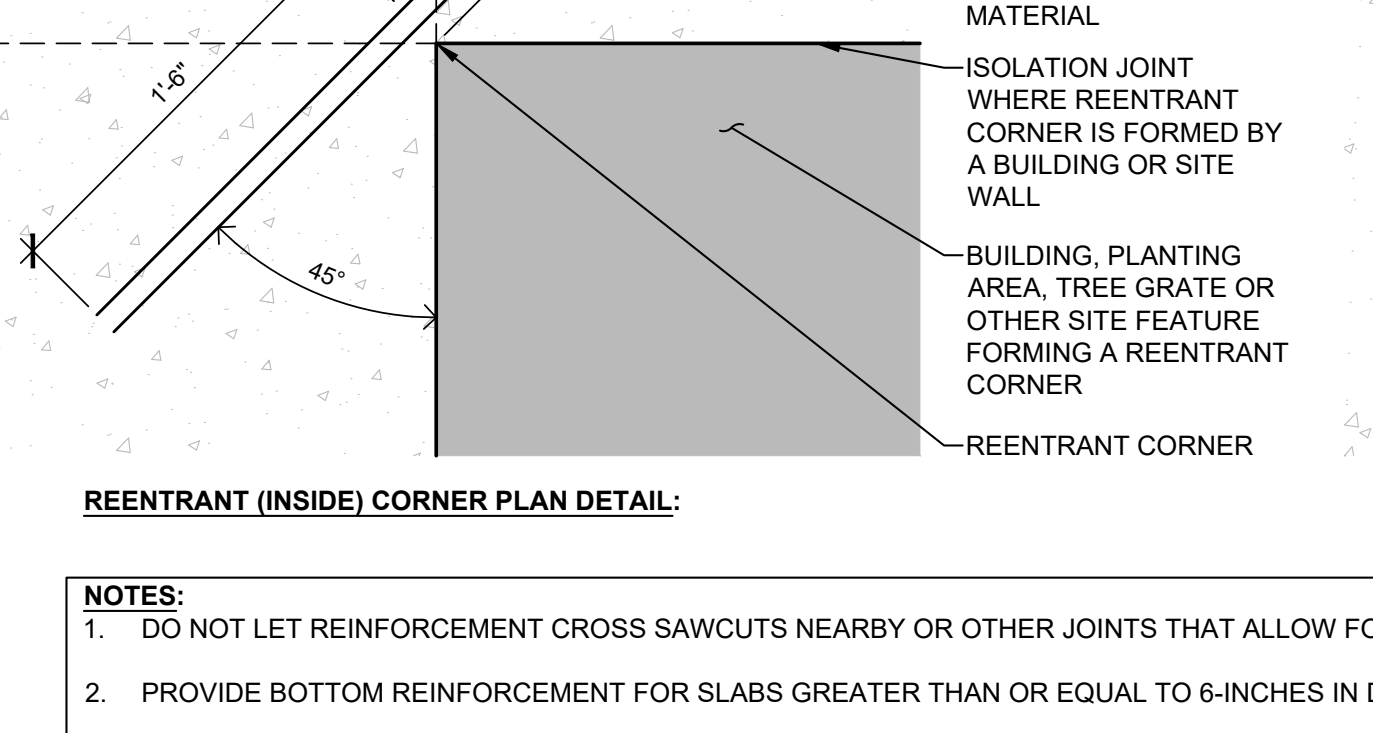
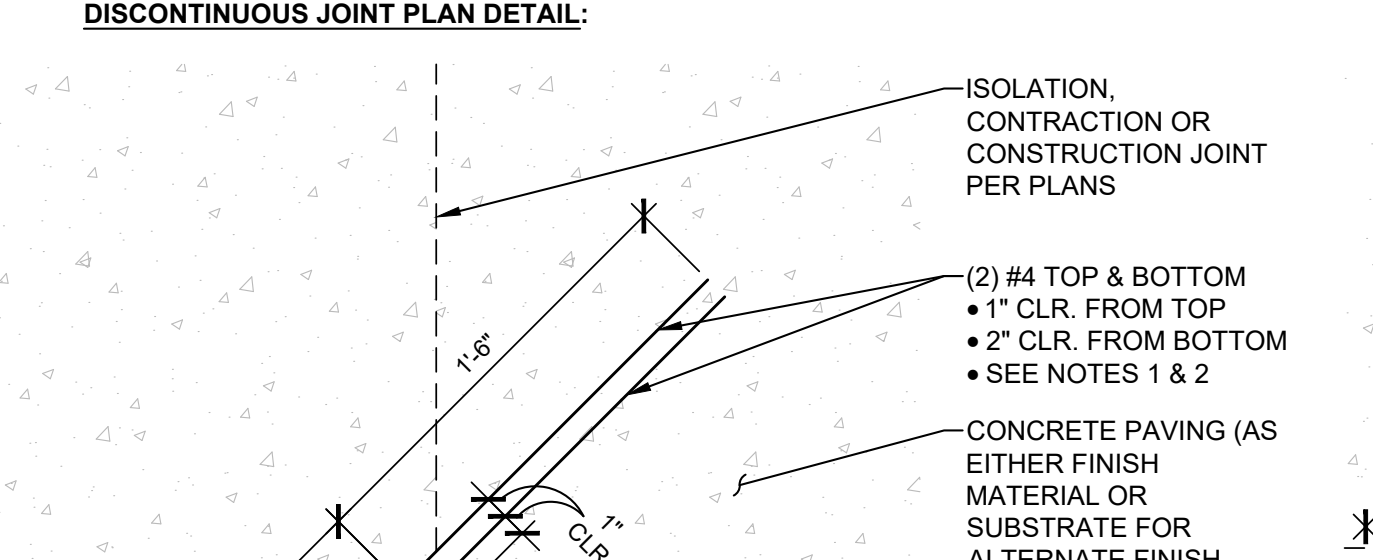
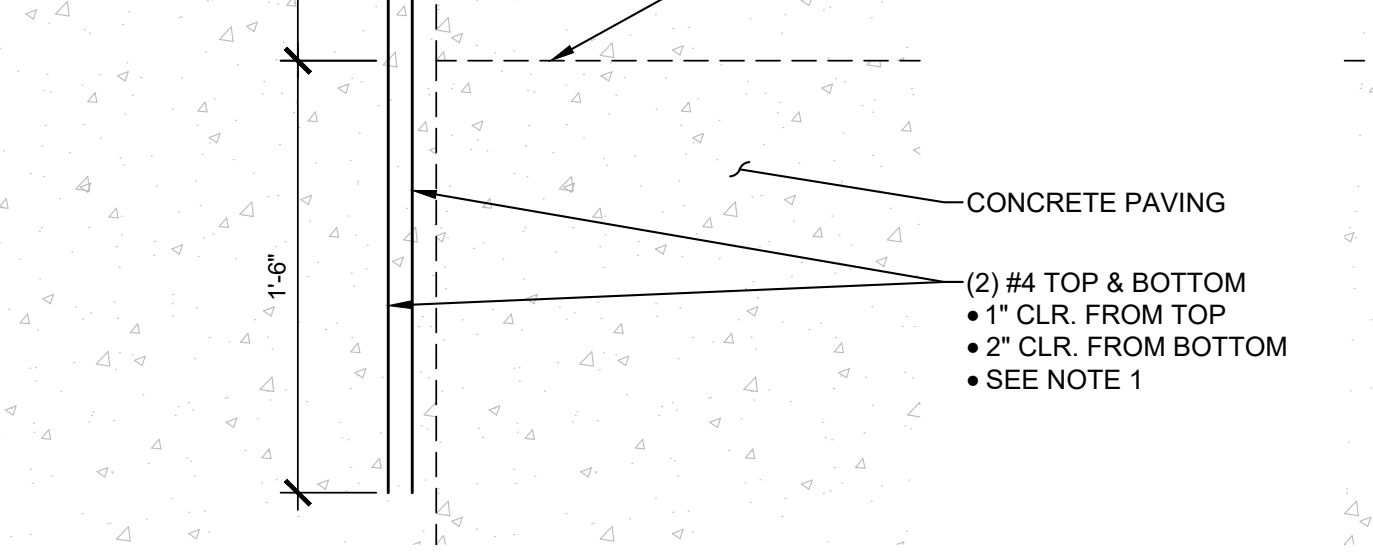
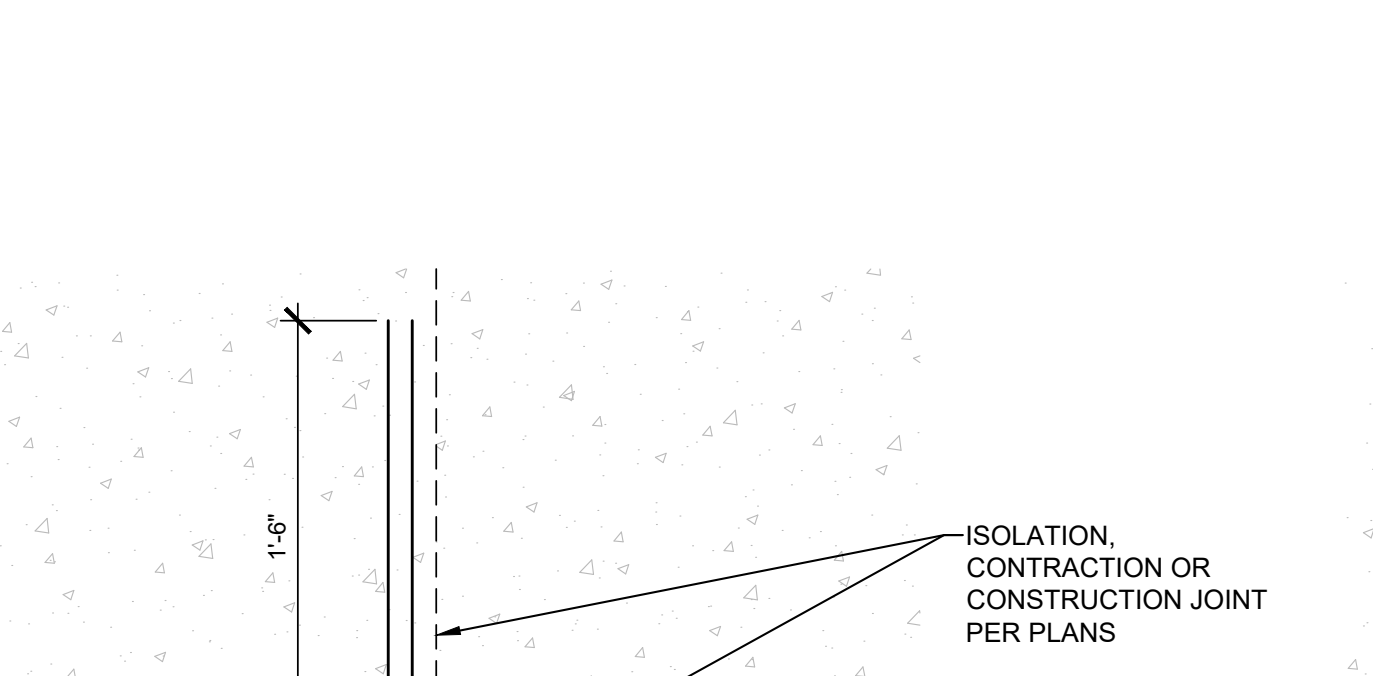
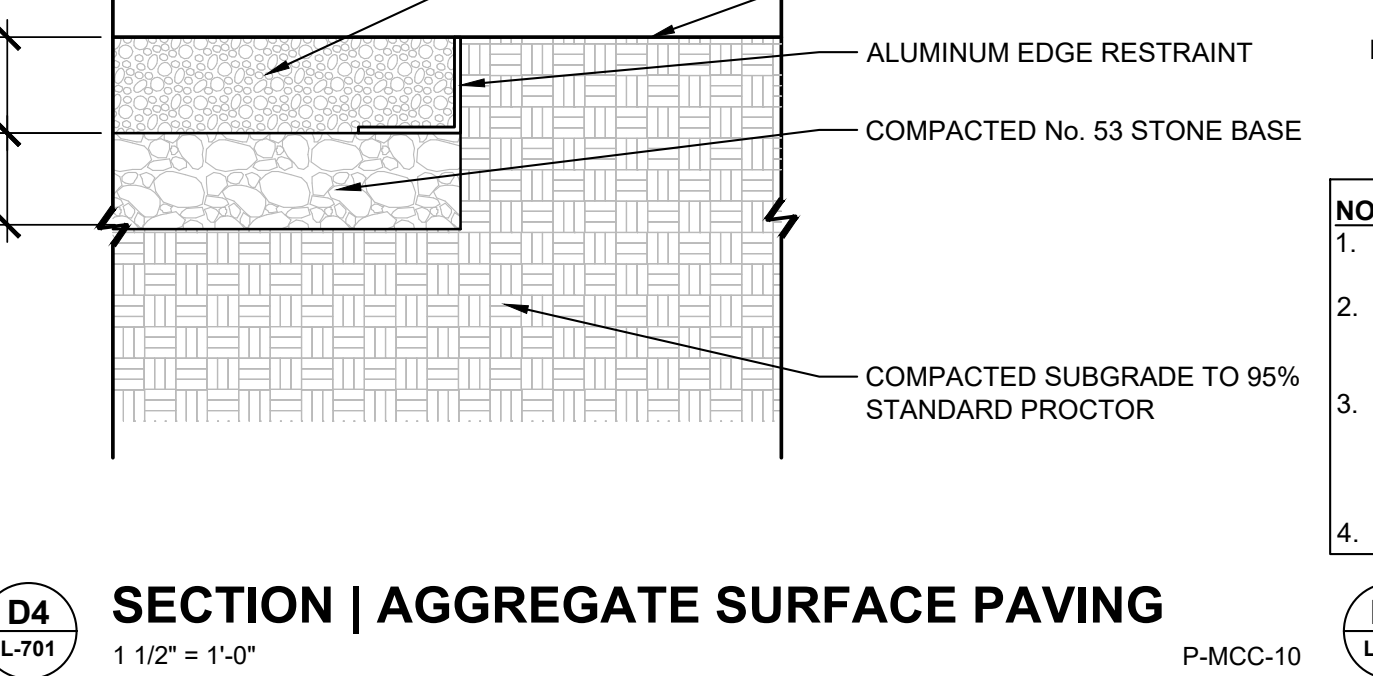
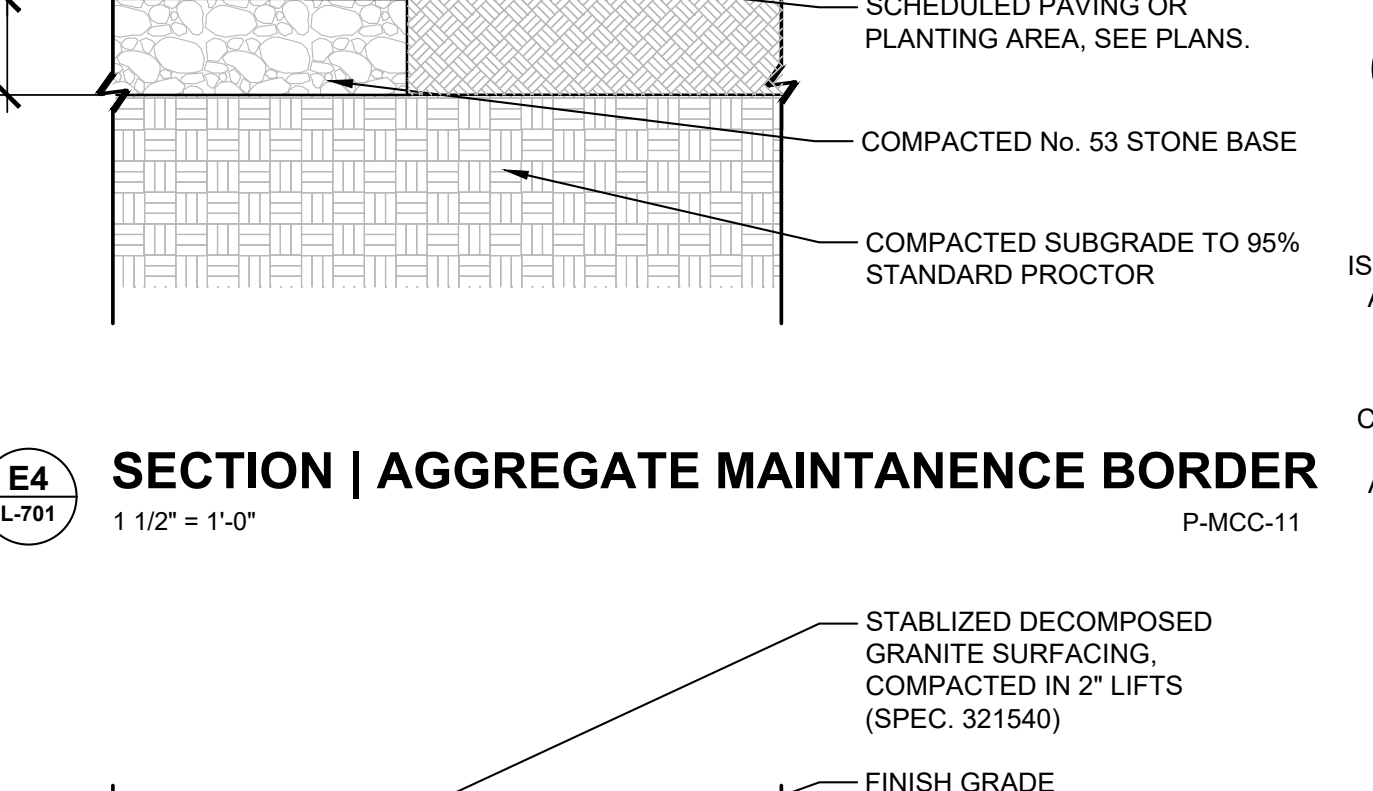
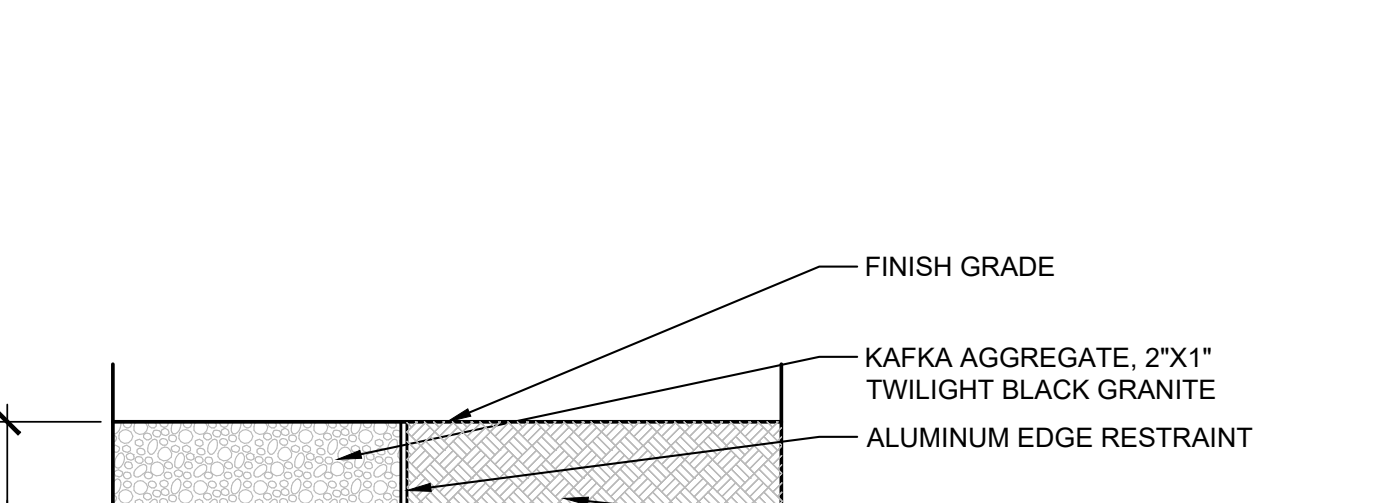
G1 ASPHALT PAVEMENT PATCH
3/4" = 1'-0"
P-MCC-06



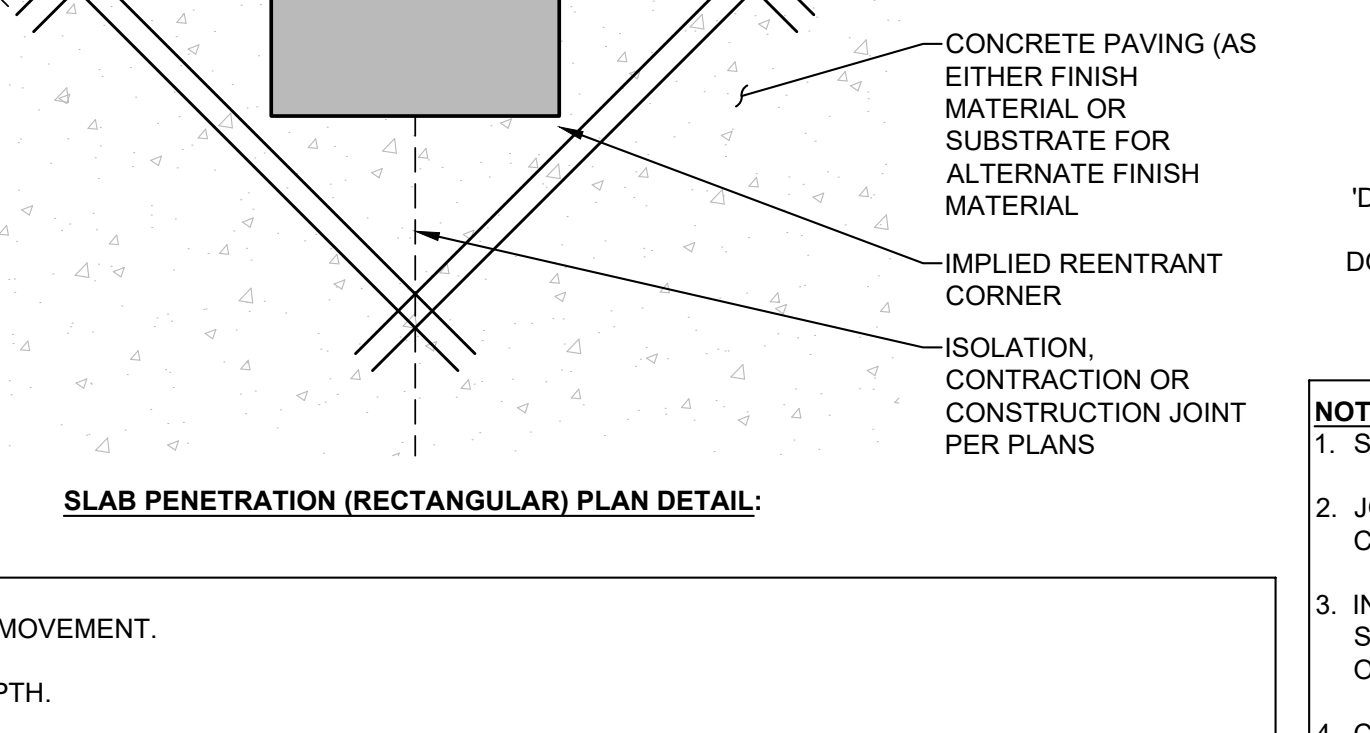
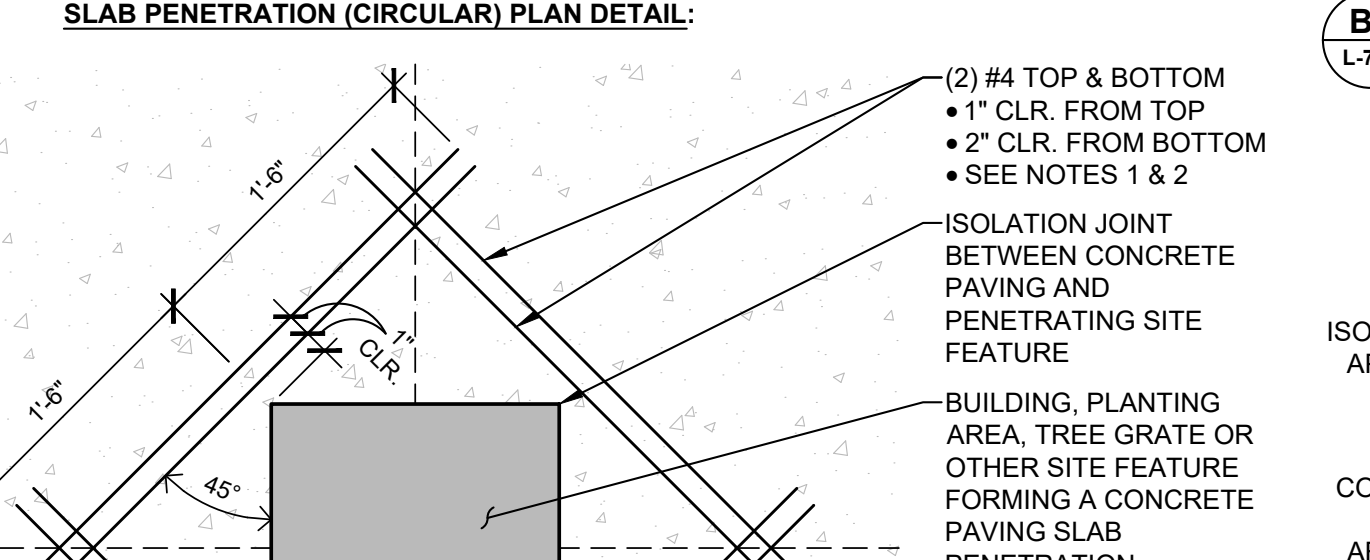
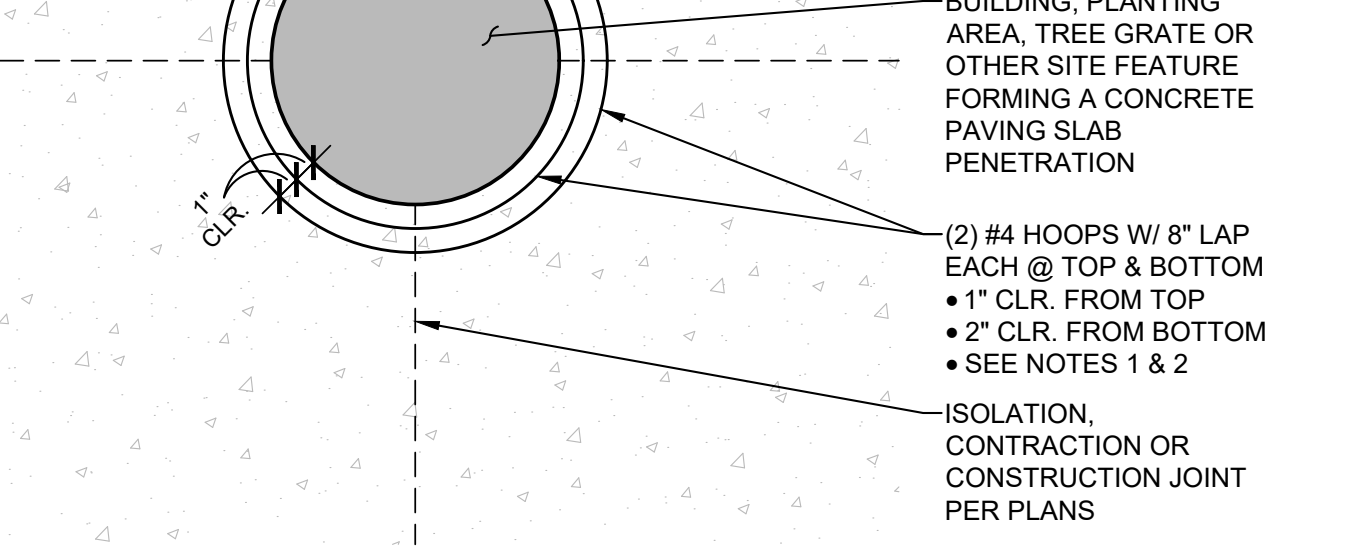
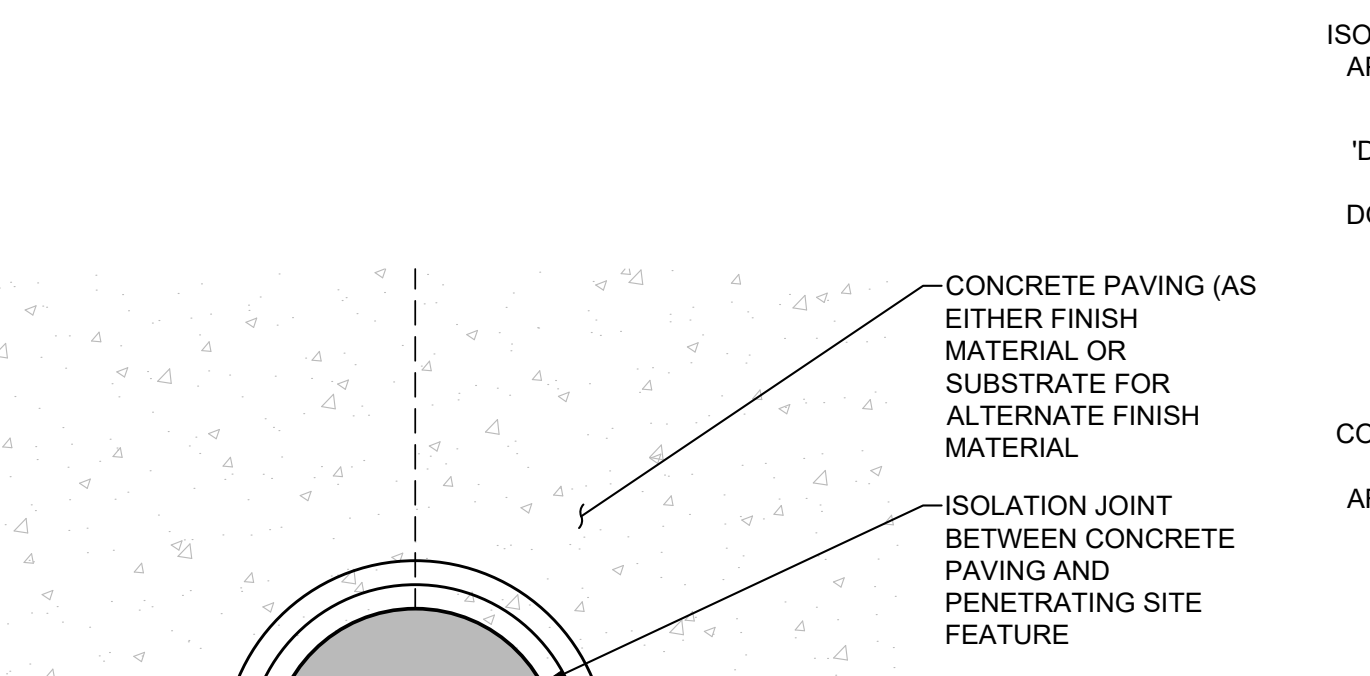
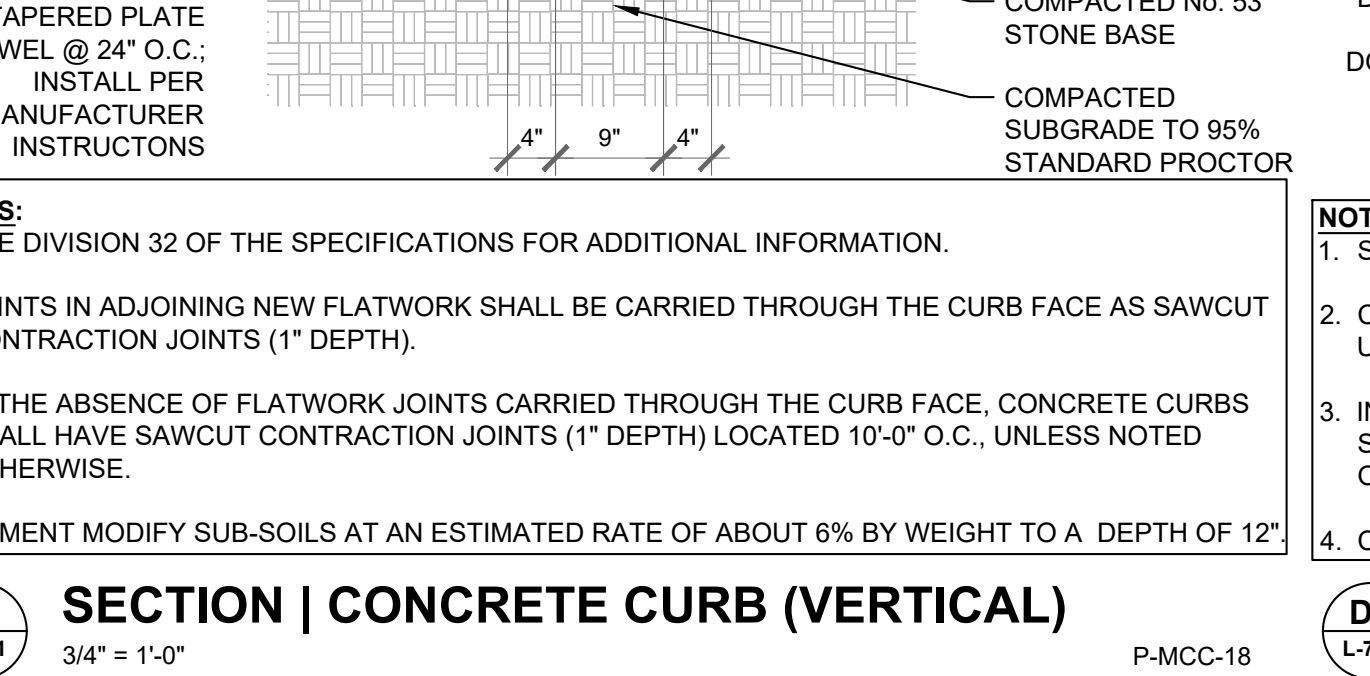
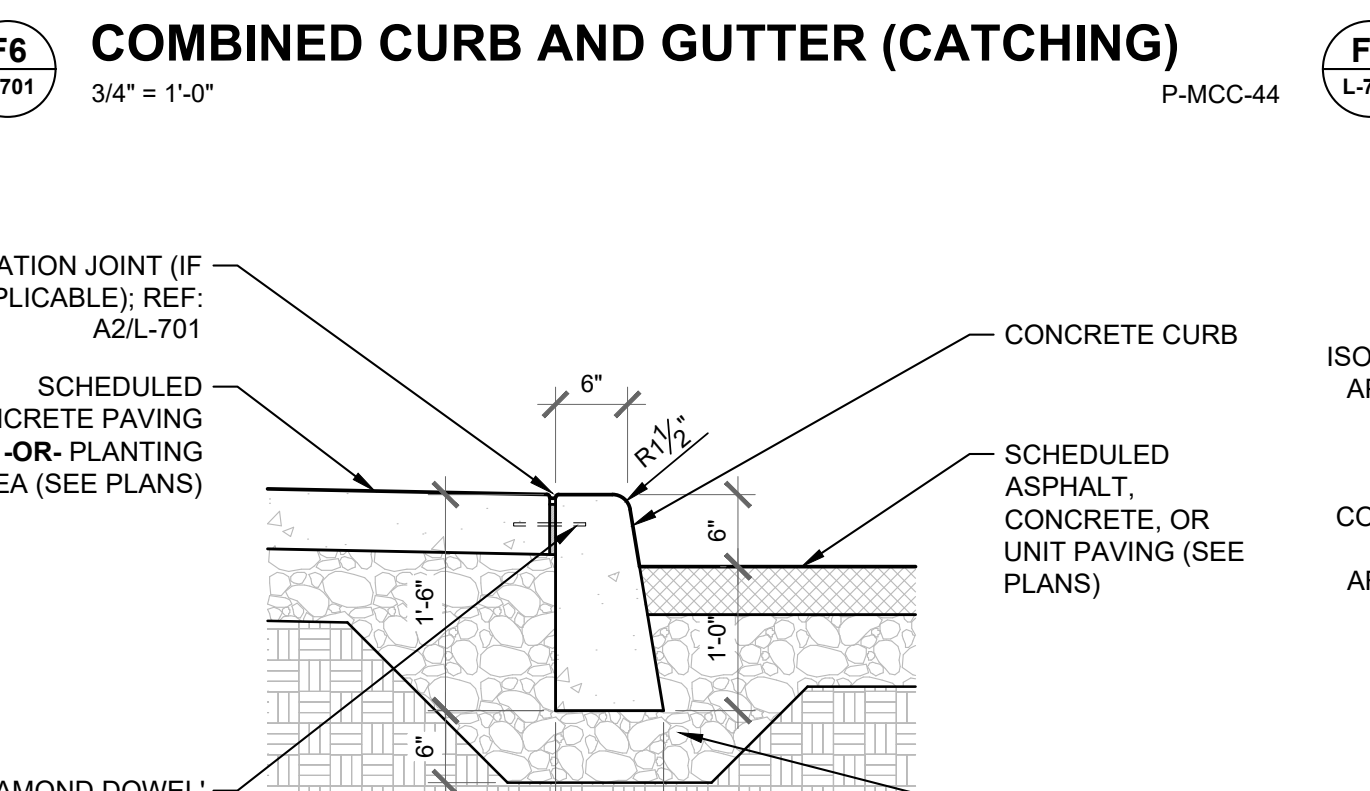
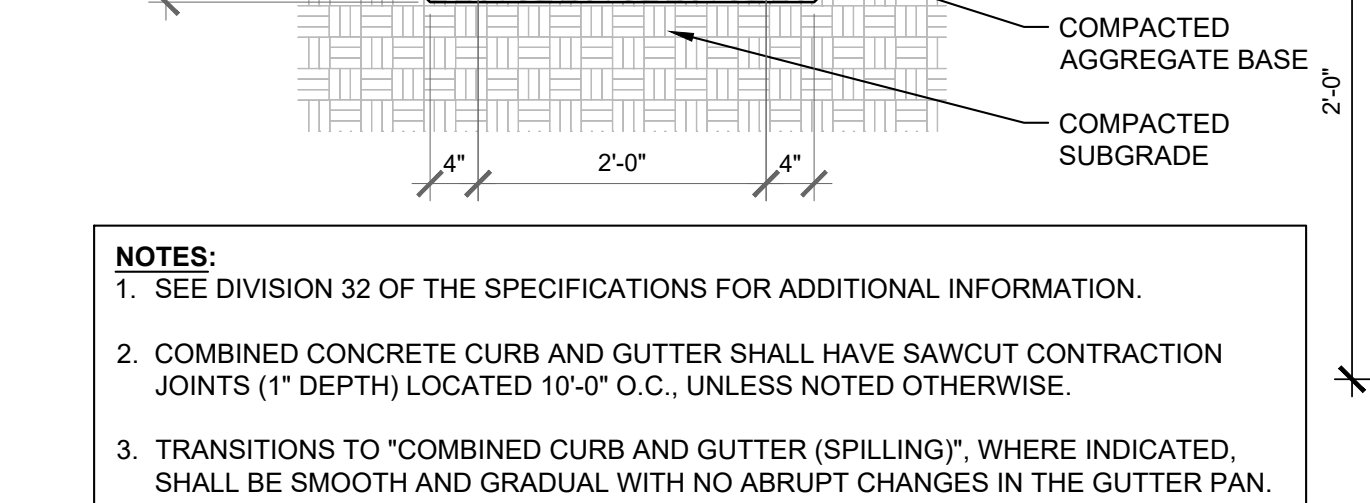
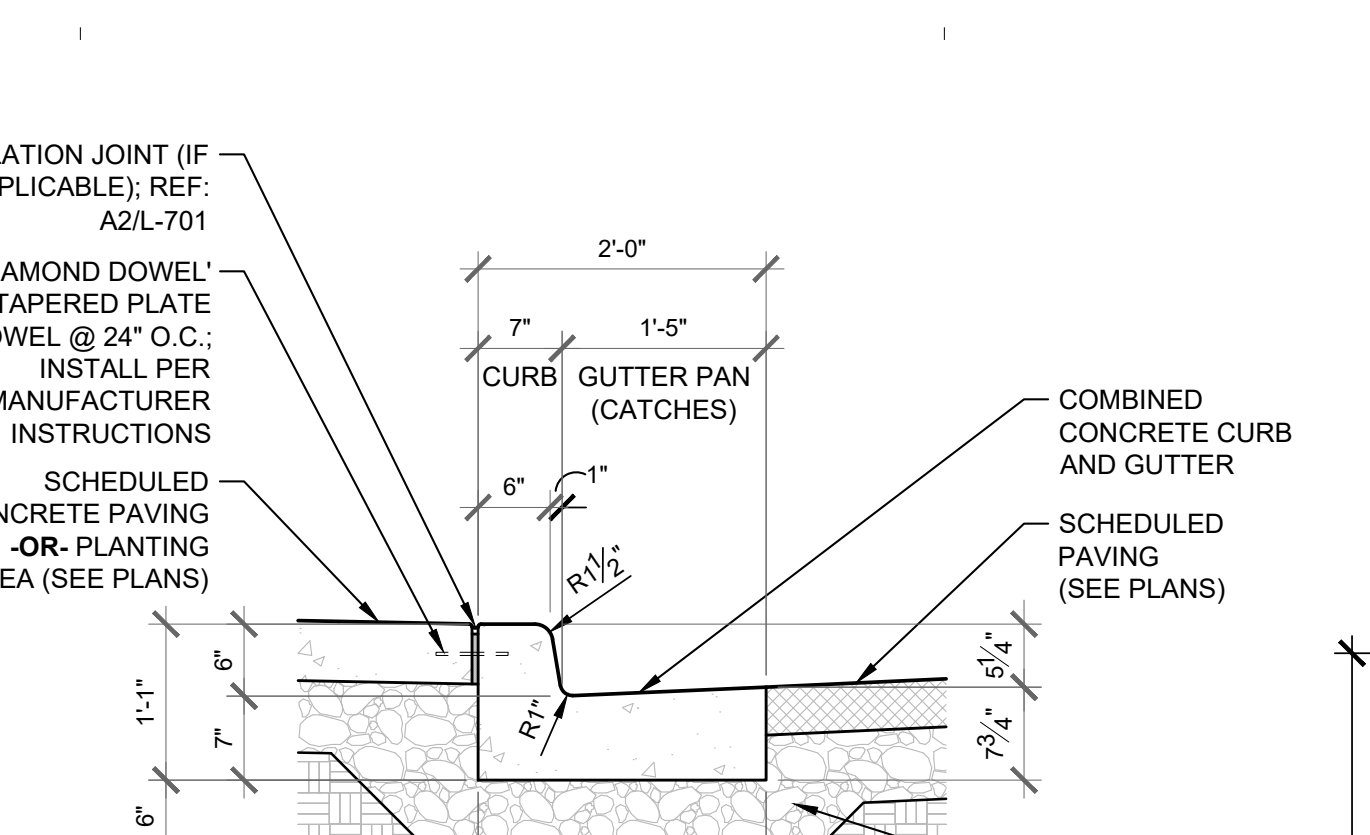
A1 SECTION | CONCRETE PAVING (LIGHT DUTY)
1 1/2" = 1'-0"
P-MCC-07



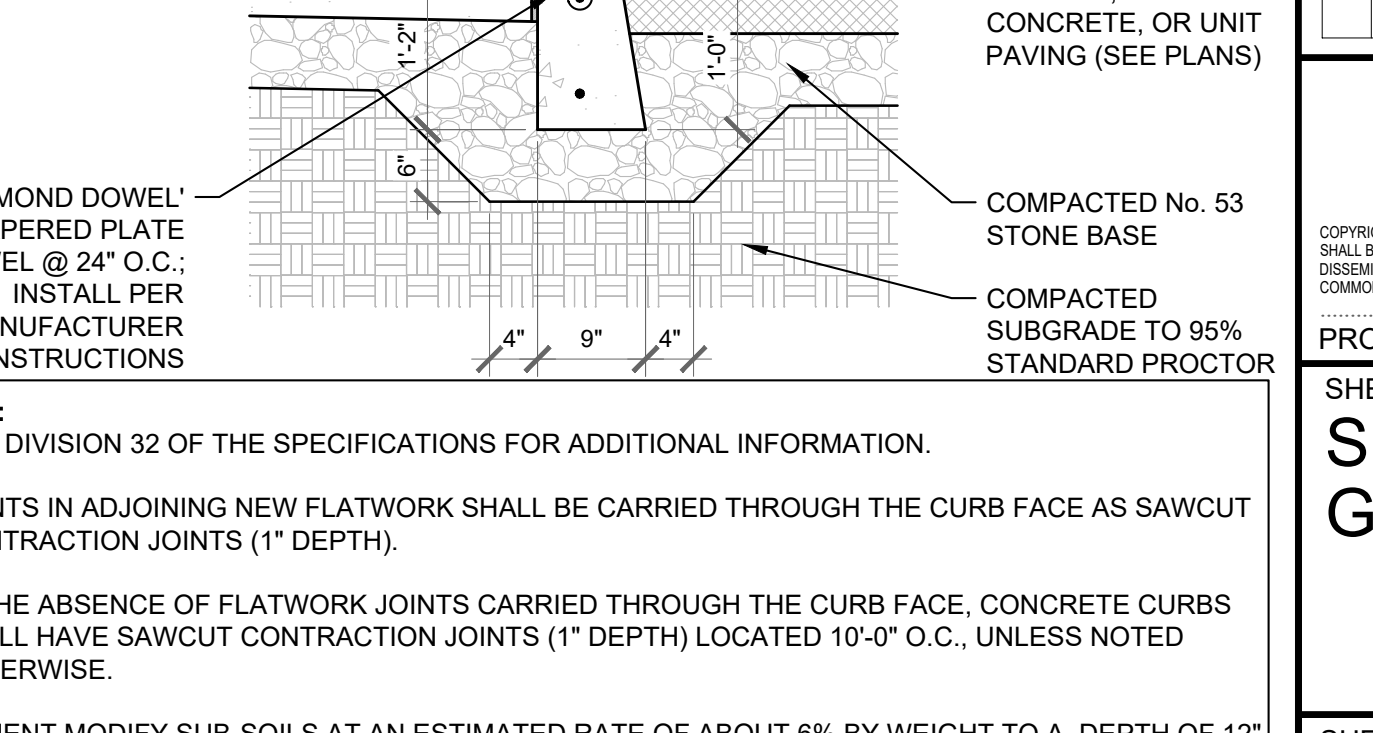
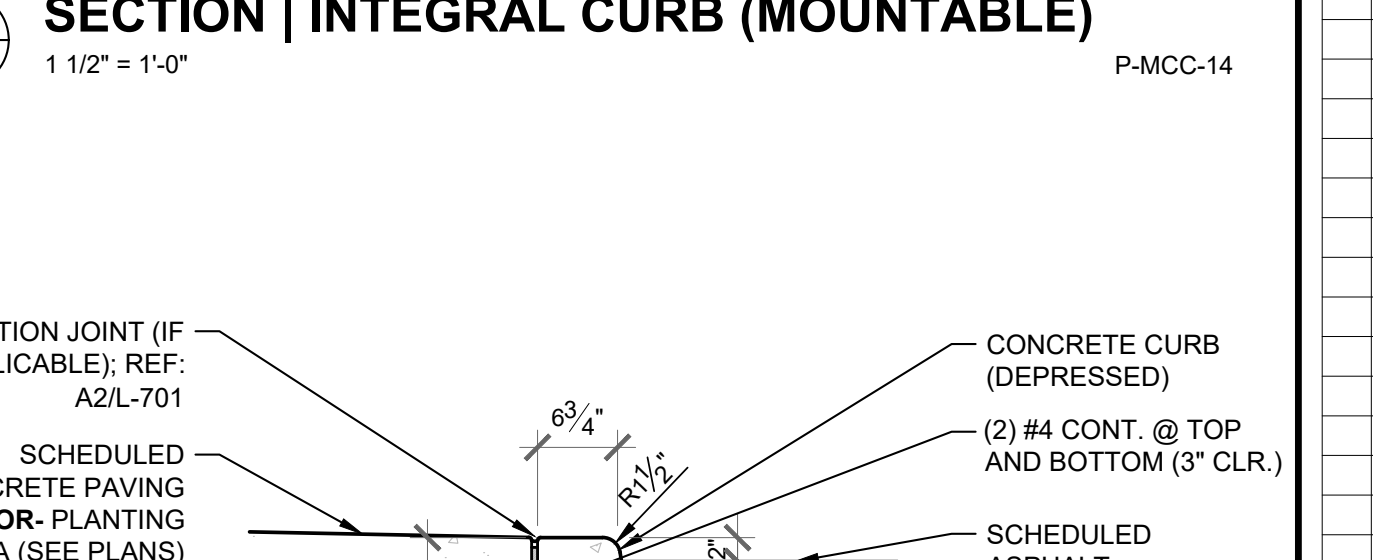
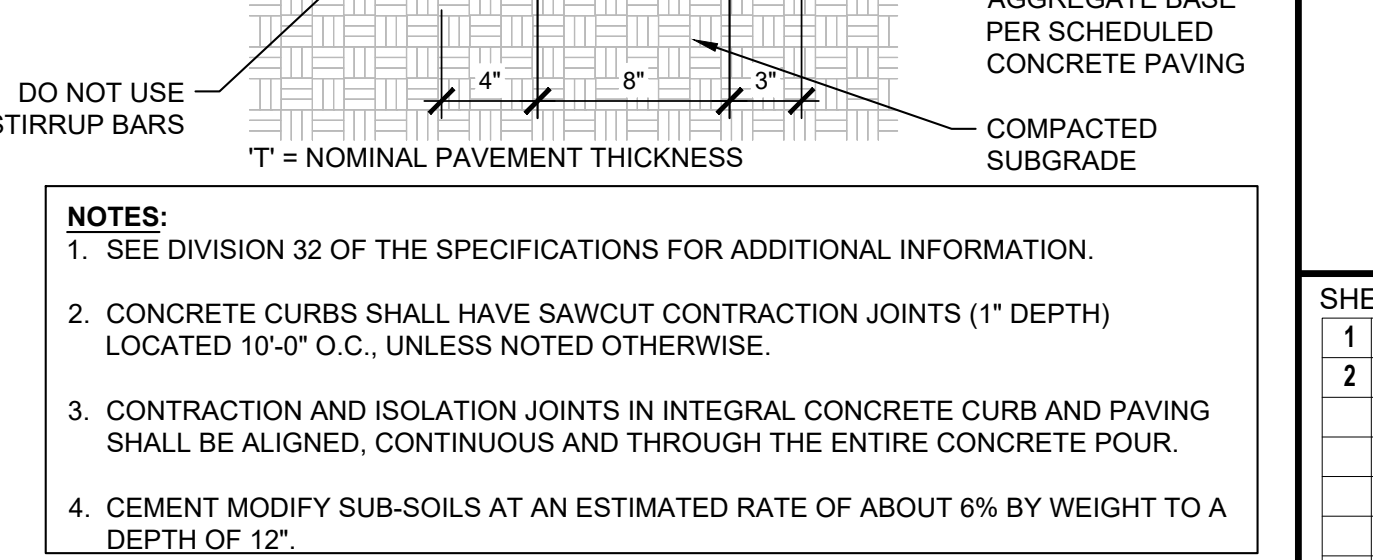
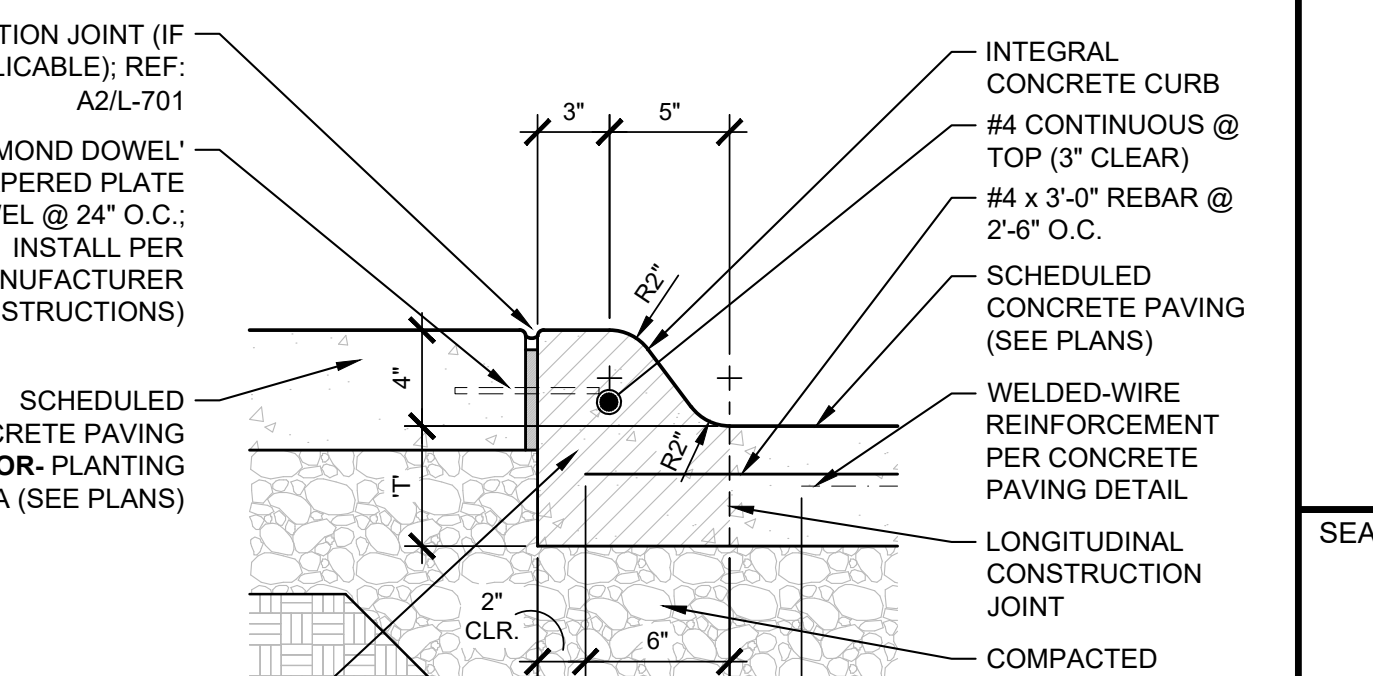
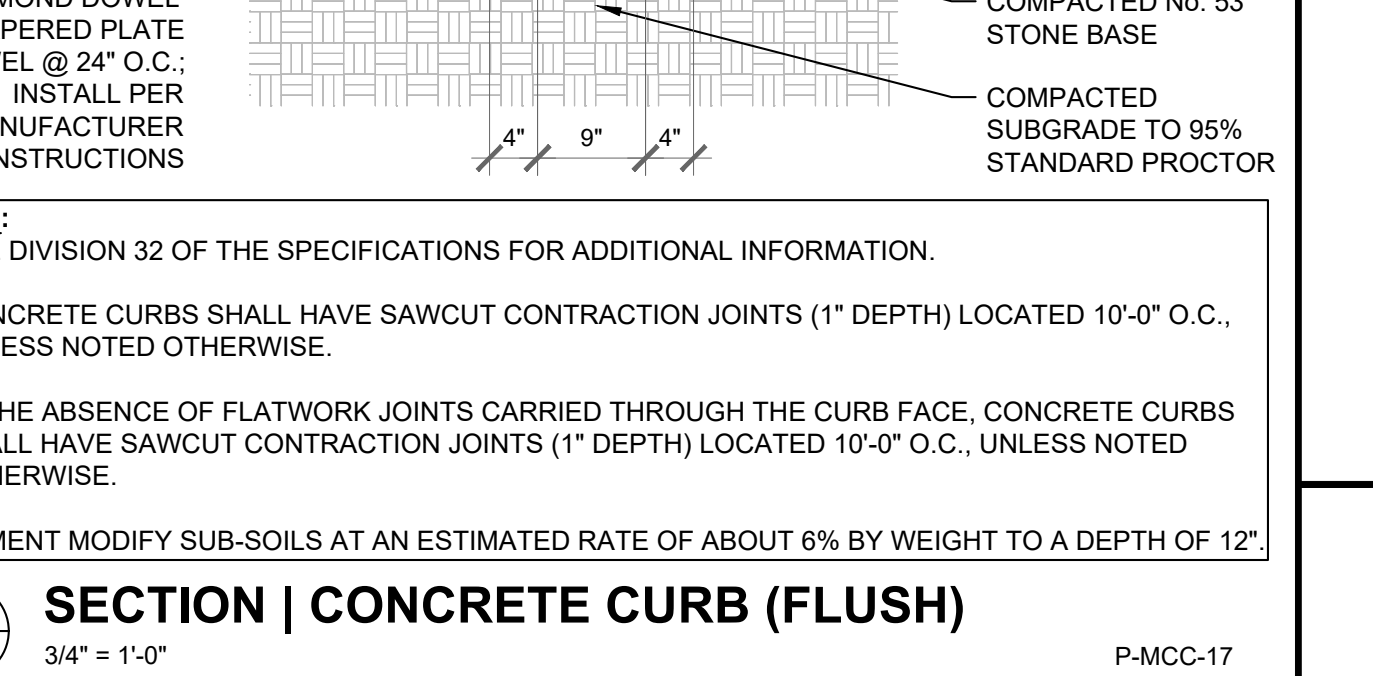
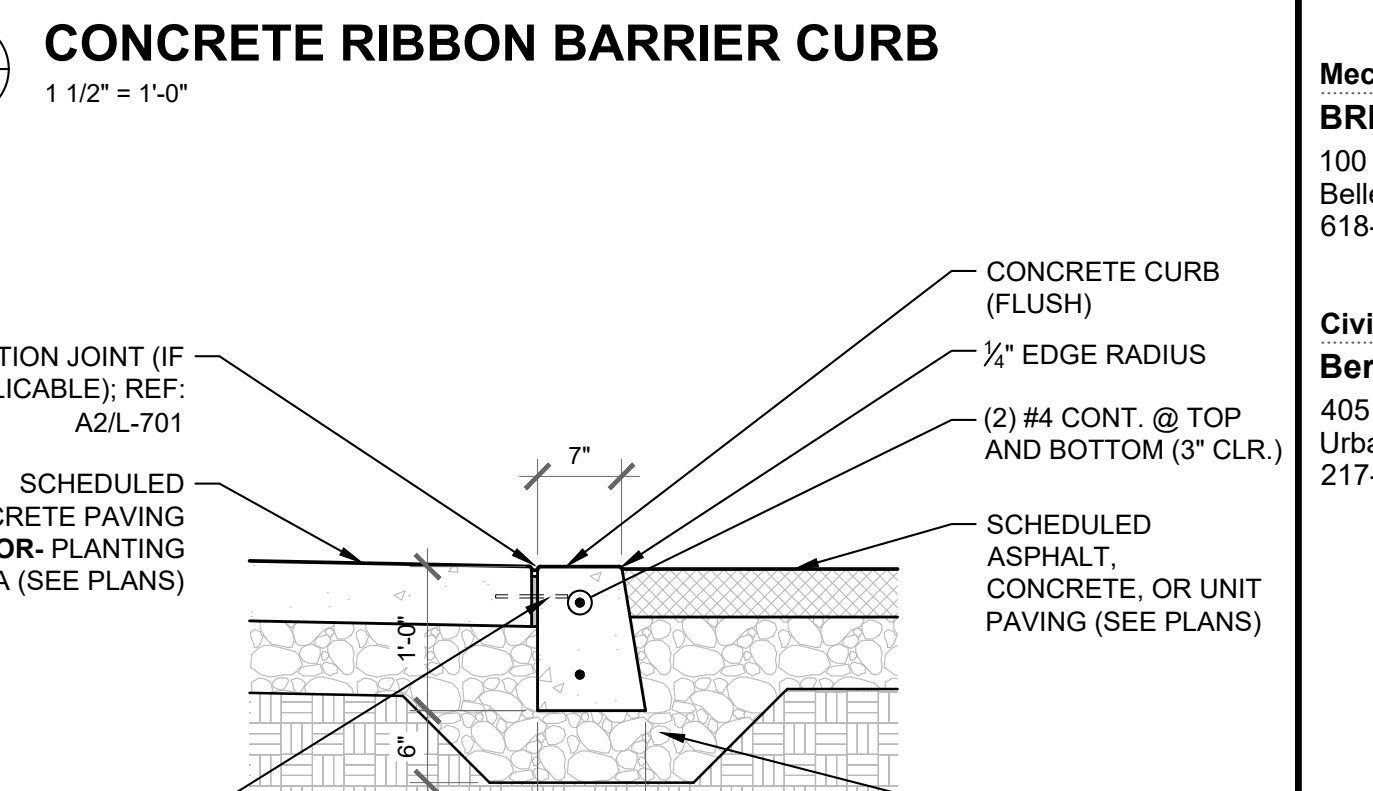
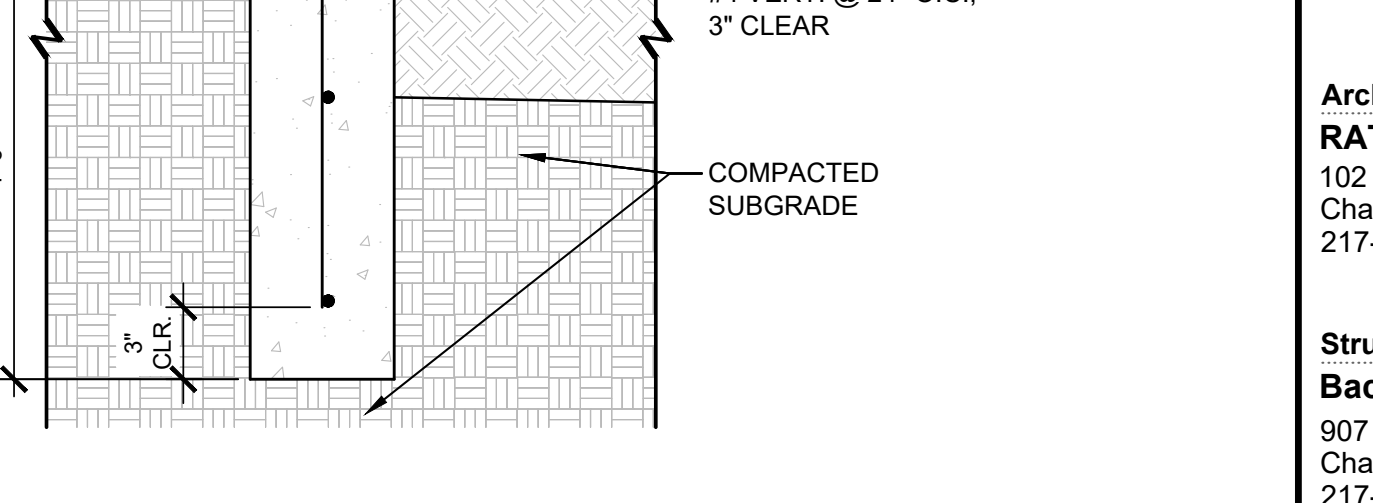
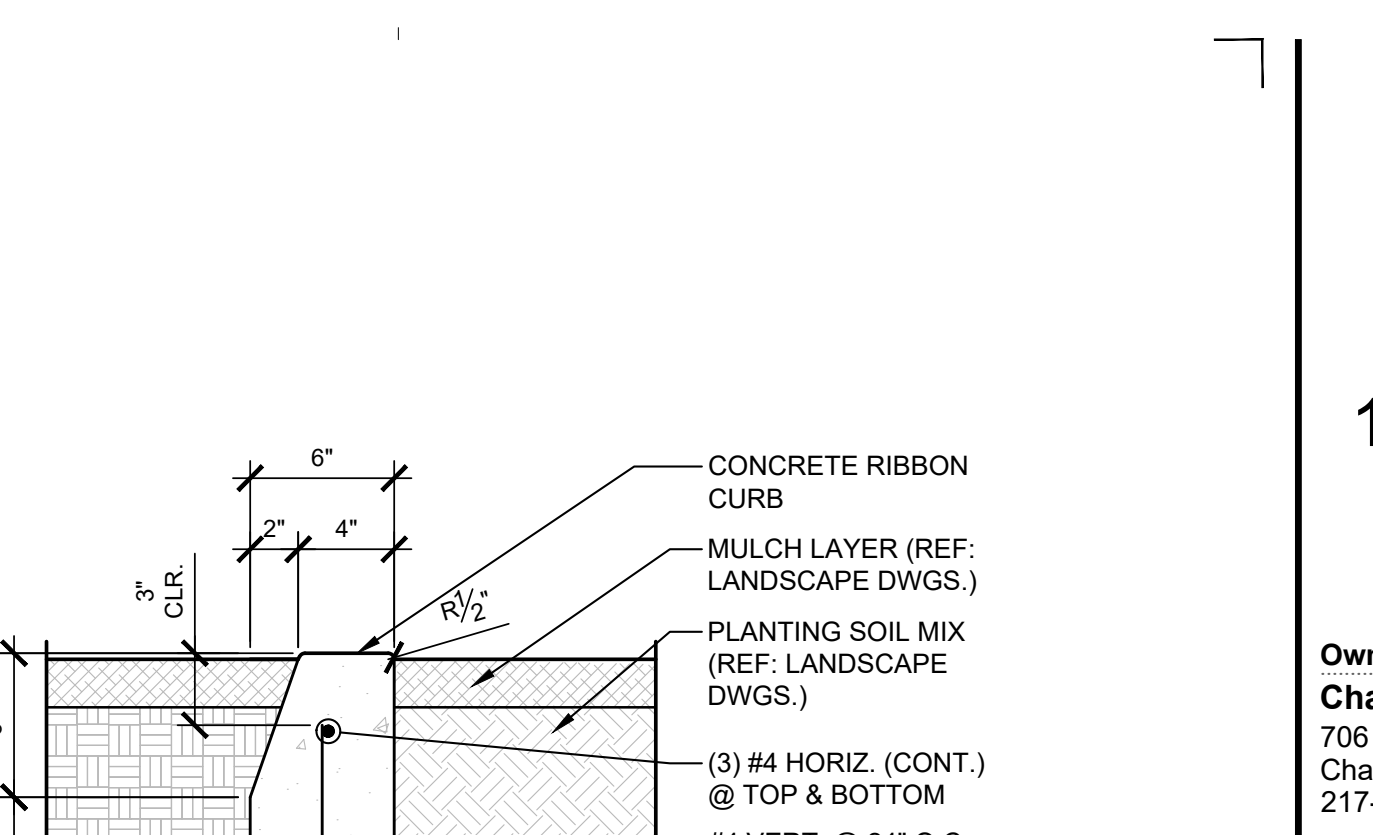
A2 CONCRETE PAVING JOINT DETAILS
1 1/2" = 1'-0"
P-MCC-08



A4 CONCRETE PAVING REINFORCING PLAN DETAILS
1 1/2" = 1'-0"
P-MCC-09



A7 SECTION | CONCRETE CURB (DEPRESSED)
3/4" = 1'-0"
P-MCC-16



A7 SECTION | CONCRETE CURB (DEPRESSED)
3/4" = 1'-0"
P-MCC-16

MARTENS CENTER
1515 N MARKET ST
CHAMPAIGN, IL 61820

Owner
Champaign Park District
706 Kenwood Avenue
Champaign, IL 61821
217-398-2376

Architect
RATIO
102 South Neil Street
Champaign, Illinois 61820
217-352-7696

Structural Engineer
Bacon Farmer Workman
907 Arrow Road, Suite 2
Champaign, IL 61821
217-530-4283

Mechanical / Electrical Engineer
BRIC Partnership, LLC
100 e. Washington St. Suite 220
Belleville, IL 62220
618-277-5200

Civil Engineer
Berns, Clancy and Associates
405 E. Main Street
Urbana, IL 61802
217-384-1144

SEAL | DATE

SHEET ISSUE

1	ISSUE FOR CONSTRUCTION	01/27/21
2	CITY OF CHAMPAIGN PERMIT REVIEW	02/16/21

LANDSCAPE ARCHITECT
JOHN D. JACKSON
157 JOLIET SQ
Exp. 08-31-2021
RATIO Architects, Inc. 184.002331

PROJECT NO. 19163.000
SHEET TITLE SITE DETAILS - GENERAL
SHEET NUMBER L-701

NOTES:
1. SEE DIVISION 32 OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. JOINTS IN ADJOINING NEW FLATWORK SHALL BE CARRIED THROUGH THE CURB FACE AS SAWCUT CONTRACTION JOINTS (1" DEPTH).
3. IN THE ABSENCE OF FLATWORK JOINTS CARRIED THROUGH THE CURB FACE, CONCRETE CURBS SHALL HAVE SAWCUT CONTRACTION JOINTS (1" DEPTH) LOCATED 10'-0" O.C., UNLESS NOTED OTHERWISE.
4. CEMENT MODIFY SUB-SOILS AT AN ESTIMATED RATE OF ABOUT 6% BY WEIGHT TO A DEPTH OF 12".

NOTES:
1. SEE DIVISION 32 OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. JOINTS IN ADJOINING NEW FLATWORK SHALL BE CARRIED THROUGH THE CURB FACE AS SAWCUT CONTRACTION JOINTS (1" DEPTH).
3. IN THE ABSENCE OF FLATWORK JOINTS CARRIED THROUGH THE CURB FACE, CONCRETE CURBS SHALL HAVE SAWCUT CONTRACTION JOINTS (1" DEPTH) LOCATED 10'-0" O.C., UNLESS NOTED OTHERWISE.
4. CEMENT MODIFY SUB-SOILS AT AN ESTIMATED RATE OF ABOUT 6% BY WEIGHT TO A DEPTH OF 12".

RATIO
CONCEPT NOTE: THIS ARCHITECTURAL AND ENGINEERING DRAWING IS GIVEN IN CONFIDENCE AND SHALL BE USED ONLY IN ACCORDANCE WITH THE AGREEMENT WITH RATIO. NO OTHER USE, REPRODUCTION OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF RATIO. ALL CONCEPTS ARE SUBJECT TO CHANGE AND CHANGE IS HEREBY SPECIFICALLY REFERENCED.

PROJECT NO. 19163.000
SHEET TITLE SITE DETAILS - GENERAL
SHEET NUMBER L-701

PROPOSAL REQUEST

Owner: Andrew Weiss / Champaign Park District
Architect: Ryan Hinz / RATIO Architects, LLC.
Contractor: Tyler Adkins / Broeren Russo Builders, Inc
Other:
File: 19163.000/CA/PR

PROJECT: Martens Center
1515 N. Market Street
Champaign, IL 61820

PROPOSAL REQUEST NO.: PR-06

DATE OF ISSUANCE: April 12, 2021

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

ARCHITECT: Ratio Architects, LLC.
102 South Neil Street
Champaign, IL 61820

TO: Broeren Russo Builders, Inc.
602 N. Country Fair Drive
Champaign, IL 61821

ARCHITECT'S PROJECT NUMBER: 19163.000

CONTRACT FOR: Construction A101-2017

Please submit an itemized quotation for changes in the Contract Sum and/or Contract Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description:

Replace additional sidewalk along Market Street with standard light duty concrete paving, broom finish as indicated on sheets L-201, L-202, and L-701 issued as part of ASI-2 City of Champaign Permit Review.

Attachments (list of supporting documents):

1. See L-201, L-202, L-701 issued as part of ASI-2



ISSUED BY: _____
Ryan Hinz
Associate/ Architecture

Ratio Architects, LLC.

PROPOSAL REQUEST

Owner: Andrew Weiss / Champaign Park District
Architect: Ryan Hinz / RATIO Architects, LLC.
Contractor: Tyler Adkins / Broeren Russo Builders, Inc
Other:
File: 19163.000/CA/PR

PROJECT: Martens Center
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Champaign, IL 61821

ARCHITECT'S PROJECT NUMBER: 19163.000

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Please submit an itemized quotation for changes in the Contract Sum and/or Contract Time incidental to proposed modifications to the Contract Documents described herein.

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Attachments (list of supporting documents):

1. See L-201, L-202, L-701 issued as part of ASI-2



ISSUED BY: _____
Ryan Hinz
Associate/ Architecture

Ratio Architects, LLC.



CHANGE ORDER REQUEST

COR #: **03**
 TITLE: **Additional Sidewalk and Curb (RFP 06)**

Date: 5/5/2021
 Project Name: Martens Center
 Project #: 202103

Scope Description

Replace Additional Sidewalk and provide additional curb at entrances per ASI #2

Subcontractor/Vendor Change Items

Subcontractor/Vendor	Change Description	Value
Mid Illinois Concrete	Additional Sidewalk and Curb	\$ 32,472.55
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

BRBI Staffing

Role	Change Description	Hours	x Rate (\$/hr)	Value
Project Director				\$ -
Project Manager				\$ -
Sr. Project Engineer				\$ -
Superintendent				\$ -
Assistant Superintendent				\$ -

BRBI General Conditions

Item	Change Description	Value
		\$ -
		\$ -
		\$ -
		\$ -

Total COR

Sub/Vendor Subtotal	\$	32,472.55
Fee on Sub/Vendor	5.00%	\$ 1,623.63
BRBI Subtotal	\$	-
Fee on BRBI	10.00%	\$ -
Subtotal	\$	34,096.18
Bonds & Insurance	2.00%	\$ 681.92

TOTAL COR VALUE: \$ 34,778.10

COR SCHEDULE DELAY (cal days): 0

Approval

Owner Approval

Signature

Date

This COR may be withdrawn or amended if not accepted within 30 days of the above date and is subject to all terms and conditions outlined. Owner approval of this COR certifies that the work is to proceed and that a change order is to be issued adjusting the contract agreement per this COR.



Date: 4/13/21

Task Code: 2900 3440
3700

Change Order Request

Contractor/ Owner: Broeren Russo Builders
Attn: Tyler Adkins

Job Name: Martens Center

Job Number: 21013

Work Description: COR is for the additional site concrete work associated with city sidewalks and entrance curbs per ASI #002. It includes approx. 1,450 SF of city sidewalk removal and replacement along with approx. 145LF of depressed city curb along Market St.

Ref. Document: ASI-02

Labor						
Qty	Description	Straight		Overtime		Total
		Hrs	Rate	Hrs	Rate	
1	Laborer Foreman	12	\$80.00			\$960.00
1	Cement Mason Foreman	24	\$82.00			\$1,968.00
1	Operator	10	\$89.00			\$890.00
1	Operator	12	\$89.00			\$1,068.00
1	Laborer	68	\$77.00			\$5,236.00
1	Cement Mason	110	\$79.00			\$8,690.00
1	Superintendent	4	\$95.00			\$380.00
						\$19,192.00

Material				
Qty	Unit	Description	Unit Price	Total
41	CY	IDOT SI/PV Concrete Mix	\$108	\$4,428
18	TN	CA-6 Stone	\$14.50	\$261
74	EA	Dowel Bars	\$1.50	\$111
1	LS	Form Lumber	\$435.00	\$435
				\$5,235.00

Equipment				
Qty	Description	Hrs	Unit Price	Total
1	CAT 324 Excavator	10	\$145.00	\$1,450.00
1	Track Skidsteer	12	\$55.00	\$660.00
2	Tandem Hauling	20	\$85.00	\$1,700.00
				\$3,810.00

Summary					
Total Labor	\$19,192.00	Total Material	\$5,235.00	Total Equipment	\$3,810.00
	(1)		(2)		(3)

Subtotal (1)+(2)+(3)	\$28,237.00
Bond @ 2%	
Mark-up @ 15%	\$4,235.55
TOTAL	\$32,472.55

Approved (Owner's Representative) _____ Date _____



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: May 26, 2021
SUBJECT: Facility paper recycling/shredding services

Background

The Champaign Park District used Community Resource for paper recycling services until July 2017, when Midwest Fiber bought Community Resource. We have continued to use Midwest Fiber with facilities either on an on call basis or a set schedule at the original rate of \$16/month. It is also important to note, Midwest Fiber did not change the rate when they acquired Community Resource. If the Park District continues the recycling services only, the fee is increasing to \$35/month regardless if we change anything.

In order to keep vital District, employee, vendor and household information from being improperly disposed, the District would like to switch to shredding services provided by Midwest Fiber/Confidential On-Site Paper Shredding (COPS). They would provide a locked 65 gallon bin and all shredding is done on site. Media and hard drive destruction is available at an additional cost as needed. There are a limited number of personal shredders within the Park District, but none of which will handle large scale projects, such as the periodic record destruction once approved by the Illinois State Archives.

If the Park District entered into a contract for recycling services only the price is \$35/month compared to \$25/month for shredding services. The following pricing includes one 65-gallon bin at each facility, with two 65-gallon bins at Bresnan Meeting Center and Leonhard.

Cost impact of recycling vs shredding over FY18, FY19, & FY20.

Cost impact	FY18	FY19	FY20
Facility paper recycling costs based on actual pickups	\$370	\$490	\$478
If shredding services were used	\$860	\$1,235	\$1,150

**facilities closed during most of FY21

Budget Impact

Service	Estimated Yearly Cost (if all scheduled pickups are completed as outlined)	Estimated Yearly Cost based on historical pickups requested
Recycling (\$35/\$25)	\$6,490	\$2,000
Shredding (\$25/\$15)	\$4,430	\$1,500

Recommendation

Staff recommends authorizing the Executive Director to execute a 3-year agreement with Midwest Fiber/Confidential On-Site Paper Shredding (COPS) for facility paper shredding services with an option to renew for one additional 3-year term.

Prepared by:

Shannon Clarkson
Accounts Payable Coordinator

Reviewed by:

Andrea Wallace, CPA
Director of Finance

Reviewed by:

Joe DeLuce, CPRP
Executive Director



CONFIDENTIAL DOCUMENT DESTRUCTION AGREEMENT

Terms and Conditions

The following Terms and Conditions are a part of the agreement between Champaign Park District (The "Client") and Confidential On-site Paper Shredding (The "Company"), entered into on this ____ day of _____, 2021. The Company and the Client can be each referred to herein as a "Party" and collectively referred to herein as the "Parties."

1. TERM. The term of this Agreement (the "Term") shall commence on the date shown above and shall continue for a period of three years (the "Initial Term"). Following the Initial Term, this Agreement may be extended for an additional 3 year term upon mutual agreement by both ~~parties~~Parties.

2. CONTAINERS. Company shall provide Client with standard bins or console units (the "Containers") as stated in Schedule A of this Agreement. Client shall use the Containers for the sole purpose of consolidating and storing the Designated Materials between service calls and shall keep the Containers at the locations described on the face of this Agreement (the "Premises"). The Containers shall at all times remain the property of the Company. Client shall be responsible for any damage to or loss or theft of the Containers while in Client's possession, normal wear and tear exempted. The Company may label or mark the Containers to indicate its ownership and Client shall not remove or cover such marks or labels. Upon the expiration or earlier termination of this Agreement, Client shall allow the Company reasonable access to the Premises during Client's normal business hours to retrieve the Containers.

3. DESIGNATED MATERIALS. Client shall select and designate the materials to be destroyed by the Company (the "Designated Materials"), subject to Sections 11 and 12. Materials shall be deemed to be Designated Materials if they are: (a) placed in a Container; (b) placed outside a Container but marked for destruction; or (c) physically delivered to the Company's representative by an employee of Client with verbal instructions to destroy the materials. Client hereby authorizes the Company to remove and destroy the Designated Materials. Client represents and warrants that it has the full power and authority to destroy the Designated Materials and that such destruction shall be in compliance with all applicable laws, rules, regulations and shall not violate or breach any agreement, order, judgment, decree or award by which the Client or the Designated Materials may be bound. Client shall be solely responsible to see that all Designated Materials are intended for destruction.

4. REMOVAL AND DESTRUCTION. At the service intervals provided in this Agreement and at such other times as requested by Client and agreed by the Company, a representative of the Company shall visit the Premises for the purposes of collecting the Designated Materials for shredding. Promptly after assuming control and custody of the Designated Materials, the Company's representative shall destroy the Designated Materials immediately adjacent to the building in which the Premises are located using the Company's vehicles and shredding equipment, so as to convert all Designated Material into unintelligible and inutile waste material (the "Waste Material"). The Company shall transport and dispose of Waste Material in a lawful manner, which may include, but is not limited to, disposal with a local recycling center. The Company shall provide Client with a Certificate of Destruction following the destruction process, which shall ~~be conclusive proof~~indicate that the Company has converted the Designated Material into Waste Material ~~to the Client's full~~satisfaction.

5. FEES.

(a) The fees for the Company's services to Client are stated in Schedule A of this Agreement. The stated fees do not include sales, use, excise or any other tax unless otherwise indicated. The Company shall not increase the stated fees during the ~~{Initial Term}~~, but may thereafter increase the fees on 30 days advance notice to Client. Fees and other terms of custom services requested by Client that are not stated on the face of this Agreement priced shall be quoted by Company on a case by case basis.

(b) All services performed are subject to a fuel surcharge based on the National U.S. Average on Highway Diesel Fuel Prices reported by the U.S. Department of Energy for the month that is one month before the adjustment (reference website at: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>) using the Company's sliding scale table, ~~a copy of of the current version of~~ which ~~will be provided to Client on request is incorporated herein as part of Schedule A.~~

6. PAYMENT. The Company shall invoice Client for services rendered during the preceding calendar month. Payment shall be due within 30 days after the date of each invoice. The Company may suspend performance of its services until all payments due have been paid.

7. CONTROL AND CUSTODY. Control and custody of the Designated Materials shall pass from Client to the Company when a representative of Company physically removes the Designated Materials from the Premises. The Company shall assume control and custody of the Designated Materials only for the purposes provided in this Agreement. While a ~~party-Party~~ has control and custody, it shall be responsible for keeping the Designated Materials secure and the other ~~pParty~~ shall have no liability for any loss or disclosure of the Designated Materials.

Red Flags Rule Compliance: Identity Theft Prevention and Detection

In the event that Service Provider (~~Company~~) (or "Business Associate" if preferred) is retained to perform information destruction services in connection with "covered accounts" as defined by the regulations listed at 16 C.F.R. § 681.1 et. seq. (the "Red Flags Rule"), and these services are identified by Covered Entity (~~Client~~), Service Provider shall have policies and procedures to detect relevant Red Flags that may arise in the performance of the service provider's activities (if any), and shall either report the Red Flags to the ~~{Covered Entity}~~ or to take appropriate steps to prevent or mitigate identity theft in connection with these Red Flags. Service Provider agrees to reasonably cooperate with any subsequent investigation by or on behalf of the Covered Entity related to such notification by the Service Provider.

8. TITLE. Title to the Designated Material shall pass from Client to the Company upon its conversion to Waste Material.

9. CONFIDENTIALITY. Upon assuming control and custody of the Designated Materials, the Company shall comply with National Association for Information Destruction, Inc. (NAID) standards and practices for the confidentiality of those materials. ~~If the Company is in compliance with such standards and practices, it shall not be liable to Client or third parties for any claims or damages arising from the inadvertent disclosure of the Designated Materials or Waste Materials.~~

10. PROHIBITED MATERIALS. The Client may include in Designated Materials unclean paper, colored paper, rubber bands, staples, paper clips and other bindings. However, the Client may not include in Designated Materials hardened metal products, or any toxic or hazardous wastes or substances, medical wastes, bio-hazards or any other substance, exposure to which is prohibited, limited or regulated by a governmental or quasi-governmental authority or which, even if not so regulated, could or does pose a hazard to health and safety. Client shall defend, indemnify and hold the Company harmless from and against any expense or liability (including reasonable attorney's fees) threatened against or incurred by the Company, including but not limited to

damages for personal injury or property damage or liabilities arising under environmental laws, resulting from Client's inclusion in the Designated Materials of any such prohibited material. The Company may reject any Designated Materials that it suspects may contain any prohibited material or that it determines would not be appropriate for its equipment. The Company may require Designated Materials be marked and/or bound in a specific manner before removal.

11. NEGOTIABLE INSTRUMENTS. Client shall give the Company advance written notice if Designated Materials will include in any single service call an aggregate total of more than \$100,000 of negotiable instruments, including but not limited to checks, bearer bonds, travelers checks or coupons.

12. EXCLUSIVITY. Client shall retain the Company on an exclusive basis at all of Client's locations covered by this Agreement and for the Term; provided that, Client shall be able to undertake its own on-site destruction of any materials as it sees fit.

13. INSURANCE. The Company shall maintain during the term of this Agreement: **(a)** at least \$~~12~~,000,000 of Comprehensive General Liability Insurance and \$4,000,000 in aggregate; **(b)** subject to its continued availability at a rate reasonable to the Company, at least \$1,000,000 of Professional Liability Insurance, except that coverage for negotiable instruments shall be limited to \$100,000; and **(c)** such worker compensation insurance as may be required by law. The Company shall furnish a current certificate of insurance to the Client at any time during the Term, upon request.

14. INDEMNIFICATION. Each Party (the "Indemnifying Party") agrees to indemnify and hold harmless the other ~~party~~ Party and its owners, commissioners, directors, members, officers, managers, employees, representatives, and agents (an "Indemnified Party") as the case may be from and against any and all damages, claims, obligations, liabilities, costs and expenses of any kind or character (including but not limited to reasonable attorney's fees and costs and expenses incurred in investigating, defending or prosecuting any litigation, claim, proceeding or demand) (a "Loss") threatened against or incurred by the Indemnified Party arising out of or in connection with: **(a)** The failure of the Indemnifying Party to perform its obligations under this Agreement; **(b)** The failure of the Indemnifying Party's representations and warranties to be true; or **(c)** The negligent act or omission of the Indemnifying Party or its owners, commissioners, directors, members, officers, managers, employees, representatives, and agents in the performance of this Agreement. Notwithstanding the foregoing, an Indemnifying Party shall not be obligated to indemnify an Indemnified Party for any Loss resulting from the indemnified Party's own negligence or intentional misconduct, ~~nor to indemnify an Indemnified Party for consequential, special or punitive damages.~~ A ~~party~~ Party seeking indemnification must notify the Indemnifying Party of such claim promptly, but in no event later than 90 days, after learning of the basis for such claim.

15. TERMINATION. (a) By a Party Due to Other Party's Uncured Default. A ~~party~~ Party may terminate this Agreement in the event of a default by the other ~~party~~ Party by giving the defaulting ~~party~~ Party a notice specifying the default and, if the defaulting ~~party~~ Party fails to cure the default within the applicable cure period, by giving the defaulting ~~party~~ Party a notice of immediate termination. For a default in the payment of money, the cure period, after the date of the notice of default, shall be ten (10) days, and for all other defaults the cure period shall be thirty ~~(30)~~ days, ~~after the date of the notice of default.~~

(b) By Client Upon Discontinuance or Relocation. Client may terminate this Agreement at any time by giving the Company ninety (30) days written notice if Client no longer requires Company's services due to the complete discontinuance of Client's business or the relocation of Client's business to a location outside of Company's service area. The Parties may otherwise terminate this Agreement at any time by a mutual written agreement between them.

LIQUIDATED DAMAGES. ~~If Client terminates this Agreement other than as permitted in Section 15 or if the Company terminates this Agreement under Section 15(a), then the Client shall pay the Company liquidated damages in an amount equal to the greater of: (i) the total of Client's monthly-~~

~~Service Charge for the three months before the termination; (ii) the total of Client's monthly Service Charge for the three months before Client's default occurred; and (iii) the most recent Service Charge multiplied by three. The liquidated damages shall be in addition to any unpaid amounts due the Company for periods before the termination.~~

16. RIGHT OF FIRST REFUSAL. If Client intends to accept an offer by a third party for the provision to Client within six (6) months after the expiration or termination of this Agreement of services that are similar to those provided by Company under this Agreement, Client shall promptly notify Company of the terms of such offer and shall provide Company a reasonable opportunity to match the offer. If Company matches the offer, Client shall enter into ~~an a new~~ agreement with Company on the terms of the offer.

17. RELATIONSHIP OF PARTIES. In the performance of its services under this Agreement, Company is acting as an independent contractor, and not an agent, employee, partner or joint venture partner of Client. Client shall neither have nor exercise any control or direction over the methods by which Company or its employees shall perform its, his or her work and functions. Company acknowledges and agrees that neither Company nor any of its owners, directors, members, officers, employees, representatives, or agents, is an employee of the Client, and they are not entitled to any benefits or protections afforded employees of the Client. In addition, neither Company nor any of its owners, directors, members, officers, employees, representatives, or agents, shall act contrary to the policies of the Client. Company understands and agrees that Company employees shall not be insured under provisions of the unemployment compensation insurance of the Client or the workers' compensation insurance of the Client, and that any injury or property damage in connection with any activity related to this Agreement shall be Company's sole responsibility and not that of the Client. ~~In the performance of its services under this Agreement, Company is acting as an independent contractor, and not an agent, employee, partner or joint venture partner of Client. Client shall neither have nor exercise any control or direction over the methods by which Company or its employees shall perform its, his or her work and functions.~~

18. RIGHT TO RELY ON INSTRUCTIONS. Company may act in reliance on instructions received from Client's employees and may assume that Client's employees giving instructions have the authority to do so.

19. COMPLIANCE WITH LAWS, ETC. Client shall be responsible for determining the requirements of laws, regulations and contractual provisions applicable to Client with respect to the confidentiality, retention or destruction of its materials and whether the destruction of Designated Materials by Company under this Agreement satisfies such laws, regulations and contractual provisions. Company shall comply with laws and regulations applicable to the conduct of its business.

20. SURVIVAL. The termination of this Agreement shall not relieve a Party from its obligations arising before ~~the such~~ termination.

21. FORCE MAJEURE. The Parties shall not be liable to each other or any third party for any delay or failure in performing the obligations under this Agreement, or for any loss or damage resulting therefrom, due to causes beyond their control, including without limitation, acts of God, the public enemy, major equipment failures, pandemic, epidemic, wars, explosions, accidents, riots, labor disputes, strikes, lockouts, civil commotion or insurrection, fires, quarantine, shelter-in-place order, pestilence, natural catastrophes or disasters (including without limitation, unusually severe weather), economic fluctuations, non-availability of electric power or other necessary energy sources, or legal or government laws, regulations, orders, requirements, or demands. In the event of a delay or failure caused by such circumstances, the date of delivery or performance shall be excused and extended not to exceed the duration of the failure or delay; provided that, the Party affected by such delay is using commercially reasonable efforts to mitigate or eliminate the cause of such delay or its effects. Each Party shall

~~promptly notify the other in writing of any delay or failure in and the effect upon its performance as to time for anticipated resumption of performance of the obligations under this Agreement. Each party shall be excused from any delay or failure in performance under this Agreement, other than the payment of money due, if such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, war, acts or aggression, or other causes beyond its control.~~

22. SUBCONTRACTORS. The Company may use subcontractors to perform some or all of the services under this Agreement, provided that: (a) the subcontractor ~~agrees to shall~~ comply with the terms and conditions of this Agreement, including but not limited to, the Company's obligations with respect to confidentiality; and (b) the Company remains responsible to Client for all services performed for Client. The Company shall document all uses of subcontractors and related custody transfers.

23. ASSIGNMENTS. The Company may assign this Agreement to a successor entity in a merger or consolidation or to a purchaser of substantially all of the Company's assets. Neither ~~party~~ Party may otherwise assign this Agreement without the consent of the other ~~party~~ Party, which consent shall not be unreasonably withheld.

24. GOVERNING LAW, AND JURISDICTION, AND VENUE. This Agreement shall be governed by the laws of the State of Illinois. Any lawsuit pertaining to this Agreement ~~may shall~~ only be filed in the Circuit Court of Champaign County, Illinois. ~~The parties waive trial by jury.~~

25. COUNTERPARTS. This Agreement may be executed in any number of counterparts as may be convenient or required for the benefit of the Parties. 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 any 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.

26. NO THIRD PARTY BENEFICIARY. Except as expressly stated herein, this Agreement shall not create any rights or benefits for or on behalf of parties other than the Company and Client. Third parties shall not have any right, whether beneficial or otherwise, to rely on any actions, omissions or, other conduct of the Company or Client whatsoever regarding the terms of this Agreement.

27. REPRESENTATIONS. Each Party hereto represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action of its respective appropriate representative and this Agreement has been duly executed by such Party in accordance therewith.

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

If to Company: _____

If to Client: _____

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

and _____

and _____

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

29. SEVERABILITY. In the event any one or more of the provisions contained in this Agreement are finally determined 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.

30. 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.

31. ENTIRE AGREEMENT AND AMENDMENT. This Agreement and any exhibits, addenda or amendments to it executed in writing by the Parties constitute(s) the entire agreement between the Company and Client 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 the Parties.

IN WITNESS WHEREOF, the ~~parties~~ Parties hereto have executed or caused to be executed this Agreement on the day and year first written on previous page.

The Company: Confidential On-site Paper Shredding

By: _____
 Mike Kirlin:
 General Manager

 Date

The Client: Champaign Park District

By: _____
 Representative Joe DeLuce:
 Executive Director

 Date

SCHEDULE A

LOCATION & EQUIPMENT SCHEDULE

A. Primary Location:

1) Pricing for any locations

COPS Shredding		65 gallon bins			
Name	Address	# Toters	Service	1st Bin	Additional Bins
Leonhard Recreation Center	2307 Sangamon Drive	2 Toters	2 weeks	\$25.00	\$15.00
Bresnan Meeting Center / Shop	706 Kenwood Road	3 toters	On Call	\$25.00	\$15.00
Dodds Tennis Center	2802 Farber Drive	1 Toter	On Call	\$25.00	
Douglass Community Center	512 E. Grove St.	1 Toter	2 weeks	\$25.00	
Hays Recreation Center	1311 W. Church St	1 Toter	On Call	\$25.00	
Springer Cultural center	301 N. Randolph St	1 Toter	2 weeks	\$25.00	
Virginia Theatre	203 W. Park Avenue	1 toter	On Call	\$25.00	
CUSRC	2212 W. Sangamon Dr.	1 toter	On Call	\$25.00	

B. Certified Media Shredding Pricing:

Plastic Media (microfilm, microfiche, VHS Tapes, data tapes, x-rays, CD's, DVD's) Price per Pound: **\$1.00 / lb plus disposal**

C. Hard Drive Destruction Pricing: \$10.00 a hard drive

Fuel Surcharge Matrix

Price / Gallon	% Surcharge
<\$1.50	0%
\$1.51-\$1.75	2.1%
\$1.76-\$2.00	2.7%
\$2.01-\$2.25	3.4%
\$2.26-\$2.50	4.0%
\$2.51-\$2.75	4.7%
\$2.76-\$3.00	5.3%
\$3.01-\$3.25	6.0%
\$3.26-\$3.50	6.6%
\$3.51-\$3.75	7.3%
\$3.76-\$4.00	7.9%
\$4.01-\$4.25	8.6%
\$4.26-\$4.50	9.2%
\$4.51-\$4.75	9.9%
\$4.76-\$5.00	10.5%
\$5.01-\$5.25	11.2%
\$5.26-\$5.50	11.8%
\$5.51-\$5.75	12.5%
\$5.76-\$6.00	13.1%



CONFIDENTIAL DOCUMENT DESTRUCTION AGREEMENT

Terms and Conditions

The following Terms and Conditions are a part of the agreement between Champaign Park District (The "Client") and Confidential On-site Paper Shredding (The "Company"), entered into on this ____ day of _____, 2021. The Company and the Client can be each referred to herein as a "Party" and collectively referred to herein as the "Parties."

1. TERM. The term of this Agreement (the "Term") shall commence on the date shown above and shall continue for a period of three years (the "Initial Term"). Following the Initial Term, this Agreement may be extended for an additional 3 year term upon mutual agreement by both Parties.

2. CONTAINERS. Company shall provide Client with standard bins or console units (the "Containers") as stated in Schedule A of this Agreement. Client shall use the Containers for the sole purpose of consolidating and storing the Designated Materials between service calls and shall keep the Containers at the locations described on the face of this Agreement (the "Premises"). The Containers shall at all times remain the property of the Company. Client shall be responsible for any damage to or loss or theft of the Containers while in Client's possession, normal wear and tear exempted. The Company may label or mark the Containers to indicate its ownership and Client shall not remove or cover such marks or labels. Upon the expiration or earlier termination of this Agreement, Client shall allow the Company reasonable access to the Premises during Client's normal business hours to retrieve the Containers.

3. DESIGNATED MATERIALS. Client shall select and designate the materials to be destroyed by the Company (the "Designated Materials"), subject to Sections 11 and 12. Materials shall be deemed to be Designated Materials if they are: (a) placed in a Container; (b) placed outside a Container but marked for destruction; or (c) physically delivered to the Company's representative by an employee of Client with verbal instructions to destroy the materials. Client hereby authorizes the Company to remove and destroy the Designated Materials. Client represents and warrants that it has the full power and authority to destroy the Designated Materials and that such destruction shall be in compliance with all applicable laws, rules, regulations and shall not violate or breach any agreement, order, judgment, decree or award by which the Client or the Designated Materials may be bound. Client shall be solely responsible to see that all Designated Materials are intended for destruction.

4. REMOVAL AND DESTRUCTION. At the service intervals provided in this Agreement and at such other times as requested by Client and agreed by the Company, a representative of the Company shall visit the Premises for the purposes of collecting the Designated Materials for shredding. Promptly after assuming control and custody of the Designated Materials, the Company's representative shall destroy the Designated Materials immediately adjacent to the building in which the Premises are located using the Company's vehicles and shredding equipment, so as to convert all Designated Material into unintelligible and inutile waste material (the "Waste Material"). The Company shall transport and dispose of Waste Material in a lawful manner, which may include, but is not limited to, disposal with a local recycling center. The Company shall provide Client with a Certificate of Destruction following the destruction process, which shall indicate that the Company has converted the Designated Material into Waste Material.

5. FEES.

(a) The fees for the Company's services to Client are stated in Schedule A of this Agreement. The stated fees do not include sales, use, excise or any other tax unless otherwise indicated. The Company shall not increase the stated fees during the Initial Term, but may thereafter increase the fees on 30 days advance notice to Client. Fees and other terms of custom services requested by Client that are not stated on the face of this Agreement priced shall be quoted by Company on a case by case basis.

(b) All services performed are subject to a fuel surcharge based on the National U.S. Average on Highway Diesel Fuel Prices reported by the U.S. Department of Energy for the month that is one month before the adjustment (reference website at: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>) using the Company's sliding scale table, of the current version of which is incorporated herein as part of Schedule A.

6. PAYMENT. The Company shall invoice Client for services rendered during the preceding calendar month. Payment shall be due within 30 days after the date of each invoice. The Company may suspend performance of its services until all payments due have been paid.

7. CONTROL AND CUSTODY. Control and custody of the Designated Materials shall pass from Client to the Company when a representative of Company physically removes the Designated Materials from the Premises. The Company shall assume control and custody of the Designated Materials only for the purposes provided in this Agreement. While a Party has control and custody, it shall be responsible for keeping the Designated Materials secure and the other Party shall have no liability for any loss or disclosure of the Designated Materials.

Red Flags Rule Compliance: Identity Theft Prevention and Detection

In the event that Service Provider (Company) (or "Business Associate" if preferred) is retained to perform information destruction services in connection with "covered accounts" as defined by the regulations listed at 16 CFR § 681.1 et seq. (the "Red Flags Rule"), and these services are identified by Covered Entity (Client), Service Provider shall have policies and procedures to detect relevant Red Flags that may arise in the performance of the service provider's activities (if any), and shall either report the Red Flags to the Covered Entity or to take appropriate steps to prevent or mitigate identity theft in connection with these Red Flags. Service Provider agrees to reasonably cooperate with any subsequent investigation by or on behalf of the Covered Entity related to such notification by the Service Provider.

8. TITLE. Title to the Designated Material shall pass from Client to the Company upon its conversion to Waste Material.

9. CONFIDENTIALITY. Upon assuming control and custody of the Designated Materials, the Company shall comply with National Association for Information Destruction, Inc. (NAID) standards and practices for the confidentiality of those materials.

10. PROHIBITED MATERIALS. The Client may include in Designated Materials unclean paper, colored paper, rubber bands, staples, paper clips and other bindings. However, the Client may not include in Designated Materials hardened metal products, or any toxic or hazardous wastes or substances, medical wastes, bio-hazards or any other substance, exposure to which is prohibited, limited or regulated by a governmental or quasi-governmental authority or which, even if not so regulated, could or does pose a hazard to health and safety. Client shall defend, indemnify and hold the Company harmless from and against any expense or liability (including reasonable attorney's fees) threatened against or incurred by the Company, including but not limited to damages for personal injury or property damage or liabilities arising under environmental laws, resulting from Client's inclusion in the Designated Materials of any such prohibited material. The Company may reject any Designated Materials that it suspects may contain any prohibited material

or that it determines would not be appropriate for its equipment. The Company may require Designated Materials be marked and/or bound in a specific manner before removal.

11. NEGOTIABLE INSTRUMENTS. Client shall give the Company advance written notice if Designated Materials will include in any single service call an aggregate total of more than \$100,000 of negotiable instruments, including but not limited to checks, bearer bonds, travelers checks or coupons.

12. EXCLUSIVITY. Client shall retain the Company on an exclusive basis at all of Client's locations covered by this Agreement and for the Term; provided that, Client shall be able to undertake its own on-site destruction of any materials as it sees fit.

13. INSURANCE. The Company shall maintain during the term of this Agreement: **(a)** at least \$2,000,000 of Comprehensive General Liability Insurance and \$4,000,000 in aggregate; **(b)** subject to its continued availability at a rate reasonable to the Company, at least \$1,000,000 of Professional Liability Insurance, except that coverage for negotiable instruments shall be limited to \$100,000; and **(c)** such worker compensation insurance as may be required by law. The Company shall furnish a current certificate of insurance to the Client at any time during the Term, upon request.

14. INDEMNIFICATION. Each Party (the "Indemnifying Party") agrees to indemnify and hold harmless the other Party and its owners, commissioners, directors, members, officers, managers, employees, representatives, and agents (an "Indemnified Party") as the case may be from and against any and all damages, claims, obligations, liabilities, costs and expenses of any kind or character (including but not limited to reasonable attorney's fees and costs and expenses incurred in investigating, defending or prosecuting any litigation, claim, proceeding or demand) (a "Loss") threatened against or incurred by the Indemnified Party arising out of or in connection with: **(a)** The failure of the Indemnifying Party to perform its obligations under this Agreement; **(b)** The failure of the Indemnifying Party's representations and warranties to be true; or **(c)** The negligent act or omission of the Indemnifying Party or its owners, commissioners, directors, members, officers, managers, employees, representatives, and agents in the performance of this Agreement. Notwithstanding the foregoing, an Indemnifying Party shall not be obligated to indemnify an Indemnified Party for any Loss resulting from the indemnified Party's own negligence or intentional misconduct. A Party seeking indemnification must notify the Indemnifying Party of such claim promptly, but in no event later than 90 days, after learning of the basis for such claim.

15. TERMINATION. (a) By a Party Due to Other Party's Uncured Default. A Party may terminate this Agreement in the event of a default by the other Party by giving the defaulting Party a notice specifying the default and, if the defaulting Party fails to cure the default within the applicable cure period, by giving the defaulting Party a notice of immediate termination. For a default in the payment of money, the cure period, after the date of the notice of default, shall be ten (10) days, and for all other defaults the cure period shall be thirty (30) days.

(b) By Client Upon Discontinuance or Relocation. Client may terminate this Agreement at any time by giving the Company ninety (90) days written notice if Client no longer requires Company's services due to the complete discontinuance of Client's business or the relocation of Client's business to a location outside of Company's service area. The Parties may otherwise terminate this Agreement at any time by a mutual written agreement between them.

16. RIGHT OF FIRST REFUSAL. If Client intends to accept an offer by a third party for the provision to Client within six (6) months after the expiration or termination of this Agreement of services that are similar to those provided by Company under this Agreement, Client shall promptly notify Company of the terms of such offer and shall provide Company a reasonable opportunity to match the offer. If Company matches the offer, Client shall enter into a new agreement with Company on the terms of the offer.

17. RELATIONSHIP OF PARTIES. In the performance of its services under this Agreement, Company is acting as an independent contractor, and not an agent, employee, partner or joint venture partner of Client. Client shall neither have nor exercise any control or direction over the methods by which Company or its employees shall perform its, his or her work and functions. Company acknowledges and agrees that neither Company nor any of its owners, directors, members, officers, employees, representatives, or agents, is an employee of the Client, and they are not entitled to any benefits or protections afforded employees of the Client. In addition, neither Company nor any of its owners, directors, members, officers, employees, representatives, or agents, shall act contrary to the policies of the Client. Company understands and agrees that Company employees shall not be insured under provisions of the unemployment compensation insurance of the Client or the workers' compensation insurance of the Client, and that any injury or property damage in connection with any activity related to this Agreement shall be Company's sole responsibility and not that of the Client.

18. RIGHT TO RELY ON INSTRUCTIONS. Company may act in reliance on instructions received from Client's employees and may assume that Client's employees giving instructions have the authority to do so.

19. COMPLIANCE WITH LAWS. Client shall be responsible for determining the requirements of laws, regulations and contractual provisions applicable to Client with respect to the confidentiality, retention or destruction of its materials and whether the destruction of Designated Materials by Company under this Agreement satisfies such laws, regulations and contractual provisions. Company shall comply with laws and regulations applicable to the conduct of its business.

20. SURVIVAL. The termination of this Agreement shall not relieve a Party from its obligations arising before such termination.

21. FORCE MAJEURE. The Parties shall not be liable to each other or any third party for any delay or failure in performing the obligations under this Agreement, or for any loss or damage resulting therefrom, due to causes beyond their control, including without limitation, acts of God, the public enemy, major equipment failures, pandemic, epidemic, wars, explosions, accidents, riots, labor disputes, strikes, lockouts, civil commotion or insurrection, fires, quarantine, shelter-in-place order, pestilence, natural catastrophes or disasters (including without limitation, unusually severe weather), economic fluctuations, non-availability of electric power or other necessary energy sources, or legal or government laws, regulations, orders, requirements, or demands. In the event of a delay or failure caused by such circumstances, the date of delivery or performance shall be excused and extended not to exceed the duration of the failure or delay; provided that, the Party affected by such delay is using commercially reasonable efforts to mitigate or eliminate the cause of such delay or its effects. Each Party shall promptly notify the other in writing of any delay or failure in and the effect upon its performance as to time for anticipated resumption of performance of the obligations under this Agreement.

22. SUBCONTRACTORS. The Company may use subcontractors to perform some or all of the services under this Agreement; provided that, (a) the subcontractor shall comply with the terms and conditions of this Agreement, including but not limited to, the Company's obligations with respect to confidentiality; and (b) the Company remains responsible to Client for all services performed for Client. The Company shall document all uses of subcontractors and related custody transfers.

23. ASSIGNMENTS. The Company may assign this Agreement to a successor entity in a merger or consolidation or to a purchaser of substantially all of the Company's assets. Neither Party may otherwise assign this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld.

24. GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement shall be governed by the laws of the State of Illinois. Any lawsuit pertaining to this Agreement shall only be filed in the Circuit

Court of Champaign County, Illinois.

25. COUNTERPARTS. This Agreement may be executed in any number of counterparts as may be convenient or required for the benefit of the Parties. 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 any 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.

26. NO THIRD PARTY BENEFICIARY. Except as expressly stated herein, this Agreement shall not create any rights or benefits for or on behalf of parties other than the Company and Client. Third parties shall not have any right, whether beneficial or otherwise, to rely on any actions, omissions or, other conduct of the Company or Client whatsoever regarding the terms of this Agreement.

27. REPRESENTATIONS. Each Party hereto represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action of its respective appropriate representative and this Agreement has been duly executed by such Party in accordance therewith.

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

If to Company:

Facsimile: _____

and

If to Client:

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

29. SEVERABILITY. In the event any one or more of the provisions contained in this Agreement are finally determined 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.

30. 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.

31. ENTIRE AGREEMENT AND AMENDMENT. This Agreement and any exhibits, addenda or amendments to it executed in writing by the Parties constitute(s) the entire agreement between the Company and Client 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 the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed or caused to be executed this Agreement on the day and year first written on previous page.

The Company: Confidential On-site Paper Shredding

By: _____ Date _____
Mike Kirlin:
General Manager

The Client: Champaign Park District

By: _____ Date _____
Joe DeLuce:
Executive Director

SCHEDULE A

LOCATION & EQUIPMENT SCHEDULE

A. Primary Location:

1) Pricing for any locations

COPS Shredding		65 gallon bins			
Name	Address	# Toters	Service	1st Bin	Additional Bins
Leonhard Recreation Center	2307 Sangamon Drive	2 Toters	2 weeks	\$25.00	\$15.00
Bresnan Meeting Center / Shop	706 Kenwood Road	3 toters	On Call	\$25.00	\$15.00
Dodds Tennis Center	2802 Farber Drive	1 Toter	On Call	\$25.00	
Douglass Community Center	512 E. Grove St.	1 Toter	2 weeks	\$25.00	
Hays Recreation Center	1311 W. Church St	1 Toter	On Call	\$25.00	
Springer Cultural center	301 N. Randolph St	1 Toter	2 weeks	\$25.00	
Virginia Theatre	203 W. Park Avenue	1 toter	On Call	\$25.00	
CUSRC	2212 W. Sangamon Dr.	1 toter	On Call	\$25.00	

B. Certified Media Shredding Pricing:

Plastic Media (microfilm, microfiche, VHS Tapes, data tapes, x-rays, CD's, DVD's) Price per Pound: **\$1.00 / lb plus disposal**

C. Hard Drive Destruction Pricing: \$10.00 a hard drive

Fuel Surcharge Matrix

Price / Gallon	% Surcharge
<\$1.50	0%
\$1.51-\$1.75	2.1%
\$1.76-\$2.00	2.7%
\$2.01-\$2.25	3.4%
\$2.26-\$2.50	4.0%
\$2.51-\$2.75	4.7%
\$2.76-\$3.00	5.3%
\$3.01-\$3.25	6.0%
\$3.26-\$3.50	6.6%
\$3.51-\$3.75	7.3%
\$3.76-\$4.00	7.9%
\$4.01-\$4.25	8.6%
\$4.26-\$4.50	9.2%
\$4.51-\$4.75	9.9%
\$4.76-\$5.00	10.5%
\$5.01-\$5.25	11.2%
\$5.26-\$5.50	11.8%
\$5.51-\$5.75	12.5%
\$5.76-\$6.00	13.1%



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: August 11, 2021

SUBJECT: 2021 NEA American Rescue Plan Grant Application

Background

The American Rescue Plan Act of 2021 (ARP) is designed to support the nation's recovery from the COVID-19 pandemic, with funds allocated to the National Endowment for the Arts (NEA) to be competitively awarded to eligible organizations nationwide. These funds are being provided to help support jobs in the arts, assist arts organizations nationwide, and reinforce the field in its recovery from the pandemic.

Unlike other National Endowment for the Arts funding programs that offer project-based support, Rescue Plan funds are intended to support specific operating costs only. Direct-to-artist payments (such as Guarantee Fees for a concert performance) are considered to be among the kinds of expenses that can be supported by the grant, along with marketing and other organizational expenses. No local matching funds are required.

Eligible organizations include those that serve underserved populations such as those whose opportunities to experience the arts are limited by ethnicity, economics, geography, or disability; organizations with small and medium-sized budgets; organizations from rural to urban communities; and organizations that may be applying for federal support through the Arts Endowment for the first time.

Eligibility requirements:

- 501(C)3 organizations
- Units of State or Local Government
- 3-year history of arts programming before August of 2021

In evaluating grant applications, the NEA's panelists will consider the significance of the organizational mission and whether the grant will have an impact on the organization's ability to impact the arts workforce.

Grants are available in increments of \$50,000.00, \$100,000.00, or \$150,000.00. The grant period is up to two years.

The NEA grant would have a deep impact on the Park District's efforts to provide direct payments to the arts workforce through the theatre's self-presented series, supporting the theatre's current program and even allowing an increase to the number of shows offered on the Virginia stage in the coming year.

The NEA American Rescue Plan Grant is a one-time-only grant, intended to support day to day business operating costs and are not for programs per se. The application deadlines are 8/12/21 for Part I (to Grants.gov) and 8/19/21 for Part II (to the NEA).

The NEA American Rescue Plan Grant program requires the submission of both an application to the federal government and one directly to the NEA. No application fee is required in either case.

Prior Board Action

None.

Budget Impact

The approved FY22 budget for House-presented events at the Virginia Theatre is \$338,928.00. The total sum that can be requested from the NEA American Rescue Plan Grant to offset those costs is \$150,000.00.

Recommendation

Staff recommends the Park Board authorize staff to apply for the American Rescue Plan Grant in the amount of \$150,000.00 from the National Endowment for the Arts in support of House-presented events at the Virginia Theatre.

Prepared by:

Steven Bentz
Director, Virginia Theatre

Reviewed by:

Joe DeLuce, CPRP
Executive Director