



AGENDA
PUBLIC HEARING FOLLOWED BY 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, October 13, 2021, and sent to joe.deluce@champaignparks.org.

Wednesday, October 13, 2021
7:00 p.m.

PUBLIC HEARING

A. GENERAL OBLIGATION BONDS

The Public Hearing is to discuss and receive public comments on the intent to issue \$1,212,500 in General Obligation Bonds. A Notice of Public Hearing was published in *The News-Gazette* on October 1, 2021.

B. PUBLIC COMMENTS

C. CLOSE THE PUBLIC HEARING

REGULAR BOARD MEETING

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC

C. COMMUNICATIONS

D. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of September 2021.
(Roll Call Vote)

E. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

F. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

G. REPORT OF OFFICERS

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

H. CONSENT AGENDA

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

1. Approval of Minutes of Regular Board Meeting, September 8, 2021
2. Approval of Minutes of the Special Board Meeting, September 22, 2021
3. Approval of Board Policy Manual Updates
 - a. Distribution of Employment Policies and Procedures Manual Policy
 - b. District Wide Strategic Plan Policy
 - c. District Wide Comprehensive Plan Policy
 - d. Employment of Certified/Professionally Trained Staff Policy
 - e. Environmental Policy

I. NEW BUSINESS

1. Approval of Disbursements
Staff requests approval of the list of disbursements for the period beginning September 8, 2021 and ending October 13, 2021. *(Roll Call Vote)*
2. Approval to Solicit Bids for Issuance of General Obligation Bonds
Staff recommends approval authorizing the Treasurer and Director of Finance to solicit bids for the issuance of \$1,212,500 in General Obligation Bonds for the purpose of paying debt service on certain outstanding obligations and for financing, as applicable, the maintenance, improvements and protection of lands, buildings and parks, including land acquisition, and related design, facilities, improvements and costs, as provided in a resolution adopted by the Board at its Regular Meeting held September 8, 2021. *(Roll Call Vote)*
3. Approval of Dumpster Service Bid
Staff recommends accepting the lowest responsible base bid from Republic Services, in the bid amount of \$945.00 per month, and additional service rates for dumpsters in the bid amounts as follows: a 2-yard rolling dumpster at \$10.00 per lift, 20-yard roll off dumpster at \$295.00 per haul plus \$85.00 per ton that is over 3 tons, and ½ yard tote at \$6.00 per lift and also rejecting the alternate bid amount of \$180.00 for recyclable materials and authorizing the Executive Director to enter into a contract for this service. *(Roll Call Vote)*

Regular Board Meeting

October 13, 2021

Page 3

4. Approval of Professional Services Agreement with MSA for Spalding Tennis Courts
Staff recommends the Park Board approve the contract reviewed by the Park District's legal counsel in the amount of \$71,390 and direct the Executive Director to execute the contract.
(Roll Call Vote)
5. Approval of Professional Services Agreement with Architectural Expressions for the Design of a Pickleball Complex
Staff recommends the Park Board approve the proposed agreement with AEX and direct the Executive Director to execute the contract to design a pickleball complex within Centennial Park and develop the bid documents. **(Roll Call Vote)**
6. Approval of Adding a Full-Time Position in the Finance Department
Staff recommends the Board authorize the Executive Director to add a full-time position for a Financial Controller and thereby increase the number of full-time staff from 80 to 81. **(Roll Call Vote)**
7. Approval of Material Handling Site Lease Agreement with the City of Champaign
Staff recommends the Board approve the Material Handling Lease Renewal between the City and the Park District for the purpose of a Park District material handling site. The term of the lease shall be for five (5) years, commencing November 20, 2021 and shall automatically renew for three (3) additional five (5) year terms. **(Roll Call Vote)**

J. OLD BUSINESS

1. Approval of Recreational Trail Easement for Parker Glen Trail
The District staff recommends the Park Board vote to approve the recreational trail easement for the 800-foot Parker Glen Trail that connects to the North Champaign Trail. **(Roll Call Vote)**

K. COMMENTS FROM COMMISSIONERS

L. ADJOURN

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

September 8, 2021

The Champaign Park District Board of Commissioners held the Regular Board Meeting on Wednesday, September 8, 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 thirteen 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=bIVFTkVyKzVOcHk4bkhOS3hFK3N3dz09> or by calling 312-626-6799. Citizens were also offered the opportunity to submit comments or questions by email prior to the meeting. Those comments were to be announced by President 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, September 8, 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, Timothy P. McMahon, Treasurer Brenda Timmons, Attorney Guy C. Hall, 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, Tammy Hoggatt, Director of HR, Risk and IT

Jean Flood of the League of Women Voters, Stephanie Ceman, and Stu Meacham were also present electronically.

Call to Order

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

Comments from the Public

Jean Flood complimented the parks. Ms. Flood also asked for more information about the purpose of sport tournaments at Park District fields and courts. Mr. DeLuce responded that the Park District prioritizes the needs of its residents.

Stu Meacham commented that he had informally surveyed local pickleball players about the pickleball complex site locations and they preferred the Seaman Field site plan. He cited several reasons why they preferred the Seaman Field location for the development of a pickleball complex. Discussion ensued.

Stephanie Ceman encouraged the Board to consider installing an outdoor ice rink. Ms. Ceman noted that her research indicated an unmet need for this recreation amenity in Champaign. She requested clarification from the Board on the necessary steps to accomplish this goal. Discussion ensued. Mr. DeLuce stated that staff would work with Ms. Ceman to develop a proposal.

Mr. Meacham and Ms. Ceman departed the meeting at 7:15 pm.

Communications

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

Treasurer's Report

Treasurer Timmons presented the report. She stated the Park District's finances had been reviewed and were found to be in appropriate order.

Discussion and clarification ensued about the allocation process for the PayCom payroll system and customer service from PayCom's technical support team.

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

Executive Director's Report

General Announcements

Mr. DeLuce reported that the final beam would be placed in the Martens Center on September 22, 2021. He invited the Board to attend a ceremony on the same day to sign the beam before it is installed in the building.

Mr. DeLuce also reminded the Board about an upcoming strategic planning session at 5:30 pm on October 13, 2021.

Committee and Liaison Reports

Champaign Parks Foundation

President Miller reported that the Foundation would be meeting the following Monday for its regular meeting and Board training.

Report of Officers

Attorney's Report

Attorney Hall reported that he had been working on a number of typical matters for the Park District.

President's Report

President Miller drew attention to recent correspondence with the Illinois Department of Natural Resources.

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 Minutes of the Regular Board Meeting, August 11, 2021
2. Approval of Minutes of the Executive Session, August 11, 2021
3. Approval of Minutes of the Special Board Meeting, August 25, 2021
4. Approval of Minutes of the Executive Session, August 25, 2021
5. Approval of Resolution Ratifying Change Orders 3, 5, and 7-11 for the Martens Center Construction

Commissioner Solon requested clarification about the details of Change Order 11 for the Martens Center Construction. Mr. Weiss responded that the engineers had recommended replacing angle steel with tube steel for a joist application.

Commissioner Kuhl asked for more information on Martens Center building permit revisions and expenses. Mr. DeLuce and Mr. Weiss responded that revisions related to City code interpretation and permit expenses for the Urbana Champaign Sanitary District and Illinois American Water. Discussion ensued.

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

New Business

1. Approval of Disbursements

Staff recommended approval of the list of disbursements for the period beginning August 11, 2021 and ending September 8, 2021.

Commissioner Solon requested a comprehensive financial report for the Park Ambassador program.

Vice President Hays made a motion to approve the list of disbursements for the period beginning August 11, 2021 and ending September 8, 2021. The motion was seconded by Commissioner Kuhl. Upon roll call, the vote was as follows: President Miller– yes; Commissioner Kuhl – yes; Vice President Hays – yes; Commissioner Solon – yes; and Commissioner McMahon – yes. The motion passed 5-0.

2. Approval of a Resolution Initiating the 2021 General Obligation Bond Issue

Ms. Wallace presented the report. She stated that staff recommended the approval of a resolution stating the Park District's need and intent to issue \$1,212,500 of General Obligation Bonds for FYE2022.

Commissioner Solon made a motion to approve a resolution stating the Park District's need and intent to issue \$1,212,500 of General Obligation Bonds for FYE2022. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner Kuhl – yes; President Hays – yes; Commissioner McMahon; and President Miller – yes. The motion passed 5-0.

3. Approval of a Resolution Setting a Public Hearing on Proposed Bond Issue

Vice President Hays made a motion to approve a resolution to set a Public Hearing for Wednesday, October 13, 2021 at 7:00 p.m. at the Bresnan Meeting Center (which can be heard and participated in live by the public utilizing Zoom call in information that will be posted on the Champaign Park District's website) to address and discuss the intent to issue and sell \$1,212,500 of General Obligation Bonds for the purpose of providing funds for capital improvements and pay debt service on alternate bonds. Commissioner Kuhl seconded the motion. Upon roll call, the vote was as follows: Commissioner McMahon – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; Vice President Hays – yes; and President Miller – yes. The motion passed 5-0.

4. Approval of Recreational Trail Easement for Parker Glen Trail

Staff recommended the Park Board vote to approve the recreational trail easement for the 800-foot Parker Glen Trail that connects to the North Champaign Trail.

President Miller discussed tabling the motion until the Board had been given time to review the 2011 Trail Plan and determine if its goals and objectives were still in the best interests of the residents of the Champaign Park District.

Commissioner Kuhl requested more information on the expected maintenance expenses for this proposed trail extension. Mr. Olson responded that he would calculate that number and provide a report in the near future.

Vice President Hays made a motion to table the approval of the recreational trail easement for Parker Glen Trail. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner Solon – yes; Vice President Hays – yes; President Miller – yes; and Commissioner McMahon – yes. The motion passed 5-0.

5. Approval of the Induction of Olympic and Paralympic Athletes into the Olympic Tribute

Mr. DeLuce reported that staff, Jean Driscoll, and Maureen Gilbert had participated in an ad-hoc committee to review potential inductees. Staff recommended the Board approve the induction of Olympic Athletes: Justin Spring and Michelle Bartsch-Hackley into the Olympic Tribute at Dodds Park,

and Paralympic Athletes: Adam Bleakney, Aaron Pike, and Stephanie Wheeler. Staff also recommend adding "2020" to the squares within the Paralympic Tribute of five (5) Paralympics Athletes: Tatyana Mc Fadden, Amanda McGrory, Brian Siemann, Nichole Millage, and Joshua George, who are already inducted into the Paralympic Tribute are competing in the Tokyo Games.

Vice President Hays made a motion to approve the induction of the Olympic and Paralympic Athletes into the Olympic Tribute. The motion was seconded by Commissioner Kuhl. Upon roll call, the vote was as follows: Vice President Hays – yes; President Miller – yes; Commissioner McMahon – yes; Commissioner Kuhl – yes; and Commissioner Solon – yes. The motion passed 5-0.

6. Approval of Acceptance of Interim GASB 75 Actuarial Valuation Report for FYE2021 Ending April 30, 2021

Ms. Wallace presented the report. She provided an overview of the GASB 75 Actuarial Valuation Report's assumptions and liability calculations. Ms. Wallace noted that she would request a modification to the assumptions related to national trends. Discussion and clarifications ensued about retiree plan payment amounts, IMRF retirement age requirements, and benefits eligibility.

Commissioner McMahon stepped out of the meeting at 7:40 pm.

Commissioner Solon made a motion to approve acceptance of the FYE2021 GASB 75 Actuarial Valuation report as presented. Vice President Hays seconded the motion. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; President Hays – yes; Commissioner Solon – yes; and President Miller – yes. The motion passed 4-0.

Commissioner McMahon returned to the meeting at 7:46 pm.

7. Approval of Adoption of Ordinance No. 653: Declaring Personal Property as Surplus

Mr. Olson reported that staff recommends that the Board adopt Ordinance No.653, an ordinance providing for the disposal of personal property owned by the Champaign Park District of Champaign County.

Commissioner McMahon made a motion to adopt Ordinance No.653, an ordinance providing for the disposal of personal property owned by the Champaign Park District. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner Solon - yes; Commissioner McMahon – yes; President Miller – yes; and President Hays – yes. The motion passed 5-0.

8. Approval of Adoption of Ordinance No. 654: Annexing Territory

Mr. Weiss presented the report. He reported that the City Council had voted to approve annexing territory pursuant to petition at 1216 W. Windsor Road, Champaign. The Park District's boundaries are coterminous with the City's boundaries; therefore, staff recommends approval of Ordinance No. 654 annexing territory pursuant to petition (1216 W. Windsor Road, Champaign).

Commissioner Solon made a motion to approve Ordinance No. 654, Annexing Territory Pursuant to Petition (1216 W. Windsor Rd, Champaign). The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: President Miller – yes; Commissioner McMahon – yes; Vice President Hays – yes; Commissioner Kuhl – yes; and Commissioner Solon. The motion passed 5-0.

Discussion

1. Pickleball Complex

Mr. DeLuce proposed several pickleball complex options. He asked the Board to consider each option and provide direction to staff for a final location and budget:

- A. Seaman Field (Centennial Park) includes 12 pickleball courts, lights, site work including detention, lights, fencing, restroom and concessions, and a 30-space parking lot for an estimated cost of \$999,358.05.

- B. Parkland College (Tennis Courts) includes 12 pickleball courts, extended asphalt service for additional space for each court) new fencing, lights, and the removal of two tennis courts for an estimated cost of \$785,129.79
- C. Reduce the number of courts to 6 or 9 for whichever location is selected.
- D. Construct 6 courts at Seaman Field in Centennial Park and 6 courts at Parkland College and see how each location works and then determine if additional courts are needed in the future.
- E. Complete the planned and approved additional courts at Hessel Park and then determine if additional courts are needed in the future.

Discussion and clarifications ensued about the number of pickleball courts that will be installed at Hessel Park.

Commissioner Solon favored locating the pickleball complex at the Parkland College tennis courts.

Commissioner McMahon preferred the Seaman Field site due to its current lack of use, location, and visibility.

Vice President Hays stated the Seaman Field site is a long-term, viable option for pickleball, although he expressed concerns about site drainage and future expansion needs of the operations area. Vice President Hays stated that the Parkland College location would be less expensive and more suitable for pilot-testing the viability of a pickleball complex in Champaign.

Vice President Hays and Commissioner Solon noted the importance of prioritizing the complex's use for Champaign Park District residents and recommended a controlled access system for its users.

Commissioner Kuhl favored the Seaman Field site for the future development of a pickleball complex and discussed revisions to the site plan related to tree removal and number of parking spaces.

Vice President Hays requested more information on current programming at Seaman Field.

Commissioner Kuhl expressed concerns residents shared about the tennis court surface at Morrissey Park.

President Miller noted the lack of open space within Champaign. He prefers the central location of the Seaman Field site for the pickleball complex.

Mr. DeLuce stated that the Board had approved \$320,000 in its Capital Plan for a pickleball complex.

Commissioner Kuhl recommended the pickleball complex to be constructed in three phases. Discussion ensued about the number of courts, desired amenities, controlled access, number of local participants, and requesting donations from local pickleball players.

The Commissioners directed staff to proceed with Seaman Field as the pickleball site location with a \$750,000 budget for the first phase of a three-phase development plan.

Comments from Commissioners

Vice President Hays noted maintenance requests from residents that he will address with staff.

Commissioner Kuhl requested an update on the Greenbelt Bikeway project and the timeline for the extension that was received from the Illinois Department of Natural Resources for the Illinois Bicycle Path Grant award. Mr. DeLuce responded that a grant extension had been received and would end in October, 2022. He noted that the project is currently in design phase.

Commissioner Kuhl requested a report on grant funded projects and corresponding deadlines.

Adjourn

There being no further business to come before the Board, Commissioner McMahon made a motion to adjourn the meeting. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: President Miller – yes; Commissioner Kuhl – yes; Vice President Hays – yes; Commissioner McMahon – yes; and Commissioner Solon – yes. The motion passed 5-0 and the meeting was adjourned at 8:11 p.m.

Approved

Kevin J. Miller, President

Jarrod Scheunemann, Secretary

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE SPECIAL BOARD MEETING
BOARD OF PARK COMMISSIONERS
September 22, 2021**

The Champaign Park District Board of Commissioners held a Special Board Meeting on Wednesday, September 22, 2021 at 5:30 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 Special Board Meeting occurred pursuant to published notice duly given. President Miller presided over the meeting. The nine individuals identified below were physically present at the meeting with appropriate social distancing. Citizens were given the opportunity to participate in the teleconference at the web address:

<https://us02web.zoom.us/j/89438812005?pwd=bIVFTkVyKzVOcHk4bkhOS3hFK3N3dz09> or by calling 312-626-6799. Citizens were also offered the opportunity to submit comments or questions by email prior to the meeting. Those comments were to be announced by President 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, September 22, 2021 to the Executive Director of the Park District at: joe.deluce@champaignparks.org. There were no email comments or questions submitted by citizens for consideration by the Board.

Present in person: President Kevin J. Miller, Vice President Craig W. Hays, Commissioners Barbara J. Kuhl and Jane L. Solon, Joseph C. DeLuce, Executive Director, and Jarrod Scheunemann, Secretary and Assistant to the Executive Director.

Present electronically: Commissioner Timothy P. McMahon, Attorney Guy C. Hall and Treasurer Brenda Timmons.

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

Staff present electronically: Jameel Jones, Director of Recreation, Jimmy Gleason, Director of Revenue Facilities, and Steven Bentz, Director of the Virginia Theatre.

Visitors present in person: Jeff Marino, Senior Planner for the City of Champaign.

Call to Order

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

Comments from the Public

None.

New Business

1. Approval of a Resolution Appointing Sam Banks to the Board of Directors of the Champaign Parks Foundation for the Remainder of a Two-Year Term That Expires in May, 2023.

Staff recommends that Sam Banks be appointed to the Champaign Parks Foundation Board of Directors for the remainder of a two-year term expiring May, 2023.

Commissioner Hays made a motion to approve a resolution appointing Sam Banks to the Board of Directors of the Champaign Parks Foundation for the remainder of a two-year term that expires in May, 2023. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner McMahon – yes; Commissioner Kuhl – yes; President Miller – yes; Commissioner Solon – yes; and Vice President Hays – yes. The motion passed 5-0.

2. Approval of Bid for Janitorial Services at the Virginia Theatre

Mr. DeLuce presented the report. He stated that JMC Serve, Inc., DBA ServiceMaster Janitorial Cleaning, Champaign, was the low, only, and responsible bid to provide janitorial services at the Virginia Theatre for a term of two (2) years with the option to renew for one (1) additional year.

Commissioner Solon requested a comparative analysis of previous and current pricing for janitorial services at the Virginia Theatre. Mr. DeLuce responded that staff will prepare and provide this report.

Commissioner Solon made a motion to approve authorizing the Executive Director to execute an agreement with the low, responsible bidder, JMC Serve, Inc., DBA ServiceMaster Janitorial Cleaning, Champaign, to provide janitorial services at the Virginia Theatre for a term of two (2) years with the option to renew for one (1) additional year. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Vice President Hays – yes; Commissioner Solon – yes; President Miller – yes; and Commissioner McMahon - yes. The motion passed 5-0.

3. Approval of Lease Extension with the Urbana-Champaign Sanitary District

Mr. DeLuce reported that the end date for the current lease for the Dog Park space with the Urbana-Champaign Sanitary District ends in 2028. He stated that staff and legal counsel had negotiated a new, long-term lease that will extend the agreement to 2051.

Jameel Jones, Director of Recreation and Steven Bentz, Director of the Virginia Theatre virtually joined the meeting at 5:35 p.m.

Attorney Hall noted that the terms for insurance had been revised pursuant to PDRMA requirements.

Discussion and clarification ensued about future termination and reimbursement terms for projects, if any, at the park.

Commissioner Solon made a motion to approve the new lease extension with the Urbana-Champaign Sanitary District for the Dog Park. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: President Miller – yes; Commissioner McMahon – yes; Vice President Hays – yes; Commissioner Solon – yes; and Commissioner Kuhl - yes. The motion passed 5-0.

4. Approval of Bid for Fiber Internet Services

Ms. Hoggatt presented the report. She noted that the Park District had entered into an agreement with i3 for fiber internet services in 2018. i3's services include complimentary Wi-Fi at five (5) parks after eighteen (18) months of payment. Near the end of the agreement, staff requested vendors to bid on the Park District's fiber internet service needs. Ms. Hogatt requested bids on adding Kaufman Park and the Martens Center to the Park District's current fiber internet services. Staff were able to reduce the total cost by \$24,000 through negotiations with i3 for the addition of these two (2) locations at \$9.99 per month for 24 months.

Discussion and clarification ensued related to boring locations at Kaufman Park, placement of new, related technology within the park, agreement terms, timeline for installation of services at Kaufman Park, and technology resource mapping.

Vice President Hays made a motion to approve an agreement between the Park District and i3 Broadband to provide fiber services to Park District facilities and authorize the Executive Director to execute the agreement contingent upon final review and consent of legal counsel. The motion was seconded by Commissioner Kuhl. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner McMahon – yes; Commissioner Kuhl – yes; Vice President Hays – yes; and President Miller - yes. The motion passed 5-0.

5. Approval of a Resolution to Ratify Change Order No. 3 for CUSR Center Renovation

Mr. DeLuce reported that staff recommends the Board of Commissioners approve the resolution for the CUSR Center construction contract change order No. 3, and ratify change order No. 3 for the project in the amount of \$30,788.00.

Commissioner Solon made a motion to approve the resolution for the CUSR Center construction contract change order No. 3, and ratify change order No. 3 for the project in the amount of \$30,788.00. 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; President Miller – yes; and Commissioner Solon - yes. The motion passed 5-0.

6. Approval of Intergovernmental Agreement with Unit 4 for Spalding Park

Mr. DeLuce stated that negotiations with Unit 4 for an Intergovernmental Agreement to renovate the Spalding Park tennis courts had been revised and is presented to the Board for consideration.

Attorney Hall presented details on subsequent revisions to the previous iteration. He commented that committee designations and payment terms had been clarified. Attorney Hall added that the Intergovernmental Agreement with Unit 4 for the Spalding Park baseball field is concurrent with the agreement terms for the Spalding Park tennis courts.

Discussion ensued about authority related to permission to proceed orders for design, development, and construction; site plan amenities; clarifications to payment terms; conflict resolution procedures; and number of rentals at the Spalding Park ballfields.

Commissioner Hays and Kuhl requested payment terms clarifications. Attorney Hall agreed to address the requested payment term items.

Commissioner Kuhl made a motion to approve approval of the Intergovernmental Agreement between the District and Unit 4 School District for the construction and ongoing operation of tennis courts at Spalding Park pursuant to revisions to payment terms in section 4.b. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner Kuhl – yes; President Miller – yes; Commissioner McMahon – yes; and Vice President Hays - yes. The motion passed 5-0.

Discussion

1. Trails Plan

Mr. DeLuce reported that the Board had previously considered a request to approve a recreational easement from the City for a trail extension to the North Champaign Trail for the Parker Glen development. Mr. DeLuce invited Jeff Marino from the City to discuss the 2011 Trails Plan.

Mr. Marino reported that the City references the 2011 joint Trails Plan after receiving requests from developers. If a trail is shown in the 2011 Trails Plan in the requested development zone, the City code requires that the developer install the trail as part of the approval process. He noted the importance of the 2011 Trails Plan in expanding the regional trail network at the cost of the developer through this process for the Marathon Oil recreational easement, North Champaign Trail, and sections of the Boneyard Creek Trail.

Commissioner Solon requested a review and evaluation of the Trails Plan due to its lack of update for ten (10) years. Discussion ensued.

Mr. Marino noted that the City maintains sidewalks and trails that are adjacent to the public road right-of-way and the City relies on the Park District to maintain the other trails that do not fall within this jurisdiction.

Discussion ensued about trail maintenance expenses, City staff availability to develop a new Trails plan, Parker Glen Trail extension user safety concerns and current landscaping maintenance conditions

along that corridor, drainage, surfacing, easement due date, and when construction plans would be finalized.

President Miller commented that a review of the 2011 Trails Plan would be appropriate to assess its gaps and relevancy to the Park District's direction and initiatives in 2021. He also requested projections and summary of the Parker Glen development's tax revenue for the Park District and noted the need to serve the taxpaying residents' trails and connectivity needs as outlined in the results of the 2017 Park District community survey.

Discussion ensued related to pedestrian bridge development and additional trail developments within the City.

The Commissioners thanked Mr. Marino for attending and he departed the meeting at 6:52 p.m.

Comments from Commissioners

Commissioner Solon stated she had attended the Martens Center beam signing and commended staff on the quality of the event.

Mr. DeLuce thanked the Broeren Russo staff for sponsoring and coordinating the food and t-shirts for the beam signing event.

Vice President Hays requested clarification on the location of the Park District's holiday lights display in 2021. Mr. DeLuce responded that staff are working on a holiday lights display at Prairie Farm due to the availability of electricity on-site.

Vice President Hays recommended the Park District plan to add electricity to Porter Park and trail mileage markers.

Discussion ensued about Park District related newspaper articles and insect and wildlife management.

President Miller also praised the Martens Center beam signing ceremony and stated he is looking forward to continued progress on construction.

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 Kuhl. 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 and the meeting was adjourned at 7:59 p.m.

Approved

Kevin J. Miller, President

Jarrod Scheunemann, Secretary



Distribution of Employment Policies and Procedures Manual Policy

The Director of Human Resources shall ensure that hired staff receive a copy of the Employment Policies and Procedures Manual within the first two weeks of employment as part of the new employee orientation process. The Director of Human Resources shall also ensure that all employees receive all revisions to the Employment Policies and Procedures Manual, as reviewed by the Executive Director, the Champaign Park District Board of Commissioners (Board) and adopted-approved by the Board-of-Commissioners.

Distribution of the Employment Policies and Procedures Manual and any updates issued to employees shall be tracked for each employee by said employee signing and dating a sheet acknowledging receipt of such Employment Policies and Procedures Manual and any updates issued thereafter.

The Employment Policies and Procedures Manual shall be updated every two years. Input regarding proposed updates shall be solicited from all full-time staff.

Approved by Board of Commissioners	July 13, 2011
Revised by Board of Commissioners	August 10, 2016
<u>Revised by Board of Commissioners</u>	<u>October 13, 2021</u>

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director



Distribution of Employment Policies and Procedures Manual Policy

The Director of Human Resources shall ensure that hired staff receive a copy of the Employment Policies and Procedures Manual within the first two weeks of employment as part of the new employee orientation process. The Director of Human Resources shall also ensure that all employees receive all revisions to the Employment Policies and Procedures Manual, as reviewed by the Executive Director, the Champaign Park District Board of Commissioners (Board) and approved by the Board.

Distribution of the Employment Policies and Procedures Manual and any updates issued to employees shall be tracked for each employee by said employee signing and dating a sheet acknowledging receipt of such Employment Policies and Procedures Manual and any updates issued thereafter.

The Employment Policies and Procedures Manual shall be updated every two years. Input regarding proposed updates shall be solicited from all full-time staff.

Approved by Board of Commissioners	July 13, 2011
Revised by Board of Commissioners	August 10, 2016
Revised by Board of Commissioners	October 13, 2021

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director



District-Wide Comprehensive ~~Plan~~ **Strategic** Plan Policy

The Champaign Park District Board of Commissioners (Board) shall adopt and maintain at all times ~~either a current District-Wide Comprehensive Plan (Plan) or Strategic Plan~~. The Plan shall be developed based on Board, staff, and citizen assessments of the Champaign Park District's (Park District) current and future parks, cultural arts, ~~facilit~~facilities, and recreational needs. The Plan shall include, but not be limited to, ~~a community profile and trends assessment, citizen input, Park District profile, mission statement, goals, objectives, capital projects and financial analysis~~ an inventory of the Park District's existing land use, overview of programming, financial assessment, demographics and trends, community engagement, and agency initiatives. The Plan shall be updated ~~at least every five ten (105)~~ years and shall be published on the Park District's website for public access.

Approved by Board of Commissioners	November 9, 2005
Revised by Board of Commissioners	June 8, 2011
Revised by Board of Commissioners	August 10, 2016
<u>Revised by Board of Commissioners</u>	<u>October 13, 2021</u>

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director

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

Section III.3



District-Wide Comprehensive Plan Policy

The Champaign Park District Board of Commissioners (Board) shall adopt and maintain at all times a district- wide Comprehensive Plan (Plan). The Plan shall be developed based on Board, staff, and citizen assessments of the Champaign Park District's (Park District) current and future parks, cultural arts, facilities, and recreational needs. The Plan shall include, but not be limited to, an inventory of the Park District's existing land use, overview of programming, financial assessment, demographics and trends, community engagement, and agency initiatives. The Plan shall be updated every ten (10) years and shall be published on the Park District's website for public access.

Approved by Board of Commissioners	November 9, 2005
Revised by Board of Commissioners	June 8, 2011
Revised by Board of Commissioners	August 10, 2016
Revised by Board of Commissioners	October 13, 2021

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director

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

Section III.3



District-~~Wide Comprehensive~~Strategic Plan Policy

The Champaign Park District Board of Commissioners (Board) shall adopt and maintain at all times ~~either a current District-district Wide-wide Comprehensive Plan or~~ Strategic Plan (Plan). The Plan shall be developed based on Board, staff and citizen assessments of the Champaign Park District's (Park District) current and future parks, cultural arts, facilities, and recreational needs. The Plan shall include, but not be limited to, a community profile and trends assessment, citizen input, Park District profile, mission statement, goals, objectives, capital projects, and financial analysis. The Plan shall be updated ~~at least every~~ three to five five (5)-years and shall be published on the Park District's website for public access.

Approved by Board of Commissioners	November 9, 2005
Revised by Board of Commissioners	June 8, 2011
Revised by Board of Commissioners	August 10, 2016
<u>Revised by Board of Commissioners</u>	<u>October 13, 2021</u>

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director

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

Section III.3a



District-Wide Strategic Plan Policy

The Champaign Park District Board of Commissioners (Board) shall adopt and maintain at all times a district wide Strategic Plan (Plan). The Plan shall be developed based on Board, staff and citizen assessments of the Champaign Park District's (Park District) current and future parks, cultural arts, facilities, and recreational needs. The Plan shall include, but not be limited to, a community profile and trends assessment, citizen input, Park District profile, mission statement, goals, objectives, capital projects, and financial analysis. The Plan shall be updated every three to five years and shall be published on the Park District's website for public access.

Approved by Board of Commissioners

November 9, 2005

Revised by Board of Commissioners

June 8, 2011

Revised by Board of Commissioners

August 10, 2016

Revised by Board of Commissioners

October 13, 2021

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director

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

Section III.3a



Employment of Certified/Professionally Trained Staff Policy

It shall be the policy of the Champaign Park District Board of Commissioners (Board) ~~of the Park District~~ that employee and staff recruitment be undertaken in accordance with appropriate guidelines that comply with all federal, state and Park District requirements. The Board encourages the hiring of management and supervisory staff, representative of the community as a whole, that are certified or professionally trained for their respective positions as recognized by standard professional associations in that field of work.

Approved by Board of Commissioners	October 13, 1999
Revised by Board of Commissioners	September 14, 2005
Revised by Board of Commissioners	July 13, 2011
Revised by Board of Commissioners	August 10, 2016
<u>Revised by Board of Commissioners</u>	<u>October 13, 2021</u>

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director

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

Section IV.3



Employment of Certified/Professionally Trained Staff Policy

It shall be the policy of the Champaign Park District Board of Commissioners (Board) that employee and staff recruitment be undertaken in accordance with appropriate guidelines that comply with all federal, state and Park District requirements. The Board encourages the hiring of management and supervisory staff, representative of the community as a whole, that are certified or professionally trained for their respective positions as recognized by standard professional associations in that field of work.

Approved by Board of Commissioners	October 13, 1999
Revised by Board of Commissioners	September 14, 2005
Revised by Board of Commissioners	July 13, 2011
Revised by Board of Commissioners	August 10, 2016
Revised by Board of Commissioners	October 13, 2021

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director

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

Section IV.3



Environmental Policy Statement

The Public and the Champaign Park District (Park District) are increasingly concerned about environmental issues facing our entire community. It is ~~our~~ the Champaign Park District Board of Commissioner's (Board) intent to have the Park District be a role model, and assume a partnership and leadership role in developing and implementing programs that demonstrate and teach the value and importance of sound environmental policies and practices.

Personnel at all levels are directed to make sound environmental practices a matter of continuing and mutual concern, equal in importance with all other operational considerations. Every employee is charged with the responsibility of supporting and cooperating with the environmental program outlined in this policy. Adherence to this policy will be considered, where applicable, an important measure in the yearly evaluation of Park District employees.

Policy Goals

Promote Preservation and Restoration of Open Spaces

The Park District shall protect and restore indigenous natural communities such as prairies, woodlands and wetlands within its current boundaries, and promote the reclamation, acquisition, preservation and management of additional open space areas.

Make Reasonable Efforts to Reuse or Recycle All Natural Materials and Manufactured Products Used

The Park District shall make reasonable efforts to re-use or otherwise recycle all natural materials and manufactured products used by the Park District. The Park District shall comply with all applicable state laws and local ordinances governing the recycling of materials. The District will cooperate with units of local government to support recycling efforts within the community.

Purchase and Use Environmentally Safe and Sensitive Products Whenever Feasible

The Park District shall purchase and use environmentally safe and sensitive products which take into consideration the effects of product production, use, storage and disposal that could contribute to pollution of the air, water and soil; and which avoid causing the destruction of natural communities of plants and animals.

Seek and Implement Ways to Conserve Energy Resources

The Park District shall actively seek and implement ways to conserve energy resources and investigate methods of applying alternative energy technologies.

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.

Seek and Implement Ways to Conserve and Protect Air, Water, Soil and Wildlife

The Park District shall actively seek and implement ways to conserve and protect water and soil, enhance air quality, limit the production and release of damaging pollutants, and protect wildlife.

Provide Environmental Education and Interpretation Opportunities for Staff and the Public

The Park District shall provide public education and interpretation opportunities for staff and the public which increase appreciation for and stewardship of the natural world and promote environmentally conscious lifestyles, emphasizing selective consumption and low-impact resource use.

~~Adopted~~ Approved by Board of Commissioners March 9, 1970
Revised by Board of Commissioners July 14, 1999
Revised by Board of Commissioners October 11, 2000
Revised by Board of Commissioners October 9, 2009
Revised by Board of Commissioners December 14, 2016
Revised by Board of Commissioners October 13, 2021

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director

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

Section III.2



Environmental Policy Statement

The Public and the Champaign Park District (Park District) are increasingly concerned about environmental issues facing our entire community. It is the Champaign Park District Board of Commissioner's (Board) intent to have the Park District be a role model, and assume a partnership and leadership role in developing and implementing programs that demonstrate and teach the value and importance of sound environmental policies and practices.

Personnel at all levels are directed to make sound environmental practices a matter of continuing and mutual concern, equal in importance with all other operational considerations. Every employee is charged with the responsibility of supporting and cooperating with the environmental program outlined in this policy. Adherence to this policy will be considered, where applicable, an important measure in the yearly evaluation of Park District employees.

Policy Goals

Promote Preservation and Restoration of Open Spaces

The Park District shall protect and restore indigenous natural communities such as prairies, woodlands and wetlands within its current boundaries, and promote the reclamation, acquisition, preservation and management of additional open space areas.

Make Reasonable Efforts to Reuse or Recycle All Natural Materials and Manufactured Products Used

The Park District shall make reasonable efforts to re-use or otherwise recycle all natural materials and manufactured products used by the Park District. The Park District shall comply with all applicable state laws and local ordinances governing the recycling of materials. The District will cooperate with units of local government to support recycling efforts within the community.

Purchase and Use Environmentally Safe and Sensitive Products Whenever Feasible

The Park District shall purchase and use environmentally safe and sensitive products which take into consideration the effects of product production, use, storage and disposal that could contribute to pollution of the air, water and soil; and which avoid causing the destruction of natural communities of plants and animals.

Seek and Implement Ways to Conserve Energy Resources

The Park District shall actively seek and implement ways to conserve energy resources and investigate methods of applying alternative energy technologies.

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.

Seek and Implement Ways to Conserve and Protect Air, Water, Soil and Wildlife

The Park District shall actively seek and implement ways to conserve and protect water and soil, enhance air quality, limit the production and release of damaging pollutants, and protect wildlife.

Provide Environmental Education and Interpretation Opportunities for Staff and the Public

The Park District shall provide public education and interpretation opportunities for staff and the public which increase appreciation for and stewardship of the natural world and promote environmentally conscious lifestyles, emphasizing selective consumption and low-impact resource use.

Approved by Board of Commissioners	March 9, 1970
Revised by Board of Commissioners	July 14, 1999
Revised by Board of Commissioners	October 11, 2000
Revised by Board of Commissioners	October 9, 2009
Revised by Board of Commissioners	December 14, 2016
Revised by Board of Commissioners	October 13, 2021

Kevin J. Miller, President

Joseph C. DeLuce, Executive Director

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

Section III.2

415 Chic Charms & Accessories
 Located at:
PO BOX 6363
 Champaign, IL 61821
 Aaron Ammons,
 County Clerk
589. 883904 10/01, 8, 15

COPE

TODAY

21
 at you can achieve. It's up to you to take an opportunity. Expand your activity and explore what life has in store for the creator of your future.

Think outside the box. Turn your back on responsibilities that will distract your attention from those in a position to help you.

Observation will lead to the answer and you'll come up with a plan of action. Keep your goals simple and achievable.

Invest time and money in your family or your community. Do not share your resources.

Keep a low profile, show interest for alternative ways to get things done, but how you go about it will turn out.

Don't limit what you can do. It is what's called for. Having a vision that makes you feel confident in your relationships.

Volunteer for something that will give you a sense of purpose. It will encourage you to use your talents and enjoy a little of life.

You can have fun without overdoing it. People who are happy to be with you are keeping up with someone who is happy for your happiness.

Things are speeding up and you need to slow down before you jump into someone's shoes. When in doubt, take a pass and avoid unstable people.

Learn to get together with people and set the rules. Don't let an outsider control a situation, and you'll be in control for granted.

Be cautious not to take on more than you can handle. It will leave you in a compromise and consider what's doable and what you can deliver.

Deep breathing will help you navigate ups and downs. A little patience, a positive attitude will encourage others to help you with your decisions.

Think matters through before you act. Doing everything in order will be less stressful and be successful. Draw inspiration from others.

under the Condominium Property Act, 765 ILCS 605/9(g)(1) and (g)(4). If the property is located in a common interest community, purchasers other than mortgagees will be required to pay any assessment and legal fees due under the Condominium Property Act, 765 ILCS 605/18.5(g-1).

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee's attorney. Upon payment in full of the amount bid, the purchaser shall receive a Certificate of Sale, which will entitle the purchaser to a Deed to the real estate after Confirmation of the sale. The successful purchaser has the sole responsibility/expense of evicting any tenants or other individuals presently in possession of the subject premises.

The property will NOT be open for inspection and Plaintiff makes no representation as to the condition of the property. Prospective bidders are admonished to check the Court file to verify all information. **IF YOU ARE THE MORTGAGOR (HOMEOWNER), YOU HAVE THE RIGHT TO REMAIN IN POSSESSION FOR 30 DAYS AFTER ENTRY OF AN ORDER OF POSSESSION, IN ACCORDANCE WITH SECTION 15-1701(C) OF THE ILLINOIS MORTGAGE FORECLOSURE LAW.**

For information: Examine the court file or contact Plaintiff's attorney: Codrill & Associates, P.C., 15W030 North Frontage Road, Suite 100, Burr Ridge, IL 60527, (630) 794-9876. Please refer to file number 14-20-05720. 13175718 878898 9/17,4,1

ASSUMED-NAME PUBLICATION NOTICE

Public Notice is hereby given that on **September 30, 2021** a certificate was filed in the office of the county clerk of Champaign county, Illinois, setting forth the names and post office addresses of all the persons owning, conducting, and transacting the business known as **T Clarea Academy** Located at: **911 Holiday Dr Champaign, IL 61821**. Aaron Ammons, County Clerk **883897 10/01, 8, 15**

Central Illinois Business Magazine PROMOTE your business here.
 centralillinoisbusiness.com

CIRCUIT CHAMPAIGN COUNTY, ILLINOIS IN PROBATE IN THE MATTER OF THE ESTATE OF No. 2021-P-121 JOHN H. PRUETT, DECEASED.

NOTICE OF PUBLICATION

Notice is given of the death of JOHN H. PRUETT. Letters of Administration were issued on June 15, 2021 to KENT R. ADAMS, whose attorney is: MATTHEW J. SCHWEIGHART, Schweighart Law, P.C., 301 N. Neil St, Ste. 400, Champaign, Illinois 61820. Claims against the estate may be filed in the office of the Clerk of the Circuit Court, Champaign County Courthouse, Urbana, Illinois, or with the Executor, within six months from the date of the first publication of this Notice or within three months after the date of mailing or delivery of Notice to a known creditor, whichever is later, and any claim not filed within that period is barred. Copies of a claim filed with the clerk must be mailed or delivered to the Executor and to the attorney within 10 days after it has been filed.

Kent R. Adams
 4828 Mobile Drive
 Baton Rouge, LA 70817

Prepared By:
 Matthew J. Schweighart
 Schweighart Law, P.C.
 301 N. Neil Street, Ste. 400
 Champaign, IL 61820
 217-531-2980
 matt@schweighartlaw.com
 883432 10/1,8,15

Notice Form

The Board of Park Commissioners of the Champaign Park District, in Champaign County, Illinois (the "District") will hold a public hearing on October 13, 2021 at 7:00 p.m. The hearing will be held by Zoom video or telephone conferencing, if preferred, by utilizing the Zoom meeting information contained on the District's following website: <https://champaignparks.com>. The purpose of the hearing will be to receive public comments on the proposal to sell bonds in the amount of up to \$1,212,500 for the purpose of paying debt service on certain outstanding obligations and for financing, as applicable, the maintenance, improvements and protection of lands, boulevards, buildings and parks, including land acquisition, and related design, facilities, improvements and costs.

By: /s/ Jarrod Scheunemann
 Title: Secretary
 882477 10/1

Mmmmmmmmm.
 Recipes in the Living section every Wednesday.

at any time by mailing or delivering a petition to terminate to the Clerk. Claims against the estate may be filed in the office of the Clerk of the Circuit Court, Champaign County Courthouse, Urbana, Illinois, or with the independent representatives, or both, on or before March 24, 2022 or if mailing or delivery of notice from the representatives is required by Section 18-3 of the Probate Act of 1975, the date stated in that notice. Any claim not filed by that period is barred. Copies of a claim filed with the Clerk must be mailed or delivered to the independent representatives and to the attorney within 10 days after it has been filed. 881196 9/24,10/1,10/8

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT CHAMPAIGN COUNTY, ILLINOIS IN THE MATTER OF THE ESTATE OF CARL THILMONY, No. 2021-P-269 Deceased.

Notice is given of the death of Carl Thilmony. Letters of office as independent representative were issued on September 9, 2021 to Tamara R. Ross, P.O. Box 54, Paxton, Illinois, 60957, whose attorney is Thomas Mamer LLP, 30 Main Street, P.O. Box 560, Champaign, Illinois, 61824-0560.

Notice is given to the unknown heirs of Joseph L. Thilmony, Gladys I. Thilmony and Carl Thilmony that a petition was filed in the above proceeding to administer the estate, that the names and addresses of said unknown heirs are not stated in the petition, and that an Order was entered on September 9, 2021 to administer the estate.

The estate will be administered without court supervision, unless under Section 28-4 of the Probate Act (755 ILCS 5/28-4) any interested person terminates independent administration at any time by mailing or delivering a petition to terminate to the Clerk. Claims against the estate may be filed in the office of the Clerk of the Circuit Court, Champaign County Courthouse, Urbana, Illinois, or with the independent representative, or both, on or before March 24, 2022 or if mailing or delivery of notice from the representatives is required by Section 18-3 of the Probate Act of 1975, the date stated in that notice. Any claim not filed by that period is barred. Copies of a claim filed with the Clerk must be mailed or delivered to the independent representative and to the attorney within 10 days after it has been filed. 881210 9/24,10/1,10/8



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 5, 2021

SUBJECT: Authorization to Solicit Bids for the 2021 General Obligation Bond Issue

Background

Each year, the Board approves authorizing the Treasurer and Director of Finance to solicit bids for the issuance of bonds. This year, the amount of bonds will be \$1,212,500. The general purpose of these bonds is to provide funds to pay for the building, maintaining, improving and protecting of Park District parks and boulevards and the payment of expenditures incident thereto. Specifically, a portion of the funds will be used to pay for the principal and interest of the Alternative Revenue Bond issue.

Prior Board Action

At the September 8, 2021 Board meeting, the Board set the date for the public hearing as October 13, 2021 related to this bond issue.

Budget Impact

None related to solicitation of bids other than the public notice, which is approximately \$80, and has been included in the FYE2022 budget.

Recommended Action

Staff recommends Board approval authorizing the Treasurer and Director of Finance to solicit bids for the issuance of \$1,212,500 in General Obligation Bonds.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 4, 2021

SUBJECT: Dumpster Service Bid

Background

The Park District currently has an agreement with Republic Services for dumpster service at various facilities and special events that expires on October 31, 2021. The term of the agreement was for three (3) years.

The following are the facilities to be serviced, along with the increase or decrease in the monthly amount compared to 2018: Sholem (+\$26.04), Prairie Farm (+\$20.95), Hays (+\$2.66), Springer (+\$12.14), Virginia Theatre (-\$33.05, changed from 4x weekly to 3x weekly), and Martens Center when it opens next year.

An alternate bid for recyclables (cardboard and plastic) was included in the bid documents, however, our current provider for those services, offers a cheaper rate. Midwest Fiber Recycling does not offer regular waste collection services.

Prior Board Action

The Board accepted and awarded Republic Services' bid at the October 10, 2018 meeting, and entered into a three (3) year agreement with them.

Bid Results

An invitation to bid was published in *The News-Gazette*. The bids were opened and read aloud on Tuesday, September 28, 2021. Two (2) bids were received and the results are as follows:

Vendor	Monthly Base Bid (all sites)	Monthly Alternate Bid
Republic Services, Urbana, IL	\$945	\$180
Area Disposal, Peoria, IL	\$1,372	\$190

Budget Impact

Funds are allocated each fiscal year in the appropriate operating budget.

Recommended Action

Staff recommends accepting the lowest responsible base bid from Republic Services, in the bid amount of \$945.00 per month, and additional service rates for dumpsters in the bid amounts as follows: a 2-yard rolling dumpster at \$10.00 per lift, 20-yard roll off dumpster at \$295.00 per haul plus \$85.00 per ton that is over 3 tons, and ½ yard tote at \$6.00 per lift and also rejecting the alternate bid amount of \$180.00 for recyclable materials and authorizing the Executive Director to enter into a contract for this service.

Prepared by:

Bret Johnson
Assistant Director of Operations

Reviewed by:

Dan Olson
Director of Operations

2018 Dumpster Services Bid Tab

Basic Service

Bidder	Sholem	P-Farm	Hays	Springer	VT	Total
Republic Services	\$194.96	\$200.05	\$33.34	\$66.86	\$200.05	\$695.08
Area Disposal	\$443	\$202	\$63	\$114	\$376	\$1,198

Additional Dumpsters

Bidder	2 yard	20 yard roll off	½ yard totes
Republic Services	\$45	\$395 plus \$45 over 4 tons	\$12
Area Disposal	\$49	\$290	\$25

Did not have an alternate bid for recycling

2021 Dumpster Services Bid Tab

Basic Service

Bidder	Sholem	P-Farm	Hays	Springer	VT	Martens	Total
Republic Services	\$221	\$221	\$36	\$79	\$167	\$221	\$945
Area Disposal	\$386	\$226	\$77	\$139	\$224	\$320	\$1,372

Additional Dumpsters

Bidder	2 yard	20 yard roll off	½ yard totes
Republic Services	\$10	\$295 plus \$85 over 3 tons	\$6
Area Disposal	\$45	\$350 plus \$50 per ton	\$25

Alternate Bid - Recycling

Bidder	Cardboard	Plastics
Republic Services	\$95	\$85
Area Disposal	\$101	\$89

CHAMPAIGN PARK DISTRICT AGREEMENT FOR DUMPSTER SERVICES

This Agreement is made and entered into effective this 1st day of November, 2021, by and between the Champaign Park District, a municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, and Republic Services, (hereinafter referred to as, "Contractor"), whose principal address is 2801 N. Willow, Urbana, Illinois 61802.

RECITALS:

WHEREAS, Park District and Contractor desire to enter into an agreement whereby Contractor will provide dumpster services to Park District at designated locations as hereafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein set forth, Park District and Contractor agree as follows:

1. **Services.** Contractor shall provide services in a good and workmanlike manner on the terms and conditions hereinafter set forth and maintain as specified certain park areas owned or under the control of Park District, and further designated as follows:

Sholem Pool- (2) 2 yard rolling
Prairie Farm- (1) 6 yard front load
Hays Center- (1) 2 yard rolling
Virginia Theatre- (1) 3 yard rolling
Springer Cultural Center- (1) 2 yard rolling
Martens Center – (2) 3 yard rolling
Additional Dumpsters as needed- 2 yard rolling, 20 yard roll off, & ½ yard totes

Contractor shall furnish all labor, materials, supplies and equipment to perform the work set forth in the information to bidders, specifications, Contractor's bid and this Agreement, including any change orders agreed to hereafter, all of which are incorporated herein by this reference.

2. **Term and Termination.** The term of the agreement shall be for a firm, fixed price for a three (3) year period, from November 1, 2021 through October 31, 2024. This Agreement may be terminated by either party for "cause" by giving fifteen (15) days' notice to the other party in writing of such intention to terminate the Agreement. For the purposes of this paragraph, "termination for cause" is defined as termination for an intentional or a willful violation of any of the provision of this Agreement by a Party. The party seeking to terminate this Agreement for cause must specify in writing to the other party the nature of the "cause" resulting in termination. Furthermore, this Agreement may be terminated "without cause" by either party giving the other at least fifteen (15) days' notice in writing of the intended termination date. This agreement may be terminated at any time upon the written agreement of the parties.

3. **Time of Performance.** Failure to complete the work in such time shall be a breach of this contract entitling the Park District to terminate the contract as described above in Section 2.

Sholem Pool- 3 times weekly-Monday, Thursday, & Saturday (mid May-mid September)
Prairie Farm- 2 times weekly-Tuesday, Friday (mid May – mid August)
Hays Center- 1 time weekly-Thursday
Virginia Theatre- 3 times weekly-Monday, Wednesday, Friday
Springer Cultural Center- 2 times weekly-Tuesday & Friday
Martens Center – 2 times weekly – Tuesday & Friday

4. **Compensation for Services.** Park District shall pay the Contractor for the services provided for herein as follows:

Sholem Pool	\$221.00 per month
Prairie Farm	\$221.00 per month
Hays Center	\$36.00 per month
Springer Center	\$79.00 per month
Virginia Theatre	\$167.00 per month
Martens Center	\$221.00 per month
2 yard rolling, as needed	\$10.00 per lift

20 yard roll off, as needed

\$295.00 per haul plus \$85 per ton over 3 tons

½ yard totes, as needed

\$6.00 per lift

See Section 2.01 Payments of the bid document for Terms of Payments

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

In such event, Contractor shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that the Contractor may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

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

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

- (a) Workers' Compensation:
 - State Statutory
 - Applicable Federal Statutory
 - Must show policy number on certificate of insurance if workman's compensation is provided.
- (b) Comprehensive General Liability:
 - General Liability: 1,000,000 each occurrence (including completed operation and products liability)
 - Property Damage: \$1,000,000 each occurrence
 - General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
 - Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.
- (c) Contractual Liability (Hold Harmless Coverage):
 - Bodily Injury: \$1,000,000
 - Property Damage: \$1,000,000 each occurrence
 - Annual Aggregate: \$2,000,000 each occurrence
- (d) Comprehensive Automobile Liability:
 - Bodily Injury: \$1,000,000 per person and \$1,000,000 per accident
 - Property Damage: \$500,000 each occurrence or combined single limit of \$500,000
- (e) Umbrella Liability:
 - \$5,000,000 each occurrence

The Park District, its commissioners, officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause. Prior to beginning work, Contractor shall furnish the Park District with certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Park District prior to cancellation or material change of any insurance referred to therein. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

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

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

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

8. **Default.** The Park District may terminate this Agreement in the event of a default or breach. A default or breach shall be deemed to occur when any of the services are not provided as required and in the manner and at the times provided for in the specifications referred to in this Agreement. In the event of breach or termination, the Contractor shall be responsible to pay Park District for the reasonable costs incurred by Park District in obtaining replacement services.

9. **Laws and Venue.** The parties agree that the laws governing this Agreement shall be the laws of the State of Illinois. The parties further agree that in the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois shall be the appropriate venue for such claim or suit.

10. **Severability.** In any event one or more of the provisions contained in this Agreement shall be determined by a Court to be invalid, illegal or unenforceable in any respect, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall, therefore remain in effect.

11. **Compliance with Laws.** Contractor shall comply with all laws, statutes, ordinances and regulations applicable to the work to be performed, including, without limitation, the Illinois Prevailing Wage Act, Illinois Fair Employment Practices Act, all equal employment opportunity laws, all affirmative action ordinances and all other state, federal, or local laws or regulations applicable to the performance of this contract. In this connection, Contractor guarantees that not less than the prevailing rate of wages shall be paid to laborers, workers and mechanics performing work required to complete this contract. Further, Contractor acknowledges that, except in certain situations permitted by law, Illinois-resident laborers will be used for the work.
12. **Assignment.** Neither party, nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any assignee or sub-contractor must be acceptable to the Park District, must furnish a signed Champaign Park District "Commitment to engage in Affirmative Action Practices" form, and must agree to comply with all statutory requirements pertaining to Illinois prevailing wages, the Illinois Fair Employment Act, Equal Opportunity laws and all other State and Federal laws and regulations applicable to the performance of this Agreement.
13. **Time of the Essence.** Time is of the essence in the performance and completion of the terms of this Agreement.
14. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement, shall not be deemed a waiver of the 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.
15. **Counterparts.** This Agreement shall be executed in duplicate, each of which shall be deemed to be an original.
16. **Notice.** All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given on the date and at the time they are sent by certified mail, return receipt requested, to the respective party at the address set forth below, or at such other place or address as the parties shall provide to each other in writing. In addition, any such notice shall be sent by first class regular U.S. Mail.

Champaign Park District
 Attention: Mr. Joe DeLuca
 Executive Director
 706 Kenwood Road
 Champaign, IL 61821-4112

Contractor:
 Republic Services
 Attention: Dan Winters
 2801 N. Willow
 Urbana, IL 61802

17. **Entire Agreement and Amendment.** This Agreement and any terms or specifications attached hereto or otherwise referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings either oral or written of the parties in connection herewith. No modification of this Agreement shall be effective unless made in writing, signed by both parties and dated after the date hereof.

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

PARK DISTRICT:

Champaign Park District
 a municipal Corporation

By: _____
 Joe DeLuca, Executive Director

CONTRACTOR:

Republic Services

By: _____
 Its _____



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 13, 2021

SUBJECT: Spalding Park Tennis Contract with MSA

Background

The Champaign Unit 4 School District passed a referendum that included the construction of 8 new tennis courts at Spalding Park. The School District did complete the addition of a new baseball field and amenities for Central High School, but they did not have enough funds to move forward with the tennis court project. So, recently Unit 4 and our staff discussed the idea to partner on upgrading the four existing tennis courts and adding two additional courts to provide a new home for the Central High School tennis teams and provide a quality facility for our residents to play tennis when they were not being used by the high school tennis teams.

This Agreement sets forth the terms and conditions by which the Parties jointly agree to renovate, improve, and develop the courts at the park for the general public and in order to make those courts available for Unit #4 tennis activities consistent with the Intergovernmental Cooperation Act, 5 ILCS 22/1, *et seq.* The courts currently located and to be located at the park in the City of Champaign, State of Illinois consist of four (4) courts utilized by the Park District. This agreement provides for the renovation, improvement, and development of those courts together with the development of an additional two (2) courts. The Park District will maintain ownership of the courts and provide Unit #4 a license to utilize them for their tennis teams. Both partners will work together to comply with the terms of this agreement, including such representations, warranties, terms, covenants, conditions, use allocations, operating cost sharing, and indemnities customary for a transaction of this character and complexity. The tennis courts shall be used to provide educational, recreational, and athletic programs, and community-based activities, such as those commonly provided at park and school athletic facilities in the Champaign-Urbana area. All uses shall be subject to the rules, restrictions, and policies that are applicable to other facilities of the Park District and Unit #4.

MSA Professional Services, Inc., designed the conceptual design and cost estimate for the renovation of four (4) of the Spalding Tennis Courts and the addition of two (2) new courts along with new fencing, lights, paths and shade structures. Since the Park District and School District have a working relationship with MSA Professional Services, Inc. the recommendation is to contract with them to design, create bid documents, bid the project and oversee the construction of the project. Attorney Hall worked with Merle Ingersoll of MSA and Pat Fitzgerald, Attorney for Unit 4 Schools to finalize a contract that works for both agencies. MSA Professional Services Inc. contract for services is \$71,390 and the scope for the project along with a proposed schedule is attached to the contract.

After further discussion, staff agreed the best process is to include the Park District and Unit 4 staff to work directly with MSA staff to oversee the design and construction process. Both parties must agree on any decisions and if they are unable to work out a solution the Unit 4 Superintendent and the Executive Director of the Park District will discuss the issue and make a final decision. The Presidents and Board members will be updated on the progress of the project on a weekly basis.

Prior Board Action

The Park Board approved the IGA for the baseball field and amenities with Unit 4 School District and discussed the conditions for the addition and improvements for six tennis courts as part of a new IGA between the Park District and Unit 4 Schools. The Park Board approved a new separate IGA for the Spalding Tennis Complex on September 22, 2021 with Unit 4 School District.

Budget Impact

The Park District will have an impact of approximately \$325,000 for 35% of the project costs while Unit 4 Schools will cover 65% of the construction costs. The cost for MSA Professional Services Inc. for the Park District will be \$24,986.50 and Unit 4 Schools will cover \$46,403.50.

Recommended Action

Staff recommends the Park Board approve the contract reviewed by Attorney Hall in the amount of \$71,390 and direct the Executive Director to execute the contract.

Prepared by:

Reviewed by:

Joe DeLuce
Executive Director

Jarrold Scheunemann
Assistant to the Executive Director



Professional Services Agreement

MSA Project No. 12431046

This AGREEMENT (Agreement) is made effective, October ____, 2021, by and between CHAMPAIGN UNIT 4 SCHOOL DISTRICT and CHAMPAIGN PARK DISTRICT (OWNERS) and MSA PROFESSIONAL SERVICES (MSA), which agree as follows:

Project Name: CPD Spalding Tennis Court Improvements

The scope of the work authorized is:

Provide professional services as described on the proposal letter prepared by Merle Ingersoll, Jr. on July 19, 2021. Proposal letter shall become an attachment and part of this agreement.

The schedule to perform the work is:

Approximate Start Date: 10/15/2021
Approximate Completion Date: 8/15//2022

The lump sum fee for the work is:

\$ 71,390.00

The retainer amount required is:

\$ 0.00

NOTE: Work will commence after receipt of signed contract and the retainer. The retainer will be applied toward the final invoice on this project.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis with OWNERS to divide payment of the lump sum fee as follows: Champaign Unit 4 School District, sixty-five percent (65%) and Champaign Park District, thirty-five percent (35%).

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CHAMPAIGN PARK DISTRICT

Joe DeLuce
Executive Director

Date: _____

706 Kenwood Road
Champaign, IL 61821
Phone: 217-398-2550
Email: Joe.deLuce@champaignparks.com

MSA PROFESSIONAL SERVICES



John M. Langhans
Vice President, Land Leader

Date: 10/3/2021



Mike Buzicky
Team Leader

Date: 10-3-2021

201 W Springfield Ave. – Suite 400
Phone: 217-403-3364
Email: mingersoll@msa-ps.com

CHAMPAIGN UNIT 4 SCHOOL DIST.

Amy Armstrong
President, Board of Education

Date: _____

Mellon Bldg. 703 S. New Street
Champaign, IL 61820
Phone: 217-351-3881
Email: munkjo@u4sd.org

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The quoted fees and scope of services constitute a lump sum cost of fees and tasks required to perform the services as defined. This agreement upon execution by all parties hereto, can be amended only by written instrument signed by all parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNERS in writing of such situations so that changes in this agreement can be made as required. The OWNERS agree to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNERS monthly. The Champaign Park District and Champaign Unit 4 School District will pay according to the Government Prompt Payment Act for all payments

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNERS' failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owners shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owners, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owners agree to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNERS' professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNERS as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNERS are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNERS acknowledge that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNERS in their purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNERS a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNERS may, at their option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNERS terminate this Agreement, OWNERS shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNERS' cost of including the omitted item or component

in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNERS acknowledge and agree that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNERS' behalf for OWNERS' benefit and at OWNERS' direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNERS and shall be returned to OWNERS at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNERS' request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNERS require coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNERS. The liability of MSA to the OWNERS for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNERS or extensions of this project or on any other project shall be at the OWNERS' sole risk. The OWNERS agree to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNERS or by others acting through the OWNERS.

15. **Indemnification.** MSA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its commissioners, officers, agents, employees, and representatives against all damages, liabilities or costs, to the extent caused by MSA's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom MSA is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MSA, its officers, directors, employees and its sub-consultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor MSA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

16. **Dispute Resolution.** OWNERS and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNERS and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, all OWNERS and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNERS and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNERS and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNERS and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

19. **Jurisdiction.** OWNERS hereby irrevocably submits to the jurisdiction of the state courts of the State of Illinois for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNERS further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
MSA PROFESSIONAL SERVICES AGREEMENT
PROJECT NUMBER 12431046**

THIS AMENDMENT to Agreement for Professional Services Agreement is made and effective as of the 1st day of September, 2021, between MSA PROFESSIONAL SERVICES, 201 W. Springfield Avenue, Suite 400, Champaign, Illinois 61820 (hereinafter referred to as, "MSA"), and the Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821 and Champaign Unit 4 School District, 703 S. New Street, Champaign, Illinois 61820 (hereinafter referred to as, "OWNERS") and collectively from time to time referred to as, "Parties".

WHEREAS, MSA has proposed a Professional Services Agreement including General Terms and Conditions of Services together with a Scope of Work attached thereto as the Agreement between it and OWNERS (hereinafter referred to as, "Agreement") for a project generally described as the **CPD Spalding Tennis Court Improvements** to be undertaken at OWNERS facilities in Champaign, Illinois as more specifically described therein and herein, as the case may be;

WHEREAS, MSA and OWNERS wish to amend, alter, change, remove or add certain terms, conditions, or provisions set forth in the Agreement; and

WHEREAS, those amendments, alterations, changes, removals or additions are to be included in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and herein, the receipt and sufficiency of which are hereby acknowledged, MSA and OWNERS hereby agree that the Agreement is hereby amended, altered, changed, and clarified, anything in the Agreement to the contrary notwithstanding with regard to the sections identified herein, as follows:

**GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)
(Utilizing the section numbers therein for convenience)**

1. **Scope and Fee.** The lump sum fee for the work set forth on page 1 of the Professional Services Agreement is the fee for the tasks required to be performed for the services as defined. This Agreement upon execution by all Parties, can be amended only by written instrument signed by all Parties. In the event MSA seeks to alter the price of its services, it shall inform OWNERS thereof, and no such change shall occur unless agreed to in writing by the Parties.

3. **Costs and Schedules.** Costs and schedule commitments may be subject to change for delays caused by the OWNERS failure to provide specified facilities or information or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency; provided that OWNERS shall not be responsible for failures or delays caused by acts of MSA, suppliers or other governmental agencies. Any such delays of services shall be promptly addressed by the Parties and may be subject to renegotiation of the terms of this Agreement.

12. **Hazardous Substances.** OWNERS acknowledge and agree that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or materials at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNERS behalf for OWNERS benefit and at OWNERS direction. Nothing contained within this Agreement shall be construed to interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNERS and shall be returned to OWNERS at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNERS' request and expense and subject to this subparagraph.

MSA shall promptly inform OWNERS of any hazardous substances or materials it encounters or discovers.

13. **Insurance.** MSA shall maintain in effect at its sole expense the following insurance applicable to the work performed hereunder:

- (a) **General Liability:** Commercial General Liability insurance with policy limits of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage. The policy shall be properly endorsed or have applicable riders as hereinafter described;
- (b) **Automobile Liability:** Automobile Liability insurance covering owned and rented vehicles operated by MSA with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage. The policy shall be properly endorsed and/or have appropriate riders as hereinafter described; and
- (c) **Worker's Compensation:** Worker's Compensation insurance at the statutory minimum limits and Employers Liability with a limit of not less than \$1,000,000.00.

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

MSA shall indemnify and hold harmless OWNERS and its commissioners, officers, agents, employees, and volunteers from and against all claims, damages, losses, costs and expenses arising out of or resulting from the performance of the MSA's work, provided that any such claim, damage, loss, cost or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property of any kind or character whatsoever, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of MSA, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused by OWNERS. Such obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation to indemnify which would otherwise exist as to any Party or person described herein. MSA shall similarly protect, indemnify and hold and save harmless OWNERS, its commissioners, officers, agents, employees, and volunteers against and from any and all claims, costs, causes, actions and expenses incurred by reason of MSA's breach of any of its obligations under, or MSA's default in the performance of any provision of this Agreement.

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

All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and satisfactory to OWNERS in its sole discretion.

All insurance coverage provided by MSA shall be primary coverage as to OWNERS. Any insurance or self-insurance maintained by OWNERS shall be in excess of the MSA's and shall not contribute to or with it.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNERS or extensions of this project or on any other project shall be at the OWNERS sole risk. The Parties acknowledge that OWNERS own the documents and/or services pertaining to this Project and shall retain all common law, statutory and other reserved rights, including copyrights, and MSA hereby waives all common law, statutory and other reserved rights, including copyrights, to the documents and/or other services pertaining to this Project. The OWNERS agree to defend, indemnify, and hold harmless MSA for all claims, damages, expenses, and costs arising out of such reuse of the documents and/or services by the OWNERS or by others acting through the OWNERS.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNERS and OWNERS commissioners, officers, directors, members, partners, agents, consultants, volunteers, and employees (hereinafter, "OWNERS") from claims, costs, losses, expenses and damages arising out of or relating to the

PROJECT; provided that, any such claim, cost, loss, expense or damages is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused by an act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or consultants (hereinafter, "MSA"). In no event shall this indemnity agreement apply to contractual or performance claims or disputes between OWNERS and MSA, which shall be subject to other terms and conditions of this Agreement. These indemnity agreement terms apply solely to personal injury or property damage claims of third parties. For this purpose, MSA shall at all times have in place professional liability insurance covering all negligent acts, errors and omissions of MSA in its performance of the Professional Services with policy limits of not less than \$5,000,000.00 in the aggregate. Such coverage shall be written and carried on an occurrence basis. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees.

To the fullest extent permitted by law, OWNERS shall indemnify and hold harmless, MSA and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter, "MSA") from claims, costs, losses, expenses and damages arising out of or relating to the PROJECT; provided that, any such claim, cost, loss, expense or damages is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused by an act or omission of OWNERS or OWNERS's commissioners, officers, directors, members, partners, agents, consultants, volunteers and employees (hereinafter, "OWNERS"). In no event shall this indemnity agreement apply to contractual or performance claims or disputes between MSA and OWNERS, which shall be subject to other terms and conditions of this Agreement. These indemnity agreement terms apply solely to personal injury or property damage claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that OWNERS is responsible for attorneys' fees.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Section 17 is hereby removed.

19. **Jurisdiction.** The Parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Illinois for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The Parties further consent that venue for any legal proceedings related to this Agreement shall be in Champaign County, Illinois.

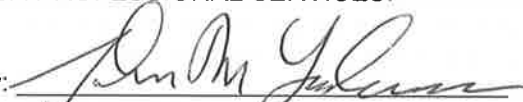
20. **Understanding.** This Agreement and any amendment hereto contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or affect, and this Agreement supersedes any other prior understanding entered into between the Parties on the subject matter hereto.

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

OWNERS: Champaign Park District, a municipal Corporation,

By: _____
Joseph DeLuce
Executive Director

MSA PROFESSIONAL SERVICES:

By:  _____
John Langhans
Vice President, Land Leader 10-3-21

OWNERS: Champaign Unit 4 School District

By: _____
Amy Armstrong
President, Board of Education

ATTEST:



July 19, 2021

Andrew Weiss
706 Kenwood road
Champaign, IL 61821

RE: CPD Spalding Tennis Court Improvements
Spalding Park
Champaign, IL

Dear Andrew:

This proposal letter describes our scope of work for the CPD Spalding Tennis Court Improvements project scheduled for 2021-22 at the CPD Spalding Park in Champaign, Illinois. This scope covers the site schematic layout and preliminary cost estimate provided by MSA that is attached to this letter. I have reviewed the project after our previous conference zoom call on April 27, 2021 with CPD and Unit 4 and prepared a scope of work with costs. If you need anything different than what I am proposing, please let me know and I will revise it to meet your exact needs. Our scope of work and lump sum costs are as follows:

DESIGN PHASE

1. Obtain any input from CPD staff and Unit 4 staff prior to beginning of project.
2. MSA to topo survey the existing tennis court and adjacent area within 25 feet of proposed improvements.
3. Review drainage issues noted by CPD staff and Unit 4 with existing design to the East of tennis courts and adjacent ballfield. MSA to provide suggested solutions in ballfield area but will look for ways to improve drainage coming from the tennis courts into drainage basin to the North. Implement erosion control practices with the construction of the tennis court improvement area.
4. Design and specification of for improvements as listed on the preliminary estimate and schematic for the improved tennis courts. There are presently 4 existing courts. The goal is to improve those courts and add two new courts with improvements shown to the north of new courts.

201 W Springfield Avenue
Suite 400
Champaign, IL 61820

P (217) 352-8978
TF (877) 352-0081
F (217) 356-0570

www.msa-ps.com

5. Preparation of plans, specs, and details for the proposed lighting. All specifications will be implemented into a separate spec book or project manual prepared separately from the plans.
6. It is assumed with this proposal that:
 - That anything beyond what is listed on the attached preliminary estimate will be considered an additional cost.
 - Any equipment, bleachers, nettings, wind screens, foul ball guard netting, etc. not mentioned will be an additional expense. These may be listed as an additional budget item in the project for the contractor to purchase for the client. The client or Unit 4 should provide information to MSA on any specific products and models for items mentioned to assure they get what is desired.
 - The project belongs to CPD to be approved by Champaign Park District.
 - The preliminary cost estimate shall be used as a scope of things that are covered in by the schematic.
7. Quantities to be prepared for the project and put into the plans.
8. The plans will generally include the following sheets: Cover Sheet, General Notes and Quantities, General Site Plan, Paving and Striping Plan, Grading & Erosion Plan, Fencing, Shade Shelter Details, Electrical and Lighting Plan, Sewer and Utility and 2–3 sheets of details.
9. Plans to be provided for CPD at 75% completion and 95% for review and any input.

BIDDING PHASE

1. Compilation of civil and electrical plans for inclusion in the District's contract documents. The Champaign Park District will advertise for bids and conduct a bid opening. MSA to assist CPD staff in preparation of the newspaper ad and timeline setting.
2. MSA to send a personal invitation to known area contractors to ensure they are aware of the project.
3. MSA to use Quest to track plan holders, provide bid documents to interested contractors, and post addendums for contractors. All bid documents will be handled through MSA and Quest.
4. Provide up to four (4) sets of plans (hard copies) to the client to distribute as they determine.
5. Respond to any site civil or electrical questions from contractors.

CONSTRUCTION ADMIN PHASE

1. CPD to provide any special Specification documents for special equipment or lighting to be included with bid documents.
2. MSA to provide information and answer questions from awarded contractor.
3. Review civil and electrical shop drawings and cut sheets submitted by contractor.
4. Provide as needed site inspection and meetings on site to assist in getting the construction built in accordance with the plans and specifications.
5. Fill out any grading permits required by the city, client to be responsible for any fees. Any other permits or fees to be required by the city.
6. Provide at least one weekly inspection to check progress and provide any direction to contractor on site. Any other questions or input needed by engineer will be handled by phone unless the engineer feels it is best to visit the site.
7. Perform a post-construction walk-through with CPD and Unit 4 staff and prepare a final punch list of site civil and electrical items to complete the project for satisfactory acceptance.

CONSTRUCTION LAYOUT

1. Provide staking for finished paving, light bases, court edges, sidewalk, and canopy shading structures, water fountain and any drainage with an established grade to finished surface.
2. Set 4 points for outside box of court striping for contractor to use for establishing location of each court.
3. Set a benchmark to be used for construction of site and checks by contractor.
4. Set center of net posts.

Costs will be lump sum and based on the schematic and items covered on the estimate. Anything that may inflate the budget above the estimated cost will be an additional cost. MSA services for this scope of work will be invoiced on a monthly basis and a percentage of what is completed of the phases listed below. It is anticipated that some of the construction schedule may need to finish in the spring or summer of 2022 if there are such delays occurring during the construction of the courts.

SUMMARY OF COSTS

DESIGN and BIDDING PHASES	\$ 55,526.00
<u>CONSTRUCTION ADMIN & LAYOUT PHASE</u>	<u>\$ 15,864.00</u>
TOTAL ENGINEERING FEES	\$ 71,390.00

The above fees are based on a one-time service of items described above. These fees do include all labor, materials, prints mentioned, insurance, travel time, calculations, supervision and quality control with the outlined items described in the above scope of work. Any additional items to be added to the project beyond what was listed in the cost estimate may be an additional charge in design and construction fees.

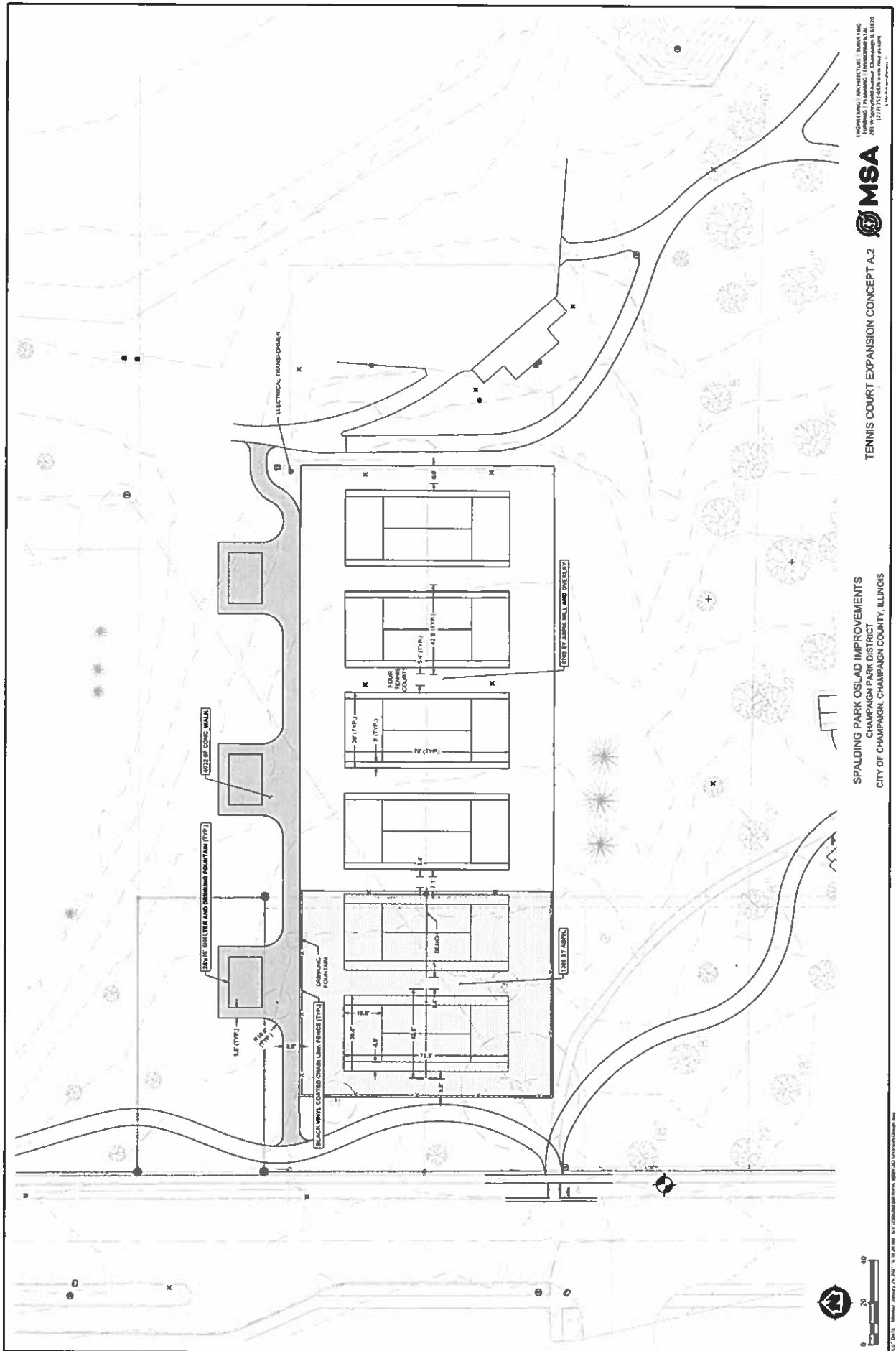
MSA appreciates this opportunity to provide this proposal. Again, if this does not meet your exact needs or you have any questions regarding this proposal, please feel free to contact me anytime. Thank you.

Sincerely,
MSA Professional Services, Inc.



Merle E. Ingersoll, Jr
Senior Project Engineer / Surveyor
Office: 217-403-3364
Cell: 217-840-7785
Email: mingersoll@msa-ps.com

Attachment: Spalding Tennis Court Schematic
Preliminary Cost Estimate



SPALDING PARK OSLAD IMPROVEMENTS
 CHAMPAIGN PARK DISTRICT
 CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS

MSA
 MSA CONSULTING ARCHITECTS, LANDSCAPE ARCHITECTS & PLANNERS
 1011 W. UNIVERSITY AVENUE, SUITE 100
 CHAMPAIGN, ILLINOIS 61820
 TEL: 217.244.4444 FAX: 217.244.4444
 WWW.MSACONSULTING.COM

ENGINEER'S PRELIMINARY COST ESTIMATE

MSA PROFESSIONAL SERVICES
201 W. SPRINGFIELD AVE., SUITE 400
CHAMPAIGN, IL 61820

Notes
 Unit wt. used to calc. Asphalt = 112# / SY / inch

MUNICIPALITY: Champaign Park District
TOWNSHIP: Champaign
LOCATION: Spalding Park - Champaign

PROJECT: Unit 4 Spalding Tennis court Improvements

MSA PROJECT NO: 13969013
DATE PREPARED: April 30, 2021

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
TENNIS COURT IMPROVEMENTS					
001	Mobilization, Insurance, Bonding	LS	1	\$6,400.00	\$6,400.00
002	Tree Removal	LS	4	\$600.00	\$2,400.00
003	Demolition and removal of existing fencing	LF	400	\$6.00	\$2,400.00
004	Removal of poles and tennis equipment	LS	1	\$1,600.00	\$1,600.00
005	Demolition and removal Lights and poles	EA	6	\$6,750.00	\$40,500.00
006	Milling existing court surfaces, 2" thick mill removal	SY	2,702	\$5.00	\$13,510.00
007	Removal of water fountain and conc. pad	LS	1	\$600.00	\$600.00
008	Excavation and dirtwork	CY	500	\$42.00	\$21,000.00
009	PCC walks, 6" on 4" base	SF	6,032	\$14.00	\$84,448.00
010	Overlay 2" Asphalt surface, approx. 2,702 SY	TON	303	\$122.00	\$36,966.00
011	New asphalt courts, 4" Binder / 2" Surface on 4" of CA-6, Approximately 1,305 SY	TON	439	\$145.00	\$63,655.00
012	6" perforated drain tile with sock	LF	840	\$10.00	\$8,400.00
013	Seal coat and markings, Acrylic surfacing	SY	4,007	\$15.00	\$60,105.00
014	Light poles, electrical and bases	EA	8	\$32,000.00	\$256,000.00
015	Shade shelters	EA	3	\$18,000.00	\$54,000.00
016	Poles, nets, equipment for 2 new tennis courts	EA	2	\$2,500.00	\$5,000.00
017	Water fountain and concrete pad	EA	1	\$5,750.00	\$5,750.00
018	12' high black vinyl coated chainlink fencing and gates, 1.75" mesh	LF	816	\$70.00	\$57,120.00
019	Hydroseeding	SY	2,460	\$2.35	\$5,781.00
SUPPLEMENTAL COSTS					
	Inlets	EA	2	\$1,100.00	\$2,200.00
020	12" storm PVC piping	LF	200	\$45.00	\$9,000.00
021	Silt fencing	LF	800	\$3.75	\$3,000.00
022	Concrete washout and removal	EA	1	\$1,500.00	\$1,500.00
SUBTOTAL FOR TENNIS COURT IMPROVEMENTS					\$741,335.00
CONTINGENCY 7%					\$51,893.45
SUBTOTAL OF CONSTRUCTION COST					\$793,228.45
ENGINEERING DESIGN AND BID PROCESS 7 % of SUBTOTAL					\$55,525.99
CONSTRUCTION PHASE 2 % of SUBTOTAL					\$15,864.57
TOTAL PROJECT COST					\$864,619.01

Spalding Tennis Courts Proposed Schedule			
	Start	Finish	Notes
Design review meeting	4/27/21	4/27/21	Scheduled
Finalize MSA agreement and IGA Amendment	4/28/21	5/3/21	
<i>U4 BOE approval</i>		10/11/21	<i>Due to Tammy the week before</i>
<i>CPD Board approval*</i>		10/13/21	<i>Need CPD board deadline. End of day Thur before Wed mtg.</i>
Design & estimate	10/18/21	1/7/22	
Review CD design & estimate	1/10/21	1/17/22	
<i>U4 BOE approval</i>		2/14/22	
<i>CPD Board approval</i>		2/16/22	
Bidding	2/17/22	3/3/22	Take Bids on March 3, 2022
Open bids		3/3/22	
<i>U4 BOE approval</i>		3/14/22	<i>Due to Tammy the week before</i>
<i>CPD Board approval</i>		3/16/22	<i>Need CPD board deadline</i>
Construction	4/4/22	8/15/22	
Substantial Completion		9/15/22	
Punchlist and Finalize Construction	9/15/22	10/14/22	
Final Completion		10/14/22	
Unit 4 Board Meetings on 2nd Mon. of month			
CPD Board Meetings 2nd Wed of month			
Weather and Material deliveries may cause delays during construction			
Tennis starts in March			



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 13, 2021

SUBJECT: Pickleball Courts: Design and Bid

Background

Park District staff and Board have been working with Architectural Expressions (AEX) to identify potential multi-court pickleball facilities within the community. Seaman Field at Centennial Park and Parkland College were the two locations in consideration for the new pickleball complex. Neil Strack and his team updated the pickleball complex concepts and cost estimates for both the Centennial Park and Parkland College locations. The Park Board discussed and directed staff to work on developing a new pickleball complex within Centennial Park.

Staff is recommending the District continue the project with AEX for the first phase of the project, since we have a working relationship with Architectural Expressions (AEX) for the conceptual designs and cost estimates for the proposed pickleball complex project, which the District contracted with AEX for \$5,000.

The proposed contract to design and bid the first phase of the pickleball complex is based on a project budget of \$750,000. The architect will produce bid documents for phase one of a pickleball complex at Centennial Park as illustrated in the preliminary drawings dated 9/1/21. The design and program will continue to be modified under this contract. The scope of work will include civil engineering, structural, architectural, mechanical, electrical, and plumbing design. The scope of services will be provided through bidding. Construction administration is not included but will be provided as an additional service at hourly rates if needed. District staff will oversee the construction of the project and work with AEX as needed.

The District agrees to pay for architecture services in the amount of \$67,500 and the District will agree to reimburse AEX for reasonable expenses incurred, agreed upon in advance, and in the best interest of the project. Attorney Hall worked directly with the AEX staff on this agreement and has agreed to the terms outlined in the document.

Prior Board Action

The Park Board gave staff direction to develop a pickleball complex at Centennial Park's Seaman Field with a budget at no more than \$750,000 for the first phase of the project.

Budget Impact

The District has paid AEX \$5,000 for the conceptual design and cost estimates associated with the proposed pickleball complex from the FY22 budget. The budget impact will be over two fiscal years FY22 and FY23 for an amount not to exceed \$750,000 for phase one of the new pickleball complex.

Recommendation

Staff recommends the Park Board approve the proposed agreement with AEX and direct the Executive Director to execute the contract to design a pickleball complex within Centennial Park and develop the bid documents.

Prepared by:

Reviewed by:

Joe DeLuce
Executive Director

Jarrod Scheunemann
Asst. to the Executive Director

 **AIA**® Document B105™ – 2017**Standard Short Form of Agreement Between Owner and Architect**

AGREEMENT made as of the Seventeenth day of September in the year Two Thousand Twenty-one
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

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

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

Architectural Expressions, LLP
a Limited Liability Partnership
100 N Chestnut Street Ste. 300
Champaign, IL 61820
Telephone Number: 217-378-5300
Fax Number: 217-378-8512

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

6379 CPD Pickleball Complex
Champaign

The Owner and Architect agree as follows.

The Architect will produce bid documents for phase one of a pickleball complex at Centennial Park as illustrated in preliminary drawings dated 09/01/21. Design and program will continue to be modified under this contract, minimally. Construction budget is \$750,000.

Scope of work will include civil engineering (site survey and detention basin expansion not included), structural, architectural, mechanical, electrical, and plumbing design.

Scope of services will be provided through bidding. Construction administration is not included and will be provided as an additional service at hourly rates.

Phase two of this project is expansion of the phase one facility. To be completed in the future under a separate agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Civil Engineering (site survey not included).

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Owner shall retain all common law, statutory and other reserved rights, including the copyright. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner

and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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

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

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

The Owner shall pay the Architect a fixed fee of Sixty Seven Thousand Five Hundred and NO/100 Dollars (\$67,500). When compensation is based on a fixed fee, the fee shall include all labor and general office expenses (for Scope of the Work as defined in the Agreement) and shall not exceed the fixed payment amount without prior authorization of the Owner. When compensation is based on an hourly rate, (If Construction Administration is requested) the fee shall be based on the time spent by all of Architect's personnel engaged directly on the Work using the aforementioned hourly rate schedule, which may be subject to annual adjustments.

The Owner shall reimburse the Architect for reasonable expenses incurred and agreed upon in the interest of the Project.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due pursuant to the provisions of the Local Government Prompt Payment Act.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond () months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Authority and Responsibility: Architect shall not guarantee the work of any contractor or subcontractor, shall have no authority to stop work, shall have no supervision or control of the work of persons doing the work, shall not be responsible for safety in, on, or about the jobsite or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other construction work aids.

Estimates of Costs: Architect cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable construction costs as prepared by Architect.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between Owner and Architect shall be submitted to non-binding mediation. The Owner and Architect agree to include a similar mediation terms in other project contracts which shall provide for mediation as the primary method of dispute resolution. If no resolution occurs in mediation, the Parties shall have the right to resolve all disputes through litigation without limitation of any remedies.

Insurance:

The Architect shall maintain the following insurance for the duration of this Agreement:

General Liability: The Architect shall maintain commercial general liability (CGL) and, if necessary commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, CGL insurance shall be written on Insurance Services Office (ISO) occurrence form GC 00 01 04 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, its commissioners, officers, employees, representatives, and agents shall be included as additional insureds under the CGL using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

Automobile Liability: The Architect shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the at provided in the 1990 and later editions of CA 00 01.

Workers Compensation: The Architect shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury or disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 210 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Architect waives all rights against Owner and its officers, officials, employees, volunteers, and agents for recover of damages arising out of an incident to the Architect's work.

Professional Liability: The Architect shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 for each wrongful act arising out of the performance or failure to perform professional services, and \$5,000,000 aggregate.

General Insurance Provision:

Evidence of Insurance. Prior to beginning the Services, the Architect shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence this is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Architect from entering the project site until such certificates of other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of the Contract at Owner's option. Architect shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be not less than A VII using the most recent edition of the AM Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

Consultants. The Architect shall cause each consultant employed by Architect to purchase and maintain insurance of not less than \$2,000,000 per occurrence. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

Indemnification: To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its commissions, officers, employees, representatives, and agents from and against all claims, damages, losses and

expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the Architect's services; provided that, any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole in part by any wrongful or negligent act or omission of the Architect, Architect's consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect shall similarly protect, indemnify and hold and save harmless the Owner, its commissioners, officers, employees, representatives, and agents against and from any and all claims, costs, causes, actions, and expenses, including but not limited to legal fees incurred by reason of Architect's breach of any of its obligations under, or Architect's default of, any provision of the Contract.

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

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*
Brian Kesler, AIA Partner

(Printed name, title, and license number, if required)

ARCHITECTURAL EXPRESSIONS, LLP
HOURLY RATE SCHEDULE
May 1, 2021

<u>STAFF POSITION</u>	<u>HOURLY RATE</u>
ARCHITECTURAL	
Principal (Architect)	\$170
Architect III	\$160
Architect II	\$140
Architect I	\$100
Interior Designer II	\$110
Project Manager I	\$95
Architectural Designer II	\$80
Architectural Designer I	\$75
Architectural Technician I	\$70
Project Assistant	\$65
ENGINEERING	
Principal (Engineer)	\$170
Electrical Engineer III	\$165
Electrical Engineer I	\$100
Engineering Technician II	\$80
Engineering Technician I	\$75



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: September 14, 2021
SUBJECT: Authorization to add a full-time position in Finance

Background

The Director of Finance has the responsibility to oversee the accounting and financial aspects of the Champaign Park District (Park District) and Champaign Parks Foundation. This department has consisted of the following positions since 2013. Prior to 2013, additional part-time positions were hired seasonally to work at the front desk before registration was fully online and all registration was done in person at Bresnan Meeting Center.

	<u>Fiscal Years Ended April 30</u>									
Position (Full-time if not otherwise noted)	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Director of Finance	1	1	1	1	1	1	1	1	1	1
Assistant Director of Finance (Accounting Manager)	1	1	1	1	1	1	1	1	1	1
Development Director (reassigned from Marketing)			1	1	1	1	1	1	1	1
Accounts Payable Coordinator	1	1	1	1	1	1	1	1	1	1
Accounting Clerk – Registration Software (position reassigned)	1	1	1	1	1	1	1	1	1	
Accounting Clerk (part-time 28 hours/week, then FT2 ¹ – position eliminated 2021)	1	1	1	1	1	1	1	1	1	
Accounting & Procurement Clerk										1
Administrative Assistant-Receptionist (reassigned to Leonhard)	1	1								
Administrative Assistant (part-time, then FT2, until made full-time 2021)	1	1	1	1	1	1	1	1	1	1
Building Service Worker (BSW)	1	1	1	1	1	1	1	1	1	1
Position Count by Year	8	8	8	8	8	8	8	8	8	7

Of the positions above, five are directly related to accounting and finance, and of those five, four of the positions specifically work on the day-to-day transactions. Overall, Finance is down one net position. Two

¹ FT2 Full-Time 2 position worked a minimum of 30 up to 35 hours per week. These positions were all reclassified to FT1 at 40 hours per week at the March 10, 2021 Regular Board Meeting.

positions were reassigned to another department or eliminated in accounting while the Development Director position was reassigned to Finance in 2015.

In terms of workflow, the Director of Finance is responsible for the month-end and yearly reporting, budget and tax levy preparation, financial audits, grant reports to funding sources, special projects, managing of the District's investments, long-term planning and strategic planning. In addition, oversee the Development Director and Foundation activities including the monthly and annual reporting, annual financial audit, and all funding questions from internal and external sources. Manages the banking relationships and compliance. Employed with the Park District for 8 years. Has a Bachelor's degree and is a licensed CPA.

The Development Director works very closely with Finance, and is responsible for managing donor relationships, fundraising, board engagement and sponsorships for the Champaign Parks Foundation. Also serves a key role as the grant administrator for the Public Museum grants with excellent grant writing skills which is instrumental to the number of new grant applications and awards received in the past several years. Employed with the Park District for 15 years. Has a Bachelor's degree and a Certificate in Fund Raising Management from the Indiana University Lilly Family School of Philanthropy.

The Assistant Director of Finance is responsible for processing payroll, scholarship program, preparing the childcare resource billings and payments received for program fees, bank deposits, deferred program revenues, coordination with special events for credit card machines, overseeing accounts payable, accounts receivable, building service worker and facility contracts, and day-to-day activities including non-Rec Trac receipts for both the District and the Foundation. Works with the front desk and concession staff for receipt processing, making change, training of part-time and seasonal staff as it relates to cash receipts and assigns general ledger codes for the programs offered in each program guide into RecTrac software. This position supervises the Accounts Payable Coordinator, Accounting and Procurement Clerk and the Building Service Worker. Employed with the Park District for 34 years, started in recreation department.

Accounts Payable Coordinator is responsible for managing the accounts payable processing and approvals, including vendor setup and other account setup requirements as necessary by the vendors. Includes managing the purchase card process with oversight by Director of Finance including all staff training, administration for purchasing card program to include fraud reporting as necessary, requesting and terminating p-cards for staff. Prepares the invoice to the City of Champaign for the CommUnity Matters grant and compliance reporting with that specific grant only. Maintains the grant registration for the Park District with sam.gov annually, responsible for setting up new and existing staff in accounts payable software, setting up approval workflows and reporting to the board for the monthly meetings. Prepares year-end tax forms for Director of Finance to review as it relates to independent contractors and IRS rules. Employed by the Park District for 19.6 years.

Accounting and Procurement Clerk is responsible for making daily rounds to facilities to collect receipts from the previous day, preparing deposits, processing refunds, and reconciling the credit card transactions to the bank. Monitors the copier supplies for the District and ensures adequate supplies on hand, keeps up to date with the procurement contracts for the District, attends information trainings when available, and is the point of contact with our procurement purchasing contracts to assist internal staff with the process. In process of learning how to enter contracts into the accounting system for periodic and year-end tracking purposes. Employed with the Park District for 22 years (16.5 years in Finance) and began working for the Park District as a lifeguard.

Administrative Assistant is responsible for greeting internal and external customers visiting Bresnan Meeting Center, answering the phone, making the rental reservations for Bresnan Meeting Center, covering the front desk after hours as needed for rentals or election day coverage, ordering office supplies for the facility, preparing monthly interest allocation and credit card fee entries, bank reconciliations, posting receipts to RecTrac and applying any adjustments that may be required in conjunction with the Assistant Director of Finance. This position also assists in distribution of budget books, linking of electronic budget book for GFOA award submission, preparing letters for annual bond issuance, assists with preparing confirmation letters and uploading documents for the annual financial audit, assists with year-end reporting of information to PDRMA, assists human resources in the hiring process, processes background checks, provides support as the recorder of minutes for the Champaign

Parks Foundation board meetings, and other special projects. Employed with the Park District 6 years, of which the last 4.6 years have been in Finance. Previously worked part-time in the recreation department.

The prior accounting clerk position was primarily responsible for managing the recreation software (RecTrac), reviewing and editing the program guides, setting up the programs in RecTrac for each season, staff training and ongoing software updates/trainings. Also assisted in manually entering in employee payroll information into the old time clock system and payroll systems based on files received from Human Resources – this process has now become streamlined with paycom and the registration component has been moved to the recreation and cultural arts super users. Employed with the Park District 21 years before resigning. This position was reclassified to the Accounting and Procurement Clerk position in January 2021, while simultaneously eliminating the full-time 2 Accounting Clerk position.

What has changed in the last ten years? Upgraded to a new accounting system that provided an opportunity to improve workflow of the invoice approvals from a manual paper routing system to an electronic system, implemented a purchasing card program with electronic coding of the receipts and import into the accounting system, converted payroll and human resource systems twice (2015 and 2021), substantial increase in the number of grants awarded and monitored, increase in special reporting for large capital projects that are manually created in a format requested by the Board, fluid response to the pandemic and refocus on new funding sources, switched credit card processors thereby reducing credit card fees charged to District for accepting credit cards as a source of payment for registration fees, and continue to meet the high standards of the GFOA² award programs in budgeting as well as excellence in financial reporting. In addition, there are new reporting requirements that exist now that did not in the past as noted in the table below.

	<u>Fiscal Years Ended April 30</u>									
Data	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Total Expenditures (Millions) ³	\$15.8	\$18.0	\$13.8	\$12.2	\$12.6	\$14.3	\$13.6	\$16.4	\$13.4	\$24.7
IMRF Audit (periodically conducted by IMRF)			4/15					5/19		
IRS Benefit Plan Audit	Benefit Plan Review has not occurred in the past – New 2021									1
Financial Audits (District & Foundation)	2	2	2	2	2	2	2	2	2	2
OPEB ⁴ Actuarial Valuation (annual)	New GASB ⁵ requirement starting FYE2019						1	1	1	1
Leases – accounting treatment of	New GASB requirement starting reporting periods beginning after December 15, 2019 – has been delayed to July 1, 2021 (FYE2023)									

² Government Finance Officers Association (GFOA)

³ For years ended 2013-20: total expenditures from Schedule 23 of FYE2021 Audit, FYE2021 unaudited, FYE2022 budgeted amount. All amounts exclude transfers

⁴ Other Post- Employment Benefits (OPEB)

⁵ Governmental Accounting Standards Board (GASB)

	Fiscal Years Ended April 30									
Data	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Grants Managed (financials & agreed-upon procedures)	3	4	6	3	2	2	2	5	11	10
Grants Applied for (provided financial data)	1	1	2	1	none	1	1	1	9 (6 covid)	5 (2 covid)
# of Invoices Processed	10,300	9,600	10,100	11,600	11,900	10,700	10,600	10,200	7,200	3,500 ytd
New monthly food & beverage tax filing for concessions locations	New management at City reviewing policies for compliance – No documentation to support not filing in past – first report filed July 2018 for all concession locations						July-2018 for 6 sites	7 sites	7 sites	8 sites
Annual compliance reporting and certifications on GATA ⁶ (grant reporting and specific to financial reporting)	New requirement in 2018 forward in order to apply for grant funding					1	1	1	1	1
ACA Reporting & filing of IRS Form 1095's as required	New for calendar year 2015	1	1	1	1	1	1	1	Review data only; paycom will prepare & submit	Same as 2021

Why not shift responsibilities to existing staff? The current staffing responsibilities and skill sets are not designed to accommodate the more complex financial reporting and monitoring required by the growing park district offerings, ongoing changes to GASB or compliance standards and best practices. These responsibilities require a thorough understanding of governmental accounting as well as a Bachelor's degree in accounting or business-related field. In addition, the current positions are key to providing the Park District with the ongoing day-to-day recording of transactions to keep internal controls adequately segregated so that one person is not responsible for performing the entire process from beginning to end. These key positions do not require the level of accounting necessary to perform periodic reconciliations of activity and the creation of journal entries without the Director of Finance providing all the information and entry to be entered.

The current Assistant Director of Finance position would remain as is until vacated, at which time the position would be reclassified to an Accountant, Coordinator or Supervisor position responsible for the

⁶ Illinois Grant Accountability and Transparency Act (GATA)

day-to-day accounting, preparing the monthly childcare resource billing invoices for summer camps and preschool programs, and potentially supervising accounts payable and accounts receivable positions.

I do not propose that any positions be eliminated or moved to other departments to accommodate this new request as has been done in the past. To build a more dynamic financial team it is imperative to add this key position to the mix to allow the Director of Finance more time to focus on board reporting, long term forecasting, budgeting and to be a better resource to the Department Heads to focus on the big picture future planning items. The proposed position is a Financial Controller that would have a Bachelor's degree and governmental accounting experience that is able to problem solve and work independently. This position would take on the routine monthly accounting functions and assist in the budget process throughout the year to include more regular budget to actual comparisons and reporting to the Board as well as the staff. This position would also assist in the annual financial audits, special projects that arise frequently, and assist in redesigning financial reports for more timely and useful information where currently there is not sufficient time to devote to making this happen. Furthermore, this position will free up the Director of Finance to meet regularly with the Department Heads, provide a better response time, improve financial reports provided to or requested by the Board, reduce the regular 60+ hour work week that currently exists, and improve the timing of the budget process to allow the Board adequate time to review the budget and improve the overall budget process in general.

Will the board receive the budget in a timelier fashion if this position is approved? Ideally yes, however it will depend on how long it takes to advertise, interview, hire and train this individual.

Budget Impact

The Financial Controller position would add an estimated annual salary of \$65,000 plus benefits. The total benefits are estimated at \$15,000 to cover employer share of FICA payroll taxes, IMRF contribution, health insurance, life and dental. At which time the Assistant Director of Finance retires, that existing position would be reclassified to a different level and provide potential savings of \$39,800 (manager level) to \$51,100 (coordinator level) which would help to offset the increase of the Financial Controller position. This position will be paid for with property tax revenues in the General, Social Security and IMRF funds.

Recommendation

Staff recommends the Board authorize the Executive Director to add a full-time position for a Financial Controller and thereby increase the number of full-time staff from 80 to 81.

Prepared by:

Reviewed by:

Andrea Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: October 13, 2021
SUBJECT: Material Handling Lease Renewal

Background

The District Material Handling site is a 2.5 acre, fenced-in, multipurpose use area along Kenyon Rd. The land is owned by the City of Champaign and leased to us. Material Handling is used daily by operations staff and occasionally by other staff if staging areas are needed for their projects. The main components include, but are not limited to:

- Storage bins for soil, composting, mulch and playground surfacing
- Areas for large tree components that can be addressed at a later time
- Staging areas for playgrounds as they get built and trees as they get planted
- A large dumpster for oversized items
- Equipment storage for items such as the MTD bus, construction fencing, picnic tables and much more

Space there is very limited and as the District grows, so does the need for additional space.

Both parties agree that there are very few changes that need to be made to the Lease for the renewal. Therefore, the Lease Renewal addresses the following:

1. The City requested that the term has been reduced to five years, but an automatic renewal has been added.
2. The original Lease spoke to what improvements would be allowed. Improvements were made and the new language acknowledges that the City is aware of the improvements and current condition.
3. Language pertaining to additional insureds has been struck. PDRMA would be outside of their issuing authority as a park district risk pool, therefore cannot it cover that request.
4. The original lease stated that upon termination, all improvements must be demolished. The new language allows both parties to discuss what can stay in place upon termination.

The District has obtained the Certificate of Insurance requested by the City for the Lease Renewal. The Lease Renewal has been reviewed by counsel for the City of Champaign and the Park District. Once approved by the CPD Board of Commissioners, it will be placed on the City of Champaign's agenda.

Prior Board Action

The Board approved the original lease in November of 2011 and the lease ran for ten years.

Budget Impact

No budget is needed for this lease.

Recommended Action

Staff recommends the Board approve the Material Handling Lease Renewal.

Prepared by:

Daniel Olson
Director of Operations

Reviewed by:

Bret Johnson
Assist. Dir. of Operations

Reviewed by:

Erin Dietmeier
Horticulture Supervisor

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.

LEASE RENEWAL

THIS LEASE RENEWAL is made and entered into on the date fully executed by and between the City of Champaign, Illinois, a municipal corporation ("Lessor") and the Champaign Park District, an Illinois municipal corporation ("Lessee").

Whereas, on November 15, 2011, the parties entered into a Lease (2011 Lease) for a portion of the property owned by the City of Champaign located at 702 Edgebrook Drive, Champaign, Illinois (Leased Premises). The 2011 Lease further describes the Leased Premises. A copy of the 2011 Lease is attached as **Exhibit A**.

Whereas, by its terms the 2011 Lease terminates on November 20, 2021.

Whereas, the parties desire to extend the terms of the 2011 Lease with amendments to certain conditions as described herein.

In consideration of the promises contained herein, the parties agree as follows:

The terms and conditions of the 2011 Lease shall continue to be effective subject to the following amendments.

Section 2. The Lease Term. The term of this Lease shall be for five (5) years, commencing November 20, 2021 and shall automatically renew for three (3) additional five (5) year terms, unless ninety (90) days' advance notice of termination is provided by either party.

Section 5. Conditions of Premises. Lessee acknowledges that as of the date of this Lease, it is fully aware of the condition of the Leased Premises and accepts it in an "As Is" condition.

Section 9. Insurance. Lessee shall maintain the following types of insurance with companies qualified to do business in Illinois, rated A-VIII or better in the current A.M. Best key rating guide. Upon signing of the Lease, lessee shall provide the City with insurance certificates evidencing such coverage, and annually upon renewal of such insurance policies. Lessee shall maintain Commercial General Liability insurance (CGL), with a limit of not less than \$1,000,000 each occurrence. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, personal injury, and liability assumed under an insured's contract. ~~The City of Champaign, its officers and employees shall be included as additional insureds under the CGL, using ISO additional insured endorsement 20-11 or a suitable substitute providing equivalent coverage.~~ The insurance shall apply as primary insurance with respect to any other insurance or self insurance programs afforded to the City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. A copy of a certificate of insurance ~~stating that the "City of Champaign, its officers and employees shall be included as additional insureds to the CGL policy"~~ is attached as **Exhibit B**.

Section 24. Termination of Lease. Upon termination and unless otherwise agreed upon by the parties, any and all structures placed on the Leased Premises by the Lessee shall be removed or demolished at the expense of the Lessee and the Leased Premises shall be restored to the same condition as it existed at the time of commencement, normal wear and tear excepted.

Section 25. Signatures. This Lease Renewal may be executed in counterparts, each of which shall be deemed an original. Facsimile, PDF, or other electronic signature (e.g. DocuSign) shall be deemed to have the same legal effect as an original ink signature.

IN WITNESS WHEREOF this Lease Renewal has been executed by the parties as of the dates set forth below.

LESSOR:
City of Champaign, Illinois

LESSEE:
Champaign Park District

By: _____
City Manager

By: _____

Name/Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney
CB No. 2011-211

Park District Attorney

EXHIBIT LIST

- A- 2011 Lease
- B- Certificate of Insurance

LEASE RENEWAL

THIS LEASE RENEWAL is made and entered into on the date fully executed by and between the City of Champaign, Illinois, a municipal corporation ("Lessor") and the Champaign Park District, an Illinois municipal corporation ("Lessee").

Whereas, on November 15, 2011, the parties entered into a Lease (2011 Lease) for a portion of the property owned by the City of Champaign located at 702 Edgebrook Drive, Champaign, Illinois (Leased Premises). The 2011 Lease further describes the Leased Premises. A copy of the 2011 Lease is attached as **Exhibit A**.

Whereas, by its terms the 2011 Lease terminates on November 20, 2021.

Whereas, the parties desire to extend the terms of the 2011 Lease with amendments to certain conditions as described herein.

In consideration of the promises contained herein, the parties agree as follows:

The terms and conditions of the 2011 Lease shall continue to be effective subject to the following amendments.

Section 2. The Lease Term. The term of this Lease shall be for five (5) years, commencing November 20, 2021 and shall automatically renew for three (3) additional five (5) year terms, unless ninety (90) days' advance notice of termination is provided by either party.

Section 5. Conditions of Premises. Lessee acknowledges that as of the date of this Lease, it is fully aware of the condition of the Leased Premises and accepts it in an "As Is" condition.

Section 9. Insurance. Lessee shall maintain the following types of insurance with companies qualified to do business in Illinois, rated A-VIII or better in the current A.M. Best key rating guide. Upon signing of the Lease, lessee shall provide the City with insurance certificates evidencing such coverage, and annually upon renewal of such insurance policies. Lessee shall maintain Commercial General Liability insurance (CGL), with a limit of not less than \$1,000,000 each occurrence. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, personal injury, and liability assumed under an insured's contract. The insurance shall apply as primary insurance with respect to any other insurance or self insurance programs afforded to the City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. A copy of a certificate of insurance is attached as **Exhibit B**.

Section 24. Termination of Lease. Upon termination and unless otherwise agreed upon by the parties, any and all structures placed on the Leased Premises by the Lessee shall be removed or demolished at the expense of the Lessee and the Leased Premises shall be restored to the same condition as it existed at the time of commencement, normal wear and tear excepted.

Section 25. Signatures. This Lease Renewal may be executed in counterparts, each of which shall be deemed an original. Facsimile, PDF, or other electronic signature (e.g. DocuSign) shall be deemed to have the same legal effect as an original ink signature.

IN WITNESS WHEREOF this Lease Renewal has been executed by the parties as of the dates set forth below.

LESSOR:
City of Champaign, Illinois

LESSEE:
Champaign Park District

By: _____
City Manager

By: _____

Name/Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney
CB No. 2011-211

Park District Attorney

EXHIBIT LIST

- A- 2011 Lease
- B- Certificate of Insurance

Exhibit A

LEASE

THIS LEASE is made and entered into this 15th day of November, 2011, by and between the City of Champaign, Illinois, a municipal corporation ("Lessor") and the Champaign Park District, an Illinois municipal corporation ("Lessee").

In consideration of the premises and of the covenants, conditions and agreements herein contained, the Parties agree as follows:

Section 1. Property Subject to Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following parcel of land (the "Premises") owned by the City of Champaign north of the City's Public Works yard at 702 Edgebrook Drive, Champaign, Illinois, legally described as follows (see Attachment 1):

Part of the Southwest Quarter of Section 1, Township 19 North, Range 8 East of the Third Principal Meridian, in Champaign County, Illinois, further described as follows:

Commencing at a point on the South Right-of-Way line of Federal Aid Route 39 (U.S. Route 150) which is 756.77 feet West of the East line of the Northeast Quarter of the Southwest Quarter of said Section 1; thence continuing West along said South Right-of-Way line a distance of 110 feet; thence continuing along said South Right-of-Way line around a curve to the right, having a radius of 12,427.67 feet a distance of 208.55 feet to a 1/2-inch diameter tubeco pipe monument stamped ILS 2006-2207, point being the True Point of Beginning; thence South 00° 19' 45" West, 362.39 feet along the East line of Tract III as described in a lease agreement dated September 1, 1961, recorded as Document Number 668093 in Book 681 from page 194 to 200 to an iron rod monument set; thence North 87° 22' 12" West, 322.50 feet to an iron rod monument set; thence North 00° 19' 45" East, 358.79 feet to iron rod monument set, point being located on the South Right-of-Way line of Federal Aid Route 39 (U.S. Route 150), also being the North line of said Tract III; thence 322.38 feet along a curve to the left on said South Right-of-Way line of Federal Aid Route 39 (U.S. Route 150), having a radius of 12,427.67 feet with a chord bearing of South 88° 00' 33" East to the Point of Beginning, containing 2.662 acres, more or less.

Lessor warrants that it is the fee simple owner of the Premises and has the legal authority to enter into this Lease.

Section 2. The Lease Term. The term of this Lease shall be for ten (10) years, commencing November 21, 2011 and terminating on November 20, 2021.

Section 3. Purpose and Use. Premises shall be used exclusively by Lessee as a Material Handling Site. Lessee shall abide by all governmental regulations affecting the operation or use of a material handling site, including but not limited to, State and local zoning codes. Lessee shall not conduct any unlawful activity on the Premises.

Section 4. Rent. Lessee shall pay Lessor as rent for the Premises the annual rental of one dollar (\$1.00) payable on November 21, 2011 and on the 1st day of November of each year during the term of this Lease and any extension or renewal hereof.

Section 5. Conditions of Premises. Lessee acknowledges that as of the date of this Lease, it is fully aware of the condition of the premises. Lessee accepts the premises in "As Is" condition and shall install a fence upon a portion of the leased area in such configuration as otherwise agreed upon by the Parties.

Section 6. Maintenance. Upon commencement of the term of this Lease, and during the entire term and any extension or renewal, Lessor shall maintain the site in a clean and orderly manner.

Exhibit A

Lessee acknowledges that employees or agents of the Lessor shall have access to the Premises for repair, maintenance and/or improvements of any of the infrastructure thereon. Lessee shall maintain the premises and buildings, if any, in normal condition and working order and shall at its own cost and expense make all repairs to the Premises. Furthermore, upon termination of the Lease, Lessee shall return the Premises to the City in good condition and repair, ordinary wear and tear excepted.

In addition to the Premises, the Lessee shall be required to maintain all grassed areas south of Kenyon and east of Hagan, as shown on Attachment 2.

The Lessee shall also be required to maintain the grassed area between the I-74 right-of-way fence and north of Kenyon Road as shown on Attachment 2. At least three (3) times during the spring and summer, the Lessee shall be required to spray the I-74 fence line with herbicides.

Section 7. Improvements to Premises. Lessee, upon written approval by Lessor, shall have the right, at its sole cost and expense during the Lease term, to construct new buildings, structures, or equipment and attach fixtures and use and install underground utilities in or upon the Premises. All buildings, structures, equipment, fixtures, and utilities so placed in, upon, or attached to the Premises by the Lessee shall remain the property of the Lessee, except as otherwise agreed upon in writing by the Parties.

Section 8. Surrender Upon Expiration. Upon expiration of the term of this Lease, or upon the expiration of any extension or renewal period, Lessee shall surrender the Premises to Lessor immediately without further notice or legal process.

Section 9. Insurance. Lessee shall maintain the following types of insurance with companies qualified to do business in Illinois, rated A-VIII or better in the current A.M. Best key rating guide. Upon signing of the Lease, lessee shall provide the City with insurance certificates evidencing such coverage, and annually upon renewal of such insurance policies. Lessee shall maintain Commercial General Liability insurance (CGL), with a limit of not less than \$1,000,000 each occurrence. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, personal injury, and liability assumed under an insured's contract. The City of Champaign, its officers and employees shall be included as insureds under the CGL, using ISO additional insured endorsement 20 11 or a suitable substitute providing equivalent coverage. The insurance shall apply as primary insurance with respect to any other insurance or self insurance programs afforded to the City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. Alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

Section 10. Indemnification. During the Lease term, Lessee shall indemnify Lessor against all claims and demands, whether for injuries to persons, loss of life, or damage to property occurring within the leased Premises or resulting from Lessee's performance of Lessee's maintenance responsibilities described in Section 6; excepting, however, such claims and demands, whether for injuries to persons, loss of life, or damage to property caused in part or whole by acts or omissions of Lessor, its agents or employees. Nothing contained in this Section shall, however, detract from Lessor's right to protection under the public liability insurance policy to be paid for by Lessee as specified in Section 9 hereof, nor shall that section be construed to limit Lessee's Liability under this Section.

Section 11. Real Estate Taxes. During the term of the Lease, the Lessor shall be responsible for paying all real estate taxes levied upon the Premises, if applicable.

Exhibit A

Section 12. Assignment. Lessee shall not assign this Lease or sublet the Premises to any other party without the express written approval of the Lessor. Any such approval shall be within the sole discretion of the Lessor, which shall not be unreasonably withheld.

Section 13. Property Damage/Loss. Lessor is not responsible and assumes no liability for lost, stolen, or damaged property.

Section 14. Towing. Lessee assumes responsibility for towing any vehicle trespassing upon the Lease premises. Lessee shall indemnify and hold harmless Lessor from all claims for personal or property damage arising from the towing of trespassing vehicles.

Section 15. Default. Lessor shall upon default or breach with respect to any of the provisions of this Lease by Lessee, provide Lessee with written notice of any such default or breach and Lessee shall then have twenty (20) days to either correct the condition, or commence corrective action if the condition (other than payment of rent) cannot be corrected within twenty (20) days. If the condition is not corrected within the twenty (20) day period or if corrective action is not commenced within twenty (20) days, Lessor may elect to declare a forfeiture and terminate the Lease by a further ten (10) day written notice to Lessee or may elect to enforce the terms and conditions of the Lease by any other method available under law.

The provisions for termination of this Lease for any default or breach of any of its covenants shall not operate to exclude or suspend any other remedy of Lessor for default or breach of any covenants or for the recovery of rent or any advance made by Lessor. In the event of the termination of this Lease, Lessee shall indemnify and save harmless Lessor from any loss arising from such termination and re-entry.

Lessee may, on default or breach with respect to any of the provisions of this Lease by Lessor, elect to declare forfeiture and termination of this Lease in the same manner provided above. Lessee's election to so terminate shall not operate to exclude or suspend any other remedy of Lessee for default or breach of any of the covenants contained herein.

Any and all remedies provided to Lessor or Lessee for the enforcement of the provisions of the Lease are cumulative and not exclusive, and Lessor or Lessee shall be entitled to pursue the rights enumerated in this Lease and any other remedies authorized by law or equity.

Section 16. Compliance with Laws. Lessor and Lessee shall each comply with all Federal, State, County and City laws and ordinances, and all rules and regulations of any duly constituted authority affecting or respecting the Premises, or the use or occupancy of same.

Section 17. Waiver of Claims. Lessor waives any and all claims against Lessee for damage to or destruction of any improvements upon the Premises (whether or not resulting from the negligence of Lessee) which is covered and paid for by any insurance procured by Lessee as required by the terms of this Lease.

Section 18. Notices. Any and all notices, demands or communications required to be given by either Party shall be in writing and sent by certified mail, return receipt requested, together with a copy thereof sent by regular first class mail bearing the same date, to the following:

For Lessor

Public Works Director
City of Champaign
702 Edgebrook Drive
Champaign, Illinois 61820

For Lessee

Executive Director
Champaign Park District
706 Kenwood Road
Champaign, Illinois 61821

Exhibit A

Section 19. Mutual Language and Counterparts. The language used in this Lease shall be deemed to be the language approved by all Parties to this Lease to express their mutual intent and understanding, and no rule of strict construction shall be applied against any Party. This Lease shall be executed in two or more counterparts, each of which shall be deemed an original.

Section 20. Merger. All offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged and shall be of no force or effect unless contained in this Lease. No modification of this Lease shall be effective unless made in writing and executed by both Parties.

Section 21. Time of Essence. Time is of the essence and every provision, covenant and condition herein contained.

Section 22. Sale or Lease. Nothing in this Lease prohibits the Lessor from selling or leasing to a different Lessee, or to any person or entity in furtherance of a City goal, program or public policy when the Premises are a related part of such goal, program or policy upon expiration or termination hereof.

Section 23. Binding Effect. The covenants and agreements, contained in this Lease shall be binding on the Parties thereto and on their respective successors, heirs, executors, administrators and assigns.

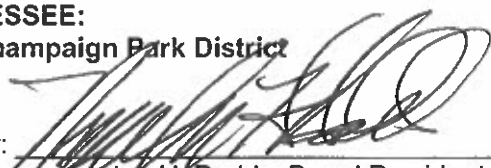
Section 24. Termination of Lease. At termination and at the option of the Lessor, any and all structures placed on the premises by the Lessee shall be removed or demolished at the expense of the Lessee and the premises restored to the same condition as it existed at the time of commencement, normal wear and tear excepted.

IN WITNESS WHEREOF this Lease has been executed in duplicate each of which shall be deemed an original, effective as of the date set forth above.

LESSOR:
City of Champaign, Illinois

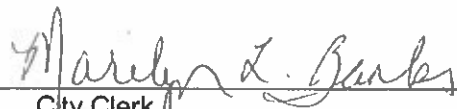
LESSEE:
Champaign Park District

By: 
City Manager

By: 
Newton H. Dodds, Board President


Attest:


Attest:

By: 
City Clerk

By: 
Bobbie Herakovich, Board Secretary

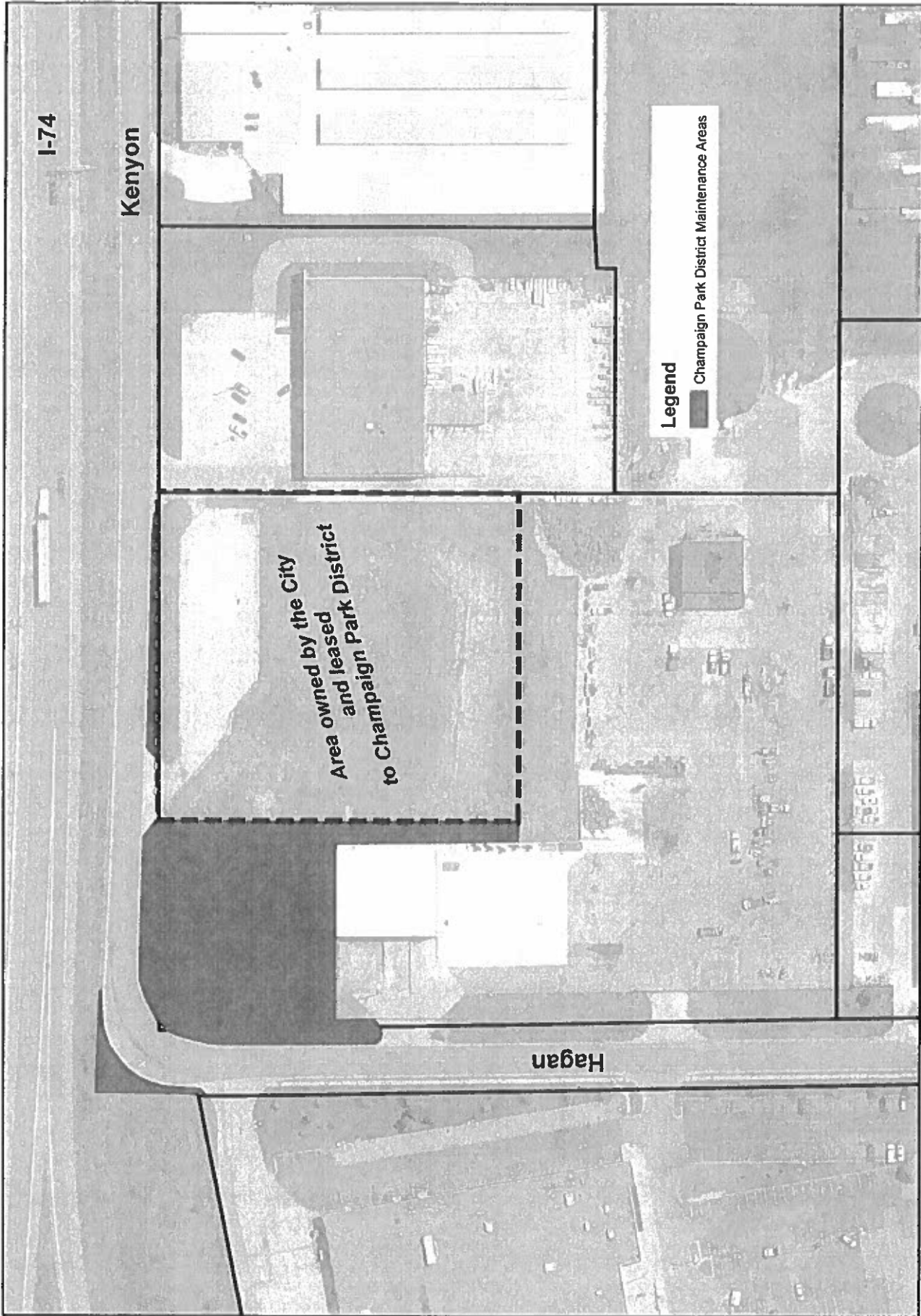
APPROVED AS TO FORM:


Asst. City Attorney
CB 2011-211


Park District Attorney



Lease Agreement Illustration



Maintenance Agreement Illustration

CERTIFICATE OF COVERAGE

Name and Address of Agency

Park District Risk Management Agency
2033 Burlington Avenue
Lisle, Illinois 60532-1646
630-769-0332

Name and Address of Member

Champaign Park District
706 Kenwood Road
Champaign, IL 61821
217-398-2550

SCOPE OF COVERAGE

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments that are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year. **This document may not be used to extend Additional Insured status to the certificate holder or any other individual/organization/entity.**

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	In millions (000,000)
General Liability * Commercial general liability * Occurrence * Liquor liability	L010121	1/1/2021-12/31/2021	Bodily Injury and Property Damage combined	3
			Personal Injury	3
Automobile Liability * any auto	L010121	1/1/2021-12/31/2021	Bodily Injury and Property Damage combined	3
Workers' Compensation	WC010121	1/1/2021-12/31/2021		Statutory
Employer's Liability	WC010121	1/1/2021-12/31/2021		3

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Proof of Insurance for Material Handling Facility Lease

Certificate Holder

City of Champaign

102 N. Neil St.
Champaign, IL, 61820
217-403-8700



Authorized Representative

Date Issued: 9/27/2021



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: October 13, 2021

SUBJECT: North Champaign Trail Easement

Background

The Champaign Trail Plan adopted by the Park District in 2011 indicates a planned spur of the North Champaign Trail to be constructed once platting and development of the parcel takes place.

The purpose of the Trails Plan is to provide a vision for a connected system throughout the community. The plan also sets clear expectations for where trails should be built and to what standard. The plan will influence the site design of development, provide direction for public works projects, and be a resource in applying for grant funding for new trail segments. Most importantly, the plan provides a common vision that can be supported and promoted by the broader community.

The Trails Plan is a joint effort between the City of Champaign and the Champaign Park District. Both the City and Park District understand the quality-of-life benefits that can result from a well-connected trail system in the community. During the creation of this plan these two units of government coordinated to better understand how the vision of this plan can be realized. The implementation of this plan outlines how the City and District will work together to achieve the vision of the plan with the construction and maintenance of new trails.

The North Champaign Multi-Use Trail is a 1.6-mile trail that runs through the north Neil Street and Prospect Avenue shopping district and connects several residential neighborhoods. To connect to the Boneyard Greenway, a pedestrian/bicycle overpass will be necessary over interstate 74. Much of this trail is already built and travels through Ashland Park, 88 West Apartments, and along Moreland Boulevard.

The City is currently in the platting phase of a multi-family development to occur within the property (attached). Part of the plat conditions are for the developer to construct the North Champaign Trail spur along the southern property line. The drawings indicate a recreational easement to be granted to the Champaign Park District for this segment contiguous with the North Champaign Trail (last four pages of attachment). Before the City finalizes the plat with developers they are requesting acceptance of the easement in order to move forward with the development.

The City Planning staff reviewed possible tax revenue generation for the Parker Glen Development. As a point of reference, the Town Center Apartments development to the south of the Parker Glen development, encompasses an 8.8-acre property with an equalized assessed valuation (EAV) of \$1.4 million. When using 2020 Park District tax rate of 0.7193 to calculate the Town Center Apartments tax revenue, the development generates about \$10,000 a year in revenue for the Park District. Hunters Pond, to the east, which has an estimated EAV of \$8.7 million, generates about \$62,000 annually for the Park District. Hunters Pond is a 30-acre development.

Ultimately, Parker Glen will be a 12-acre development, and staff estimate the project could generate between \$10,000 and \$20,000 annually for the Park District upon full build out. Phase 1 of the project is a 3.4-acre section of the overall site. Staff estimate Phase 1 will generate \$2,500 to \$3,500 annually for the Park District. The current undeveloped lot generates about \$16 annually for the Park District.

Jeff Marino, Senior Planning for the City commented on their perspective on updating the 2011 Trail Plan:

"In regards to the update to the Bike Plan, Planning Staff has a monthly meeting with our Public Works Department where we discuss some of the policy issues related to infrastructure implementation. Our next meeting is October 11th, so we'll put this on the agenda for discussion. This will also give us some time to discuss it with our City Manager's Office. The City currently has the Lochmueller Group looking at the bike network as a system, in order to make recommendations on long term infrastructure improvements. This project may potentially impact the City Engineers thoughts on taking on another plan update with a different consultant, and how that relates to current Council Goals."

Prior Board Action

In 2011, the Park Board accepted the Champaign Trails Plan between the Park District and the City of Champaign in order to help plan for the future development and maintenance of trails in the overall community.

Budget Impact

The operation staff estimates the cost to maintain the Parker Glen Trail easement is \$916.24 per year including snow removal, grass cutting, and miscellaneous clean up activities along the trail. The City estimates the property taxes paid for Parker Glen development in the first phase would be approximately \$2,500 to \$3,000 per year and when the final phase is completed the revenues could be between \$10,000 to \$20,000.

Recommendation

Staff recommends the Park Board Members approve the easement and take on the responsibility of the proposed new trail at the Parker Glen Development and authorize staff to work with the City Planning Department to update the City/Park District Trails Plan before any additional trail easement will be accepted by the District.

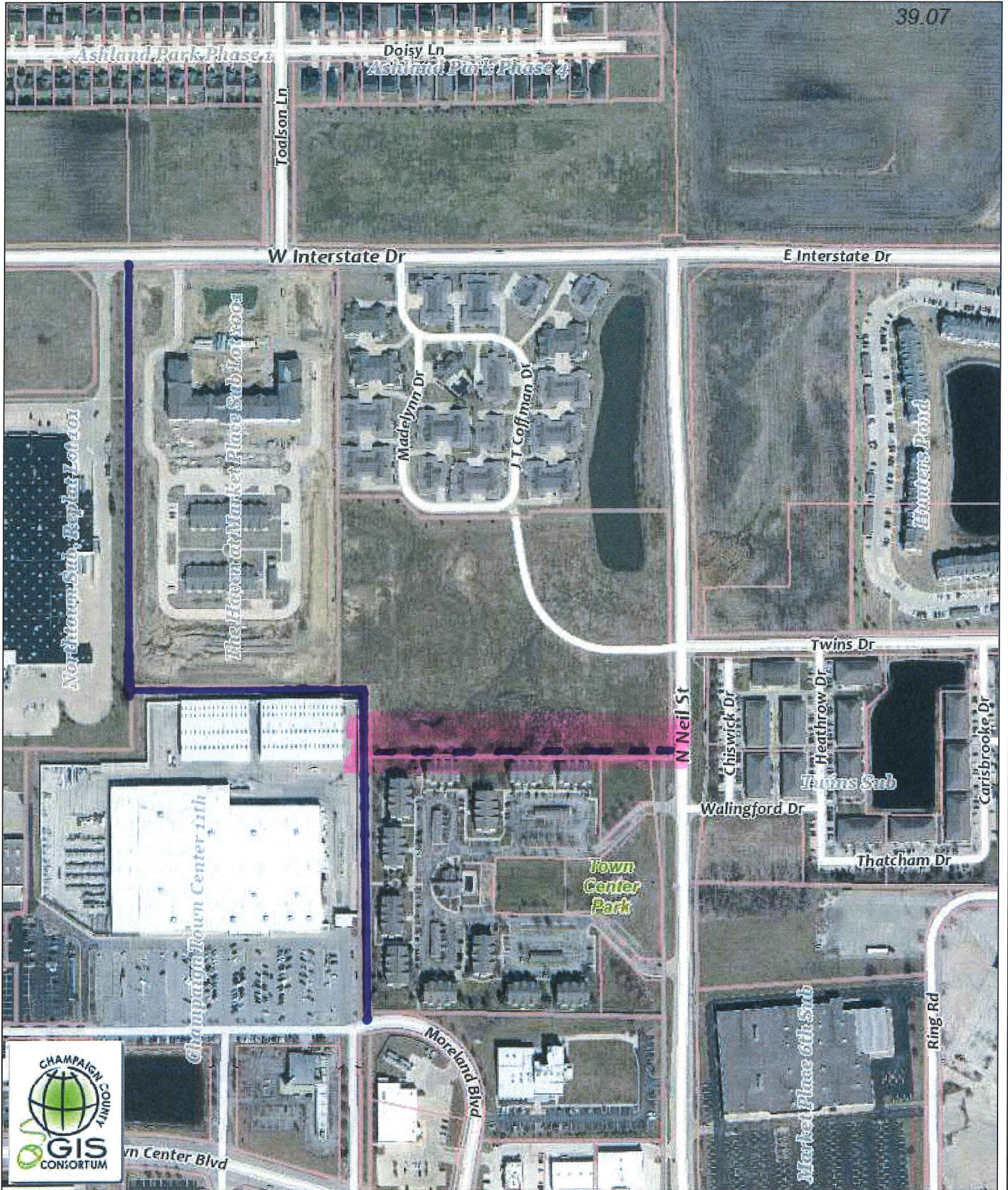
Prepared by:

Andrew Weiss
Director of Planning

Reviewed by:

Joe DeLuce
Executive Director

North Champaign Trail and Parker Glen Development



39.07



240

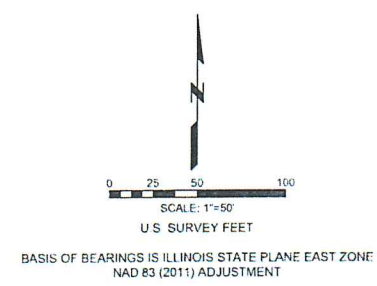
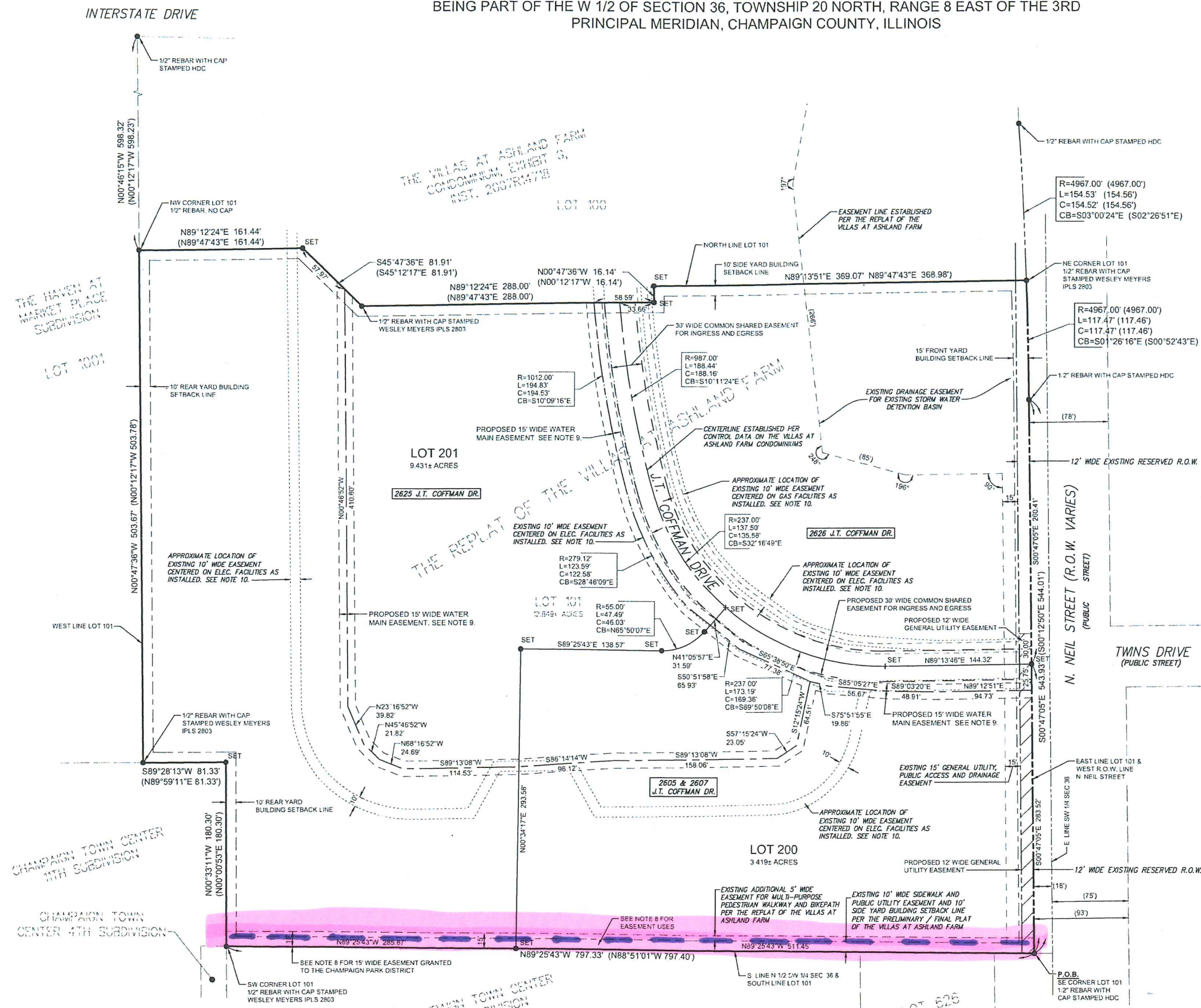
Feet

This map application was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGIS member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this application is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this application and information contained herein. The use of this application constitutes acknowledgement of this disclaimer.



THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM

BEING PART OF THE W 1/2 OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE 3RD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS



LEGEND

- SET: SET 5/8" DIAMETER, 30" LONG REBAR WITH PLASTIC CAP STAMPED "FARNSWORTH GROUP"
- + SET: SET MAG NAIL
- : IRON ROD FOUND AS SHOWN
- : BOUNDARY LINE
- : LOT LINE
- - - - : BUILDING SETBACK LINE
- - - - : ADJACENT LOT LINE
- - - - : RIGHT OF WAY LINE
- |||||: PROPOSED 12' WIDE GENERAL UTILITY EASEMENT
- |||||: ALL OTHER EASEMENTS ARE NOTED AS SHOWN
- |||||: RECORD BEARING AND DISTANCE
- |||||: MEASURED BEARING AND DISTANCE
- |||||: STREET ADDRESS

LOT AREAS:

- LOT 200 = 141,243 SQ. FT. ± (3.419 ACRES)±
- LOT 201 = 406,504 SQ. FT. ± (9.431 ACRES)±
- TOTAL AREA = 559,706 SQ. FT. ± (12.850 ACRES)±



Farnsworth GROUP
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE # DATE DESCRIPTION:

PROJECT: WODA PARKER GLEN

THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM

City of Champaign, Illinois

DATE: 05/13/2021

DESIGNED: WJM

DRAWN: PDM

REVIEWED: PJM

FIELD BOOK NO.: CHA 147/55

MINOR SUBDIVISION PLAT

SHEET NUMBER

1
OF 2

NOTES:

- BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.
- THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.
- SEE THE CITY OF CHAMPAIGN ZONING ORDINANCE FOR BUILDING SETBACK REQUIREMENTS AND OTHER INFORMATION.
- THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM LIES WITHIN THE ZONE X (AREAS OF MINIMAL FLOOD HAZARD) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S NATIONAL FLOOD INSURANCE RATE MAP NO. 17019C0313D, WITH EFFECTIVE DATE OF OCTOBER 2, 2013, FOR CHAMPAIGN COUNTY, ILLINOIS AND INCORPORATED AREAS.
- THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM IS NOT SITUATED WITHIN 500 FEET OF A WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
- THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM IS LOCATED WITHIN THE URBANA-CHAMPAIGN SANITARY DRAINAGE DISTRICT.
- DIMENSIONS BETWEEN ADJACENT MONUMENTS ARE HORIZONTAL DISTANCES IN FEET AND DECIMAL PARTS THEREOF
- THERE IS A 10 FOOT WIDE EASEMENT DEDICATED FOR THE PURPOSE OF A PUBLIC SIDEWALK AND UTILITIES ALONG THE SOUTH LINE OF THIS SUBDIVISION BY THE PRELIMINARY / FINAL PLAT OF THE VILLAS AT ASHLAND FARM RECORDED AS DOCUMENT NUMBER 2006R00328. THERE IS AN ADDITIONAL 5 FOOT WIDE EASEMENT DEDICATED FOR THE PURPOSE OF PUBLIC SIDEWALK AND UTILITIES ADJOINING THE NORTH LINE OF THE ABOVE 10 FOOT WIDE EASEMENT BY THE REPLAT OF THE VILLAS AT ASHLAND FARM RECORDED AS DOCUMENT 2008R27768. THE COMBINED 15 FOOT WIDTH OF THESE EASEMENTS IS GRANTED TO THE CHAMPAIGN PARK DISTRICT BY DOCUMENT NUMBER XXXXXXXX FOR ACCESS AND MAINTENANCE FOR IMPROVEMENTS WITHIN THE EASEMENT AREA.
- THE LOCATION FOR THE PROPOSED 15-FOOT WIDE WATER MAIN EASEMENT SHOWN ON THE ATTACHED PLAT IS BASED ON AN AS-BUILT DRAWING PROVIDED BY ILLINOIS AMERICAN WATER COMPANY.
- THE LOCATIONS FOR THE EXISTING 10-FOOT WIDE UNDERGROUND ELECTRIC AND GAS MAIN EASEMENTS ARE PER EASEMENTS RECORDED AS DOCUMENT NUMBER 2013R14409 (UNDERGROUND ELECTRIC) AND DOCUMENT NUMBER 2013R14410 (GAS). ACCORDING TO THE DOCUMENTS THE EASEMENTS ARE CENTERED ON THE UNDERGROUND ELECTRIC AND GAS LINES AS INSTALLED. THESE EASEMENTS ARE SHOWN FOR REFERENCE AND ARE APPROXIMATE IN LOCATION BASED ON THE LOCATION OF ABOVE GROUND UTILITY APPURTENANCES AND LIMITED FIELD MARKINGS.
- DOCUMENTS AND SURVEYS USED IN THE PREPARATION OF THIS SURVEY AS FOLLOWS
 - A QUIT CLAIM DEED RECORDED AS DOCUMENT NUMBER 2018R07019.
 - THE PRELIMINARY/FINAL PLAT OF THE VILLAS AT ASHLAND FARM RECORDED AS DOCUMENT NUMBER 2006R00328.
 - THE REPLAT OF LOT 101 OF THE VILLAS AT ASHLAND FARM RECORDED AS DOCUMENT NUMBER 2008R27768.
 - EXHIBIT "G" TO THE VILLAS AT ASHLAND FARM CONDOMINIUM DECLARATION RECORDED AS DOCUMENT NUMBER 2007R14718.

DRAINAGE STATEMENT

TO THE BEST OF OUR KNOWLEDGE AND BELIEF PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS ARE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM.

AGENT FOR VALHALLA HOUSING PROPERTIES, LTD. DATE

PATRICK J. MOONE DATE
ILLINOIS PROFESSIONAL ENGINEER NO. 062-049972



SURVEYOR'S DECLARATION:

I, WESLEY J. MEYERS, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2803, DO HEREBY STATE THAT AT THE REQUEST OF VALHALLA PROPERTIES, LTD., I HAVE CAUSED A SURVEY TO BE MADE AND A PLAT TO BE DRAWN UNDER MY DIRECT SUPERVISION OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LEGAL DESCRIPTION FOR LOTS 200 AND 201:

SITUATED IN THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 101 IN THE REPLAT OF THE VILLAS AT ASHLAND FARM, BEING A PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES NEW LOTS 200, 201 AND OUTLOT 202 ARE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

A PART OF THE WEST ONE-HALF OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 101 IN THE REPLAT OF THE VILLAS AT ASHLAND FARM RECORDED AS DOCUMENT NUMBER 2008R27768 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, SAID SOUTHEAST CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH NEIL STREET. FROM SAID POINT OF BEGINNING, THENCE NORTH 89 DEGREES 25 MINUTES 43 SECONDS WEST 797.33 FEET ALONG THE SOUTH LINE OF SAID LOT 101 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 33 MINUTES 11 SECONDS WEST 180.30 FEET ALONG THE WEST LINE OF SAID LOT 101; THENCE SOUTH 89 DEGREES 28 MINUTES 13 SECONDS WEST 81.33 FEET ALONG SAID WEST LINE OF SAID LOT 101; THENCE NORTH 00 DEGREES 47 MINUTES 36 SECONDS WEST 503.67 FEET ALONG SAID WEST LINE OF LOT 101 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 12 MINUTES 24 SECONDS EAST 161.44 FEET ALONG THE NORTH LINE OF SAID LOT 101; THENCE SOUTH 45 DEGREES 47 MINUTES 36 SECONDS EAST 81.91 FEET ALONG THE NORTH LINE OF SAID LOT 101; THENCE NORTH 89 DEGREES 12 MINUTES 24 SECONDS EAST 288.00 FEET ALONG THE NORTH LINE OF SAID LOT 101; THENCE NORTH 00 DEGREES 47 MINUTES 36 SECONDS WEST 16.14 FEET ALONG THE NORTH LINE OF SAID LOT 101; THENCE NORTH 89 DEGREES 13 MINUTES 51 SECONDS EAST 369.07 FEET ALONG THE NORTH LINE OF SAID LOT 101 TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH NEIL STREET; THENCE SOUTHERLY 117.47 FEET ALONG THE EAST LINE OF SAID LOT 101 AND WEST RIGHT-OF-WAY LINE OF NORTH NEIL STREET ALONG THE ARC OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 4,967.00 FEET AND THE 117.47 FOOT CHORD OF SAID ARC BEARS SOUTH 01 DEGREE 26 MINUTES 16 SECONDS EAST; THENCE SOUTH 00 DEGREES 47 MINUTES 05 SECONDS EAST 543.93 FEET ALONG THE EAST LINE OF SAID LOT 101 AND WEST RIGHT-OF-WAY LINE OF NORTH NEIL STREET TO THE POINT OF BEGINNING, CONTAINING 12.85 ACRES, MORE OR LESS.

FARNSWORTH GROUP, INC.
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821



BY: WESLEY J. MEYERS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2803

DATE: EXP. DATE: 11-30-2022
DESIGN FIRM REGISTRATION NO. 184-001856

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

ENGINEER/SURVEYOR

FARNSWORTH GROUP, INC.
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-7408

OWNER/DEVELOPER

VALHALLA HOUSING PROPERTIES, LTD.
505 S. FRONT STREET, 10TH FLOOR
COLUMBUS, OHIO 43215

BY: AGENT FOR VALHALLA HOUSING PROPERTIES, LTD.

DATE:

APPROVED:

THE CITY COUNCIL OF THE CITY OF CHAMPAIGN,
ILLINOIS IN ACCORDANCE WITH COUNCIL

BILL NO. _____

DATE: _____

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM:

BY: _____
ASSISTANT CITY ATTORNEY

Farnsworth
GROUP
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE # DATE DESCRIPTION

PROJECT
WODA PARKER GLEN

THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM

City of Champaign, Illinois
DATE: 05/13/2021
DESIGNED: WJM
DRAWN: PDM
REVIEWED: PJM
FIELD BOOK NO.: CHA 147/55

MINOR SUBDIVISION PLAT

SHEET NUMBER
2
OF 2

PERMANENT EASEMENT

(2605 JT Coffman Dr., Champaign)

THE GRANTOR, the CITY OF CHAMPAIGN, in the County of Champaign and State of Illinois, for and in consideration of One Dollar (\$1.00) in hand paid and other good and valuable consideration, and the conditions and agreements hereinafter contained, hereby give, grant, and convey to the GRANTEE, THE CHAMPAIGN PARK DISTRICT, an Illinois Municipal Corporation, of the City of Champaign, a permanent, perpetual and non-exclusive easement for ingress and egress only together with the privilege, right and authority to work, erect, construct, install and/or lay, and thereafter use, operate, inspect, repair, maintain, replace, and conduct all activities necessary for the construction of trail improvements (hereinafter "Improvements"), and appurtenances to any of the same, located upon or adjacent to, over, under, across and through the land of the GRANTOR(S), which part shall hereinafter be referred to as the "Easement Area" described as follows:

COMMON ADDRESS: 2605 JT Coffman Dr., Champaign, Illinois, 61822

PERMANENT PARCEL NO: 41-14-36-326-035

LEGAL DESCRIPTION:

The part of the tract being granted for a permanent easement is depicted on the attached plat and is more particularly described as follows:

Lot 101 of the Villas at Ashland Farms Replat, recorded as Document Number 2008R27768 on November 3, 2008 at the Champaign County Recorder's Office, encompassing 12.85 acres, more or less, situated in Champaign County, Illinois. all situated in the City of Champaign, County of Champaign, and State of Illinois.

Together with the right of ingress and egress over adjacent land of the GRANTOR for purposes of the easement.

In consideration of the grant of easement herein contained, the parties hereby agree to the following terms and conditions:

1. That the GRANTOR shall retain all rights not herein granted, to the ownership, use and occupation of the above described Easement Area. The GRANTOR shall not place anything or allow anything to be placed or parked with their permission, within the easement area without prior authorization by the GRANTEE, including structures, obstacles, obstructions, furniture, vehicles, fences, trees, bushes, shrubs, plants, gardens, machinery, supplies, etc. The GRANTOR shall not deny or impair the GRANTEE or its contractors access thereto for purposes of construction, maintenance, repair or replacement of the Improvements. During the period of

construction or maintenance of the Improvements, the GRANTEE shall have the exclusive use of the easement area for any and all construction and maintenance work.

2. That all materials, equipment, tools, supplies and apparatus used in the construction and/or maintenance of the Improvements and all surplus soil and debris excavated in the course of the maintenance or construction of the Improvement, may be transported to or from and be used upon the site of said construction work, on and across the Easement Area, and over the remainder of the GRANTOR's property in a reasonable working space adjacent to the work being performed. GRANTOR shall not restrict or impede GRANTEE or its contractor access to, ingress to or egress from the Improvements.

3. That the GRANTEE, or its contractor, if reasonable, shall refill the excavations so that the surface of the Easement Area adjacent to the Improvements shall be restored to the approximate level and condition existing at the place of the construction before the easement thereof and shall remove from the above-described real estate all surplus soil and debris resulting from said construction work. The "approximate elevation" shall be interpreted to mean such elevations as will provide drainage and usefulness comparable to or better than that now existing.

4. The GRANTEE, or its contractor, in consideration of the granting of this easement and as a condition of such grant, will repair or replace to conform as nearly to the original condition as is reasonable, at no cost to the GRANTOR, any fence, driveway or sidewalk that is damaged, destroyed or disturbed during the construction of said Improvements. If the original surface condition was that of a grassy area, then the GRANTEE, or its contractor, shall prepare such surface area for reseeding with grass, and shall reseed the area disturbed by the construction. The GRANTOR shall be responsible for any watering of the reseeded area.

5. That the GRANTOR shall be privileged to remove any structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the Easement Area, prior to the construction of the said Improvements. The GRANTEE may remove small portable structures, sod, rock, gravel, trees, signs, parking directional equipment or signage, bushes, shrubs and plants of any kind which are on any part of the easement area during the construction, replacement or maintenance of the Improvements and GRANTEE shall not be obligated to replace small portable structures, trees, bushes, shrubs and plants of any kind, or any portion of the Easement Area which may be removed or damaged.

6. Consideration herein shall be full payment for any damages to the GRANTOR's land, or successors and assigns, by reason of the construction, improvement or repairs of the Improvements.

7. In the event that the GRANTEE shall ever abandon or stop using the easement, then in such event GRANTEE shall, unless directed otherwise by GRANTOR, at its sole cost and expense, remove the Improvements it made to the Easement Area and return the area said easement was onto substantially the same condition it was in prior to the granting of the easement.

8. That as long as this easement shall remain in full force and effect GRANTEE shall provide and make all maintenance and repairs which are necessary for the upkeep of the paved portion of the easement.

9. That time shall be of the essence of this easement and that the terms and conditions hereof shall extend to and be obligatory upon the GRANTOR, its successors and assigns and upon the GRANTEE and its successor, assigns and contractors until the construction of the Improvement has been completed.

WITNESS our hands and seals as set forth below.

GRANTOR

Approved as to form:

City of Champaign, Illinois, a Municipal Corporation

By: _____

Assistant City Attorney

Date: _____

By: _____

City Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this ____ day of _____, 2021.

Notary Public

GRANTEE

Champaign Park District, an Illinois Municipal Corporation

Date: _____

By: _____
Signature

Print Name

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this ____ day of _____, 2021.

Notary Public