



**CHAMPAIGN
PARK DISTRICT**

AGENDA

SPECIAL BOARD MEETING

Bresnan Meeting Center

706 Kenwood Road

Champaign, Illinois

Wednesday, May 24, 2023

5:30 p.m.

A. CALL TO ORDER

B. PRESENTATION

1. OpenGov – Software Presentation

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

D. CONSENT AGENDA

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

1. Approval of the Minutes of the Executive Session, April 26, 2023

E. NEW BUSINESS

1. Approval of Amendment to License Agreement with the City of Champaign for Skelton Park
2. Approval of Intergovernmental Agreement with the City of Champaign for Skelton Park
3. Approval of Amendment to Agreement with Visit Champaign County Now Known as Experience Champaign Urbana
4. Approval of Accepting Bid for Lights at Porter Park Parking Lot
Staff recommends accepting the low, responsible base bid from SELS USA, LLC and authorizing the Executive Director to enter into a purchase for \$29,942.00.
5. Approval for Moving Forward with BS&A Cloud Software
Staff recommends the Board authorize the Executive Director to accept the quote for services and pay the first installment in the amount of \$9,075.00 to secure the Park District's place in the implementation schedule with the total out of pocket not to exceed \$57,625.00 for upgrade, implementation, and training.
6. Approval of Intergovernmental Agreement (IGA) with Champaign County Clerk for Election Boxes
Staff recommends approval of a two-year extension of the IGA with the County Clerk's office for its ballot boxes in Centennial and Douglass Parks through June of 2025.
7. Approval of a Resolution on Forming the Local Government Efficiency Committee
Staff recommends approval of a resolution on forming the Local Government Efficiency Committee.
8. Approval to Accept Proposal for 2023-2025 Auditing Services with an option to extend for an additional three-year term
Staff recommends the Board accept the quote for auditing services from Lauterbach & Amen, LLP and authorize the Executive Director to enter into the initial contract term of three (3) years (or FYE23-25) in the amount of \$123,100.00, with the option to extend for an additional three (3) years (or FYE26-28) in the amount of \$138,600.00.

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.

F. DISCUSSION ITEMS

1. Park and Recreational Facility Construction (PARC) Grant Application for Prairie Farm Shelter
2. Board Meeting Format

G. COMMENTS FROM COMMISSIONERS

H. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Par. 120/2(c)(2) collective negotiating matters involving the public body.

I. RETURN TO REGULAR MEETING

J. ADJOURN



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: May 16, 2023

SUBJECT: Supplemental Information for OpenGov Presentation

Background

Staff currently use software to prepare the budget book, that is not very intuitive or user friendly. The process was more evident this past year as new staff were trained in the process of updating the documents. While staff did complete the budget in April, the earliest time ever, it became clear that a new process was necessary. Since early Spring, staff have reviewed multiple budgeting software systems that integrate directly with BS&A. One of the systems set itself apart from other vendors due to its ability to directly link strategic plan goals as part of the budget input process. The system also allows the data to sync with BS&A in real-time, to allow for timelier budget-to-actual reporting in the same format as the budget book is prepared. The software is cloud-based to allow for unlimited users.

Prior Board Action

None.

Budget Impact

The cost of the software implementation was included in the FYE2024 approved budget.

OpenGov Proposal				
Subscription Year	Months	Software	Professional Services	Annual Total
May 1, 2023 - April 30, 2024	12	\$17,910	\$29,260	\$47,170
May 1, 2024 - April 30, 2025	12	\$30,493	\$21,660	\$52,153
May 1, 2025 - April 30, 2026	12	\$32,018		\$32,018

Discussion

Staff will recommend Board approval of an agreement with OpenGov 6/10/23 Regular Board meeting and to authorize the Executive Director to execute the agreement pending Legal review.

Prepared by:
Andrea N. Wallace, CPA
Director of Finance

Reviewed by:
Sarah Sandquist, CPRE
Executive Director

5/16/91

AN AGREEMENT

BETWEEN THE CITY OF CHAMPAIGN, ILLINOIS
AND THE
CHAMPAIGN PARK DISTRICT
(Concerning the Use of the Southeast Corner of
First Street and Washington Street)

THIS AGREEMENT is made and entered into this 15th day of July, 1991, by and between the Champaign Park District, a municipal corporation, and the City of Champaign, Illinois, a municipal corporation.

As a result of negotiations between the Champaign Park District ("Park District") and the City of Champaign ("City") (collectively "the Parties"), the Parties agree upon the following facts:

The City has acquired a contract to purchase real estate described in Exhibit "A" and commonly known as the southeast corner of First Street and Washington Street, Champaign, Illinois. The City may need this property for storm drainage projects and for other municipal purposes in the future. The Park District intends to improve said real estate, with landscaping for park purposes, including ornamental landscaping.

NOW, THEREFORE, in consideration of the above stated facts and the benefits to the Parties resulting from the execution of this Agreement, the Parties hereby covenant and agree with each other as follows:

Section 1. Upon completion of the City's construction of its improvement to the First and Washington intersection, this agreement shall constitute a grant to the Park District of a license solely for use for park purposes, including ornamental landscaping, on the real estate described in

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Exhibit "A", commonly known as the southeast corner of First Street and Washington Street, Champaign, Illinois ("Licensed Property").

Section 2. The license granted in Section 1 is given only to the Park District and may not be assigned or transferred. The said license shall not be construed to create any vested right to renewal or continuation, except as herein provided.

Section 3. The City, at its sole expense, shall clear or cause to be cleared all structures, demolition debris, gravel driveway material, concrete pads and walks from the Licensed Property. The City, at its sole expense, shall grade the Licensed Property to its current elevation. The Park District shall seed with grass or plant other ornamental landscaping on the Licensed Property as it deems appropriate at its sole expense. The Park District, at its sole expense, shall maintain and supervise the Licensed Property with the same degree of quality and care as the other real estate the Park District uses for park purposes, including ornamental landscaping; provided, however, that the Park District shall have no responsibility for maintaining that portion of the property within the banks of the Boneyard Creek or the flow of the Boneyard Creek.

Section 4. To the extent authorized by law, and notwithstanding this License Agreement, the City will maintain the stream banks and stream flow of the Boneyard Creek across this property to the extent it deems appropriate. It may enter the property and take any action reasonably necessary on this property in order to maintain or improve the Boneyard Creek and its banks and flows. The City shall attempt to minimize any

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disturbance of grass and other ornamental plantings located on the property while performing such work.

Section 5. Any landscaping or other improvements (including fill, grading, and signs) made to or placed on the Licensed Property shall be done in accordance with plans acceptable to the City. The City Manager or the City Manager's designee shall make the determination whether the plans are acceptable, but only after consultation with the Park District's General Manager or the General Manager's designee.

Section 6. The license granted by this Agreement shall continue for an indefinite duration but may be revoked by the City at any time as to the Licensed Property, in accordance with the provisions contained in this Section. Ninety (90) days after the passage of an ordinance or resolution by the City Council of the City stating that this Agreement and the license granted by this Agreement are terminated and no longer in effect as to the Licensed Property, or any portion of the Licensed Property, this Agreement and the said license shall be terminated and no longer effective as to the Licensed Property or any portion of the Licensed Property described in such ordinance or resolution. Within ninety (90) days after the Park District receives written notice from the City of the passage of such an ordinance or resolution, the Park District, at its sole expense, shall remove any and all improvements (including signs, walls, sidewalks and trees) from the Licensed Property or portion of the Licensed Property described in such ordinance or resolution as required by the City Manager or City Manager's designee to meet the needs of the City. The passage of such an ordinance or resolution shall be at the sole discretion of the City Council. In the event such an

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ordinance or resolution describes a portion of the Licensed Property, this Agreement shall remain in effect as to the remainder of the Licensed Property not described in such ordinance or resolution and the license granted by this Agreement may be revoked as to all or any portion of the remainder of the Licensed Property in accordance with the provisions contained in this Section. This Agreement and the license granted by this Agreement may be terminated by the Park District at any time upon at least ninety (90) days written notice to the City that the Park District elects to terminate this Agreement as of the date specified in said notice. In the event the Park District elects to terminate this Agreement, the Park District, at its sole expense, shall remove within ninety (90) days after the City receives said written notice, any and all improvements, including signs, walls, sidewalks and trees, from the Licensed Property as required by the City Manager or the City Manager's designee or desired by the Park District.

Section 6. Notwithstanding any other term of this Agreement and regardless of any insurance carried by the Park District for the benefit of the City, the Park District hereby waives and releases the City from and agrees that the City shall not be liable for, and agrees to indemnify and hold the City (including all of its agents, officers and employees) harmless against any loss or damage to property or any injury to or death of any person occurring on or about or resulting from the Licensed Property, unless caused by the sole negligence or wilful misconduct of the City or its agents, officers or employees. Notwithstanding any other term of this Agreement and regardless of any insurance carried by the Park District for

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the benefit of the City, the Park District shall protect, defend, indemnify and save harmless the City and its officers, employees and agents against and from any and all liabilities, damages, suits, actions, claims, demands, losses, expenses, attorney's fees, and costs of every kind and nature incurred by or asserted or imposed against the City or its officers, employees or agents, or any of them, by reason of any accident, injury (including death), or damage to any person or property however caused (other than by the sole negligence or wilful misconduct of the City or its officers, employees or agents) resulting from, arising out of or in connection with any use, non-use, possession, occupation, existence, condition, operation, design, construction, maintenance or management of or on, or in connection with the Licensed Property or any part of the Licensed Property.

Section 7. The Park District shall maintain, at its sole expense, for so long as the license granted by this Agreement remains effective as to the Licensed Property or any portion of the Licensed Property, public liability and property damage insurance which names the City as an additional insured. This insurance shall be in at least the following amounts:

\$1,000,000.00 combined single limit/bodily injury or death

\$300,000.00 combined single limit/property damage

The Park District shall file with the City Clerk a current certificate of insurance evidencing such coverage at the inception of the said license and annually thereafter as such insurance coverage is renewed.

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IN WITNESS of this Agreement, the parties hereto set their hands and seals and execute this Agreement the date and year first above written.

CITY OF CHAMPAIGN, ILLINOIS

CHAMPAIGN PARK DISTRICT

By: Paul A. Berg
Acting City Manager

By: D. D. Bunn
President

ATTEST: Marilyn L. Burke
City Clerk

ATTEST: French L. Fahn
Secretary

(SEAL)

(SEAL)

PREPARED BY:
Legal Department
102 North Neil Street
Champaign, IL 61820
(217) 351-4471

5/16/91

EXHIBIT "A"**Legal Description of Licensed Property:**

Lot 9 and the West half of Lot 8, being all of Lot 8 lying west of the Boneyard, all in a subdivision of the North half of Lot 2 of the Southwest 1/4 of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, situated in the City of Champaign, in Champaign County, Illinois, except that portion platted by the City as right-of-way as shown on Exhibit "B" attached.

AN AMENDMENT TO AN AGREEMENT
BETWEEN THE CITY OF CHAMPAIGN, ILLINOIS
AND THE
CHAMPAIGN PARK DISTRICT
(Concerning the Use of the Southeast Corner of
First Street and Washington Street)

THIS AMENDMENT to Agreement (hereinafter referred to as, "Amendment") is made and entered into this ___ day of _____, 2023, by and between the Champaign Park District, a municipal corporation ("Park District"), and the City of Champaign, Illinois, a municipal corporation ("City").

WHEREAS, Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provide for and enable the Park District and City to enter into cooperative agreements between themselves;

WHEREAS, the City and Park District have entered into agreements relative to the Boneyard Creek since 1994;

WHEREAS, in 1991 the City purchased from the Park District the property known as Skelton Park, which is located at the southeast corner of First Street and Washington Street in Champaign, Illinois;

WHEREAS, on July 15, 1991, the City granted a License ("1991 License"), which authorized the Park District to use Skelton Park for park purposes, including ornamental landscaping;

WHEREAS, the City retained ownership of Skelton Park because it anticipated that the subject property would be needed for future stormwater drainage and detention purposes;

WHEREAS, the City is entering into Phase B of the Boneyard North Branch Project;

WHEREAS, the City and Park District have a mutual interest in making improvements to Skelton Park for public purposes;

WHEREAS, the City and Park District have entered into a separate and distinct Intergovernmental Agreement for certain improvements to Skelton Park which will be managed by the Park District and is authorized under the existing 1991 License;

WHEREAS, the City has agreed to reimburse the Park District for project costs related to construction of the Boneyard Creek multi-purpose trail, sidewalk and improvements, and a bioswale; and

WHEREAS, in conjunction with the Skelton Park Project ("Project") the City and Park District have determined that the 1991 License should be amended in part to address the terms and conditions of such 1991 License to govern the continuation of the relationship between the City and Park District pursuant thereto.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Park District hereby amend the 1991 License as set forth herein and agree in all other respects that the 1991 License shall remain in effect except where superseded hereby as follows:

Section 1: Skelton Park Project. Park District shall manage the improvements to be performed at Skelton Park which are authorized under the 1991 License and the separate Intergovernmental Agreement. The Skelton Park Project (“Project”) consists of several components as depicted in the Site Plan attached as Exhibit A. Construction of the Project shall be undertaken pursuant to a separate Intergovernmental Agreement (“IGA”) between the City and Park District, as well as agreements between the Park District and Visit Champaign County, a not-for-profit corporation (“VCC”), and third-party contractors. Pursuant to this Amendment, and during the term of the 1991 License, the Park District, at its sole expense shall continue to maintain and supervise Skelton Park with the same degree of quality care as other real estate the Park District uses for park purposes, including ornamental landscaping, the multi-use trail, and sidewalks internal to the park location, ~~specifically excluding any perimeter sidewalks, owned, controlled, or maintained by the City.~~ The Park District shall have no construction, operational or maintenance responsibility for ~~any bioswale or~~ property within the banks of the Boneyard Creek, or the flow of such creek. The construction of the bioswale by the Park District is governed by an Intergovernmental Agreement. Upon completion of construction, the Park District shall have no operational or maintenance responsibility for any bioswale at Skelton Park. Any responsibilities regarding the Project in Skelton Park not otherwise set forth herein and that do not constitute maintenance and supervision of the Licensed Area for park purposes, are and shall remain the responsibilities of the City.

Section 2: Term. Pursuant to Section 6 of the 1991 License, that Agreement and this Amendment shall continue according to the terms thereof, provided that, because of the improvements undertaken, the Park District’s obligation to remove improvements shall be limited to signage, if any, and any structures or improvements owned by the Park District, upon request of the City.

Section 3: Indemnification. The duplicate Section 6 starting on page 4 of the License Agreement regarding **indemnification** shall be replaced and amended by the following terms: Notwithstanding any other term of this Agreement and regardless of any insurance obtained by the Park District for the benefit of the City, the Park District hereby waives, releases, and shall protect and defend the City and acknowledges that the City shall not be liable for, and the Park District shall indemnify and hold the City (including all of its agents, officers and employees) harmless from any and all loss, liabilities, damages, suits, actions, claims, demands, expenses, attorney’s fees, and costs of every kind and nature incurred by or asserted or imposed against the City or its agents, officers and employees during or after the completion of the Project and through the use of the Licensed Premises arising out of or in connection with any use, non-use, possession, occupation, existence, condition, operation, design, construction, maintenance, or management of or on or in connection with the Park District’s Licensed Premises, with the exception of the bioswale, banks of the Boneyard Creek, or flow of such creek, ~~owned and maintained portion of improvements~~ by reason of any accident, injury including death, or damage to any person or property however caused, other than by the sole negligence or willful misconduct of the City or its officers, employees or agents.

Notwithstanding any other term of this Agreement and regardless of any insurance obtained by the City for the benefit of the Park District, the City hereby waives, releases, and shall protect and defend the Park District and acknowledges that the Park District shall not be liable for, and the City shall indemnify and hold the Park District (including all of its commissioners, officers, employees, agents, representatives, and volunteers) harmless from any and all loss, liabilities, damages, suits, actions, claims, demands, expenses, attorney’s fees, and costs of every kind and nature incurred by or asserted or imposed against the Park District or its commissioners, officers, employees, agents, representatives, and volunteers during or after the completion of the Project arising out of or in connection with any use, non-use, possession, occupation, existence, condition, operation, design, construction, maintenance, or management of or on or in connection with the bioswale, banks of the Boneyard Creek, or flow of such creek, or the City-owned and maintained perimeter sidewalks, ~~City owned and maintained portion of improvements~~ by reason of any accident, injury including death, or damage to any person or property however caused, other than by the sole negligence or willful

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misconduct of the Park District or its commissioners, officers, employees, agents, representatives, and volunteers.

Section 8: Stormwater Utility Fees. In recognition of the purpose of this Agreement, in no event shall the Park District ever be obligated for or assessed any stormwater utility fee or other similar fee or charge regarding the area and park which are the subject of this Agreement.

Section 9: Notice. Any notices or other communication required or permitted under this Agreement shall be in writing and shall be (a) personally delivered requiring a signed receipt, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) sent by overnight delivery to the address of the respective Party set forth herein utilizing a reputable courier. Such notice or communication shall be deemed given (i) if sent by personal delivery when delivered in person, (ii) if sent by certified or registered United States mail, four (4) days following deposit in the United States mail, or (iii) if sent by overnight delivery utilizing a reputable courier two (2) days following placement with such courier. Notice of change of address shall be given by written notice in the manner detailed in this Section. Unless otherwise agreed to in writing, any notice pursuant to this Agreement shall be sent to the following:

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

City of Champaign
City Manager
102 N. Neil St.
Champaign, IL 61820

With a copy to
Planning & Development Director
Same address as above

With a copy to
legaldepartment@champaignil.gov

Section 10. Assignment. This Agreement shall not be assigned or delegated by either Party to any subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of the other Party which shall not be unreasonably withheld.

Section 11. Applicable Law and Venue. The Parties shall comply with all applicable federal, state and local statutes, rules, regulations, and ordinances with regard to the performance of carrying out of the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

Section 12. Severability. In the event one or more of the provisions contained in this Agreement shall be determined by court of law having appropriate jurisdiction 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 remain in effect.

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

Section 14. Counterparts. This Agreement shall be executed in any number of counterparts, each of which shall be deemed to be an original.

Section 15. Entire Agreement and Amendment. The 1991 License, this Amendment 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 of this Agreement, the Parties hereto set their hands and seals and executed this Agreement effective as of the day and year above written.

CITY OF CHAMPAIGN

CHAMPAIGN PARK DISTRICT

City Manager

President

ATTEST:

ATTEST:

City Clerk

Secretary

(SEAL)

(SEAL)

APPROVED AS TO FORM FOR CITY:

APPROVED AS TO FORM FOR PARK DISTRICT

City Attorney

Its Attorney

INTERGOVERNMENTAL AGREEMENT

(Boneyard North Branch - Skelton Park - Champaign Park District)

This Intergovernmental Agreement (“Agreement”) is entered into on the date it is fully executed, by and between the CITY OF CHAMPAIGN, ILLINOIS, a municipal corporation (“City”) and CHAMPAIGN PARK DISTRICT, a municipal corporation (“Park District”).

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provide for and enable the parties to enter into cooperative agreements among themselves.

WHEREAS, the City and the Park District have entered into agreements relative to the Boneyard Creek since 1994.

WHEREAS, in 1991, the City purchased from the Park District the property known as Skelton Park, which is located at the southeast corner of First Street and Washington Street in Champaign, Illinois.

WHEREAS, on July 15, 1991, the City granted a license (“1991 License”), which authorized the Park District to use Skelton Park for park purposes, including ornamental landscaping.

WHEREAS, the City retained ownership of Skelton Park because it anticipated the subject property would be needed for future stormwater drainage and detention purposes.

WHEREAS, the City is entering into Phases B and C of the Boneyard North Branch Project.

WHEREAS, the City and the Park District have a mutual interest in making improvements to Skelton Park for public purposes.

WHEREAS, ~~the certain~~ improvements as described herein at Skelton Park will be managed by the Park District and ~~is are~~ authorized under the existing License.

WHEREAS, the City agrees to reimburse the Park District for costs related to construction of a Boneyard Creek multi-purpose trail, sidewalk improvements, and a bioswale.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **Skelton Park Project.** The Park District shall manage the improvements to be performed at Skelton Park, which are authorized under the License and this Agreement. The Skelton Park Project (“Project”) is consists of several components as depicted in the Site Plan attached as **Exhibit A**. The City Engineer shall monitor the progress of the work in compliance with the Champaign Municipal Code and usual and customary practices.

2. **City Reimbursement.**

- A. The Park District shall be solely responsible for making all payments to contractors for the work performed on the Project, subject to a right of reimbursement from the City for certain costs as provided below and advance payment from the Visit Champaign County, Illinois not-for-profit corporation of not less than \$305,000.00.
- B. The City shall reimburse the Park District for the City's share of the actual cost of construction, which is estimated at \$155,000, and represents ~~the-an~~ estimated of costs for construction of a Boneyard Creek multi-purpose trail, sidewalk improvements, lighting, and a bioswale at Skelton Park. The overall cost estimate for the Project cost of construction is \$460,000. The City shall pay the Park District within forty-five (45) days of receipt of a request for reimbursement for approved costs. In the event that the actual costs exceed \$155,000, then depending on the amount over \$155,000, the additional costs may be authorized administratively through a change order pursuant to the City's purchasing ordinance or presented to the City Council for subsequent Council approval.
- C. In the event that bids for the Project are 30% or more higher than the \$460,000 overall estimated cost, then this Agreement may be terminated by the City for any such higher amount over \$155,000. As the entity overseeing the Project and entering into contracts for such Project, the Park District shall have the right to accept or reject any and all bids pursuant to its procedures and bidding requirements as it shall solely determine. In advance of any termination, the City and the Park District shall meet and confer in good faith regarding the Project and this Agreement, and any amendments, modifications, or adjustments thereto.

3. **Term.** This Agreement shall terminate upon completion of the Project improvements and payment of the reimbursement described herein or any amendments hereto. Any matters related to the terms of the 1991 License and any amendments thereto shall be addressed by the City and Park District. ~~except those covenants which survive termination.~~

4. **Compliance with Law.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and permit requirements pertaining to the completion of the Project.

5. **Maintenance.** The financial commitment contained herein shall not be deemed to create a partnership, joint venture, or other formal or informal relationship between the parties to this Agreement other than as set forth herein. No ownership interest will transfer upon completion of this Project. Pursuant to the terms of the 1991 License and any amendments thereto, ~~and surviving termination of this Agreement,~~ the Park District, at its sole expense, shall continue to maintain and supervise Skelton Park with the same degree of quality care as ~~the~~ other real estate the Park District uses for park purposes, including ornamental landscaping, the multi-use trail, and sidewalks. However, the Park District shall continue to have no maintenance responsibility for the bioswale, property within the banks of the Boneyard Creek, or the flow of the Boneyard Creek.

6. **Liability.** Each party shall be solely responsible and liable for any and all claims, at law or equity, arising out of or resulting from any activities performed in connection with their specific obligations under this Agreement, except for claims solely attributable to the negligence of the other party or that other party's officials, employees, or agents. Nothing herein shall impact the protections

afforded the parties under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

7. **Severability, ~~Recordation.~~** Any provision of this Agreement that is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. ~~This Agreement shall be recorded by the City in the land records of Champaign County, Illinois.~~

8. **Merger ~~and Recordation.~~** Except as otherwise provided in the 1991 License and any amendments thereto, This Agreement contains all of the terms and conditions relating to the agreement of the parties and no oral representations, covenants, or agreements exist between the parties other than those stated herein. ~~The Park District shall record this Agreement to run with the land.~~

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

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

10. **Notice.** Any notices or other communication required or permitted under this Agreement shall be in writing and shall be (a) personally delivered requiring a signed receipt, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) sent by overnight delivery to the address of the respective Party set forth herein utilizing a reputable courier. Such notice or communication shall be deemed given (i) if sent by personal delivery when delivered in person, (ii) if sent by certified or registered United States mail, four (4) days following deposit in the United States mail, or (iii) if sent by overnight delivery utilizing a reputable courier two (2) days following placement with such courier. Notice of change of address shall be given by written notice in the manner detailed in this Section. Unless otherwise agreed to in writing, any notice pursuant to this Agreement shall be sent ~~by first class US Mail~~ to the following:

Champaign Park District
Director
706 Kenwood Rd.
Champaign, IL 61821

City of Champaign
City Manager
102 N. Neil St.
Champaign, IL 61820

With a copy to

Planning & Development Director
Same address as above

With a copy to
legaldepartment@champaignil.gov

11. **Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Facsimile, pdf, or other digital signature (i.e. DocuSign) shall be deemed to have the same effect as an original ink.

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IN WITNESS WHEREOF, the City and the Park District have signed this Agreement to the above terms on the date it is fully executed as indicated below.

CITY OF CHAMPAIGN

CHAMPAIGN PARK DISTRICT

By: _____

By: _____

City Manager

Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Asst. City Attorney

Counsel for Park District

List of Exhibits

A- Site Plan

INTERGOVERNMENTAL AGREEMENT

(Boneyard North Branch - Skelton Park - Champaign Park District)

This Intergovernmental Agreement (“Agreement”) is entered into on the date it is fully executed, by and between the CITY OF CHAMPAIGN, ILLINOIS, a municipal corporation (“City”) and CHAMPAIGN PARK DISTRICT, a municipal corporation (“Park District”).

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provide for and enable the parties to enter into cooperative agreements among themselves.

WHEREAS, the City and the Park District have entered into agreements relative to the Boneyard Creek since 1994.

WHEREAS, in 1991, the City purchased from the Park District the property known as Skelton Park, which is located at the southeast corner of First Street and Washington Street in Champaign, Illinois.

WHEREAS, on July 15, 1991, the City granted a license (“1991 License”), which authorized the Park District to use Skelton Park for park purposes, including ornamental landscaping.

WHEREAS, the City retained ownership of Skelton Park because it anticipated the subject property would be needed for future stormwater drainage and detention purposes.

WHEREAS, the City is entering into Phase B of the Boneyard North Branch Project.

WHEREAS, the City and the Park District have a mutual interest in making improvements to Skelton Park for public purposes.

WHEREAS, certain improvements as described herein at Skelton Park will be managed by the Park District and are authorized under the existing License.

WHEREAS, the City agrees to reimburse the Park District for costs related to construction of a Boneyard Creek multi-purpose trail, sidewalk improvements, and a bioswale.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **Skelton Park Project.** The Park District shall manage the improvements to be performed at Skelton Park, which are authorized under the License and this Agreement. The Skelton Park Project (“Project”) consists of several components as depicted in the Site Plan attached as **Exhibit A**. The City Engineer shall monitor the progress of the work in compliance with the Champaign Municipal Code and usual and customary practices.

2. **City Reimbursement.**

- A. The Park District shall be solely responsible for making all payments to contractors for the work performed on the Project, subject to a right of reimbursement from the City for certain costs as provided below and advance payment from the Visit Champaign County, Illinois not-for-profit corporation of not less than \$305,000.00.
- B. The City shall reimburse the Park District for the City's share of the actual cost of construction, which is estimated at \$155,000, and represents an estimate of costs for construction of a Boneyard Creek multi-purpose trail, sidewalk improvements, lighting, and a bioswale at Skelton Park. The overall cost estimate for the Project cost of construction is \$460,000. The City shall pay the Park District within forty-five (45) days of receipt of a request for reimbursement for approved costs. In the event that the actual costs exceed \$155,000, then depending on the amount over \$155,000, the additional costs may be authorized administratively through a change order pursuant to the City's purchasing ordinance or presented to the City Council for subsequent Council approval.
- C. In the event that bids for the Project are 30% or more higher than the \$460,000 overall estimated cost, then this Agreement may be terminated by the City for any such higher amount over \$155,000. As the entity overseeing the Project and entering into contracts for such Project, the Park District shall have the right to accept or reject any and all bids pursuant to its procedures and bidding requirements as it shall solely determine. In advance of any termination, the City and the Park District shall meet and confer in good faith regarding the Project and this Agreement, and any amendments, modifications, or adjustments thereto.

3. **Term.** This Agreement shall terminate upon completion of the Project improvements and payment of the reimbursement described herein or any amendments hereto. Any matters related to the terms of the 1991 License and any amendments thereto shall be addressed by the City and Park District.

4. **Compliance with Law.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and permit requirements pertaining to the completion of the Project.

5. **Maintenance.** The financial commitment contained herein shall not be deemed to create a partnership, joint venture, or other formal or informal relationship between the parties to this Agreement other than as set forth herein. No ownership interest will transfer upon completion of this Project. Pursuant to the terms of the 1991 License and any amendments thereto, the Park District, at its sole expense, shall continue to maintain and supervise Skelton Park with the same degree of quality care as other real estate the Park District uses for park purposes, including ornamental landscaping, the multi-use trail, and sidewalks. However, the Park District shall continue to have no maintenance responsibility for the bioswale, property within the banks of the Boneyard Creek, or the flow of the Boneyard Creek.

6. **Liability.** Each party shall be solely responsible and liable for any and all claims, at law or equity, arising out of or resulting from any activities performed in connection with their specific obligations under this Agreement, except for claims solely attributable to the negligence of the other party or that other party's officials, employees, or agents. Nothing herein shall impact the protections

afforded the parties under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

7. **Severability.** Any provision of this Agreement that is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

8. **Merger.** Except as otherwise provided in the 1991 License and any amendments thereto, this Agreement contains all of the terms and conditions relating to the agreement of the parties and no oral representations, covenants, or agreements exist between the parties other than those stated herein.

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

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

10. **Notice.** Any notices or other communication required or permitted under this Agreement shall be in writing and shall be (a) personally delivered requiring a signed receipt, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) sent by overnight delivery to the address of the respective Party set forth herein utilizing a reputable courier. Such notice or communication shall be deemed given (i) if sent by personal delivery when delivered in person, (ii) if sent by certified or registered United States mail, four (4) days following deposit in the United States mail, or (iii) if sent by overnight delivery utilizing a reputable courier two (2) days following placement with such courier. Notice of change of address shall be given by written notice in the manner detailed in this Section. Unless otherwise agreed to in writing, any notice pursuant to this Agreement shall be sent to the following:

Champaign Park District
Director
706 Kenwood Rd.
Champaign, IL 61821

City of Champaign
City Manager
102 N. Neil St.
Champaign, IL 61820

With a copy to
Planning & Development Director
Same address as above

With a copy to
legaldepartment@champaignil.gov

11. **Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Facsimile, pdf, or other digital signature (i.e. DocuSign) shall be deemed to have the same effect as an original ink.

IN WITNESS WHEREOF, the City and the Park District have signed this Agreement to the above terms on the date it is fully executed as indicated below.

CITY OF CHAMPAIGN

CHAMPAIGN PARK DISTRICT

By: _____

By: _____

City Manager

Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Asst. City Attorney

Counsel for Park District

List of Exhibits

A- Site Plan

**AMENDMENT TO
AGREEMENT FOR DISPLAY OF SCULPTURE AND REIMBURSEMENT**

This is an Amendment to the Agreement for Display of a Sculpture and Reimbursement for costs and expenses incurred and related to such display by and between the CHAMPAIGN PARK DISTRICT, a municipal corporation of the State of Illinois, located at 706 Kenwood Road, Champaign, IL 61821 (hereinafter referred to as, "Park District") and VISIT CHAMPAIGN COUNTY FOUNDATION, an Illinois not for profit corporation (hereinafter referred to as, "VCC"), located at 17 E. Taylor Street, Champaign, IL 61820, and individually or collectively referred to as "Party" or "Parties", as the case may be, pursuant to, in accordance with, and supplemental to the Agreement effective the date of February 8, 2023, with this Amendment being effective _____, ____, 2023.

WITNESSETH:

Whereas, Park District is a licensee of an area known as Skelton Park in the City of Champaign, Illinois;

Whereas, the licensor and owner of Skelton Park is the City of Champaign, an Illinois municipal corporation (hereinafter referred to as, "City");

Whereas, the Park District and City entered into a license agreement regarding Skelton Park on or about July 15, 1991 and such license remains in effect as of this date;

Whereas, VCC, City, and Park District are interested in undertaking various improvements to Skelton Park to provide dedicated space for and honor African American musicians who have performed or resided in or near Champaign County, Illinois, as well as incorporate structural improvements to the park for the purposes of stormwater management; and

Whereas, VCC and citizens have arranged for the creation of a Preston Jackson sculpture to be erected in Skelton Park, together with further enhancements by the City and Park District in order to beautify the park and recognize the contributions of those African American citizens so honored.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Skelton Park Project Implementation.** The Park District has contracted with Farnsworth Group, Inc. (hereinafter referred to as, "FG") for the development of construction documents related to the revitalization and transformation of Skelton Park, including the installation of a multi-use trail, sidewalk, sculpture and other materials and amenities. FG has completed development of such construction documents, and the Park District is undertaking an Intergovernmental Agreement ("IGA") and Amendment to the License Agreement with the City in order to complete those Skelton Park Project ("Project") elements.

2. **VCC Deposit.** Park District has entered into an agreement with FG to develop plans and documents for Skelton Park pursuant to the original Agreement of February 8, 2023. FG has completed development of those plans and documents. In order for the Project to proceed with the Park District to manage, direct, and administer oversight thereof, VCC shall deposit with the Park District, the amount of Three Hundred Five Thousand Dollars (\$305,000.00). Such amount represents funds from VCC, the Champaign Rotary Club, and Champaign County to be utilized in the construction of the Project. The City of Champaign is to also contribute an amount not less than One Hundred Fifty-five Thousand Dollars (\$155,000.00) for the total estimated Project cost of Four Hundred Sixty Thousand Dollars (\$460,000.00). VCC shall be responsible for any Project cost amounts in excess of Four Hundred Sixty Thousand Dollars (\$460,000.00).

3. **Scope of Construction.** The scope of construction shall be governed by the terms of agreement between the Park District and FG as well as the Park District and the contractor to whom the contract is awarded. VCC may offer suggestions to the Park District and City regarding aesthetic elements of the Project. In the event that bids for construction of the Project exceed the cost estimate, and before the Park District considers rejecting such bid(s), it shall grant VCC the opportunity to propose changes to the Project elements or offer supplemental funding for the Project's completion. VCC shall also have the opportunity to participate in the design of the Project.

4. **Maintenance.** The financial commitment contained herein shall not be deemed to create a partnership, joint venture, or other formal or informal relationship between the Parties to this Agreement. There shall be no transfer of any ownership interest upon completion of the project. The Park District's maintenance obligations at Skelton Park are and shall remain otherwise addressed pursuant to the terms of its 1991 License with the City of Champaign and any amendments thereto. At its sole expense, The Park District shall continue to maintain and supervise Skelton Park with the same degree of quality care as other real estate the Park District uses for park purposes, including, ornamental landscaping, the multi-use trail, sidewalks within the internal dimensions of the park, and recreational features such as, installed musical instruments. VCC Shall be responsible for maintaining the African-American Heritage Trail signage, sculpture, and Hall of Fame Trail.

5. **Notices.** Any notices regarding this Agreement given by either Party shall be in writing and deemed to have been given, delivered or made, as the case may be; (i) when personally hand delivered, or (ii) five (5) business days after having been deposited in the U.S. Mail, certified or registered, return receipt requested, with sufficient postage affixed and prepaid, including a copy sent by regular U.S. mail, or (iii) one (1) business day after having been deposited with an expedited overnight courier service (such as but not limited to: U.S. Express Mail, Federal Express, or United Parcel Service (UPS)), addressed to the party to whom notice is intended to be given at the address set forth below:

If to Park District:
Executive Director
Champaign Park District
706 Kenwood Road
Champaign, IL 61820

If to VCC:
President
Visit Champaign County Foundation
17 E. Taylor Street
Champaign, IL 61820

Any Party may change the address to which its notices are to be sent by giving the other Party written notice of any changes in the manner provided herein, but notice of change of address is effective only upon actual receipt.

6. **Interpretation.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

7. **Venue.** In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

8. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together constitute the Agreement, and may be executed in one or more counterpart signature pages (such as, facsimile or electronic [including without limitation, "pdf", "tif", "jpg", DocuSign or AdobeSign] or other counterpart signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by one of the

Parties; it being acknowledged that both VCC and Park District have substantially and materially contributed to its preparation.

10. **Severability.** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable laws, regulations or court decisions of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but such omissions shall not invalidate the remaining provisions of this Agreement which shall remain in effect.

11. **Entirety of Agreement.** This Amendment together with the Agreement effective February 8, 2023 embodies the entire agreement and understanding between the Parties hereto, and, except as otherwise described herein, there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any alteration, change, or modification of the terms of this Agreement shall not be valid unless made in writing and executed by both Parties hereto.

12. **Time of the Essence.** The Parties shall promptly execute all documents reasonably required herein and undertake such actions to effectuate the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the Park District and VCC have executed this Agreement effective as of the date set forth above.

CHAMPAIGN PARK DISTRICT, an Illinois
municipal corporation

Visit Champaign County Foundation, an
Illinois not for profit corporation

By: _____
Craig W. Hays, President

By: _____
Jayne DeLuce, President

Attest

Attest

By: _____
Jarrod Scheunemann, Board Secretary

By: _____
Brooke Gordon, Secretary



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: May 24, 2023

SUBJECT: Porter Park Parking Lot Solar Lighting

Background

Porter Park currently has no lighting and no electrical infrastructure to, or within, the parking lot. Solar power is a very good option for the area due to the openness of the terrain. Each light, battery pack and solar panel is fully self-contained on each individual pole.

Staff chose to include motion sensors and a wildlife friendly light spectrum in order to ensure the best protection of wildlife and increase the longevity of battery and fixture life span. The lights are International Dark Sky compliant, reducing unnecessary light spill-over into the neighborhood or skyward.

The bid includes poles, light heads, solar panels, battery packs, all necessary hardware, and a one-day, on-site training for installation by a company representative. There are a total of eight poles that begin at the Rising Road entrance, follow the access road down and looping back into the parking lot. The poles and lights will be installed by Operations staff, similar to other lighting projects. All components have a seven-year warranty.

An invitation to bid was published in *The News-Gazette* and bids were opened and read aloud on Thurs. May 11, 2023. The results are as follows:

BIDDER	BASE BID
SELS USA, LLC.	\$29,942.00
Goldwings Supply Service, Inc.	\$60,851.00

Prior Board Action

The Park Board has approved this expenditure for FY22-23 as part of the Capital Improvement Plan.

Budget Impact

\$33,000.00 has been budgeted in the 2022/2023 Capital Budget year for this project. A portion of the remaining \$3,058.00 will be used to pour concrete bases.

Recommended Action

Staff recommends accepting the low, responsible base bid from SELS USA, LLC and authorizing the Executive Director to enter into a purchase for \$29,942.00.

Prepared by:
Daniel J. Olson
Director of Operations

Reviewed by:
Sarah Sandquist
Executive Director



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: May 16, 2023

SUBJECT: Approval to Move Forward with BS&A Cloud Software

Background

The Park District has contracted with BS&A Software (accounting software) since October 2015. Since that time, staff have replaced the network data server twice, and will need to upgrade again in another year. Since then, BS&A has developed a cloud version with the data being hosted through Microsoft Azure platform. With the cloud version, staff will not need to perform updates to the software, purchase additional servers, and the software does not need to be installed on each individual computer. Staff will be able to access the software from the website with internet access and login criteria. Due to the demand for the service, there is currently a twelve (12) month wait list. By proceeding with the proposed quote and an initial payment of \$9,075 the Park District will be placed on the waiting list for an installation sometime in May/June 2024.

The cost to upgrade to the cloud version, implementation, training, and the purchase of an additional accounts receivable module is \$44,800. Currently all manual invoices submitted by the Park District are completed through a web-form from the internal staff-only webpage. This is used for billing outside customers for memorials (Foundation), reimbursements, and rentals not included in RecTrac module for pop-up events. There is an annual hosting fee of \$2,800 for the Microsoft Azure; plus travel expenses for the onsite training up to \$10,025.

Ongoing future costs for the subscription-based service are \$23,625/year with a two (2) year price lock. After that time, fees are subject to the Consumers Price Index for All Urban Consumers (CPI-U). The annual fee for the current BS&A version used by the Park District is \$9,483, due each November 1.

Prior Board Action

November 12, 2014 Board approved the initial purchase of BS&A not to exceed \$166,995.

Budget Impact

The initial deposit of \$9,075 is included in the FYE2024 budget. The remaining costs will be included in the FYE2025 capital budget for the implementation costs, with annual recurring costs of \$26,425 in subsequent operating budget years.

Recommended Action

Staff recommends the Board authorize the Executive Director to accept the quote for services and pay the first installment in the amount of \$9,075 to secure our place in the implementation schedule with the total out of pocket not to exceed \$57,625 for upgrade, implementation and training.

Prepared by:
Andrea N. Wallace, CPA
Director of Finance

Reviewed by:
Sarah Sandquist, CPRE
Executive Director

Proposal for:
Champaign Park District, Champaign County IL

April 27, 2023

Quoted by: Kevin Schafer

Software and Services for BS&A Cloud



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices listed are estimates based on information currently available.

Upgrade - Cloud Modules

Financial Management

General Ledger	\$4,500
Accounts Payable	\$3,825
Cash Receipting	\$3,825
Fixed Assets	\$3,825
Purchase Order	\$3,825

Subtotal **\$19,800**

New Purchase - Cloud Modules

Financial Management

Accounts Receivable	\$3,825
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Subtotal **\$3,825**

Data Conversions/Database Setup

Database Setup:

Accounts Receivable (Setup of Billing Items, Penalties)	\$1,650
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Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$7,425

Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	1		\$1,100
Financial Management Modules	Days:	10		\$11,000
	Total:	11	Subtotal	\$12,100

Cost Totals

Not including Annual Service Fees

Cloud Upgrade	\$19,800
Cloud New Purchase	\$3,825
Database Setup	\$1,650
Project Management and Implementation Planning	\$7,425
Implementation and Training	\$12,100
Total Proposed	\$44,800
<i>Travel Expenses</i>	<i>\$10,025</i>
<i>Hosting Fees</i>	<i>\$2,800</i>

Payment Schedule

- 1st Payment: **\$9,075** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$26,425** to be invoiced at activation of customer's site.
- 3rd Payment: **\$22,125** to be invoiced upon completion of training.

Cloud Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."

Financial Management	
General Ledger	\$4,500
Accounts Payable	\$3,825
Cash Receipting	\$3,825
Accounts Receivable	\$3,825
Fixed Assets	\$3,825
Purchase Order	\$3,825

Total Annual Service Fees	\$23,625
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Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$2,800

Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware

	Quantity	Cost
Epson THM-6000V Series Receipt Printer*	\$925 x _____ =	\$_____
APG Series 100Cash Drawer**	\$250 x _____ =	\$_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250 x _____ =	\$_____
Credit Card Reader (if using Invoice Cloud)	\$75 x _____ =	\$_____

This will add \$_____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer_____

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: May 18, 2023

SUBJECT: Ballot Boxes

Background

The County Clerk's office staff reached out to the Champaign Park District (Park District) to request an extension to the IGA for the placement of ballot boxes for residents to drop off their ballots near their homes within Park District parks. The request included placing a ballot box at Centennial Park and Douglass Park, so residents could drive up or walk up to submit their ballots in a secure location.

The term of this Agreement shall be for a period of two years with a possible extension of two additional year as long as both parties agree.

Prior Board Action

- September 23, 2020, Special Board Meeting, the Park Board approved the placement of the ballot boxes for a six-month term.
- April 28, 2021, Special Board Meeting, the Park Board renewed the agreement for a one-year term.
- May 11, 2022, Regular Board Meeting, the Park Board renewed the agreement for a one-year term.

Budget Impact

The maintenance of the boxes will be the responsibility of the County Clerk's office per the attached.

Recommendation

Staff recommends the Park Board approve a two-year extension of the IGA with the County Clerk's office for ballot boxes in Centennial and Douglass Parks through June of 2025.

Prepared by:

Reviewed by:

Sarah Sandquist, CPRE
Executive Director

Jarrod Scheunemann
Director of Admin Services

ELECTION BALLOT BOX MASTER LICENSE AGREEMENT

(Champaign Park District – Champaign County)

THIS ELECTION BALLOT BOX MASTER LICENSE AGREEMENT is being made and entered into on the first date that it is fully executed by all of the parties hereto, by and between the CHAMPAIGN PARK DISTRICT (“Park District”) and CHAMPAIGN COUNTY (“County”).

WHEREAS, 10 ILCS 5/~~19-62B-20(e)~~ authorizes election authorities to establish secure collection sites for the postage-free return of vote by mail ballots.

WHEREAS, the State Board of Elections has established additional guidelines for the security of such collection sites.

WHEREAS, the guidelines include, among other things, the establishment of 24-hour ballot collection sites.

WHEREAS, the County proposes to install a ballot box on a Park District Property or Right-of-Way.

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. and Section 8-11 of the Illinois Park District Code, authorize the Park District to enter into agreements with other governmental entities to permit the use of Park District property or rights-of-way for the construction, operation, and use of facilities thereon.

WHEREAS, the desired location for the ballot box is depicted on the attached map, which may be updated from time to time, if more locations are added by agreement of the parties.

WHEREAS, the Park District agrees to grant to the County a license to install a ballot box on a portion of Park District Property or Right-of-Way, subject to the conditions set forth herein and in compliance with applicable regulations and state and federal law.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Park District and the County hereby agree as follows:

Article 1. Definitions.

- 1.1 **Agreement** means this Election Ballot Box Master License Agreement made and entered into the date that it is fully executed by the parties.
- 1.2 **Ballot Box** means the election ballot collection box, in-ground post, and concrete pad located and installed on a portion of Park District Property or Right-of-Way.
- 1.3 **Park District** means the Park District of Champaign, Illinois.
- 1.4 **County** means the Champaign County, a municipal corporation of the State of Illinois.
- 1.5 **Property or Right-of-Way** means the portion of the street, sidewalk, parkway, or park owned and controlled by the Park District for public purposes.
- 1.6 **Site Map** means the documents depicting the location of a Ballot Box.
- 1.7 **Site Plans** means the design and construction plans to construct and install a Ballot Box.

Article 2. Responsibilities of the Park District.

- 2.1 Grant of License.** The Park District grants to the County a license to construct, install, maintain and use a Ballot Box located in a section of Property or Right-of-Way as depicted in the Site Map attached hereto as **Exhibit A**. The footprint of the Ballot Box shall be no greater than 24” x 30” x 36”. Additional locations to construct, install, maintain, and use a Ballot Box may be approved from time-to-time by execution of an addendum signed by the County Executive (or designee) and the Park District’s Executive Director (or designee). The rights granted to the County shall be subordinate to the Park District’s use of the Property or Right-of-Way.
- 2.2 Effective Date; Term.** This Agreement shall be effective upon the date it is fully executed. The term of this Agreement shall be for a period of ~~one (1) year~~two (2) years from the effective date ~~with a one (1) year option to~~ and shall automatically may be renewed by agreement of the parties ~~renew for subsequent one year~~two (2) year terms, subject to the right of either party to terminate the agreement with thirty ~~days~~² (30) days’ written notice pursuant to the Termination provisions of Section 6.1 herein. This Agreement may be amended from time-to-time by further agreement of the parties.

Article 3. Responsibilities of the County.

- 3.1 Ballot Box.** The County agrees to install, maintain, and operate a Ballot Box as depicted in the Specifications attached hereto as **Exhibit B** and in accordance with 10 ILCS 5/~~19-62B-20(e)~~ as well as the associated guidelines published by the State Board of Elections. Ballot Boxes for additional locations may be approved from time-to-time pursuant to an addendum executed by the County Executive (or designee) and the Park District Board of Commissioners (or designee). The number and installation plan for additional Ballot Boxes is subject to approval by the Park District Board of Commissioners before any such installation shall be permitted. All design, construction, installation, and maintenance activity shall be at the County’s sole cost and expense.
- 3.2 Identification and Inspection of Property or Right-of-Way.** The County is solely responsible for determining whether the Property or Right-of-Way is safe, suitable, and appropriate for the installation, maintenance, and operation of a Ballot Box and shall inspect the Property or Right-of-Way prior to and subsequent to the installation of a Ballot Box to determine the suitability of the Property or Right-of-Way for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once installation of a Ballot Box begins, the County certifies that it has inspected the Property or Right-of-Way and further certifies that the Property or Right-of-Way is safe for installation, maintenance, and operation of a Ballot Box. The County shall take all reasonable measures to protect citizens, volunteers, staff, participants, spectators, electors, voters, balloters, visitors, guests, officials, and like or similar persons, from known safety hazards or potential risks. The County shall promptly advise the Park District of any known safety hazard(s) or potentially dangerous condition(s) associated with the Property or Right-of-Way on which a Ballot Box is installed.

- 3.3 Maintenance of Property or Right-of-Way and Ballot Box.** The County shall maintain the Property or Right-of-Way and Ballot Box depicted in Exhibits A and B in a good and operating condition, free from accumulation of snow, ice, and debris. All maintenance, repair and replacement required under this Agreement will be performed in a timely and workmanlike manner at the sole cost and expense of the County. Nothing in this Agreement shall obligate the Park District to notify the County of the need for maintenance, repair, or replacement prior to the County’s completion of any maintenance, repair, or replacement in and around the Property or Right-of-Way and Ballot Box. Upon notice of termination of this Agreement, the County shall remove the Ballot Box subject to this Agreement within thirty (30) days, otherwise the Park District has the right to remove the Ballot Box and obtain from the County reimbursement for the costs of removal and restoration, which shall be paid within a reasonable time.
- 3.4 Removal or Relocation.** In the event that the Park District determines that it is reasonably necessary to remove or relocate a Ballot Box for the construction, repair, maintenance, or installation of any Park District improvement in or upon the Property or Right-of-Way, the County shall be required to do so at its sole cost within thirty (30) days of written notification of same. The County shall undertake such removal or relocation in good faith and in a reasonable and timely manner. This Section shall survive termination of this Agreement.
- 3.5 Insurance.** The County shall maintain Commercial General Liability (CGL) insurance with a limit of liability of \$1,000,000 each occurrence and in the aggregate. The CGL insurance shall cover liability arising from premises, operations, independent contractors, and personal and advertising injury. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. The “Park District of Champaign, its commissioners, officers, employees, agents, representatives, and volunteers” shall be included as insured under the CGL insurance. The insurance shall apply as primary insurance. A certificate of insurance together with applicable riders, endorsements, or additional insured terms demonstrating such insurance coverage shall be attached as **Exhibit C**.
- 3.6 Assignment; Transfer.** The privileges granted under this Agreement may not be assigned or transferred to any other governmental unit without the express written approval of the Park District. Such approval shall not be unreasonably withheld. Acceptance of payment from a person or entity other than the County shall not constitute a waiver of this provision.

Article 4. Indemnification.

- 4.1 County Indemnification of Park District.** The County will defend, indemnify and hold harmless the Park District, its commissioners, officers, employees, agents, representatives, and volunteers from and against all claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys’ fees and costs) that are incurred, sustained by, or claimed against the Park District in connection with any

damages arising from this Agreement, including but not limited to loss of life, personal injury, infringement of rights, or property damage, arising from the exercise of the rights granted herein, except to the extent caused by the gross negligence or willful misconduct of the Park District, or its contractors, agents, licensees or employees. This Section shall survive termination of this Agreement. In connection with any indemnification hereunder, the Park District will tender to the County the defense of any claim made against the Park District that is subject to indemnification hereunder in sufficient time to avoid prejudice to the County, for handling by counsel of the Park District's selection and reasonably acceptable to the County. Notwithstanding the foregoing, the County retains all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

4.2 Park District Indemnification of the County. The Park District will defend, indemnify and hold harmless the County from and against all claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) that are sustained by the County in connection with any damages arising from this Agreement, which are caused or contributed to by the willful and wanton misconduct of the Park District, or its contractors, agents, licensees, or employees. In connection with any indemnification hereunder, the County will tender to the Park District the defense of any claim made against the County that is subject to indemnification hereunder in sufficient time to avoid prejudice to the Park District, for handling by counsel of the County's selection and reasonably acceptable to the Park District. Notwithstanding the foregoing, the Park District retains all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

Article 5. Default and Remedies.

5.1 Breach or Default. Unless otherwise provided herein, in the event of a breach/default of this Agreement by a party, such breaching/defaulting party shall, upon written notice from the other party, cure or remedy such breach/default immediately. In the event the breaching/defaulting party has not cured the breach/default or made a good faith effort to do so within thirty (30) days of said notice, the aggrieved party may institute such proceedings as it deems necessary to cure and remedy such breach/default. Under no circumstances shall the County or a third party be entitled to damages in the form of specific performance, punitive damages, reliance, expectation, compensatory, or any other damages incurred or related to this Agreement. Uncured default by any party to this Agreement shall entitle the aggrieved party reasonable attorneys' fees, costs, and related expenses directly incurred due the breach/default of this Agreement.

5.2 Cumulative Remedies. The rights and remedies of the parties to this Agreement shall be cumulative of each other and of rights and remedies under other provisions of applicable regulations and state and federal law. Exercise of one or more rights or remedies shall not waive or bar exercise of any other, unless expressly waived in writing.

Article 6. Termination.

- 6.1 Right of Termination.** Each party has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the other party.
- A. Rescission.** Upon termination of this Agreement by either party, the grant of benefits to the County shall be rescinded pursuant to this Agreement.
- B. Removal and Restoration.** If this Agreement is terminated by either party or it is cancelled due to the County's default or breach, then the County shall pay for the costs to remove the Ballot Box and restore the Property or Right-of-Way within thirty (30) days to at least as good a condition as it was existing prior to the construction, installation, maintenance and use of the Property or Right-of-Way by the County. Reimbursement of costs shall be undertaken pursuant to Section 3.3 herein. This Section and Section 4.1 shall survive termination of this Agreement.

Article 7. General Conditions.

- 7.1 Applicable Laws.** Except as otherwise provided herein, this Agreement shall not be construed to reduce the effectiveness of any laws, resolutions, or ordinances applicable to the County or Park District. Any claims arising directly or indirectly from this Agreement shall be litigated in accordance with the laws of the State of Illinois in the Champaign County Circuit Court; provided that, the Parties shall first undertake Dispute Resolution pursuant to Section 7.6 of this Agreement.
- 7.2 Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind or character whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, give rise to, or impose any legal duty to any third party.
- 7.3 Severability.** If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render any other provision invalid if it can be given effect without the invalid provision.
- 7.4 Merger.** This Agreement contains all the terms and conditions relating to the agreements of the parties, and no oral representations, covenants or agreements existing between the parties other than those herein stated.
- 7.5 Time.** The parties agree that time is of the essence to the performance by said parties of the terms and conditions of this Agreement.
- 7.6 Dispute Resolution.** In the event a dispute arises regarding the interpretation of the provisions of this Agreement, or breach thereof, the parties shall make a good faith effort to resolve such dispute. If the parties are unable to resolve the dispute within sixty (60) days from when written notice of such dispute was sent, then the parties shall submit the dispute to mediation. The selection of the mediator and the mediation process shall be governed by the rules of the Uniform Mediation Act, 710 ILCS 35/1, *et seq.* Each party shall bear its own costs, including half of the costs invoiced by the mediator. [If the parties are unable to resolve the dispute through such mediation, then either of them may undertake litigation.](#)

7.7 Notice. Any notices or other communication required or permitted under this Agreement shall be in writing and shall be (a) personally delivered requiring a signed receipt, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) sent by overnight delivery to the address of the respective Party set forth herein utilizing a reputable courier. Such notice or communication shall be deemed given (i) if sent by personal delivery when delivered in person, (ii) if sent by certified or registered United States mail, four (4) days following deposit in the United States mail, or (iii) if sent by overnight delivery utilizing a reputable courier two (2) days following placement with such courier. Notice of change of address shall be given by written notice in the manner detailed in this Section. Unless otherwise agreed to in writing, any notice pursuant to this Agreement shall be sent to the following:~~Any written notice under this Agreement shall be sent and be effective the day of mailing via certified mail, or upon personal service to the following parties as designated:~~

For the Park District: Executive Director
 Champaign Park District
 706 Kenwood Road
 Champaign, IL 61820

For County: County Executive
 Champaign County
 1776 East Washington Street
 Urbana, Illinois 61802

7.8 Signatures. This Agreement 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, the Park District and the County have caused this Agreement to be executed by the parties effective as of the last dates written below.

<p>CHAMPAIGN COUNTY</p> <p>By: _____ County Executive</p> <p>Date: _____</p> <p>Approved as to form: _____ State's Attorney</p>	<p>CHAMPAIGN PARK DISTRICT</p> <p>By: _____ Executive Director</p> <p>Date: _____</p> <p>Approved as to form: _____ Park District Attorney</p>
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LIST OF EXHIBITS

A. Site Map

B. Ballot Box Specifications

C. Insurance Certificate

ELECTION BALLOT BOX MASTER LICENSE AGREEMENT

(Champaign Park District – Champaign County)

THIS ELECTION BALLOT BOX MASTER LICENSE AGREEMENT is being made and entered into on the first date that it is fully executed by all of the parties hereto, by and between the CHAMPAIGN PARK DISTRICT (“Park District”) and CHAMPAIGN COUNTY (“County”).

WHEREAS, 10 ILCS 5/19-6 authorizes election authorities to establish secure collection sites for the postage-free return of vote by mail ballots.

WHEREAS, the State Board of Elections has established additional guidelines for the security of such collection sites.

WHEREAS, the guidelines include, among other things, the establishment of 24-hour ballot collection sites.

WHEREAS, the County proposes to install a ballot box on a Park District Property or Right-of-Way.

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. and Section 8-11 of the Illinois Park District Code, authorize the Park District to enter into agreements with other governmental entities to permit the use of Park District property or rights-of-way for the construction, operation, and use of facilities thereon.

WHEREAS, the desired location for the ballot box is depicted on the attached map, which may be updated from time to time, if more locations are added by agreement of the parties.

WHEREAS, the Park District agrees to grant to the County a license to install a ballot box on a portion of Park District Property or Right-of-Way, subject to the conditions set forth herein and in compliance with applicable regulations and state and federal law.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Park District and the County hereby agree as follows:

Article 1. Definitions.

- 1.1 Agreement** means this Election Ballot Box Master License Agreement made and entered into the date that it is fully executed by the parties.
- 1.2 Ballot Box** means the election ballot collection box, in-ground post, and concrete pad located and installed on a portion of Park District Property or Right-of-Way.
- 1.3 Park District** means the Park District of Champaign, Illinois.
- 1.4 County** means the Champaign County, a municipal corporation of the State of Illinois.
- 1.5 Property or Right-of-Way** means the portion of the street, sidewalk, parkway, or park owned and controlled by the Park District for public purposes.
- 1.6 Site Map** means the documents depicting the location of a Ballot Box.
- 1.7 Site Plans** means the design and construction plans to construct and install a Ballot Box.

Article 2. Responsibilities of the Park District.

- 2.1 Grant of License.** The Park District grants to the County a license to construct, install, maintain and use a Ballot Box located in a section of Property or Right-of-Way as depicted in the Site Map attached hereto as **Exhibit A**. The footprint of the Ballot Box shall be no greater than 24” x 30” x 36”. Additional locations to construct, install, maintain, and use a Ballot Box may be approved from time-to-time by execution of an addendum signed by the County Executive (or designee) and the Park District’s Executive Director (or designee). The rights granted to the County shall be subordinate to the Park District’s use of the Property or Right-of-Way.
- 2.2 Effective Date; Term.** This Agreement shall be effective upon the date it is fully executed. The term of this Agreement shall be for a period of two (2) years from the effective date and may be renewed by agreement of the parties for subsequent two (2) year terms, subject to the right of either party to terminate the agreement with thirty (30) days’ written notice pursuant to the Termination provisions of Section 6.1 herein. This Agreement may be amended from time-to-time by further agreement of the parties.

Article 3. Responsibilities of the County.

- 3.1 Ballot Box.** The County agrees to install, maintain, and operate a Ballot Box as depicted in the Specifications attached hereto as **Exhibit B** and in accordance with 10 ILCS 5/19-6€ as well as the associated guidelines published by the State Board of Elections. Ballot Boxes for additional locations may be approved from time-to-time pursuant to an addendum executed by the County Executive (or designee) and the Park District Board of Commissioners (or designee). The number and installation plan for additional Ballot Boxes is subject to approval by the Park District Board of Commissioners before any such installation shall be permitted. All design, construction, installation, and maintenance activity shall be at the County’s sole cost and expense.
- 3.2 Identification and Inspection of Property or Right-of-Way.** The County is solely responsible for determining whether the Property or Right-of-Way is safe, suitable, and appropriate for the installation, maintenance, and operation of a Ballot Box and shall inspect the Property or Right-of-Way prior to and subsequent to the installation of a Ballot Box to determine the suitability of the Property or Right-of-Way for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once installation of a Ballot Box begins, the County certifies that it has inspected the Property or Right-of-Way and further certifies that the Property or Right-of-Way is safe for installation, maintenance, and operation of a Ballot Box. The County shall take all reasonable measures to protect citizens, volunteers, staff, participants, spectators, electors, voters, balloters, visitors, guests, officials, and like or similar persons, from known safety hazards or potential risks. The County shall promptly advise the Park District of any known safety hazard(s) or potentially dangerous condition(s) associated with the Property or Right-of-Way on which a Ballot Box is installed.
- 3.3 Maintenance of Property or Right-of-Way and Ballot Box.** The County shall maintain the Property or Right-of-Way and Ballot Box depicted in Exhibits A and B in a good and

operating condition, free from accumulation of snow, ice, and debris. All maintenance, repair and replacement required under this Agreement will be performed in a timely and workmanlike manner at the sole cost and expense of the County. Nothing in this Agreement shall obligate the Park District to notify the County of the need for maintenance, repair, or replacement prior to the County's completion of any maintenance, repair, or replacement in and around the Property or Right-of-Way and Ballot Box. Upon notice of termination of this Agreement, the County shall remove the Ballot Box subject to this Agreement within thirty (30) days, otherwise the Park District has the right to remove the Ballot Box and obtain from the County reimbursement for the costs of removal and restoration, which shall be paid within a reasonable time.

- 3.4 Removal or Relocation.** In the event that the Park District determines that it is reasonably necessary to remove or relocate a Ballot Box for the construction, repair, maintenance, or installation of any Park District improvement in or upon the Property or Right-of-Way, the County shall be required to do so at its sole cost within thirty (30) days of written notification of same. The County shall undertake such removal or relocation in good faith and in a reasonable and timely manner. This Section shall survive termination of this Agreement.
- 3.5 Insurance.** The County shall maintain Commercial General Liability (CGL) insurance with a limit of liability of \$1,000,000 each occurrence and in the aggregate. The CGL insurance shall cover liability arising from premises, operations, independent contractors, and personal and advertising injury. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. The "Park District of Champaign, its commissioners, officers, employees, agents, representatives, and volunteers" shall be included as insured under the CGL insurance. The insurance shall apply as primary insurance. A certificate of insurance together with applicable riders, endorsements, or additional insured terms demonstrating such insurance coverage shall be attached as **Exhibit C**.
- 3.6 Assignment; Transfer.** The privileges granted under this Agreement may not be assigned or transferred to any other governmental unit without the express written approval of the Park District. Such approval shall not be unreasonably withheld. Acceptance of payment from a person or entity other than the County shall not constitute a waiver of this provision.

Article 4. Indemnification.

- 4.1 County Indemnification of Park District.** The County will defend, indemnify and hold harmless the Park District, its commissioners, officers, employees, agents, representatives, and volunteers from and against all claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) that are incurred, sustained by, or claimed against the Park District in connection with any damages arising from this Agreement, including but not limited to loss of life, personal injury, infringement of rights, or property damage, arising from the exercise of the rights granted herein, except to the extent caused by the gross negligence or willful misconduct

of the Park District, or its contractors, agents, licensees or employees. This Section shall survive termination of this Agreement. In connection with any indemnification hereunder, the Park District will tender to the County the defense of any claim made against the Park District that is subject to indemnification hereunder in sufficient time to avoid prejudice to the County, for handling by counsel of the Park District's selection and reasonably acceptable to the County. Notwithstanding the foregoing, the County retains all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

- 4.2 Park District Indemnification of the County.** The Park District will defend, indemnify and hold harmless the County from and against all claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) that are sustained by the County in connection with any damages arising from this Agreement, which are caused or contributed to by the willful and wanton misconduct of the Park District, or its contractors, agents, licensees, or employees. In connection with any indemnification hereunder, the County will tender to the Park District the defense of any claim made against the County that is subject to indemnification hereunder in sufficient time to avoid prejudice to the Park District, for handling by counsel of the County's selection and reasonably acceptable to the Park District. Notwithstanding the foregoing, the Park District retains all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

Article 5. Default and Remedies.

- 5.1 Breach or Default.** Unless otherwise provided herein, in the event of a breach/default of this Agreement by a party, such breaching/defaulting party shall, upon written notice from the other party, cure or remedy such breach/default immediately. In the event the breaching/defaulting party has not cured the breach/default or made a good faith effort to do so within thirty (30) days of said notice, the aggrieved party may institute such proceedings as it deems necessary to cure and remedy such breach/default. Under no circumstances shall the County or a third party be entitled to damages in the form of specific performance, punitive damages, reliance, expectation, compensatory, or any other damages incurred or related to this Agreement. Uncured default by any party to this Agreement shall entitle the aggrieved party reasonable attorneys' fees, costs, and related expenses directly incurred due the breach/default of this Agreement.
- 5.2 Cumulative Remedies.** The rights and remedies of the parties to this Agreement shall be cumulative of each other and of rights and remedies under other provisions of applicable regulations and state and federal law. Exercise of one or more rights or remedies shall not waive or bar exercise of any other, unless expressly waived in writing.

Article 6. Termination.

- 6.1 Right of Termination.** Each party has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the other party.

A. Rescission. Upon termination of this Agreement by either party, the grant of benefits to the County shall be rescinded pursuant to this Agreement.

B. Removal and Restoration. If this Agreement is terminated by either party or it is cancelled due to the County's default or breach, then the County shall pay for the costs to remove the Ballot Box and restore the Property or Right-of-Way within thirty (30) days to at least as good a condition as it was existing prior to the construction, installation, maintenance and use of the Property or Right-of-Way by the County. Reimbursement of costs shall be undertaken pursuant to Section 3.3 herein. This Section and Section 4.1 shall survive termination of this Agreement.

Article 7. General Conditions.

- 7.1 Applicable Laws.** Except as otherwise provided herein, this Agreement shall not be construed to reduce the effectiveness of any laws, resolutions, or ordinances applicable to the County or Park District. Any claims arising directly or indirectly from this Agreement shall be litigated in accordance with the laws of the State of Illinois in the Champaign County Circuit Court; provided that, the Parties shall first undertake Dispute Resolution pursuant to Section 7.6 of this Agreement.
- 7.2 Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind or character whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, give rise to, or impose any legal duty to any third party.
- 7.3 Severability.** If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render any other provision invalid if it can be given effect without the invalid provision.
- 7.4 Merger.** This Agreement contains all the terms and conditions relating to the agreements of the parties, and no oral representations, covenants or agreements existing between the parties other than those herein stated.
- 7.5 Time.** The parties agree that time is of the essence to the performance by said parties of the terms and conditions of this Agreement.
- 7.6 Dispute Resolution.** In the event a dispute arises regarding the interpretation of the provisions of this Agreement, or breach thereof, the parties shall make a good faith effort to resolve such dispute. If the parties are unable to resolve the dispute within sixty (60) days from when written notice of such dispute was sent, then the parties shall submit the dispute to mediation. The selection of the mediator and the mediation process shall be governed by the rules of the Uniform Mediation Act, 710 ILCS 35/1, *et seq.* Each party shall bear its own costs, including half of the costs invoiced by the mediator. If the parties are unable to resolve the dispute through such mediation, then either of them may undertake litigation.
- 7.7 Notice.** Any notices or other communication required or permitted under this Agreement shall be in writing and shall be (a) personally delivered requiring a signed receipt, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) sent by overnight delivery to the address of the respective Party set forth

herein utilizing a reputable courier. Such notice or communication shall be deemed given (i) if sent by personal delivery when delivered in person, (ii) if sent by certified or registered United States mail, four (4) days following deposit in the United States mail, or (iii) if sent by overnight delivery utilizing a reputable courier two (2) days following placement with such courier. Notice of change of address shall be given by written notice in the manner detailed in this Section. Unless otherwise agreed to in writing, any notice pursuant to this Agreement shall be sent to the following:

For the Park District: Executive Director
 Champaign Park District
 706 Kenwood Road
 Champaign, IL 61820

For County: County Executive
 Champaign County
 1776 East Washington Street
 Urbana, Illinois 61802

7.8 Signatures. This Agreement 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, the Park District and the County have caused this Agreement to be executed by the parties effective as of the last date written below.

<p>CHAMPAIGN COUNTY</p> <p>By: _____ County Executive</p> <p>Date: _____</p> <p>Approved as to form: _____ State's Attorney</p>	<p>CHAMPAIGN PARK DISTRICT</p> <p>By: _____ Executive Director</p> <p>Date: _____</p> <p>Approved as to form: _____ Park District Attorney</p>
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LIST OF EXHIBITS

A. Site Map

B. Ballot Box Specifications

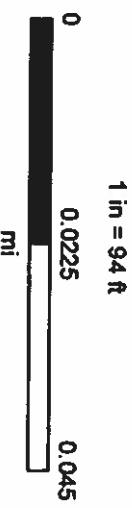
C. Insurance Certificate

EXHIBIT A
Site Map



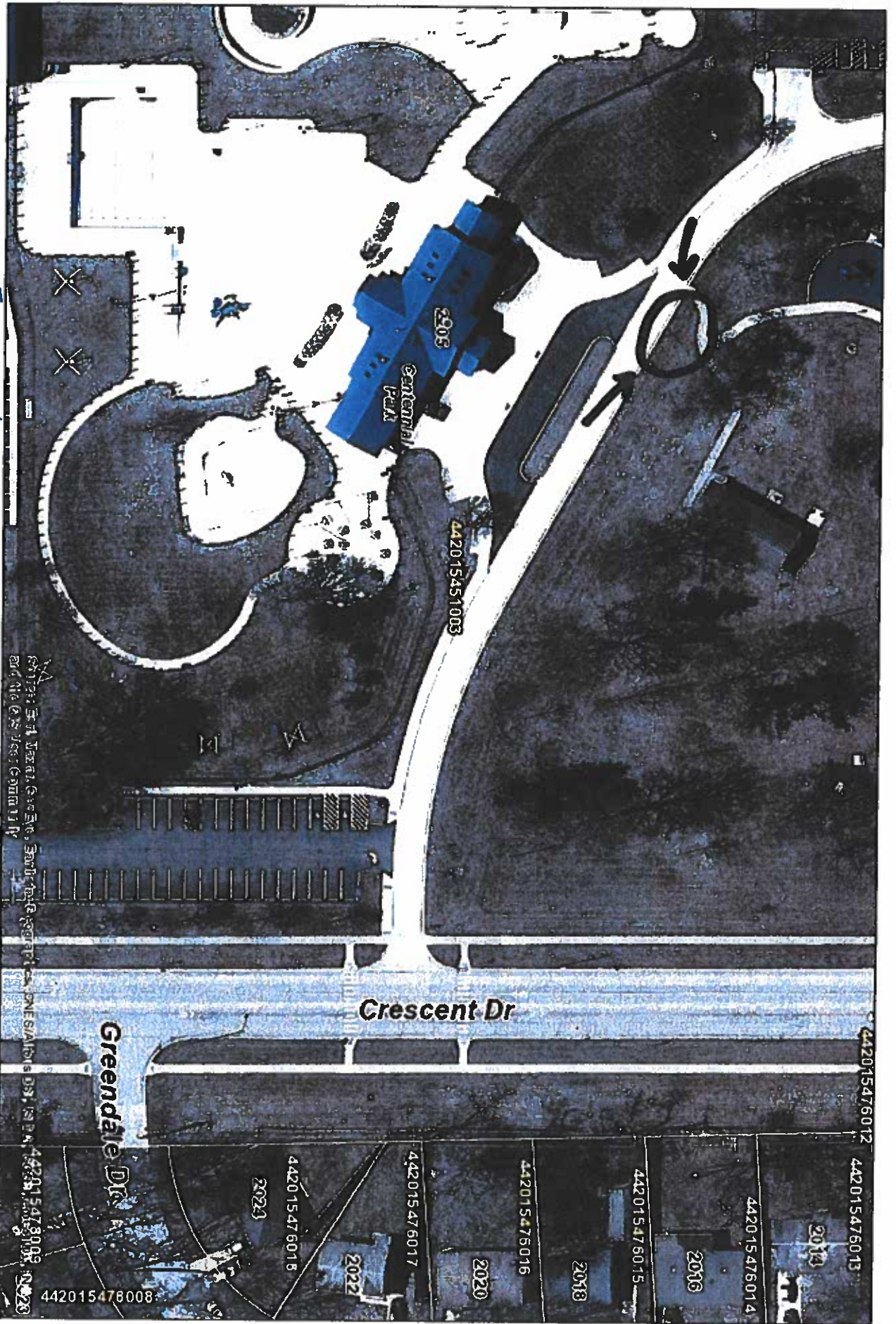
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STOLEN Aquatic Center
2205 SANGAMON DRIVE
CHAMPAIGN

400 LB Box



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EXHIBIT B
Ballot Box Specifications

Champaign Public Library—Douglass Branch

504 E Grove St Champaign IL 61820

1 Small drop box 12x24x40 250 lbs

In ground steel post installation



Sholem Aquatic Center

2205 Sangamon Dr #4981 Champaign IL 61821 1 Medium Ballot Drop Box
24x30 x36 400lbs approx. In ground steel post installation

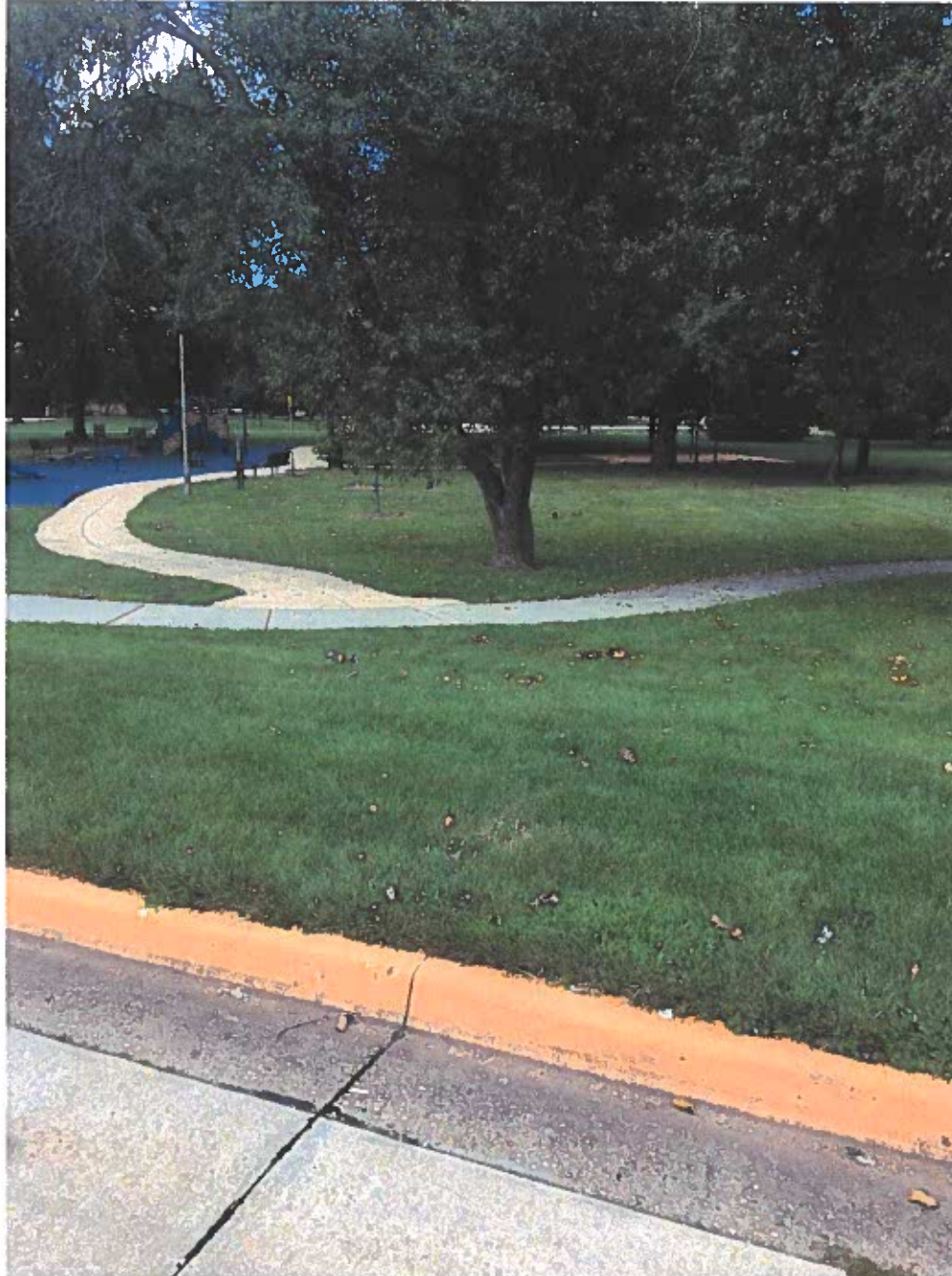


EXHIBIT C
Certificate of Insurance



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: May 24, 2023

SUBJECT: Resolution on Forming Local Government Efficiency Committee

Background

The Decennial Committees on Local Government Efficiency Act, 50 ILCS 70/1, et seq., requires units of local government that levy any tax, including park districts, to form a committee to study local government efficiencies and issue a report to the County Board in which the unit of local government is situated. The Act does not apply to municipalities and counties.

Although still an unfunded mandate, the law gives park districts the ability to appoint the committee membership and provides an opportunity for the park district to demonstrate the countless ways in which it efficiently and effectively delivers park, recreation, and cultural arts programs, facilities, and services to its residents.

Units of local government are required to form a committee no later than June 10, 2023, which is one year after the effective date of the Act, and at least once every ten years thereafter.

Committee Composition

Each committee must include:

- The elected or appointed members of the governing board of the governmental unit;
- At least two residents of the governmental unit appointed by the Board president and approved by the board; and,
- The chief executive officer or other officer of the governmental unit, if any.

The Board President or their designee shall chair the committee. The chair may appoint additional members to the committee as they believe appropriate. Committee members serve without compensation but may be reimbursed for incurred expenses with the approval of the park district.

The committee may, but is not required to, employ or use the services of specialists in public administration and governmental management, and any other trained consultants, analysts, investigators, and assistants it considers appropriate.

The committee is considered a public body to which the Freedom of Information Act and the Open Meetings Act apply.

Duties of the Committee

The duties of each committee include, but are not limited to, the following activities:

- Study the governmental unit's governing statutes, ordinances, rules, procedures, powers, jurisdiction, shared services, intergovernmental agreements, and interrelationships with other governmental units and the State of Illinois.
- Collect data, research, and analysis as necessary to prepare a written report that includes recommendations with respect to increased accountability and efficiency.
- Provide a written report to the administrative office of the county board in each county in which the governmental unit is located no later than eighteen months after the formation of the committee.

Committee Meetings

The committee is required to meet at least three times. The committee may, but is not required, to meet during the regularly scheduled meeting of the governmental units if:

1. Separate notice is given in conformance with the Open Meetings Act.
2. The committee meeting is listed as part of the board of the governmental unit's agenda; and,
3. At least a majority of the members of the committee are present at the committee's meeting.

However, because the committee's membership is not identical to the park board membership, the park board would want to adjourn or recess its regular meeting before convening a meeting of the committee if it chooses to meet on the same day as a regularly scheduled meeting.

Each meeting of the committee must be public and held in accordance with the Open Meetings Act. The committee must provide an opportunity for any person to be heard at each meeting for at least three minutes. At the conclusion of each meeting, the committee must conduct a survey of residents who attended the meeting and ask for input on matters discussed at the meeting. Although not the required method, a survey conducted by email to all residents who attended the meeting and provided a valid email address is one way to satisfy this survey requirement. Pursuant to the Open Meetings Act, all public bodies must keep written minutes for each meeting of the committee.

Committee Report

Each committee must provide its report to the administrative office of the county board in each county in which the governmental unit is located no later than eighteen months after the formation of the committee. If a governmental unit is in multiple counties, it should provide the report to the administrative office of each county board in all counties in which the governmental unit is located. If the committee is formed on the last possible date (June 10, 2023), then the report would need to be provided no later than December 10, 2024. After the report is issued, the committee is dissolved until it is reestablished with newly appointed members in 10 years.

Illinois Association of Park District (IAPD) Resources

IAPD has prepared resources to aid the Park District's committee in this process including instructions templates and frequently ask questions reports.

Prior Board Action

None – Board Discussion at the May 10, 2023 Regular Board Meeting

Recommendation

Staff recommends approval of a resolution on forming the Local Government Efficiency Committee.

Prepared by:

Reviewed by:

Sarah Sandquist, CPRE
Executive Director

Jarrod Scheunemann
Director of Admin Services

**RESOLUTION
FORMING A COMMITTEE ON LOCAL GOVERNMENT
EFFICIENCY**

WHEREAS, the Champaign Park District (“Park District”) is required to form a Committee on Local Government Efficiency (“Efficiency Committee”) pursuant to 50 ILCS 70/1 *et seq.* (the Act); and

WHEREAS, pursuant to the Act, the Efficiency Committee shall: (1) study the Park District’s governing statutes, ordinances, rules, procedures, powers, jurisdiction, shared services, intergovernmental agreements, and interrelationships with other governmental units and the State of Illinois, (2) collect data, research, and analysis as necessary to prepare a written report that includes recommendations with respect to increased accountability and efficiency, and (3) provide a written report to the administrative office of each county board of the county in which the governmental unit is located; and

WHEREAS, the Efficiency Committee shall consist of the elected or appointed members of the Board of Commissioners of the Park District, at least two residents from the district appointed by the President of the Board of Commissioners and approved by the Board of Commissioners, and the chief executive officer or other officer of the Park District, if any; and

WHEREAS, The President desires to appoint _____ and _____ as the two resident members of the Efficiency Committee, with the advice and consent of the Board of Commissioners; and

WHEREAS, the Efficiency Committee shall meet at least three times and shall operate as a public body pursuant to the Open Meetings Act and Freedom of Information Act; and

WHEREAS, the Efficiency Committee shall provide a written report to the administrative office of the Champaign County Board no later than eighteen months after the day of the Efficiency Committee’s formation; and

WHEREAS, the Efficiency Committee will be dissolved after it has made a written report to the Champaign County Board and all other statutory requirements have been satisfied;

NOW, THEREFORE, BE IT RESOLVED, by the Champaign Park District as follows:

SECTION 1: That the Board of Commissioners hereby forms its Committee on Local Government Efficiency consisting of the following individuals:

- _____ [NAME OF BOARD PRESIDENT]
- _____ [NAME OF COMMISSIONER]
- _____ [NAME OF COMMISSIONER]

- _____ [NAME OF COMMISSIONER]
- _____ [NAME OF COMMISSIONER]
- _____ [NAME OF RESIDENT MEMBER]
- _____ [NAME OF RESIDENT MEMBER]
- _____ [NAME OF CHIEF EXECUTIVE OFFICER]

SECTION 2: That _____ shall serve as the chairperson of the Efficiency Committee; and

SECTION 3: That the Park District’s Board Secretary, Open Meetings Act Officer, and Freedom of Information Act Officer shall serve the Efficiency Committee in those respective roles; and

SECTION 4: That the Efficiency Committee shall perform its duties in accordance with 50 ILCS 70/1 *et seq.*; and

SECTION 5: That the Board of Commissioners shall provide a written report to the Champaign County Board no later than _____ [MONTH, DAY], 2024, which is eighteen months after the day of the Efficiency Committee’s formation.

DATED this _____ day of _____, 2023.

CHAMPAIGN PARK DISTRICT

[SEAL]

By: _____
Board President

ATTEST:

Board Secretary



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: May 17, 2023

SUBJECT: Approval to Accept Proposal for 2023-2025 Auditing Services with an option to extend for an additional three-year term

Background

The Park District was notified in mid-March that the current auditor was not able to continue performing the auditing services for the Park District due to staffing shortages and prior commitments. Staff put together a request for proposal for auditing services and sent it out May 2, 2023. A notice was published in The News Gazette, and bids were due May 17, 2023.

Proposals were requested from the following certified public accounting firms in response to the auditing services RFP. These results were as follows:

CPA Firm	District	Foundation	Total for FYE2023- 2025	Total for FYE2026- 2028
BKD	n/a	n/a	n/a	n/a
CliftonLarsonAllen LLP	n/a	n/a	n/a	n/a
Lauterbach & Amen	\$ 32,800	\$ 6,600	\$ 123,100	\$ 130,800
RSM McGladrey	Declined	Declined	n/a	n/a
Sikich	Declined	Declined	n/a	n/a

The Executive Director and Director of Finance have reviewed the proposals received and concur that the firm is fully capable of performing a high-quality audit. For comparison, the audit fees paid related to FYE22 were \$32,100 for the Park District and \$8,335 for the Foundation (including the tax return preparation); while the total for the last three years was \$78,630 and \$24,805, respectively. The two firms that declined did not have the staffing or availability to meet the timelines in the RFP.

Budget Impact

Proposed tax revenues for FYE23-25 will cover the Park District fees for the full amount. The Foundation fees will be covered by the Foundation for FYE23-25 using unrestricted receipts.

Recommended Action

Staff recommends the Board accept the quote for auditing services from Lauterbach & Amen, LLP and authorize the Executive Director to enter into the initial contract term of three (3) years (or FYE23-25) in the amount of \$123,100, with the option to extend for an additional three (3) years (or FYE26-28) in the amount of \$138,600.

Prepared by:
Andrea N. Wallace, CPA
Director of Finance

Reviewed by:
Sarah Sandquist, CPRE
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.



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: May 16, 2023

**SUBJECT: Prairie Farm Restroom/Pavilion
Park and Recreation Facility Construction (PARC) Grant Application**

Background

The PARC grant program is offered through the Illinois Department of Natural Resources (IDNR) which provides 75% funding assistance to units of local government. The application cycle for the PARC Grants is currently open until June 15, 2023, with \$28 million in total funding available. The objective of the reimbursement grant program is to support capital facilities consisting of buildings, structures, and land for park, recreation purposes. The aim of discussion is to solicit Commissioner input regarding submittal of a PARC Grant application for design and construction of a 4000 square foot +/- restroom/pavilion building at Prairie Farm within Centennial Park. Over time the need for a restroom/pavilion facility at Prairie Farm is broadly understood, but its inclusion on the Park District's Capital Improvement Plan has been inconsistent. Design and construction of it have appeared and reappeared in some combination over the years, and as staff continue formulating a *Prairie Farm Comprehensive Plan*, the need for a restroom/pavilion space to host a variety of year-round programming and special events remains central and steady.

Discussion and Recommendation

A successful \$1M grant award for the design and construction of a restroom/pavilion facility would see the project on the FYE 2025 Capital Plan with at \$750K reimbursement in subsequent years. Generally speaking, staff envision a metal building in the agricultural vernacular with overhead doors giving access to adjacent outdoor spaces. The intent is to offer warm indoor space during the cold seasons, and naturally ventilated cover and shade during the summer. The main gathering space would provide maximum programmatic flexibility with adjoining storage spaces. The secure restrooms would encourage park visitors, particularly those families with young children, to spend more time at Prairie Farm and the nearby little league fields. The intent of discussion is to listen to overall Commissioner thoughts with the aim of gaining Board consensus and direction in considering Board action at the June Regular Meeting.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Sarah Sandquist
Executive Director