



**CHAMPAIGN
PARK DISTRICT**

**AGENDA
REGULAR BOARD MEETING
Bresnan Meeting Center
706 Kenwood Road
Champaign, IL 61821
Wednesday, June 14, 2023
6:00 P.M.**

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC

C. COMMUNICATIONS

D. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(1) for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body and (c)(2) collective negotiating matters involving the public body.

E. RETURN TO REGULAR MEETING

F. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of May 2023.

G. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

H. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

I. REPORT OF OFFICERS

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

J. CONSENT AGENDA

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

1. Approval of Minutes of the Annual and Regular Board Meetings, May 10, 2023 [Link](#)
2. Approval of Minutes of the Executive Session, May 10, 2023
3. Approval of Minutes of the Special Board Meeting, May 24, 2023 [Link](#)
4. Approval of a Resolution Designating Freedom of Information Act Officers and Open Meetings Act Officers and the Duties Thereof for the Champaign Park District [Link](#)

K. NEW BUSINESS

1. Approval of Disbursements
Staff recommends approval of the list of disbursements for the period beginning May 11, 2023 and ending June 14, 2023. **(Roll Call Vote)**
2. Approval of Bid for Dodds Tennis Center Roof Replacement
Staff recommends accepting the low bid from Sentry Roofing and authorizing the Executive Director to enter into a contract with Sentry Roofing for a total of \$230,331.00. [Link](#)
3. Approval of Subrecipient Agreement with the City of Champaign for Douglass Park Concessions and Ballfield Improvements Project
Staff recommends approval of the Subrecipient Agreement with City of Champaign in order to accept the grant funds of \$400,000.00. [Link](#)
4. Approval of Professional Services Agreement with Architectural Expressions for Douglass Park Concessions and Ballfield Improvements
Staff recommends approval of professional services agreement with Architectural Expressions for Douglass Park Ballfield Improvements for a total cost of \$68,859.00. [Link](#)
5. Approval of Amending Motion and Ratifying the Amendment to the Visit Champaign County/Experience Champaign Urbana Skelton Park Improvements Agreement
Staff recommends the Board reconsider and amend the motion to update the terms of the amendment to the agreement with Visit Champaign County/Experience Champaign Urbana and ratify the same. [Link](#)
6. Approval of Agreement with OpenGov
Staff recommend the Board approve the agreement with OpenGov and authorize the Executive Director to execute the agreement pending Legal review. [Link](#)
7. Approval of Agreement with Thirdside Development for Champaign Park District and Champaign Urbana Special Recreation Websites
Staff recommends approval of an agreement Thirdside Development to simultaneously design the Champaign Park District and Champaign-Urbana Special Recreation websites and to authorize the Executive Director to enter into a contract for a total cost of \$38,250.00. [Link](#)
8. Approval of Application for Illinois Department of Natural Resources (IDNR) Park and Recreational Facility Construction (PARC) Grant [Link](#)

L. DISCUSSION ITEMS

1. Board Meeting Format

M. COMMENTS FROM COMMISSIONERS

N. ADJOURN

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

May 10, 2022

The Champaign Park District Board of Commissioners held the Annual Meeting on Wednesday, May 10, 2023 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, and online due to President Miller's determination that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act was not practical or prudent because of the COVID-19 disaster. The Annual Board Meeting occurred pursuant to published notice duly given. President Miller and Vice President Hays presided over the meeting. Citizens were given the opportunity to participate in the teleconference at the web address:

<https://us02web.zoom.us/j/89438812005?pwd=b1VFTkVyKzVOcHk4bkhOS3hFK3N3dz09> or by calling 312-626-6799. Citizens were also offered the opportunity to submit comments or questions by email prior to the meeting. Those comments were to be announced by President Miller during the public comment portion of the meeting. Email submissions were solicited from the public through a notice of intent to speak or comment to be submitted by noon on Wednesday, May 10, 2023 to be sent to the Executive Director of the Park District at: sarah.sandquist@champaignparks.org. There were no email comments or questions submitted by citizens for consideration by the Board.

Present in person: President Kevin J. Miller, Vice President Craig W. Hays, Commissioners Timothy P. McMahon, Jane L. Solon, and Michael R. Somers, Attorney Guy C. Hall, Sarah Sandquist, Executive Director, and Jarrod Scheunemann, Secretary and Director of Administrative Services.

Present electronically: Commissioner Barbara J. Kuhl.

Staff present in person: Andrea Wallace, Director of Finance, Andrew Weiss, Director of Planning, Heather Miller, Director of Human Resources, Jameel Jones, Director of Recreation, Jimmy Gleason, Director of Revenue Facilities, and Steven Bentz, Director of the Virginia Theatre.

Staff present electronically: Bret Johnson, Assistant Director of Operations, Rachel Voss, Marketing Manager, Ryan Musgrove, Grounds Worker, and Will Schoell, Volunteer Coordinator.

Cindy Somers and President Miller's family attended the meeting in-person.

Call to Order

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

Swearing-in of New Commissioners

The certification of election results was provided to the Board. Attorney Hall administered the Oath of Office to elected Park Board Commissioners Barbara J. Kuhl and Michael R. Somers.

Vice President Hays welcomed the returning and new Commissioners. He presented a commemorative clock to Commissioner Miller and thanked him for his six (6) years of service.

Mr. Miller departed the meeting at 7:02 p.m.

Election of Officers

Election of President

Commissioner Solon made a motion to nominate and elect Craig W. Hays for the office of President. The motion was seconded by Vice President McMahon. There were no other nominations. Upon roll call, the vote was as follows: Vice President McMahon – yes; Commissioner Solon – yes; Commissioner Somers – yes; Commissioner Kuhl – yes; and President Hays - yes. The motion passed 5-0.

Election of Vice President

Commissioner Solon made a motion to nominate and elect Timothy P. McMahon for the office of Vice President. The motion was seconded by President Hays. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner Somers – yes; Commissioner Kuhl – yes; President Hays - yes; and Vice President McMahon - yes. The motion passed 5-0.

Appointment of Officers

Appointment of Secretary and Assistant Secretary

Commissioner Solon made a motion that Jarrod Scheunemann be appointed as Secretary of the Champaign Park District. The motion was seconded by Vice President McMahon. There were no other nominations. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; President Hays – yes; Vice President McMahon – yes, Commissioner Solon – yes; and Commissioner Somers. The motion passed 5-0.

Vice President McMahon made a motion that Sarah Sandquist be appointed as Assistant Secretary of the Champaign Park District. The motion was seconded by Commissioner Solon. There were no other nominations. Upon roll call, the vote was as follows: Commissioner Somers – yes; President Hays – yes; Commissioner Solon – yes; Commissioner Kuhl – yes; and Vice President McMahon – yes. The motion passed 5-0.

Attorney Hall then administered the Oaths of Office to Secretary Jarrod Scheunemann and Assistant Secretary Sarah Sandquist.

Appointment of Board Member to Boards and Committees

Commissioner Solon made a motion to nominate Jarrod Scheunemann to the Champaign Parks Foundation Board. The motion was seconded by Vice President McMahon. There were no other nominations. Upon roll call, the vote was as follows: President Hays – yes; Commissioner Kuhl – yes, Commissioner Somers – yes; Commissioner Solon – yes; and Vice President McMahon – yes. The motion passed 5-0.

Adjourn

There being no further business to come before the meeting, Vice President McMahon made a motion to adjourn the meeting. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner Somers – yes; President Hays – yes; Commissioner Solon – yes; Vice President McMahon – yes; and Commissioner Kuhl – yes. The motion passed 5-0. The Annual Meeting was adjourned at 7:06 p.m.

Approved:

Craig W. Hays, President

Jarrod Scheunemann, Secretary

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

May 10, 2023

The Champaign Park District Board of Commissioners held the Regular Meeting on Wednesday, May 10, 2023 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, and online due to then President Miller's prior determination that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act was not practical or prudent because of the COVID-19 disaster. The Annual Board Meeting occurred pursuant to published notice duly given. President Hays presided over the meeting. Citizens were given the opportunity to participate in the teleconference at the web address:

<https://us02web.zoom.us/j/89438812005?pwd=b1VFTkVyKzVOcHk4bkhOS3hFK3N3dz09> or by calling 312-626-6799. Citizens were also offered the opportunity to submit comments or questions by email prior to the meeting. Those comments were to be announced by President Hays during the public comment portion of the meeting. Email submissions were solicited from the public through a notice of intent to speak or comment to be submitted by noon on Wednesday, May 10, 2023 to be sent to the Executive Director of the Park District at: sarah.sandquist@champaignparks.org. There were no email comments or questions submitted by citizens for consideration by the Board.

Present in person: President Craig W. Hays, Vice President Timothy P. McMahon, Commissioners Jane L. Solon, and Michael R. Somers, Attorney Guy C. Hall, Sarah Sandquist, Executive Director, and Jarrod Scheunemann, Secretary and Director of Administrative Services.

Present electronically: Commissioner Barbara J. Kuhl.

Staff present in person: Andrea Wallace, Director of Finance, Andrew Weiss, Director of Planning, Heather Miller, Director of Human Resources, Jameel Jones, Director of Recreation, Jimmy Gleason, Director of Revenue Facilities, and Steven Bentz, Director of the Virginia Theatre.

Staff present electronically: Bret Johnson, Assistant Director of Operations, Rachel Voss, Marketing Manager, Ryan Musgrove, Grounds Worker, and Will Schoell, Volunteer Coordinator.

Call to Order

President Hays called the meeting to order at 7:07 p.m. following the Annual Meeting.

Comments from the Public

Mr. Randolph Truffa shared public comment regarding the Spalding skate park. He requested the Board consider adding lighting to the skate park to improve safety and accessibility. Mr. Truffa commented that errant foul balls from the neighboring baseball field enter the skate park. He requested the Board address this safety issue as well.

Communications

None.

Treasurer's Report

Ms. Wallace presented the Treasurer's Report for the month of April 2022. She stated that interest rates continue to increase, an RFP for Audit Services has been issued and Martin Hood continues to finalize agreed upon procedures for several grants.

Commissioner Kuhl requested a status update about the Department of Commerce and Economic Opportunity grant for the CUSR Center. Ms. Wallace anticipated the process would be finalized on June 1st.

Commissioner Solon made a motion to accept the Treasurer's Report for the month of April 2022. The motion was seconded by Vice President McMahon. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner Solon – yes; Commissioner Somers – yes; President Hays

– yes; and Vice President McMahon - yes. The motion passed 5-0.

Executive Director's Report

General Announcements

Ms. Sandquist thanked President Hays for attending a recent focus group. She highlighted several special events (Concert at Hessel Park, CU @ the Field, and Touch-a-Truck) that were well-attended.

Carol Cope was recognized as volunteer-of-the-year for FedEx. FedEx designated a grant award in her honor to the Virginia Theatre.

The Governor has lifted the COVID-19 disaster declaration effective May 11, 2023. Ms. Sandquist reminded the Board that the Open Meetings Act only permits remote participation during specific circumstances moving forward.

The Park District is a National Recreation and Park Association gold medal finalist for the second year in a row and staff will be attending the conference to accept the award in October.

Staff also recently met with the Park District's Illinois Distinguished Agency Accreditation mentor to begin the 2023 review process.

Committee and Liaison Reports

Champaign Parks Foundation

Mr. Scheunemann reported that Foundation Directors continue to secure sponsorships for the gala to be held on September 14, 2023. He also noted aspects of the composition of the Foundation board.

Report of Officers

Attorney's Report

Mr. Hall reported about preparing an agreement to disclaim and waive the first right of refusal for an expected transaction involving the Zahnd Park property. He also addressed several agreements regarding Skelton Park.

President's Report

President Hays shared information about University of Illinois' Dr. Pitas' focus group regarding unhoused individuals. He noted the joy that CUSR brings to its participants that he witnessed at the annual banquet. President Hays thanked staff for their efforts to plant a memorial tree in honor of Keeva Keeling.

Consent Agenda

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

1. Approval of Minutes of the Regular Board Meeting, April 12, 2023.
2. Approval of Minutes of the Special Board Meeting, April 26, 2023.
3. Approval of Resolution Ratifying Change Orders 26 and 27 for Martens Center Construction.
4. Approval of Sale of Vacant Land That Is No Longer Needed, Necessary, or Useful for Park Purposes and Uses.
5. Approval of a Resolution Establishing Authority for the Executive Director to Execute Change Orders

Mr. Scheunemann stated that the April 26, 2023 Special Meeting Minutes required a scrivener's error update as well as the addition of a comment regarding lighting in Morrissey Park from Commissioner Solon. The resolution establishing authority for the Executive Director to execute change orders also could be updated to reflect policy changes to the Executive Director's spending authority and legislative changes to the time period for which any change orders are required to be ratified by the

Board.

Commissioner Solon made a motion to approve the Consent Agenda with scrivener's error corrections adding Morrissey Park comment to the April 26, 2023 Special Meeting Minutes as well as updates to the resolution establishing authority for the Executive Director to execute change orders and parameters. The motion was seconded by Vice President McMahon. Upon roll call, the vote was as follows: Commissioner Somers – yes; Commissioner Kuhl – yes; President Hays – yes; Commissioner Solon – yes; and Vice President McMahon - yes. The motion passed 5-0.

New Business

Approval of Disbursements

Vice President McMahon made a motion to approve the list of disbursements for the period beginning April 12, 2023 and ending May 9, 2023. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: President Hays – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; Vice President McMahon – yes; and Commissioner Somers - yes. The motion passed 5-0.

Approval of Entering into an Agreement for Dental, Vision, and Life Insurance Benefits

Ms. Miller presented the report. She indicated that staff recommends entering into a one-year agreement with Kansas City Life for dental, life and vision benefits beginning June 1, 2023 through May 31, 2024.

Discussion and clarifications ensued about whether other park districts contract with Kansas City Life.

Commissioner Kuhl made a motion to approve entering into a one-year agreement with Kansas City Life for dental, life and vision benefits beginning June 1, 2023 through May 31, 2024. The motion was seconded by Vice President McMahon. Upon roll call, the vote was as follows: Vice President McMahon – yes; Commissioner Solon – yes; President Hays – yes; Commissioner Somers – yes; and Commissioner Kuhl – yes. The motion passed 5-0.

Approval of a Resolution to Apply for Illinois Department of Natural Resources (IDNR) 2023 Bicycle Path Grant

Mr. Weiss reported that the Illinois Department of Natural Resources (IDNR) is currently accepting applications for the Bike Path Grant due May 15, 2023. A grant application for the same project to develop a pedestrian/bicycle bridge with approaches over the Copper Slough at Porter Park in 2020 was unsuccessful, but it's worth noting year-to-year State funding varies with the competitive grant.

Commissioner Solon inquired whether the Park District would be required to pay for design development fees that have previously been incurred. Mr. Weiss confirmed that the Park District would not need to reengage Sodemann and Associates for design development.

Commissioner Somers made a motion to approve of the IDNR Bicycle Path Grant Resolution of Authorization and proceed with a \$175,000 grant application. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Vice President McMahon – yes; Commissioner Kuhl – yes; President Hays – yes; Commissioner Solon – yes; and Commissioner Somers - yes. The motion passed 5-0.

Approval of Subrecipient Agreement Between the City of Champaign and the Park District for the Community Matters Program

Mr. Jones reported about the beneficial outcomes of this longstanding partnership with the City to provide youth recreation programming as an alternative to troubled behavior.

President Hays noted several items within the agreement that he recommends reconsidering with next

year's agreement process.

Commissioner Kuhl made a motion to approve the Subrecipient Agreement between the City of Champaign and the Park District for the Community Matters Program. The term of the agreement is from July 1, 2023 through June 30, 2024. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner Somers – yes; President Hays – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; and Vice President McMahon - yes. The motion passed 5-0.

Commissioner Kuhl departed the meeting at 7:48 p.m.

Discussion Items

Decennial Committee on Local Government Efficiency Act

Mr. Scheunemann reported that the Park District is required to form a committee by June 10, 2023 that includes the Park Board, executive director, and two residents to address the ways in which the Park District efficiently and effectively delivers park, recreation, and cultural arts programs, facilities, and services to its residents.

Commissioners were requested to consider the Park District's needs regarding this committee and to reach out to residents to find and recommend potential participants.

Champaign Parks Foundation - 3rd Quarter Financial Update

Ms. Wallace presented the report. She highlighted several items within the report including a \$300,000 donation in support of the Douglass Park ballfields project and a donor who annually supports the visual and performing arts program. She noted that net assets had increased due to a \$100,000 bequest and the Parks Foundation had recorded \$165,000 in expenditures.

Champaign Park District – 3rd Quarter Financial Update

Ms. Wallace reported that property tax revenues had increased slightly and the Park District is currently underbudget due to vacancies. Budgetary overages are now attended to by the supplementary budget. Ms. Wallace projected a \$5,000,000 surplus by the end of the fiscal year.

Comments from Commissioners

President Hays thanked Vice President McMahon for his dedication to the Park District and presented him with a certificate in honor of his ten (10) years of service. President Hays also reminded the Board to consider attending the memorial tree planting for Keeva Keeling, a staff member who recently passed away.

Vice President McMahon shared about a recent visit to Spalding Park and noted that every amenity within the park was being utilized. He stated that this is a direct result of the Park District's recent investments in the park.

Executive Session

Commissioner Solon moved pursuant to the basis set forth below to convene into Executive Session. The motion was seconded by Vice President McMahon. Upon roll call, the vote was as follows: Commissioner Somers – yes; President Hays – yes; Commissioner Solon – yes; and Vice President McMahon – yes. The motion passed 4-0. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Par. 120/2 (c)(2) collective negotiating matters involving the public body.

Return to Regular Meeting

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

Adjourn

There being no further business to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Vice President McMahon. Upon roll call, the

vote was as follows: Vice President McMahon – yes; Commissioner Solon – yes; President Hays – yes; and Commissioner Somers – yes. The motion passed 4-0 and the meeting was adjourned at 8:40 p.m.

Approved:

Craig W. Hays, President

Jarrod Scheunemann, Secretary

**CHAMPAIGN PARK DISTRICT
MINUTES OF SPECIAL MEETING
BOARD OF COMMISSIONERS
May 24, 2023**

The Champaign Park District Board of Commissioners held a Special Meeting on Wednesday, May 24, 2023 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. Commissioner Barbara J. Kuhl presided over the meeting.

Present: Commissioners Barbara J. Kuhl, Jane L. Solon and Michael R. Somers, Sarah Sandquist, Executive Director, Jarrod Scheunemann, Director of Administrative Services/Board Secretary, and Attorney Guy Hall.

Excused with prior absence noted: President Craig W. Hays and Vice President Timothy P. McMahon.

Staff Present: Andrea Wallace, Director of Finance, Andrew Weiss, Director of Planning, Dan Olson, Director of Operations, Heather Miller, Director of Human Resources, Jimmy Gleason, Director of Revenue Facilities, Todd Blazaitis, Budget Manager, and Rachel Voss, Marketing Manager.

Khalil Zaied and Shannon Beranek from the City of Champaign Public Works Division, Jayne DeLuce from Experience Champaign-Urbana attended the meeting in-person.

Chris King and Samantha Chandler from OpenGov also attended the meeting via teleconference.

Call to Order

Commissioner Kuhl called the meeting to order at 5:30 p.m.

Commissioner Solon moved to appoint Commissioner Kuhl as President Pro-Tem to preside over the Special Meeting in the absence of President Hays and Vice President McMahon. The motion was seconded by Commissioner Somers. The motion passed 3-0.

Comments from the Public

There were no comments from the public.

Presentation

Mr. King and Ms. Chandler presented on behalf of OpenGov, a cloud-based software system for collaborative budgeting and financial management. They reviewed the software's features that are to support the Park District's budget process and highlighted future potential uses such as, capital planning, asset management, human resources, and procurement.

Commissioner Solon requested more information about ownership and format of the data. Mr. King responded that the Park District will retain complete ownership over the data and that it will be able to be imported into usable formats such as excel.

Commissioner Somers asked whether other park districts use OpenGov for more features beyond budgeting. Mr. King responded that a majority only use the software for its budget features.

Mr. King added that the duration of the initial agreement would be three (3) years and that OpenGov's help desk is open from 6:00 a.m. to 9:00 p.m., Monday through Friday. Commissioner Kuhl requested clarification about when the agreement will begin if the current budget is complete. Mr. King responded that set up will begin within this fiscal year and will be utilized for the FY24-25 budget process.

Commissioner Kuhl thanked the OpenGov staff for their presentation.

Comments from the Public

None.

Consent Agenda

Commissioner Kuhl stated that 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

Commissioner Solon made a motion to approve the Consent Agenda. The motion was seconded by Commissioner Somers. The motion passed 3-0.

New Business

1. Approval of Amendment to License Agreement with the City of Champaign for Skelton Park

Ms. Sandquist presented the amendment to the 1991 license agreement between the City of Champaign and the Champaign Park District for Skelton Park. The amendment is part of several agreements that the Board will consider as part of the African American Heritage Trail improvements to Skelton Park.

Commissioner Kuhl requested clarification to the section numbering throughout the amendment.

Commissioner Solon made a motion to approve the amendment to the license agreement with the City of Champaign for Skelton Park with recommended revisions to clarify the section numbering. The motion was seconded by Commissioner Somers. The motion passed 3-0.

2. Approval of Intergovernmental Agreement with the City of Champaign for Skelton Park

Ms. Sandquist reported that this intergovernmental agreement outlines the roles and responsibilities for the improvement and maintenance of Skelton Park.

Commissioner Kuhl requested clarification about what the Park District will own if the agreement is cancelled. Attorney Hall responded that the Park District will not own the property or the permanent fixtures such as the sidewalks, but it will own removable items such as artistic displays and musical instruments.

Discussion and clarifications ensued about the ownership and maintenance of the sculpture that Experience Champaign Urbana will install at the park. Ms. DeLuce responded that Experience Champaign Urbana will purchase, install, and maintain the sculpture.

Commissioner Kuhl requested the ownership and maintenance of interior and exterior sidewalks and pathways be clarified throughout the agreements.

Discussion and clarification ensued about the ownership and maintenance of items that will be included in the Skelton Park improvement project including the sculpture. Ms. DeLuce stated that Experience Champaign Urbana would transfer ownership of the sculpture to the Park District and continue to maintain the sculpture. Attorney Hall stated that he will update the agreement accordingly.

Commissioner Solon made a motion to approve an intergovernmental agreement with the City of Champaign for Skelton Park with clarifications to terms regarding ownership upon termination, ownership, and maintenance of the interior pathways and exterior sidewalks as well as Experience Champaign Urbana's donation of the sculpture installation to the Park District. The motion was seconded by Commissioner Somers. The motion passed 3-0.

3. Approval of Amendment to Agreement with Visit Champaign County Now Known as Experience Champaign Urbana

Commissioner Solon made a motion to approve an amendment to an agreement with Visit Champaign County now known as Experience Champaign Urbana. The motion was seconded by Commissioner Somers. The motion passed 3-0.

4. Approval of Accepting Bid for Lights at Porter Park Parking Lot

Mr. Olson presented the report. He stated that solar lighting is an effective and less expensive solution for the Porter Park parking lot. The proposal includes eight poles to be installed with 35-watt LED lights and batteries. The bid includes a seven (7) year warranty on the solar lights.

Discussion and clarifications ensued regarding the cost to replace the solar panel and light, the products' durability in inclement weather, cleaning, motion detection technology, and whether the cost for the time it will require for staff to install the lights is included in the capital plan budget totals.

Mr. Olson responded that each light with solar panel costs roughly \$3,000 to replace; the solar panels are double layered with tempered glass for impact resistance; the lights will turn off if no motion is detected, and that the solar panels require minimal cleaning.

Ms. Sandquist responded that staff will address quantifying staff time to allocate this expense to future projects.

Commissioner Solon reminded staff to consider methods for alleviating the lack of electricity at Porter Park in addition to this project.

Commissioner Somers made a motion to accept the low, responsible base bid from SELS USA, LLC and authorize the Executive Director to enter into a purchase for \$29,942.00. The motion was seconded by Commissioner Solon. The motion passed 3-0.

5. Approval for Moving Forward with BS&A Cloud Software

Ms. Wallace reported that the Park District has contracted with BS&A for financial software services since 2015. Staff requested that the Board approve transitioning to the cloud software

version of BS&A. With Board approval, the Park District will be added to a wait list with the expectation that the Park District will switch to the cloud software version in one (1) year.

Discussion and clarification ensued regarding the required fees, efficiencies, educational aspects, software integration with other Park District software, and whether staff have reviewed and tested the software.

Commissioner Solon made a motion to authorize the Executive Director to accept the BS&A proposal 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 not to exceed \$57,625.00 for upgrade, implementation, and training. The motion was seconded by Commissioner Somers. The motion passed 3-0.

6. Approval of Intergovernmental Agreement (IGA) with Champaign County Clerk for Election Boxes

Commissioner Solon made a motion to 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. The motion was seconded by Commissioner Somers. The motion passed 3-0.

7. Approval of a Resolution to Form the Local Government Efficiency Committee

Ms. Sandquist stated that staff recommends approval of a resolution to form the Local Government Efficiency Committee for submission to the County Clerk by June 10, 2023. Discussion ensued.

Commissioner Solon made a motion to approve a resolution on forming the Local Government Efficiency Committee subject to appointing two residents who are willing to serve on the committee prior to the resolution's submission to the County Clerk. The motion was seconded by Commissioner Somers. The motion passed 3-0.

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

Ms. Wallace presented the report. She reported that staff had prepared and posted public notice of a request for proposal (RFP) for auditing services. Ms. Wallace also sent the RFP to five (5) accounting firms. Two firms no bid due to staffing shortages. One bid was received from Lauterbach & Amen, LLP.

Discussion and clarification ensued about the accounting firms that are contracted for services for other local government bodies.

Commissioner Solon made a motion to accept the proposal for auditing services from Lauterbach & Amen, LLP and authorizes 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. Commissioner Somers seconded the motion. The motion passed 3-0.

Discussion Items

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

Mr. Weiss reported that the PARC grant application is due by June 15, 2023. Staff request the Board consider an application for a 4,000 square foot shelter at Prairie Farm. The application will request \$1,000,000 to apply for design and construction of the facility.

Ms. Sandquist added that the facility will fit within the updated Prairie Farm master and business plans with the intent to make Prairie Farm a year-round destination.

Discussion and clarifications ensued regarding the size, location, total cost, ability to increase engagement at Prairie Farm, and HVAC specifications.

The Commissioners requested staff to prepare multiple proposals for various sizes and locations for the facility at Prairie Farm for the Board to consider at the June 14, 2023 Regular Meeting.

2. Board Meeting Format

Mr. Scheunemann presented the report. He asked the Board to consider whether it would prefer to electronically broadcast its meetings. Multiple methods for accomplishing this goal were discussed.

The Commissioners requested this topic be added to the June 14, 2023 Regular Meeting Agenda for discussion among all Board members.

Commissioner Comments

Commissioner Solon commented that she has attended recent memorial tree plantings and she complimented staff about the success of the program and process.

Commissioner Somers noted that Hessel Park has been busy with patrons.

Commissioner Kuhl recognized the busy time of year for staff and complimented their efforts.

Adjourn

There being no further business to come before the Board, Commissioner Somers made a motion to adjourn the meeting. The motion was seconded by Commissioner Solon. The motion passed 3-0 and the meeting was adjourned at 6:35 p.m.

Approved:

Craig W. Hays, President

Jarrod Scheunemann, Secretary

**RESOLUTION
A RESOLUTION DESIGNATING FREEDOM OF
INFORMATION OFFICERS AND OPEN MEETINGS OFFICERS
AND THE DUTIES THEREOF FOR THE CHAMPAIGN PARK
DISTRICT.**

WHEREAS, Public Act 96-0542, became effective on January 1, 2010, and amended the Open Meetings Act (5 ILCS 120/1.01, et seq.), the Freedom of Information Act (as amended, "FOIA", 5 ILCS 140/1 et seq.) and the Attorney General Act (15 ILCS 205/0.01, et seq.) to make changes concerning the codification of the Public Access Counselor and changes to FOIA and the Open Meetings Act; and

WHEREAS, the Champaign Park District, Champaign County, Illinois (the "Park District") is a "public body" as defined by FOIA and the Open Meetings Act;

WHEREAS, FOIA provides that the Park District may promulgate rules and regulations in conformity therewith pertaining to the availability of records and procedures to be followed, including, but not limited to, (i) the times and places where requested records will be available, (ii) the persons from whom such requested records may be obtained, and (iii) the establishment of fees reasonably calculated to reimburse the Park District its actual cost for reproducing and certifying public records and for the use, by any person, of the equipment of the Park District to copy records, subject to compliance with FOIA; and

WHEREAS, it is also suitable for the Open Meetings Officer to be the same as the Freedom of Information Officer for administrative convenience.

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of the Champaign Park District that the following Freedom of Information and Open Meetings guidelines are hereby adopted:

1. Freedom of Information Officers: The Champaign Park Board hereby designates the Executive Director as the Freedom of Information Act Officer and the Director of Administrative Services as the Alternative Freedom of Information Officer.
2. Open Meetings Officers: The Champaign Park Board hereby designates the Executive Director as the Open Meetings Act Officer and the Director of Administrative Services as the Alternative Open Meeting Act Officer.
3. Duties: The Freedom of Information and Open Meetings Officer or the officer's designee shall:
 - a. Prepare policies or rules for Board approval regarding the dissemination of such records and the persons from whom such records may be obtained;
 - b. Respond to inquiries relating to the Freedom of Information and Open Meetings Act;
 - c. Prepare a brief description of the method whereby the public may request information of public records, a directory designating the Freedom of Information and Open Meetings Officer(s), the address where requests for public records should be directed and any fees chargeable for such records. Such information shall also be posted on the Park District's website.
 - d. The Freedom of Information and Open Meetings Officer, or alternate as the case may be, shall undertake such other actions as are necessary for the Park District to comply with the Freedom of Information Act and Open Meetings Act.

APPROVED by the President of the Board of Commissioners of the Champaign Park District this 14th day of June, 2023.

Attest:

Craig W. Hays, President

Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: June 14, 2023

SUBJECT: Dodds Tennis Center Roofing

Background

The Dodds Tennis Center is constructed with two different roof areas. This bid is solely for improving the standing seam metal roofing that is over the tennis courts. The flat roof over the office area is not part of this bid. The area being repaired for leaks is beginning to rust and has portions of the existing overlay that have disappeared and disintegrated.

The new roof will overlay the existing roof and consist of three layers. The bottom layer will be flat insulating foam, the middle will be an isocyanic board, and the top layer will be PVC. There will be a snow and ice fence on both the north and south edge to protect gutters and patrons. There is a twenty-year warranty.

Prior Board Action

This project was Board approved as a capital project last year and rolled over into this budget year.

Bid Results

Bids were opened and read aloud on June 6, 2023. Results are tabulated below.

Bidder	Base Bid
Sentry Roofing, Covington, IN	\$230,331.00
Tiles in Style LLC DBA Taza Construction, South Holland, IL	\$545,786.00

Budget Impact

A total of \$450,000 was allotted for the project in FY 22-23.

\$450,000.00
~~-\$230,331.00~~
\$219,669.00 Remaining

Recommended Action

Staff recommends approval of accepting the low bid from Sentry Roofing and authorizing the Executive Director to enter into a contract with Sentry Roofing for a total of \$230,331.00.

Prepared by:

Daniel Olson
Director of Operations

Reviewed by:

Sarah Sandquist
Executive Director



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: June 14, 2023

SUBJECT: Douglass Park Improvements and Subrecipient Agreement with City of Champaign

Background

During the 2022-2023 funding cycle, Champaign Park District applied for funding through the IDNR OSLAD program for a matching grant to be used for improvements to Douglass Park including restrooms, a concession facility, new ballfield, and drainage improvements to the two existing fields. The grant request was for \$400,000 and included a required equal match from the Park District. The Park District did not receive the grant and has since explored other options to cover the requested grant amount of \$400,000. A request was submitted to Senator Duckworth's office for Congressionally Directed Funds, which was denied. Conversations with Champaign-Urbana Public Health about funding opportunities and general questions on the minimum set-up required for concessions operations led into a conversation with Champaign County Board and City of Champaign about allocating American Recovery Plan Act (ARPA) funds towards this project. The City of Champaign has tentatively agreed to allocate ARPA funds toward the project pending approval at their Council meeting scheduled for June 20, 2023.

Douglass Ballfield Improvements align nicely with several City initiatives, including the Gun Violence Reduction Blueprint and Mayor's Initiative on Food Insecurity. Additionally, recent City and Park District improvement partnerships throughout the community (i.e., Bristol, Glenn, and Skelton Parks) have been well received and have demonstrated that pooled resources multiply possibilities. The importance of Douglass Park and its ancillary facilities cannot be overstated; it is a nexus of multi-generational art, culture, and recreation. It traces its origin to the 1930's, with organized baseball and softball among its earliest programs. Over the years Douglass Park and its offerings have been a constructive and effective presence in the lives of young people, and the baseball program continues to be a positive character and confidence-building force. Grandparents and parents who spent their youth in the very same program are now watching their own children learn and grow at Douglass Park's McFarland Field, and the accommodations need an upgrade for both participants and spectators.

Prior Board Action

During the August 24, 2022, Special Board Meeting, the Park Board of Commissioners approved proceeding with an application for a \$400,000 OSLAD grant to support the Douglass Park Concessions and Baseball Improvements Project. During the December 14, 2022, Regular Board Meeting, the Park Board of Commissioners approved acceptance of a donation of \$300,000 from an anonymous donor.

Budget Impact

The Park District is responsible for funding the entire project up front, estimated at \$1,100,000 with \$400,000 reimbursement from City of Champaign and \$300,000 already received from an anonymous donor. \$400,000 was previously approved in the FY 23/24 Capital Improvement plan.

Recommended Action

Staff recommends approving the attached Subrecipient Agreement with the City of Champaign in order to accept the grant funds of \$400,000.

Prepared by:

Reviewed by:

Sarah Sandquist
Executive Director

Jarrod Scheunemann
Director of Administrative Services

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF CHAMPAIGN AND THE CHAMPAIGN PARK DISTRICT
FOR THE DOUGLASS PARK BALLFIELD IMPROVEMENTS PROJECT**

THIS AGREEMENT (the “Agreement”) is entered this ____ day of _____, 2023 by and between the **City of Champaign** (herein called the “Grantee” or the “City”) and the **Champaign Park District** (herein called the “Subrecipient” or the “Park District”) (each a “Party” and together the “Parties”).

WHEREAS, the Grantee has received American Rescue Plan Act (“ARPA” or the “Act”) funding – specifically, Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) (the “Recovery Funds”), which provide emergency funding for eligible state, local, territorial and Tribal governments; and

WHEREAS, the Grantee wishes to subaward the Subrecipient a portion of Grantee’s Federal award of SLFRF to be utilized by the Subrecipient for purposes described and authorized within the Act (the “Subaward”) in the amount of \$400,000.00; and

WHEREAS, use of the Subaward must be in accordance with the requirements imposed by Federal statutes, regulations, and the terms and conditions of the Grantee’s Federal award, and by signing this Agreement, the Subrecipient assures the Grantee it shall comply with all of the requirements of the Subaward.

NOW, THEREFORE, in consideration of the need for recovery from the COVID pandemic as authorized by the Act and the promises and mutual covenants described herein, the Parties mutually agree to the terms described in this Agreement.

I. SCOPE OF WORK

Subrecipient will take all steps necessary to complete the improvements to the Douglass Park Ballfield complex (“Project”), including but not limited to a new concession building including fully functioning, restrooms that are sufficient for families, a new north ballfield, existing east ballfield improvements, and existing south ballfield improvements as set forth more fully in Exhibit 1 and Exhibit 2 attached hereto and incorporated herein, but excluding the Pavilion that is depicted in Exhibit 2.

A. Scope Conditions

1. As a condition of receiving this Subaward, the Subrecipient shall perform all of the work described in this Agreement in a manner satisfactory to the Grantee and consistent with the terms and conditions of this Agreement, the Act, and all applicable local, state, and Federal statutes and regulations. Specifically, Subrecipient agrees to comply with the requirements of the American Rescue Plan Act including Subtitle M, Sections 602 and 603 of the Social Security Act, and Section 200 of Title 2 of the Code of Federal Regulation (“C.F.R.”). The

Subrecipient further agrees to utilize the Subaward to supplement rather than supplant funds otherwise available.

2. Changes in the Scope of Work, budget or method of compensation contained in this Agreement may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee, unless otherwise noted.
3. The Subrecipient may only carry out the activities described in this Agreement as the Scope of Work. Subrecipient is prohibited from charging to the Subaward the costs of ineligible activities, including but not limited to using the Subaward provided herein, or personnel employed in the Scope of Work under this Agreement for:
 - i. Contributions to rainy day funds, financial reserves, or similar funds.
 - ii. Payment of interest or principal on outstanding debt instruments.
 - iii. Inherently religious activities, such as worship, religious instruction, or proselytization and/or those that promote or inhibit religious interest.
 - iv. Lobbying, support of candidates for public office, or other political activities.
 - v. Funding for programs that do not serve City of Champaign residents.

B. Program Detail

1. The Subrecipient will administer all tasks in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.
2. This paragraph B and paragraph A above as well as the paragraph titled “Scope of Work” shall comprise the “Scope” or “Scope of Work.”

C. Performance and Compliance Monitoring

1. The Grantee shall have the right to monitor and evaluate the progress and performance of the Subrecipient to ensure that the terms of this Agreement are being satisfactorily fulfilled in accordance with the Grantee’s and other applicable monitoring and evaluation criteria and standards.
2. Performance metrics and Scope of Work may be adjusted periodically by the Parties following performance monitoring to account for successes and challenges encountered.
3. The Parties shall fully cooperate with each other in relation to such monitoring and evaluation and may be expected to participate in periodic meetings to ensure that the Subrecipient is maintaining appropriate documentation to support the services outlined in this Scope of Work. These meetings may be used to review the approved budget to ensure appropriate invoices, services and activities are captured as required by the Finance Department. The review will also ensure the expenditures align with program and progress reports as monitored by the Neighborhood Services Department. This meeting may also be

used to submit written requests for reimbursement for spending or to submit written request for advance funding for specific activities.

D. Subrecipient Records

1. All costs under the Subaward must be budgeted costs.
2. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Subaward is required.
3. Subrecipient shall maintain files containing information which shall clearly document all costs related to the Scope of Work and all services/activities provided or performed in conjunction with this Agreement, including, but not limited to:
 - i. A general ledger with an income and expense account for each budgeted line item;
 - ii. Paid invoices with check number, date paid, and service or goods received;
 - iii. Cash receipts for payment of wages;
 - iv. Contracts;
 - v. Receipts with amount paid, date, and service or goods received;
 - vi. Payroll reports;
 - vii. Bank statements and bank reconciliations;
 - viii. Other financial records not listed by the above that document expenditures of the Subaward;
 - ix. Other documentation requested by the Grantee.
4. All records shall be retained by the Subrecipient for a period of five (5) years after the Grantee's Recovery Funds are required to be expended or obligated, whichever is later. During the term of this Agreement and such five (5) year period, the Grantee may require copies of any or all Subrecipient's records relating to this Agreement or expenditure of any of Subrecipient's funds, whether from the Subaward or other, which Subrecipient shall provide within seven (7) business days of such request.
5. The Grantee, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination.
6. Subrecipient shall comply with the Privacy Act of 1974 and 2 CFR 200.335, Collection and Transmission, in the collection, maintenance, use and dissemination of personally identifiable information such as social security numbers, financial and medical information. Subrecipient will limit the collection, use and access of information about individuals that is relevant and necessary to accomplish its purpose, and that such data be maintained with appropriate administrative, technical and physical safeguards to protect the information.

E. Subrecipient Reporting

1. Subrecipient shall provide the Grantee with monthly reports and a close-out report. These reports shall include the:

- i. Current status and progress by the Subrecipient in performing the Scope of Work;
 - ii. Detail of the expenditure of funds under this Agreement;
 - iii. Copies of the monthly performance reporting template;
 - iv. Any other information requested by the Grantee.
2. Monthly reports are due to the Grantee no later than fifteen (15) days after the end of each month of the program year and shall be sent each month until submission of the administrative close-out report. A program close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the Scope of Work contained in this Agreement, whichever first occurs.
3. If all required reports and copies are not sent to the Grantee or are not completed in a manner acceptable to the Grantee, then the Grantee may withhold further payments until they are completed.
4. The Subrecipient shall provide additional data, written reports, and/or information that may be requested by the Grantee from time-to-time.

F. Staffing

1. The Subrecipient shall allocate the necessary staff, resources, and time to carry out the Scope of Work in a timely manner. Subrecipient shall ensure that the number, background, and qualifications of the Subrecipient's staff providing related services funded under this Agreement are appropriate.
2. The Subrecipient shall supervise and direct the completion of all activities under this Agreement, including but not limited to the Scope of Work. The Supervisor at the Subrecipient who shall be responsible for this Agreement and who shall be considered the Grantee's primary contact related to its administration is:

Contact Information:

Sarah Sandquist, Executive Director
Champaign Park District
706 Kenwood Road
Champaign, IL 61821

G. Audit and Sam.Gov

1. If the Subaward is in excess of \$200,000, or upon the request of the Grantee, the Subrecipient shall obtain an audit of its annual financial statements by an independent audit firm and, if required, under the Uniform Guidance (required under 2 C.F.R., Part 200, Subpart F if the subrecipient expends more than \$750,000 in federal awards in a fiscal year), a Single Audit. A copy of all audit reports, management letters, findings or questioned costs shall be provided to the Grantee no later than nine months after the end of the Subrecipient's fiscal year.

2. The SAM.gov assistance listing number (formerly known as the CDFA number) is 21.027.

H. Programming

Douglass Park provides services for all Champaign residents but focuses on providing services and access to the residents of the Douglass Park neighborhood, a historically underserved area of Champaign. Douglass Park is the home for multi-generational art, culture and recreation. Douglass Park has provided a home for First String, Inc. and Kiwanis C-U Little League baseball and football programs as well as Juneteenth events, and C-U Days. Subrecipient shall continue programming for Douglass Park and its new facilities that continue the already established programs as well as increase the capacity for additional programs that continue to benefit and offer opportunities for the Douglass Park neighborhood.

II. GRANTEE REIMBURSEMENT

- A. Subrecipient shall be solely responsible for making all payments to contractors for the completion of all work set forth in the Scope of Work and that is performed on the Project, subject to a right of reimbursement from the City for certain costs as provided below.
- B. Grantee shall reimburse Subrecipient up to \$400,000.00 of Project costs beginning after Subrecipient's contribution of \$400,000.00 from its General Fund or Recreational Fund and exclusive of any donations for the Project. Subrecipient is not allowed to sub-plant its \$400,000.00 funding commitment with donation funding. Subrecipient shall provide a statement of revenues as well a statement of expenses applied to the Project.

The overall cost estimate for the Project is \$1,047,857.00. Subrecipient is responsible for any Project cost above the \$800,000.00 (comprised of the Subrecipient's initial \$400,000.00 commitment and Grantee's \$400,000.00 reimbursement).

- C. Grantee will not provide any additional funds to the Project and will only use funds set forth in Section IV. BUDGET below. Project reimbursement by Grantee is limited to the \$400,000.00 reimbursement. Should the Project come in under the cost estimate and/or the pledging of funds or making of donations, Grantee's total reimbursement may be less.
- D. Subrecipient must comply with all ARPA regulations, including timelines, unless specifically shortened in this Agreement.
- E. In the event Subrecipient fails to complete the entire Project as set forth in the Scope of Work and within the timeframe set forth herein, this Agreement will terminate and Grantee will not be required to make any payments to Subrecipient as set forth herein. In the event Grantee fails to perform pursuant to the terms of this Agreement,

Subrecipient may undertake any action to enforce this Agreement, whether at law or in equity.

III. TIME OF PERFORMANCE

Scope of Work for the Project shall start on July 1, 2023, shall have the Project under contract by July 1, 2024, and be completed by July 1, 2025, unless otherwise extended in written modification to this contract executed by the Grantee and the Subrecipient. Requests for reimbursement must occur by October 31, 2025. The term of this Agreement ends on December 15, 2025 when reimbursements are to have been made.

IV. BUDGET

Subrecipient is required to obtain Grantee approval for budget and program or project scope revisions, and such revisions may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee. (2 CFR 200.308).

Line Item	Fund Source	Amount
Douglass Park Ballfield Improvements-Construction and rehabilitation of a new concession building, restrooms, a new north ballfield, existing east ballfield improvements, and existing south ballfield improvements	ARPA	\$400,000

V. PAYMENT TERMS

- A. It is expressly agreed and understood that the total amount to be paid by the Grantee as reimbursement, under this Agreement shall not exceed **Four Hundred Thousand dollars** and 00/100 (the “Total Subaward Amount”) and shall begin to be reimbursed for expenses that are incurred after Subrecipient’s \$400,000.00 contribution.
- B. The Grantee shall pay to Subrecipient an amount up to the Total Subaward Amount as full compensation for the Scope of Work to be performed or undertaken by Subrecipient under this Agreement. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Scope of Work as determined by the Grantee.
- C. All payments to the Subrecipient are contingent on the availability of Recovery Funds to the Grantee, and further subject to all applicable Federal, state, and local laws regarding the governance of such funds within ARPA.
- D. The Grantee, at its sole discretion, can substitute any or all of the ARPA funding with general City revenues. If the Grantee elects to do so, it will notify the Subrecipient of the amount of ARPA funding substituted with general City revenues for their own records; however, this substitution shall not constitute a waiver of any of Subrecipient’s responsibilities or

obligations under this Agreement, unless and until the City provides notice of the cessation of such responsibilities or obligations to the Subrecipient in writing.

- E. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
- i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has submitted timely reimbursement requests detailing the eligible reimbursement items in a format approved by Grantee; and
 - iv. That Subrecipient has certified with each reimbursement request that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of Federal assistance under ARPA and Federal regulations.
- F. Reimbursement-based payments: As frequently as monthly, but no longer than quarterly, the Subrecipient should submit a request for payment on the payment form provided by Grantee, shown as Attachment A, along with all required supporting documentation for reimbursement. Each request for payment shall be broken down into requested draws against the budget line items and supported by supporting invoices, bills, time sheets, and other documents necessary to justify the payment, and any other information required by the Grantee. As long as all required documentation/information is included with the request for reimbursement, the Grantee will process the request and provide funds to the Subrecipient within 15 business days.
- G. During monthly pay meetings, Subrecipient will have an opportunity to ask questions regarding required documentation, submit copies and review supporting documentation of expenses charged to the Subaward, including but not limited to invoices, bills, time sheets, and any other information requested by the Grantee, with the designated staff from the Finance Department and Neighborhood Services Department.
- H. As required by 2 C.F.R. §200.415(a), any request for payment for reimbursement under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”
- I. Payments may be contingent upon review and approval of the Subrecipient’s financial management system or other recordkeeping system by the Grantee.

- J. The Grantee reserves the right to decline payment of funds or to demand repayment of funds deemed to be ineligible under ARPA guidelines, this Agreement, and other applicable program guidelines, provided that, Grantee shall specify to Subrecipient the nature, extent, and basis for such determination and provide Subrecipient with an opportunity to dispute such declination or demand.

VI. DEFAULT; TERMINATION OF AGREEMENT

- A. For Cause: This Agreement may be terminated by Grantee for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City Manager, whose decision shall be final, provided that, Subrecipient shall have the right to a determination by a court of competent jurisdiction regarding such decision. The City Manager may determine whether immediate termination of the Agreement is appropriate or may direct that remedial action be taken within a specified period of time. If the City Manager directs that remedial action be taken by Subrecipient, and Subrecipient fails to take such remedial action within the time limit prescribed by the City Manager, Grantee may terminate the Agreement immediately for cause. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement or substandard performance by the Subrecipient.

In the event Subrecipient fails to complete the Project in its entirety as described in the Scope of Work, this Agreement will be terminated in accordance with paragraph A above and Grantee will not be responsible for any payment or reimbursement of Project costs. Additionally, should the Project not be completed and reimbursement of costs by Grantee has already occurred, Subrecipient will return said reimbursements to Grantee in their entirety.

- B. Post Expiration and Termination Procedures: Except as otherwise provided for in this Section VI, upon expiration or in the event of early termination, all remaining and unspent Subaward funds, shall immediately become the sole and separate property of the Grantee and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Grantee. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with Subaward funds shall, at the option of the Grantee, become Grantee's property, provided that, Grantee shall in no manner whatsoever be entitled to or deemed to own the subject Douglass Park property or any of its fixtures, appurtenances or other attachments of any kind or character whatsoever.

VII. AMENDMENTS

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local regulations, statutes, governmental guidelines, policies, and available funding amounts, or for other reasons, and the Subrecipient agrees to comply with such amendment.

VIII. ADDITIONAL TERMS AND CONDITIONS

A. Federal Regulations and Statutes

The compliance provisions attached as Attachment B hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same as required by ARPA.

B. Assurances of Compliance with Civil Rights Requirements

The assurances of compliances with civil rights requirements attached as Attachment C hereto are made a part of this Agreement and Subrecipient agrees to comply therewith.

C. Mandatory Disclosures (2 CFR 200.113)

The Subrecipient must disclose, in a timely manner, in writing to the Grantee all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Federal award. Subrecipients that have received a Federal award are required to report certain civil, criminal, and administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedial activities described in 2 CFR 200.338 including suspension or debarment.

D. Independence of Subrecipient

Nothing herein contained nor the relationship of Subrecipient to Grantee, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the Grantee. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance to or on behalf of Subrecipient, as the Subrecipient is an independent contractor.

The Parties shall not be construed to be partners and no partnership is hereby created or designated, whether directly or indirectly, at any time or for any purpose. Any use of the word "partner" or "partnership" shall be deemed strictly colloquial and shall have no legal meaning.

E. Remedial Actions

In the event of Subrecipient's noncompliance with section 602 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Social Security Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Social Security Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Social Security Act, as applicable.

F. Hatch Act

Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

G. False Statements

Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

H. Publications and Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services under this Agreement. All activities, facilities, and items utilized pursuant to this Agreement and/or the Subaward shall be prominently labeled as to funding source as the City of Champaign. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by a Federal award to the City of Champaign by the U.S. Department of the Treasury."

I. Conflicts of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611. The Subrecipient further certifies and warrants that neither it nor any members of its board, officers, or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

J. Debts Owed to the Federal Government

Any funds paid to the Subrecipient: (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this Subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the ARPA Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient

knowingly or improperly retains funds that are a debt. The Treasury will take any actions available to it to collect such a debt.

K. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of this Agreement or Subaward, a gross waste of federal funds, an abuse of authority relating to this Agreement or Subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this Agreement (including the competition for or negotiation of the Agreement) or Subaward.

The list of persons and entities referenced in the paragraph above includes the following:

- ii. A member of Congress or a representative of a committee of Congress;
- iii. An Inspector General;
- iv. The Government Accountability Office;
- v. A Treasury employee responsible for Agreement or grant oversight or management;
- vi. An authorized official of the Department of Justice or other law enforcement agency;
- vii. A management official or other employee of Grantee;
- viii. A court or grand jury; or
- ix. A management official or other employee of Subrecipient who has the authority to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

L. Governmental Requirements for Drug-Free Workplace (31 C.F.R. Part 20)

1. As a Subrecipient of Federal funds, Subrecipient agrees to comply with the Governmental Requirements for Drug-Free Workplace as contained in 31 C.F.R. Part 20. Subrecipient shall make a good faith effort, on a continuing basis, to maintain a drug-free workplace. To facilitate this effort, Subrecipient must:

- i. Publish a drug-free workplace statement and establish a drug-free awareness program for Subrecipient's employees, a sample of which is attached as Attachment D, hereto;
- ii. Take actions concerning employees who are convicted of violating drug statutes in the workplace, including informing Grantee of the same; and
- iii. Identify all known workplaces where work will take place under the Subaward.

2. The drug-free workplace statement must be given to each employee who will be engaged in the performance of the Scope of Work and Subaward, which is a Federal award.

3. The Subrecipient must have its drug-free workplace policy and program in place before any work occurs that is charged to the Subaward.

M. Increasing Seat Belt Use in the United States and Reducing Text Messages while Driving

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should be encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees and volunteers when operating company-owned, rented or personally owned vehicles.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipients should be encouraged to adopt and enforce policies for their employees and volunteers that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

N. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et. seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement and the Scope of Work hereunder. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

O. Assignability

This Agreement or any part or portion of the Scope of Work shall not be subcontracted, assigned, or transferred by the Subrecipient without the prior written consent of the Grantee. Any subcontract, transfer, assignment or attempt of such made in violation of this provision shall, at Grantee's election, be deemed void *ab initio* and of no effect whatsoever and may be grounds for termination of this Agreement.

P. Time

Time is of the essence in this Agreement.

Q. Survival

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of this Agreement shall so survive. Those provisions include, without limitation, those related to indemnification, maintenance, and audit of records.

R. Governing Law, Venue

This Agreement shall be governed in all respects by the laws of the State of Illinois, both as to interpretation and performance, without regard to conflict of laws or choice of law provisions. Any action arising out of or in conjunction with this Agreement shall only be instituted in Champaign County, Illinois.

S. Non-Waiver

No failure on the part of either Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by a Party of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein are cumulative and not exhaustive of any remedy available to either Party at law or in equity.

T. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

U. No Third-Party Beneficiaries

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a Party to this Agreement. This provision shall not limit any obligation which either Party has to the U.S. Treasury in connection with the use of ARPA Recovery Funds, including the obligations to provide access to records and cooperate with audits.

V. Severability

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

W. Authorization

Each Party signing this Agreement warrants to the other Party, that they have the full power and authority to execute this Agreement on behalf of the Party for whom they sign.

X. Insurance

During the term of this Agreement, at its own cost and expense, Subrecipient shall maintain in full force and effect insurance policies as enumerated herein. All policies shall be written on an occurrence basis. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A- VIII or better in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

The City of Champaign and its officers and employees shall be named as an additional insured party on the general liability policy and any umbrella policies if applicable. The City's interest as an additional insured party shall be on a primary and non-contributory basis on the policies and noted as such on the insurance certificates. Subrecipient shall provide the City with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and giving

the City at least thirty (30) days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be ten (10) days. Any renewal certificates of insurance shall be automatically provided to the City at least thirty (30) days prior to policy expiration.

- General Liability: Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence.
- Umbrella Liability policies may be used to satisfy the limit named above.

If a self-insured retention or deductible is maintained on any of the policies, the amount of the self-insured retention or deductible shall be approved by the City. Such approval shall not be unreasonably withheld. This provision shall not be construed to be a limitation of liability for the Service Provider.

Y. Indemnity/Hold Harmless

To the fullest extent allowed by law, Subrecipient shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify, and save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same including costs and attorney's fees, of or by anyone whomsoever, in any way resulting from or arising out of the operations of the Subrecipient or the Subrecipient's employees or subcontractors and acts or omissions of employees or agents of Subrecipient, unless caused solely by the City, its officers or employees. Insurance required in this Agreement shall in no way lessen or limit the liability of Subrecipient under the terms of the Agreement.

In a like manner with regard to any of its errors or omissions, to the fullest extent allowed by law, the City shall indemnify and save harmless the Subrecipient against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Subrecipient, and shall defend, indemnify, and save harmless the Subrecipient from any and all claims, demands, suits, actions, or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same including costs and attorney's fees, of or by anyone whomsoever, in any way resulting from or arising out of the operations of the City or the City's employees or subcontractors and acts or omissions of employees or agents of City, unless caused solely by the Subrecipient, its officers or employees.

IX. NOTICES

Notices required by this Agreement shall be in writing and delivered via first-class mail (postage prepaid), commercial courier, or personal delivery, with a copy sent via email. Any notice sent by the Grantee in this manner shall be effective on the date of sending; any Notice sent by the Subrecipient shall be effective five (5) business days after sending, or the date received by Grantee, whichever is later. All notices and other written communications under this Agreement shall be

addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice:

Grantee

Neighborhood Services Department
c/o Jennifer Carlson
City of Champaign
205 W. Park Avenue Suite 100
Champaign, IL 61820
217.403.7070
jennifer.carlson@champaignil.gov

Subrecipient

Champaign Park District
c/o Sarah Sandquist
706 Kenwood Road
Champaign, IL 61821-4112
217.398.2550
Sarah.Sandquist@champaignparks.org

With a copy to:

City Manager’s Office
City of Champaign
102 N. Neil Street
Champaign, IL 61820
217.403.8710
citymanagersoffice@champaignil.gov

THEREFORE, the Parties agree to the above.

For City of Champaign as Grantee:

For Champaign Park District as Subrecipient:

City Manager

Executive Director

Date: _____

Date: _____

Attest:

City Clerk

Approved as to form:

Approved as to form:

City Attorney

Park District Attorney

Attachments:

- Exhibit 1 – Projection Cost Estimate
- Exhibit 2 – Site Drawings
- Attachment A – Payment Request Form
- Attachment B – Federal Compliance Certifications
- Attachment C - Civil Rights Compliance Certifications
- Attachment D - Sample Drugfree Workplace Policy Statement

EXHIBIT 1 - PROJECT COST OPINION

Project:	Douglass Park- Concession/ Restrooms/ Ballfields	DATE:	5/23/2023	
Owner:	Champaign Park District	AEX#:	6340	
Description:	New Ball Field, Concession Stand, Misc. Rehab	OWNER#:	CPD	
Baseball Site: SF 80,384		\$/SF: \$13.04		
		REV#:		
<i>ITEM</i>		<i>%</i>	<i>AMOUNT</i>	
Pre-Planning Cost			N/A	
Site Survey and Soil Investigation			\$ 2,500.00	
Site Preparation (Incl. Demolition/Disposal)				
Hazardous Materials Remediation (Allowance)			N/A	
Off-Site Work			N/A	
WORK ITEM	ESTIMATE	\$/SF:		
GENERAL - Concessions Building and Site	369,631.68	4.60		
	-	-		
SHELL				
SUPERSTRUCTURE	-	-		
EXTERIOR CLOSURE	-	-		
ROOFING	-	-		
INTERIORS	-	-		
SERVICES				
CONVEYING	-	-		
PLUMBING	-	-		
HVAC:	-	-		
FIRE PROTECTION	-	-		
ELECTRICAL-North Field Lighting	53,250.00	0.66		
Service Upgrade, Site Lighting				
EQUIPMENT & FURNISHINGS	-	-		
NEW BASEBALL FIELD (North)	273,134.00	3.40		
Fencing				
EXISTING FIELDS	52,452.00			
Total Construction Contracts	748,467.68	9.31		\$ 748,467.68
General Contractor Markups (General Conditions, Overhead, and Profit)		15%		\$ 112,270.15
SUBTOTAL CONSTRUCTION RELATED ITEMS		10.71		\$ 860,737.83
Fixtures, Furnishings and Equipment (FFE)- Concession Equipment			\$ 10,000.00	
Architectural/Engineering/Civil Fees (Estimated) 8%			\$ 68,859.03	
Owner's Rep			\$ -	
Other Reimbursables (Printing)				
Bonds, Permits and Fees (not included in construction contracts)-Preformance Bond			\$ 8,000.00	
Fixed Capital Equipment (not in construction contracts)				
Building or Property Acquisition				
Archeological Investigation			\$ 2,500.00	
Audit				
SUBTOTAL PROJECT RELATED ITEMS		11.85	\$ 952,596.86	
Contingency		10%	\$ 95,259.69	
TOTAL FOR PROJECT		13.04	\$ 1,047,856.54	

EXHIBIT 2

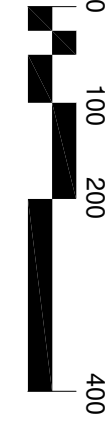
ORIGINAL SHEET SIZE: 22 X 34

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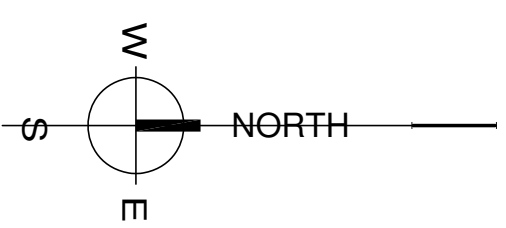
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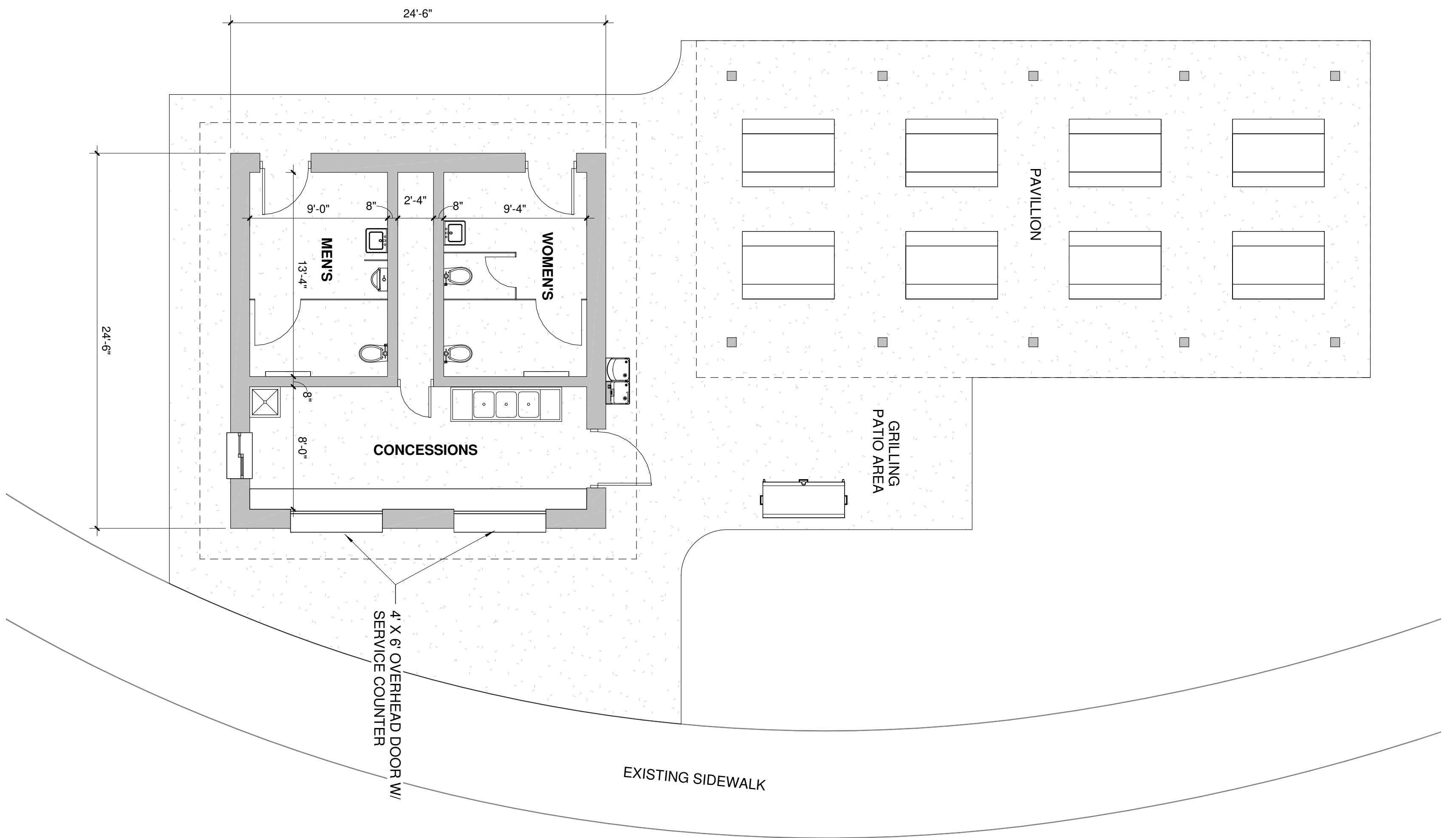
2 SITE KEY PLAN
1" = 200'-0"



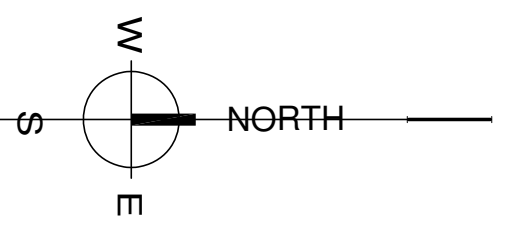
1 ARCHITECTURAL SITE PLAN
1" = 50'-0"



<p>SCHEMATIC DESIGN</p>	<p>ARCHITECTURAL SITE PLAN</p> <p>CHAMPAIGN PARK DISTRICT</p> <p>DOUGLASS PARK CONCESSIONS BUILDING AND SPORTS FIELD UPDATES</p> <p>512 E. GROVE ST CHAMPAIGN, IL</p>	<p>DATE: _____</p> <p>LIC. EXP.: _____</p>	 <p>ARCHITECTURAL EXPRESSIONS LLP ARCHITECTS • ENGINEERS</p> <p>ARCHITECTURAL EXPRESSIONS, LLP 100 CHESTNUT, SUITE 300, CHAMPAIGN, IL 61820 PHONE: 217-378-5300 FAX: 217-378-8512 www.aexllp.com IL DESIGN FRM No. 184-001487</p>																																	
<p>A1</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 75%;">Description</th> <th style="width: 20%;">Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	No.	Description	Date																																
No.	Description	Date																																		



1 BUILDING AND PAVILLION FLOOR PLAN
3/16" = 1'-0"





**ARCHITECTURAL
EXPRESSIONS LLP**
ARCHITECTS • ENGINEERS

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

FLOOR PLAN

CHAMPAIGN PARK DISTRICT
DOUGLASS PARK CONCESSIONS BUILDING AND
SPORTS FIELD UPDATES
512 E. GROVE ST CHAMPAIGN, IL

DATE: _____
LIC. EXP. : _____

No.	Description	Date

SCHEMATIC DESIGN

Project Number	6340
Date	07/07/22
Drawn By	JLK
Checked By	BAK

A2



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

DATE: _____
 LIC. EXP. : _____

PERSPECTIVE

CHAMPAIGN PARK DISTRICT
DOUGLASS PARK CONCESSIONS BUILDING AND
SPORTS FIELD UPDATES
 512 E. GROVE ST CHAMPAIGN, IL

No.	Description	Date

SCHEMATIC DESIGN

Project Number 6340
 Date 07/07/22
 Drawn By JLK
 Checked By AEX

A3

Attachment A: Subrecipient Payment Request Form

*Copies of all receipts, invoices, payroll reports, etc. must be attached to the invoice for payment request to be processed.

Remit Payment To:
Address
City, State, Zip

INVOICE

Subrecipient Agreement Name/Number:

Invoice Date:

Project Title:

Subrecipient Principal Investigator:

Invoice Number:

Invoice Amount: \$ -

Project Period	Invoice Period
<i>From:</i>	Start date
<i>To:</i>	End date
<i>From:</i>	Start date
<i>To:</i>	End date

Category	Budget	Current Expenses	Cumulative Expenses	Current Cost Sharing (if applicable)	Cumulative Cost Sharing (if applicable)
Salaries & Wages	0.00	0.00	0.00	0.00	0.00
Employee Benefits	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00	0.00
Materials and Supplies	0.00	0.00	0.00	0.00	0.00
Professional Services (Bookkeeping, audit, insurance)	0.00	0.00	0.00	0.00	0.00
Contractual Services	0.00	0.00	0.00	0.00	0.00
Other Direct Expenses	0.00	0.00	0.00	0.00	0.00
Subcontracts	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Total Costs	0.00	0.00	0.00	0.00	0.00

Total Request for Payment	0.00
----------------------------------	-------------

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Notes:

Signature

Name & Title of Subrecipient's Authorized Official

Attachment B: Federal Compliance Certifications

In addition to those stated in the Agreement, Subrecipient hereby certifies that the Subaward will be conducted and administered in compliance with:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as the Treasury may determine are inapplicable to this Subaward and subject to other exceptions as may be otherwise be provided by the Treasury. Subpart F, Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Subaward;
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. 25 is hereby incorporated by reference;
3. Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award terms set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
4. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (No procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and the Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 20, Appendix CII to Part 200 is hereby incorporated by reference;
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
7. New Restrictions on Lobbying, 31 C.F.R. Part 21;
8. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1 and Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
9. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
10. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect, which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

11. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
12. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
13. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
14. Section 3 of the Housing and Urban Development Act of 1968, as amended;
15. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
16. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
17. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;
18. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
19. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
20. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
21. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
22. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
23. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
24. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

25. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
26. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
27. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
28. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
29. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
30. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
31. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
32. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

Attachment C: Civil Rights Compliance Certification

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from, or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities.

As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or

proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient contracts with other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Attachment D: Sample Drug-Free Workplace Policy Statement

Drug-Free Workplace Policy Statement

In compliance with the requirements of the federal Drug-Free Workplace Act of 1988, it is the policy of (INSERT ORGANIZATION NAME HERE) that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (as defined in scheduled I through V of section 202 of the Controlled Substances Act, 21 U.S.C. 812) by employees in the workplace is prohibited.

The workplace includes anywhere that an employee does work for the organization that is funded by federal funds.

Violations of this prohibition by employees may result in the application of sanctions, including possible required participation in approved drug abuse assistance or rehabilitation program, and up to and including termination of employment.

The illegal use of controlled substances can seriously injure the health of employees, adversely impair the performance of their duties, and endanger the safety and well-being of fellow community members and program participants.

Therefore, this organization encourages employees who have a problem with the illegal use of controlled substances to seek professional advice and assistance.

Employees directly engaged in the work under federal grant or contract are required, as a condition of employment under the grant or contract, to:

1. Abide by the terms of this policy, and
2. Notify their supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Such convictions may result in the application of sanctions, as described above. The organization will notify the City of Champaign within ten days of receiving notice of a criminal drug statute conviction when said conviction involves a drug offense occurring in the workplace.

A copy of this statement shall be given to all employees assigned to work under a federal grant or contract.

Questions concerning the application of this policy should be addressed to (NAME), who has been assigned responsibility for its interpretation and enforcement.

Employee Signature

Date



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: June 8, 2023

SUBJECT: Approval of Professional Services Agreement with Architectural Expressions for Douglass Park Ballfield Improvements

Background

In lieu of Open Space Land Acquisition and Development (OSLAD) grant through Illinois Department of Natural Resources (IDNR) the City of Champaign is contributing \$400K to the Douglass Park Ballfield Improvements project using monies from the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The Champaign Parks Foundation is in receipt of \$300K dedicated donation, and the Champaign Park District FYE 24 Capital Improvement Plan includes \$400K for the project. Architectural Expressions (AEX) updated its cost estimate (agenda item K.3 attachments) and Professional Services Agreement (attached herewith).

Prior Board Action

August 24, 2022, Special Meeting—Approved resolution to apply for OSLAD grant.
January 11, 2023, Regular Board Meeting—Approved FYE 24 Capital Budget.

Budget Impact

Contributor	Amount (\$)
Donor	300,000
Champaign Park District	400,000
City of Champaign, pending 6/14 agenda item K.3 with attachments.	400,000
Total	1,100,000

Recommended Action

Staff recommends approval of professional services agreement with Architectural Expressions for Douglass Park Ballfield Improvements for a total cost of \$68,859.00.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Sarah Sandquist
Executive Director

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



AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourteenth day of June in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

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

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

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

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

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

6700 CPD Douglass Park Concessions Building & Sports Field Update
Champaign

The Owner and Architect agree as follows.

The Architect will produce bid documents for Douglass Park baseball complex as illustrated in preliminary drawings dated 07/07/2022. Design and program will continue to be modified under this contract, minimally. Construction budget is \$1,047,856 per Project Cost Opinion dated 5/23/2023. Monies available are \$1,100,000.

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

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

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

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

Init.

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User Notes:

(876831314)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

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

Civil Engineering (site survey not included).

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

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

ARTICLE 2 OWNER'S RESPONSIBILITIES

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

ARTICLE 3 USE OF DOCUMENTS

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

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

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

ARTICLE 5 MISCELLANEOUS PROVISIONS

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

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

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

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

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

The Owner shall pay the Architect a fixed fee of Sixty Eight Thousand Eight Hundred Fifty Nine and NO/100 Dollars (\$68,859.00). When compensation is based on a fixed fee, the fee shall include all labor and general office expenses (for Scope of the Work as defined in the Agreement) and shall not exceed the fixed payment amount without prior authorization of the Owner. When compensation is based on an hourly rate, (If Construction Administration is requested) the fee shall be based on the time spent by all of Architect's personnel engaged directly on the Work using the aforementioned hourly rate schedule, which may be subject to annual adjustments.

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

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

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

ARTICLE 7 OTHER PROVISIONS

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

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

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

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

Insurance:

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

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

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

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

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

General Insurance Provision:

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

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

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

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

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

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Brian Kesler, AIA Partner

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

Additions and Deletions Report for

AIA® Document B105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 19:24:23 CT on 06/07/2023.

PAGE 1

AGREEMENT made as of the Fourteenth day of June in the year Two Thousand Twenty-three

(Name, legal status, address and other information)

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

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

6700 CPD Douglass Park Concessions Building & Sports Field Update
Champaign

The Owner and Architect agree as follows.

The Architect will produce bid documents for Douglass Park baseball complex as illustrated in preliminary drawings dated 07/07/2022. Design and program will continue to be modified under this contract, minimally. Construction budget is \$1,047,856 per Project Cost Opinion dated 5/23/2023. Monies available are \$1,100,000.

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

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

PAGE 2

Civil Engineering (site survey not included).

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. ~~The Architect-Owner shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project.~~ The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

PAGE 3

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

The Owner shall pay the Architect an ~~initial payment of (\$) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice,~~ a fixed fee of Sixty Eight Thousand Eight Hundred Fifty Nine and NO/100 Dollars (\$68,859.00). When compensation is based on a fixed fee, the fee shall include all labor and general office expenses (for Scope of the Work as defined in the Agreement) and shall not exceed the fixed payment amount without prior authorization of the Owner. When compensation is based on an hourly rate. (If Construction Administration is requested) the fee shall be based on the time spent by all of Architect's personnel engaged directly on the Work using the aforementioned hourly rate schedule, which may be subject to annual adjustments.

The Owner shall reimburse the Architect for reasonable expenses incurred and agreed upon in the interest of the Project, plus percent (%) Project.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of percent (%) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect pursuant to the provisions of the Local Government Prompt Payment Act.

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

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

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

Insurance:

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

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

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

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

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

General Insurance Provision:

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

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

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

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

PAGE 5

Brian Kesler, AIA Partner

Certification of Document's Authenticity

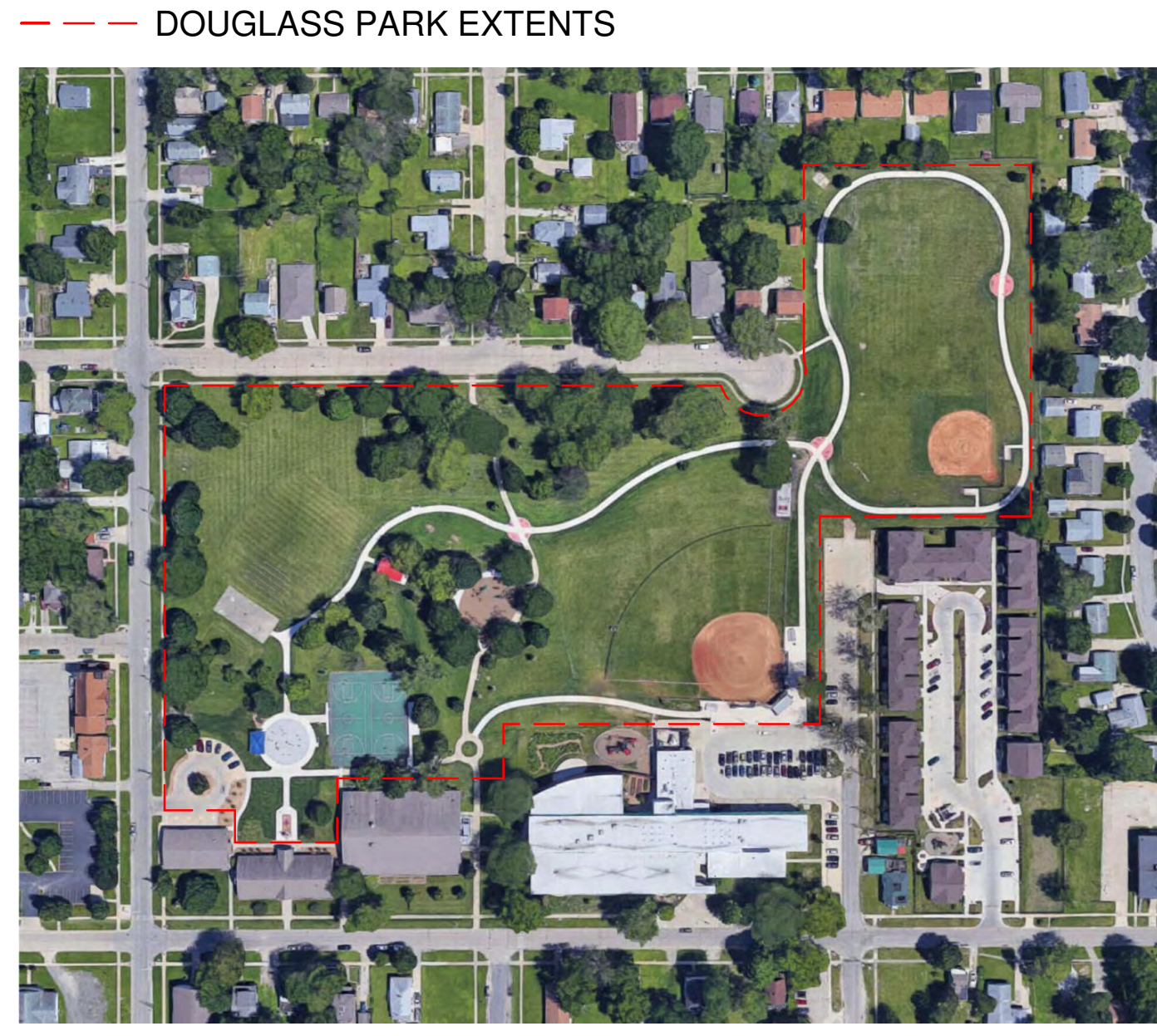
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I, Lawrence R Livergood, FAIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:24:23 CT on 06/07/2023 under Order No. 3104238599 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

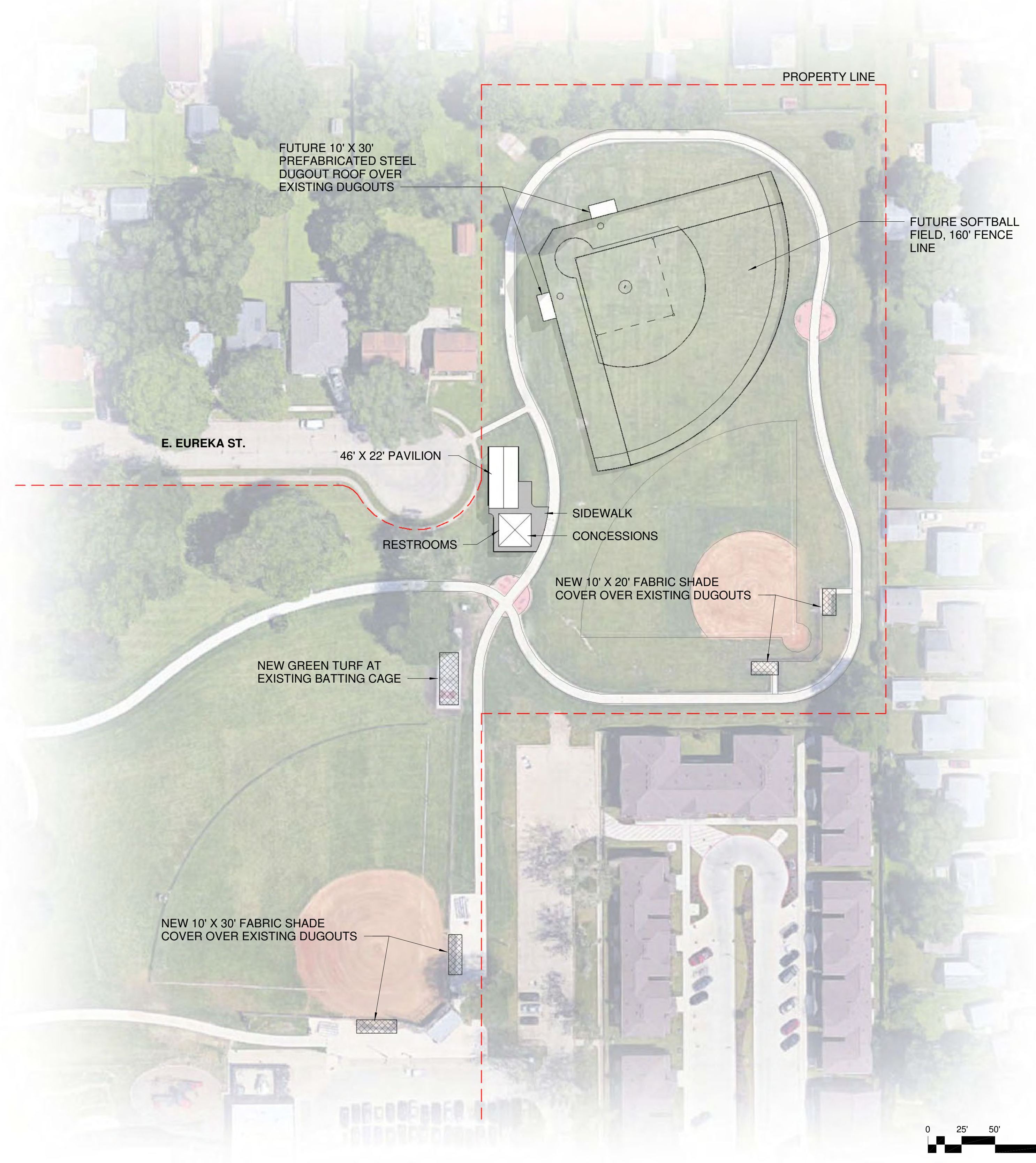
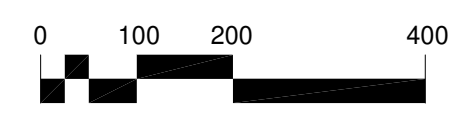
(Signed)

(Title)

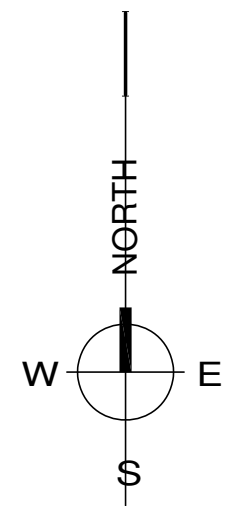
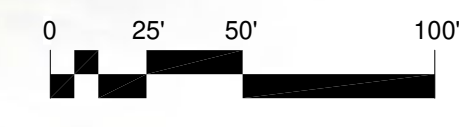
(Dated)



2 SITE KEY PLAN
1" = 200'-0"



1 ARCHITECTURAL SITE PLAN
1" = 50'-0"



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

DATE: _____
 LIC. EXP.: _____

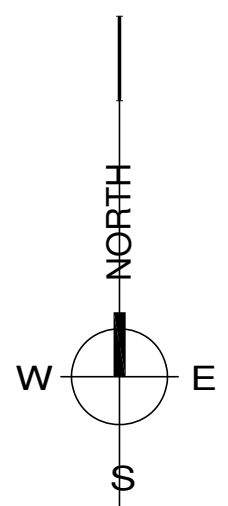
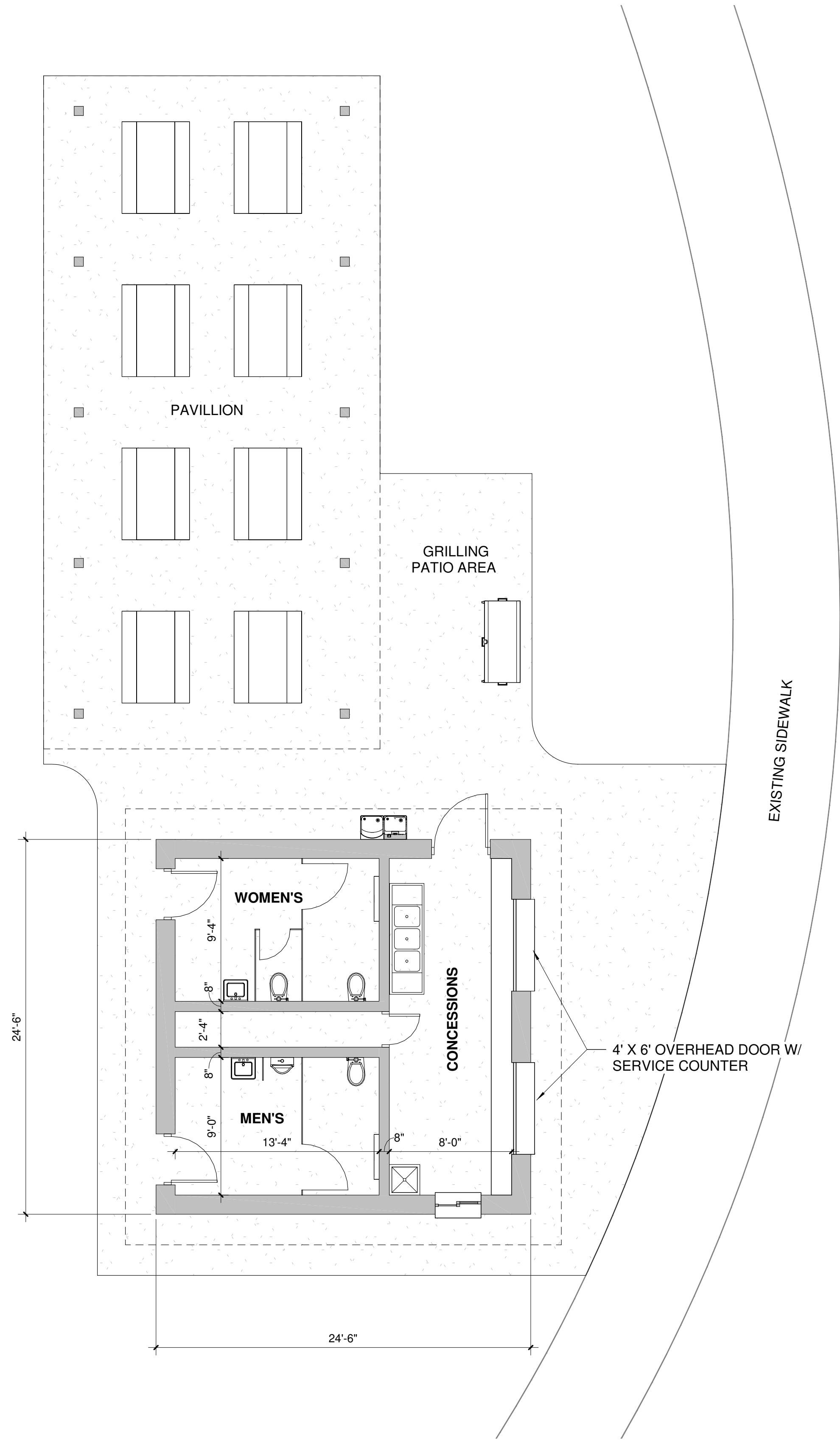
ARCHITECTURAL SITE PLAN
CHAMPAIGN PARK DISTRICT
 DOUGLASS PARK CONCESSIONS BUILDING AND
 SPORTS FIELD UPDATES
 512 E. GROVE ST CHAMPAIGN, IL

No.	Description	Date

SCHEMATIC DESIGN

Project Number	6340
Date	07/07/22
Drawn By	JLK
Checked By	AEX

A1



1 BUILDING AND PAVILION FLOOR PLAN
3/16" = 1'-0"



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

DATE: _____
LIC. EXP.: _____

FLOOR PLAN

CHAMPAIGN PARK DISTRICT
DOUGLASS PARK CONCESSIONS BUILDING AND
SPORTS FIELD UPDATES
512 E. GROVE ST CHAMPAIGN, IL

No.	Description	Date

SCHEMATIC DESIGN

Project Number	6340
Date	07/07/22
Drawn By	JLK
Checked By	BAK

A2



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

DATE: _____
 LIC. EXP.: _____

PERSPECTIVE

CHAMPAIGN PARK DISTRICT
 DOUGLASS PARK CONCESSIONS BUILDING AND
 SPORTS FIELD UPDATES
 512 E. GROVE ST CHAMPAIGN, IL

No.	Description	Date

SCHEMATIC DESIGN

Project Number	6340
Date	07/07/22
Drawn By	JLK
Checked By	AEX

A3

ARCHITECTURAL EXPRESSIONS, LLP
HOURLY RATE SCHEDULE
January 2023

STAFF POSITION	HOURLY RATE
ARCHITECTURAL	
Principal (Architect)	\$175
Architect III	\$165
Architect II	\$145
Architect I	\$115
Architectural Designer III	\$105
Architectural Designer II	\$95
Architectural Designer I	\$85
Architectural Technician III	\$85
Architectural Technician II	\$75
Architectural Technician I	\$65
Interior Designer III	\$115
Interior Designer II	\$100
Interior Designer I	\$85
Project Assistant	\$75
ENGINEERING	
Principal (Engineer)	\$175
Electrical Engineer III	\$170
Electrical Engineer II	\$145
Electrical Engineer I	\$115
Mechanical Engineer III	\$165
Mechanical Engineer II	\$145
Mechanical Engineer I	\$105
Engineering Technician III	\$90
Engineering Technician II	\$85
Engineering Technician I	\$80



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: June 14, 2023

SUBJECT: Experience Champaign Urbana Skelton Park Agreement Amendments

Background

Experience Champaign Urbana (ECU) has been leading the charge in the development of an African American Heritage Trail (AHHT) throughout Champaign County with a major node taking place at Skelton Park. Alongside this project, the City of Champaign has accelerated the Boneyard Creek Drainage plan, also running through Skelton Park. Intergovernmental agreements were established and agreed upon at the May 24, 2023 Board of Park Commissioners meeting, and June 6, 2023 at City of Champaign City Council meeting. After approval at the Park District meetings a few clarifications were posed by ECU about the terms of the agreement. The attached amendment addresses these concerns and provides a clear and concise update to the terms.

Prior Board Action

During the April 12, 2023 meeting a presentation was given by Jayne DeLuce (ECU) with an update to the Skelton Park, AHHT Project. During the May 24, 2023 Special Board Meeting, the Park Board of Commissioners approved to enter into an agreement with ECU for construction and ongoing maintenance of the park amenities. Also, during the same meeting, the Board approved an Intergovernmental Agreement and updated an existing license agreement with the City of Champaign for the project.

Budget Impact

There is no direct budget impact to this recommendation.

Recommended Action

Staff recommends the Board reconsider and amend the motion to update the terms of the amendment to the agreement with Visit Champaign County/Experience Champaign Urbana and ratify the same.

Prepared by:

Sarah Sandquist
Executive Director

Reviewed by:

Jarrod Scheunemann
Director of Administrative Services

**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 and its successors and assigns (hereinafter referred to as, "VCC" now known as Experience Champaign-Urbana, and henceforth referred to herein and deemed to refer as and when applicable in prior or future agreements as, "ECU"), 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, ECU, 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;

Whereas, ECU 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; and

Whereas, these recitals are agreed to and incorporated in the terms and conditions of this Agreement.

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. **ECU ~~Deposit~~Payment.** 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, ECU shall ~~deposit with~~provide the Park District, the amount of Three Hundred Five Thousand Dollars (\$305,000.00) which shall be used to

reimburse Park District expenditures on the Project. Such amount represents funds from ECU, the Champaign Rotary Club, and Champaign County ~~to be utilized in the construction of the Project.~~ The City of Champaign ~~is to~~shall 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). ECU shall be responsible for any non-City Project costs ~~amounts~~ in excess of ~~Four Hundred Sixty Three Hundred Five~~ Thousand Dollars (~~\$460~~305,000.00), provided that, ECU, City, and Park District shall confer in good faith to assess such costs and seek a mutually agreeable resolution thereof.

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. ECU 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 ECU the opportunity to propose changes to the Project elements or offer supplemental funding for the Project's completion. ECU shall also have the opportunity to participate in the design of the Project.

4. **Maintenance and Ownership Elements.** 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. 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, and the terms hereof. 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. The aforementioned sculpture shall be deemed to be donated by ECU to the Park District effective upon its installation at Skelton Park; ~~subject to ECU maintenance as set forth herein provided that ECU shall assist with the cost of repairs that may occur up to Five Hundred Dollars (\$500.00) in each instance.~~ ECU ~~shall~~shall be responsible for the cost of maintaining the African-American Heritage Trail signage, ~~sculpture~~engraved bricks, and Hall of Fame Trail plaque. Park District shall undertake such maintenance and invoice ECU or its successor, which shall remit payment within thirty (30) days after the date of such invoice.

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 ECU:
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. **Successors and Assigns.** The Parties each bind the other and their respective successors and assigns, in all respects, to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by either Party of its respective interest in this Agreement without the written consent of the other shall be void.

10. **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 ECU and Park District have substantially and materially contributed to its preparation.

11. **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.

12. **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.

13. **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 ECU 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, now known and doing business as Experience Champaign-Urbana

By: _____
Craig W. Hays, President

By: _____
Jayne DeLuce, President

Attest

By: _____
Jarrod Scheunemann, Board Secretary

Attest

By: _____
Brooke Gordon, Secretary

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

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WITNESSETH:

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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, ECU, 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;

Whereas, ECU 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; and

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expenditures on the Project. Such amount represents funds from ECU, the Champaign Rotary Club, and Champaign County. The City of Champaign shall 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). ECU shall be responsible for any non-City Project costs in excess of Three Hundred Five Thousand Dollars (\$305,000.00), provided that, ECU, City, and Park District shall confer in good faith to assess such costs and seek a mutually agreeable resolution thereof.

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

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IN WITNESS WHEREOF, the Park District and ECU 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, now known
and doing business as Experience Champaign-
Urbana

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: June 6, 2023

SUBJECT: Approval of agreement with OpenGov

Background

Staff currently use software to prepare the budget book that is not intuitive or user friendly. This 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 and it offers timelier budget-to-actual reporting in the same format as the budget book is prepared. The software is cloud-based with unlimited users.

Prior Board Action

The Park Board reviewed a presentation from OpenGov at the 5/24/23 Special Board meeting.

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 recommend the Board approve the agreement with OpenGov and 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



OpenGov Inc.
 PO Box 41340
 San Jose, CA 95160
 United States

Quote Number: OG-00003583
Created On: 4/18/2023
Order Form Expiration: 6/15/2023
Subscription Start Date: 6/15/2023
Subscription End Date: 6/14/2026

Prepared By: Alex Martinez
Email: amartinez@opengov.com
Contract Term: 36 Months

Customer Information		Contact Name:
Customer:	Champaign Park District, IL	Sarah Sandquist
Bill To/Ship To:	706 W Kenwood Rd Champaign, IL United States	Email: sarah.sandquist@champaignparks.org

Order Details
Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Budgeting & Planning: <i>Online Budget Book Bundle</i>	6/15/2023	6/14/2024	\$17,910.00
Budgeting & Planning: <i>Full Bundle</i>	6/15/2024	6/14/2025	\$30,493.00
Budgeting & Planning: <i>Full Bundle</i>	6/15/2025	6/14/2026	\$32,018.00

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Start Date	Annual Fee
OpenGov Deployment — One Time Fee (Prepaid Hours)	6/15/2023	\$29,260.00
OpenGov Deployment — One Time Fee (Prepaid Hours)	6/15/2024	\$21,660.00

Professional Services Total: \$50,920.00

Billing Table:

Billing Date	Amount Due	
June 15, 2023	\$47,170.00	(Annual Software Fee + Professional Services Payment 1)
June 15, 2024	\$52,153.00	(Annual Software Fee + Professional Services Payment 2)
June 15, 2025	\$32,018.00	
June 15, 2026	\$33,618.90	(Optional 3 Year Renewal Term)
June 15, 2027	\$35,299.85	
June 15, 2028	\$37,064.84	

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the date of the latest signature below. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA"), attached, and the applicable Statement of Work ("SOW"), attached.

Champaign Park District, IL

Signature: _____
 Name: _____
 Title: _____
 Date: _____

OpenGov, Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer shall be permitted to use OpenGov’s hosted software services.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov shall use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support & Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov shall address issues during business hours. OpenGov shall provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then such professional services shall be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. OpenGov shall notify Customer about the remaining balance for pre-paid professional service fees and shall negotiate an extension of time, not to exceed three (3) months, to accommodate the usage of the remaining balance if necessary.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer shall not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The design and functionality of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer shall not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data solely for the purpose of effectuating this agreement, and to use Customer Data that has been aggregated and rendered anonymous for purposes of product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**").

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov shall exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") shall not disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that, prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party, at its own cost and expense.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be

understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "Public Data," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within forty-five (45) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. The Fees for the Initial Term and Renewal Term shall be covered in the Order Form. For any renewal beyond the Renewal Term, OpenGov and Customer may agree in writing to the applicable fees..

(c) Invoicing and Payment. OpenGov shall invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov shall invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

(e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an "**On Hold Notice**") that (A) designates the Professional Services to be provided to the Customer as "**On Hold**", and (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services.

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources shall be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the

provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, and Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7.. Customer shall continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 Taxes. Customer is tax exempt and agrees to provide OpenGov evidence of such tax exempt status by a tax exemption certificate or other documentation acceptable to OpenGov. Should Customer's tax exemption status change, all Fees under this Agreement are exclusive of any applicable sales, value added, use or other taxes ("Sales Taxes") and Customer would be solely responsible for any Sales Taxes.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue for a period of three years (the "Initial Term"), unless sooner terminated pursuant to Section 7.3 below.

7.2 Renewal. Customer shall have an option to renew this Agreement for an additional three-year period (the "Renewal Term" and together with the Initial Term, the "Term").

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession except as otherwise provided for herein or by applicable law.

(b) Deletion of Customer Data. Customer may submit a written request for the deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10. Unless otherwise requested, upon the expiration or termination of this Agreement, Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4 (a),(b) (In General, Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, shall be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability shall be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer shall be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services shall perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services shall be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement shall not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND EXCEPT AS OTHERWISE PROVIDED FOR HEREIN OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED FIFTY THOUSAND DOLLARS (\$50,000).

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable and nominal gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, pandemic, epidemic, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement shall not create a continuing waiver or any expectation of non-enforcement of this Agreement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Champaign County, Illinois, and the parties hereby submit to the personal jurisdiction and venue therein.

10.10 Complete Agreement. This Agreement and any agreed upon Exhibits or Attachments are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement shall be binding, unless in writing and signed by an authorized representative of each party.

[SIGNATURE PAGE TO FOLLOW]

Signatures

Customer: Champaign Park District, IL

OPENGOV, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]



Statement of Work

Champaign Park District

Creation Date: 4/19/2023
Document Number: PS-03984
Version Number: 3
Created by: Sidney Barnes

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1. Overview and Approach

1.1. Agreement

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for Champaign Park District (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Software Services Agreement between OpenGov and Champaign Park District.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer’s use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Budgeting & Planning as defined in the OpenGov Responsibilities section of this document ([Section 2.4](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Budgeting & Planning solutions to help the Champaign Park District power a more effective and accountable government. OpenGov’s estimated charges and schedule are based on performance of the activities listed in the “OpenGov Responsibilities” section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in Champaign, IL in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2) , and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Budgeting and Planning Suite
 - i. Customer will provide Budget and Actuals data within two (2) weeks immediately following the kick-off meeting.
 - ii. Customer's Integration is unidirectional from BS&A into OpenGov. The integrated data will be linked to the Customer's OpenGov Chart Of Accounts.
 - iii. OpenGov budget proposal configuration will include: up to fifty (50) department proposals and up to fifty (50) project proposals.
 - iv. OpenGov Online Budget Book (OBB) configuration will include:
 1. Six (6) Standard OBB templates; up to fifty (50) department stories pages and up to fifty (50) project pages from the templates; and up to two (2) reports with report views to use in the OBB.
 - v. OpenGov Strategic Plan configuration will include: Two (2) Standard OG Story templates; up to ten (10) strategic plan shells, up to three (3) one hour working sessions for assistance completing the strategic plan.

2.4. OpenGov Responsibilities

2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW.

The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.4.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.4.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

- Budget & Planning Use Cases
- A. Centralized Operating Budget
 - B. Multi-Year Workforce Planning
 - C. Capital Improvement Planning
 - D. Interactive Online Budget Books

Completion Criteria:

This activity will be considered complete when:

- Budget & Planning Use Cases
- Chart of Accounts is configured
 - Operating Budget proposals are configured
 - Capital Budget proposals are configured
 - Workforce Plan is configured
 - Online Budget Book templates are configured
 - Financial integration is configured
 - Budget reports are configured

Deliverable Materials:

- Formal sign off document

2.4.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Administrator training is provided
- End User training is provided

Deliverable Materials:

- Formal sign off document

2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided

at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. The End date is reached

2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov

resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of February 29, 2024 (“End Date”) or on other dates mutually agreed to between you and OpenGov.

2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Budgeting & Planning Suite Phase 1 Illustrative Timeline		Month 1	Month 2	Month 3	Month 4
Financial Integration					
Budget and Planning Suite	Chart of Accounts				
	Online Budget Book				
GoLive Support	Hypercare				
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.					

Budgeting & Planning Suite Phase 2 Illustrative Timeline		Month 1	Month 2	Month 3	Month 4
	Capital Budget				
	Operating Budget				
	Workforce Planning				
	Budget End User Training				
GoLive Support	Hypercare				
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.					

2.9. Charges

The Services will be conducted on a Fixed Price basis. The fixed price for performing the Services defined in the SOW will be **\$50,920**. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

The schedule of invoicing the charges upon delivery of the defined events or on the listed dates is below.

Event or Date	Charges
SOW Signing	\$29,260
Kickoff of Phase 2 or May 11, 2024, whichever is sooner	\$21,660

Total	\$50,920
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Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated \$5,000 expenses without written approval from the Customer.

2.10. Offer Expiration Date

This offer will expire on July 17, 2023 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in Section 6.1(e) of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: OpenGov Budgeting & Planning Suite

Instance Creation

Budgeting & Planning Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
Provisioning Reporting & Transparency Platform	OpenGov will: <ul style="list-style-type: none"> OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules. 	Customer will: <ul style="list-style-type: none"> Confirm access to entity and modules.

Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
Technical Project Review	OpenGov will: <ul style="list-style-type: none"> Provide up to one (1) one-hour working sessions at the beginning of the project to: <ul style="list-style-type: none"> Review deliverables Review technical requirements Provide documentation on requirements and processes OpenGov Assumptions: <ul style="list-style-type: none"> Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting. 	Customer will: <ul style="list-style-type: none"> Identify relevant participants for attendance. Confirm deliverables. Gather and provide relevant data for the project.

Chart of Accounts Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Chart of Accounts (COA)	OpenGov will:	Customer will:

	<ul style="list-style-type: none"> ● Build Customer's COA in OpenGov in accordance with OpenGov technical requirements. ● Review configured COA and uploaded data and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Manage new codes ○ Edit COA ○ Create Masks 	<ul style="list-style-type: none"> ● Provide current COA and transactional data. ● Validate and provide sign off on COA. ● Maintain the COA following configuration.
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Integration Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Financial Integration	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Installation of Agent and Database View Deployment ● Integrate the following functionalities: <ul style="list-style-type: none"> ○ Actuals and Budget (Revenue and Expenses) ● Extract, transform (when required) and load the data ● Build Reports for the required functionalities <ul style="list-style-type: none"> ○ Report Name ● Validate the historical data and current year data based on the Customer provided summary report. ● Schedule the current year data load ● Monitor the data load <p>OpenGov assumptions:</p> <ul style="list-style-type: none"> ● Integration is unidirectional from the Customer's BS&A into OpenGov. ● The data will be linked to the Customer's COA. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Provide an IT resource to assist the project team in the initial set-up. ● Provide assistance to understand source system specific customizations and configurations when building the data extract. ● If OpenGov is unable to access the data per requirements, provide .csv data files via OpenGov SFTP Location. ● Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor. ● Provide a summary export data to validate against. ● Validate and provide sign off on the integrated data and reports.

Operating Budget Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Operating Budget	OpenGov will: <ul style="list-style-type: none"> ● Configure up to two (2) Proofs of Concept (POC). ● Configure one (1) Budget instance, once POC is validated. ● Configure and upload Customer's base budget files into OpenGov budget instances. ● Configure OpenGov Budget Proposals and Worksheets for up to fifty (50) Departments in the base budget file based on the agreed upon structure. ● Review configured OpenGov Budget and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Create new Proposals and Worksheets ○ Manage Budgets 	Customer will: <ul style="list-style-type: none"> ● Provide current budget. ● Validate Proof of Concept prior to OpenGov building out Budget Proposals and Worksheets. ● Validate and provide signoff on Budget Proposals and Worksheets.
Operating Budget Community Feedback Topic	OpenGov will: <ul style="list-style-type: none"> ● Configure one (1) standard budget topic in Community Feedback. ● Review configured OpenGov Topic and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Create new topics ○ Manage topics ○ Set Topics to Public and Closed. 	Customer will: <ul style="list-style-type: none"> ● Provide logo and branding guidelines. ● Validate and provide signoff on the standard budget topic. ● Update the standard budget topic with Customer relevant information.
Operating Budget Story	OpenGov will: <ul style="list-style-type: none"> ● Configure one (1) standard budget Story template. ● Review configured OpenGov Story and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Create new Stories ○ Manage Stories ○ Publish Stories 	Customer will: <ul style="list-style-type: none"> ● Provide logo and branding guidelines. ● Validate and provide signoff on Operating Budget Story template. ● Update standard budget Story with Customer relevant information

Capital Budget Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Capital Budget	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Configure up to one (1) Proofs of Concept (POC) ● Configure one (1) Budget instance, once POC is validated ● Configure and upload Customer's base budget files into OpenGov budget instances. ● Configure proposals and worksheets for up to fifty (50) Capital Projects in the base budget file based on the agreed upon structure ● Review configured OpenGov Budget and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Create new Proposals and Worksheets ○ Manage Budgets 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Provide current budget. ● Validate Proof of Concept prior to OpenGov building out proposals and worksheets ● Validate and provide signoff on Budget Proposals.
Capital Budget Story	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Configure one (1) standard capital budget Story template. ● Review configured OpenGov Story and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Create new Stories ○ Manage Stories ○ Publish Stories 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Provide logo and branding guidelines. ● Validate and provide signoff on Capital Budget Story template. ● Update standard budget Story with Customer relevant information

Workforce Planning Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Workforce Planning	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices. ● Review configured OpenGov Workforce Plan and provide training to Customer on how to: 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Provide Position calculations and tables. ● Populate the Position Template and upload the completed template into OpenGov.

	<ul style="list-style-type: none"> o Create Cost Elements o Populate and upload the Position Template 	<ul style="list-style-type: none"> ● Validate and provide signoff on the Workforce Plan calculations. ● Maintain the Workforce Plan and data once configured.
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Budget and Planning Suite Reporting Configuration

<p>Budget and Planning Suite Reporting</p>	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s). ● Configure up three (3) standard reports using the customer’s integrated financial data: <ul style="list-style-type: none"> o Annual o Budget to Actuals o Transactions ● Configure up to four (4) Operating Budget Reports using OpenGov budget data: <ul style="list-style-type: none"> o Milestones o Development o Details o Categories* ● Configure up to four (4) Capital Budget Reports using OpenGov budget data: <ul style="list-style-type: none"> o Development o Details o Categories* o Capital Plan ● Review configured OpenGov Reports and provide training Customer on how to: <ul style="list-style-type: none"> o Export Budget Data for use in OpenGov Reports. o Create new Reports o Manage Reports o Share Reports 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Validate and provide sign-off of Reports. ● Maintain the Reports once configured. ● Map OpenGov Budget export to Customer ERP import format.
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	*Budget Categories report is only available to customers using a zero-based budget.	
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Online Budget Book Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Online Budget Book (OBB)	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Based on best practices, build out the look and feel of six (6) Standard OBB Templates: <ul style="list-style-type: none"> ○ Home Page ○ Generic (multi-use) ○ Operating ○ Department ○ Capital ○ Capital Project ● Create up to two (2) OBB Reports using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells. ● Create Department and Project OBB Story Shells from OBB Templates for up to fifty (50) Departments and up to fifty (50) Projects and add OpenGov Report Views to Department and Project Story Shells. ● Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Provide logo and branding colors to OpenGov. ● Sign off on OBB Templates prior to OBB Story Shell Configuration. ● Validate and sign off on OBB Department and Project Story Shells. ● Complete Department and Project Story Shells by adding Customer content including: <ul style="list-style-type: none"> ○ Narrative ○ Images ○ External Data ● Create remaining OBB Stories from OBB Templates for each section of the Table of Contents and add Customer content including: <ul style="list-style-type: none"> ○ Narrative ○ Images ○ External Data ● Create any additional Reports and Report Views needed to add to OBB. ● Attend working sessions to get answers on OBB questions. ● Make Stories public and Publish OBB.

Strategic Plan Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Strategic Plan	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Based on best practices, build out the look and feel of two (2) Standard OBB Templates. ● Create up to ten (10) Story Shells from Templates for the Strategic Plan. ● Provide up to three (3) one-hour working sessions to answer Customer questions. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Complete Strategic Plan Story Shells by adding Customer content including: <ul style="list-style-type: none"> ○ Narrative ○ Images ○ External Data ● Create remaining Strategic Plan Stories from Strategic Plan Templates for each section of the Table of Contents and add Customer content including: <ul style="list-style-type: none"> ○ Narrative ○ Images ○ External Data ● Create Reports and Report Views needed to add to the Strategic Plan. ● Attend working sessions.

Working Sessions and Trainings

Description	OpenGov Responsibilities	Customer Responsibilities
Budgeting & Planning Working Sessions	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Per the agreed upon Project Plan, schedule working sessions with Customer's System Administrators to: <ul style="list-style-type: none"> ○ Review configurations; ○ Provide training on system functionality; ○ Gain feedback; and ○ Answer questions regarding configured system functionality. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Per the agreed upon Project Plan, attend working sessions to: <ul style="list-style-type: none"> ○ Understand configurations; ○ Gain training on system functionality; ○ Give feedback; and ○ Ask questions regarding configured system functionality
OpenGov University	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● provide access to OpenGov University online training courses intended to teach users on the basics of OpenGov. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Review training courses

Reporting & Transparency Administrator Training	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide training to Customer System Administrators on how to: <ul style="list-style-type: none"> ○ Maintain the Chart of Accounts ○ Upload and manage data for reporting ○ Create and share Reports, Dashboards, Stories, and Topics. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings.
Budgeting & Workforce Administrator Training	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide training to Customer System Administrators on how to: <ul style="list-style-type: none"> ○ Create and manage Budgets ○ Prepare to set up Next Year's Budget ○ Create and manage Workforce Plans including Cost Elements and Position Upload Templates ○ Export Budget Data for use in OpenGov Reports. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings.
Online Budget Book / Budget-in-Brief Administrator Training	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide one (1) 60- Minute System Training designed for OBB Administrators on how to: <ul style="list-style-type: none"> ○ Use and copy OBB Templates ○ Add Reports Views to Stories ○ Add Customer content including: narrative, images, and external data to Stories ○ Publish Stories ○ Update and maintain Stories. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings.
Virtual Budget End-User Training	<p>OpenGov will:</p>	<p>Customer will:</p>

	<ul style="list-style-type: none">● Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to:<ul style="list-style-type: none">○ Navigate Opengov Budgets and Reports	<ul style="list-style-type: none">● Identify relevant participants and attend scheduled trainings.
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Appendix C: Technical Requirements

C-1: OpenGov Budgeting & Planning Suite

Budgeting & Planning Suite	
Description	Technical Requirements
Chart of Accounts	<ul style="list-style-type: none"> ● Flat file ● .csv, .xls, .xlsx with headers ● Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.
Financial Data Files (Transactional Export)	<ul style="list-style-type: none"> ● Flat file ● .csv, .xls, .xlsx with headers ● 3-5 Years of Data
Financial Data Files (Summary Revenue and Expense Export)	<ul style="list-style-type: none"> ● PDF export
Current Budget	<ul style="list-style-type: none"> ● Flat file ● .csv, .xls, .xlsx with headers ● Operating Budget ● Capital Budget
Personnel Calculations and Tables	<ul style="list-style-type: none"> ● PDF, Word, csv, .xls, .xlsx with headers
Logo Image	<ul style="list-style-type: none"> ● .jpg or .png format ● Transparent
Branding guidelines	<ul style="list-style-type: none"> ● Hex codes



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: June 14, 2023

SUBJECT: Website Design Services

Background

Staff are requesting Board approval to enter into a contract with Thirdside Development for website design services.

The Champaign Park District and Champaign-Urbana Special Recreation websites were last redesigned in 2014. As the Park District has taken on more parks, programs, facilities, and services, the websites have become slow and difficult for users to navigate.

A redesign will bring a chance to reorganize the website in a more intuitive way while increasing website accessibility and encouraging more online registration among users.

Champaign Park District has contracted with Thirdside Development for several years for website maintenance and troubleshooting, as well as last year's redesign of the Virginia Theatre website.

This project is named in the FY23 Capital Improvements Plan.

Prior Board Action

The Park Board approved the FY23 Capital budget at the February 23, 2022 Special Board meeting.

Budget Impact

The total amount budgeted in the FY23 Capital budget for website redesign is \$25,000.00 (GL Code 01-01-001-58001-24PM01). The proposed amount for the Champaign Park District website is \$25,652.50. The proposed amount for the Champaign-Urbana Special Recreation website is \$11,687.50, for a total project cost of \$38,250.00. It is recommended to utilize the contingency fund for the remaining balance totaling \$12,597.50 (GL Code 16-01-001-61508-240001).

Recommended Action

Staff recommends approval of an agreement Thirdside Development to simultaneously design the Champaign Park District and Champaign-Urbana Special Recreation websites and to authorize the Executive Director to enter into a contract for a total cost of \$38,250.00 and an estimated completion date of November 1, 2023.

Prepared by:

Chelsea Norton
Director of Marketing and Development

Reviewed by:

Sarah Sandquist
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.

proposal

website design & development

Champaign Park District

jason cerezo

Co-Founder and Partner

jason@thirdside.co
217-693-3919

presented:

22 May 2023

valid until:

21 June 2023

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website design & development

summary

The Champaign Park District is looking to design and build a new website at champaignparks.org.

The purpose of this proposal is to outline ThirdSide's plan for this project. This proposal includes an overview of the project as we understand it, our proposed timeline, and the final cost. If approved, this proposal will serve as the guiding document for the project.

responsibilities

ThirdSide's role in this project will be to design and build your new website. We will work closely with you and any identified stakeholders, consult with you on the overall design and function, and make recommendations to you throughout the course of the project.

Projects of this type are highly collaborative. Our primary goal is for the final deliverables to present your message and provide public access in the best possible way in order to help you achieve your goals. This means that we will be contacting you for guidance and feedback throughout the project.

Over the course of the project, you may be working directly with various members of our team, but your primary point of contact will be our co-founder, Jason.

Additional details about this project are outlined throughout this proposal.

phase 1:

messaging and content

overview

The most important aspect of your website is your message.

Visitors to a website arrive with many questions and unknowns. The primary purpose of your website is to address the most common and important questions without requiring visitors to work to find them. Your website should tell users who you are, what you do, what your main value propositions are, and provide a clear call to action.

If your message and subsequent call to action aren't clear, your website won't be an effective tool.

our content creation process

The first step in our messaging and content process takes place during our initial discovery meeting. During this meeting, we will work with you to discover the specific story behind your organization and how you intend to present yourself to the public.

The second step is where we collect any existing text content and reorganize it into an outline that is consistent with your priorities and values. We will make any necessary edits, ensuring consistency within your message, and create any additional text content that may be needed.

The final step in this process is to present you with a complete text outline of the site for you to review and approve. We will ask you to ensure the tone is consistent with your overall brand and to verify or correct any information. From here, we move into the development phase.

Assuming communication is quick and clear, the content phase is expected to take approximately three to five weeks.

phase 2: website design

overview

ThirdSide's roots are in graphic design. We believe that a design should be functional and attractive. Functionality not only applies to making things work but ensures that internal and external users are presented with an experience that is familiar or expected. From the beginning of the project, we will work with you to discover your preferences for the overall design and structure of the site. We will utilize any brand elements you provide and create additional graphic elements as needed. We may use custom photos provided by you or professionally licensed stock photos as needed.

our design process

The first step in our design process takes place during our initial discovery meeting. We will discuss your ideas with regard to design and overall function.

The second step in our design process is to create three contrasting concepts for potential site designs that align with the content outline created in Phase 1 and your brand image. Some photographs used at this stage may be conceptual but will provide a good overall preview of specific final content.

The initial design options for the websites will be created as an interactive online slide show that shows a proposed flow. This layout will be limited to a homepage representation and up to two internal pages in desktop and mobile layouts. Based on your feedback, we will provide one round of revisions to your preferred design if needed.

The final step is to receive your approval on our finished design. From here, we move into the development phase.

Assuming communication is quick and clear, the design phase is expected to take approximately three to five weeks.

phase 3: website development

overview

All of our work will be performed in-house. This approach minimizes confusion and allows work to proceed accurately and quickly.

our development process

The first step in our development process is to create a style guide based on the approved design. This style guide will provide our development team with the necessary code to ensure your site maintains a look that is consistent with your messaging and brand image.

The second step is to build a development site on our private server. Once the basic structure of the site is in place, we will provide you with the URL so you can see our work and provide feedback when requested.

The third step is to clean up site content and address any bugs that affect the appearance or performance of the site. This step also involves testing the site on multiple devices (desktop, mobile, and tablet), performing any final code editing, and installing any analytics or tracking codes. We will also ask you to perform a final review.

The final step is the site launch. We will clone the development site to its final hosting environment and work with you to perform any necessary DNS changes.

Assuming communication is quick and clear, this phase is expected to take approximately four to six weeks.

phase 4: post-launch support

training

Within 1-2 weeks of the site's launch, we will schedule a time to provide complete training on content management for the site. This is done to ensure you are comfortable maintaining content on an ongoing basis.

one month of our managed website plan

We will provide all components of our managed website plan for a period of one month after the launch of the site. Website management will continue, at your option, as needed after the end of the first month. The details of our managed website plan are covered on page 10.

custom features

existing features

Many of the existing features that exist on the current website will be migrated to the new website. We will modify these features as needed to improve the overall design cohesiveness and/or the user experience. This includes features such as site-wide search, contact forms, the online calendar, and news updates. As requested, special attention will be given to the features listed below.

online interactive map

We will implement a robust mapping application that showcases all types of parks and facilities offered by CPD. Site visitors will be able to sort facilities by type and by specific features, all in the same map. Map location markers will include a variety of content pieces to encourage exploration.

integration with registration software

We will integrate your chosen registration software into the new site as requested. Please note that registration software options are third-party applications, so we cannot guarantee a specific level of integration. However, we will use our best judgment and follow the respective developer's suggested best practices to ensure that end-users have the best possible experience.

If necessary, integration can occur up to six months after the site launch.

ADA compliance

At launch, we will install Accessibe's custom software solution on your site to address ADA compliance. An example of this can be seen on the website for the [Champaign County Children's Advocacy Center](#). (Click the blue icon at the bottom left of any page.) There is an additional monthly charge associated with this software which is outlined on page 10.

[Want to learn more about Accessibe? Click here.](#)

cost and payment options

We estimate his project will take 250 hours to complete at our rate of \$125/hour. This brings the total estimate to \$31,250. Because CPD is an existing client, a 15% discount has been applied which brings the total to \$26,562.50.

There are two payment options: a payment schedule that aligns with the project milestones or prepaying the project in full. If you choose to prepay in full, you will receive an additional 10% discount.

Prepaying in full does not affect the development schedule.

Pay by milestone

Total: \$26,562.50

deposit (20%)

\$5,312.50

Due with signed contract

content approval (20%)

\$5,312.50

Due at the earlier of the time the content is approved or four weeks after the previous payment

design approval (20%)

\$5,312.50

Due at the earlier of the time the design is approved or four weeks after the previous payment

site launch (40%)

\$10,625

Due at the earlier of the time the site is launched and made available to the public, or four weeks after the previous payment.

Prepay in full

Total: \$23,906.25

(10% discount)

Due with signed contract

managed website plan

overview

The internet is in a constant state of change. What works for a website today may not be the best solution for tomorrow. Even though your site will be created with the utmost care, there are many parts that need to be updated and monitored on a regular basis in order to keep it properly maintained.

Our Managed Website plan provides an array of services designed to keep your website up and running with no effort on your part. We provide everything you need to keep your site clean, fast, and well-organized, so you can keep doing what you do best.

features

- Unlimited hosting on our private server*
- Annual domain name renewal**
- 128-bit SSL certificate
- Regular site software updates including WordPress core and plugins
- Daily website backups
- Crashed or damaged site restoration
- Spam comment mitigation if you choose to allow site/blog comments
- Monthly search engine visibility audit
- On-site video training library accessible to users who manage content
- Unlimited technical support via our client portal
- Discounted hourly rate for design services
- 15 minutes credit per month per site for site edits and modifications. This may be rolled over up to a maximum of three hours per site. Excess time is billable at our discounted rate in effect at the time (currently \$80/hr.)

Pricing for our Managed Website Plan will continue as-is under our current contract with CPD. The monthly cost for Accessibe ADA software (page 8) is \$49 per month. No discounts apply to Accessibe.

*You may use your own hosting. However, there may be additional time-based charges if we need to communicate directly with your hosting provider or if any unusual circumstances arise (e.g., special configuration, server-specific maintenance, server upgrade, etc.)

**Domain name must be registered through ThirdSide to take advantage of annual renewal.

about us

history

Established in 2011, ThirdSide was born out of a need for custom, professional graphic design and web services that were financially and technologically accessible to small and medium-sized businesses and organizations.

The team at ThirdSide possesses a collection of skills that include design, web development, sales and marketing, copywriting, education, and business development.

our team

lisa cerezo

Co-Founder & Lead Developer
lisa@thirdside.co

jason cerezo

Co-Founder & Creative Director
jason@thirdside.co

pat bright

Design Lead
pat@thirdside.co

melinda wells

Traffic Manager
melinda@thirdside.co

appendix:

website technical details

wordpress content management system

Most modern websites are built on content management systems that control the look, feel, operation, and content editing capabilities of a website. Since our founding, we have built all of our websites on the WordPress CMS. This has been done for a variety of reasons:

1. Cost
 - a. WordPress is 100% open-source and has no licensing fees or costs associated with its ongoing use.
2. Security
 - a. When configured and installed correctly, WordPress is highly secure.
 - b. If vulnerabilities are discovered, security updates are released by the WordPress community very quickly. In the past, security issues and updates have been identified and released in a matter of hours.
3. Portability
 - a. Due to a large developer and user base, WordPress is highly portable between developers should you decide to have another developer manage or maintain your site.
 - b. WordPress sites can be hosted on any web server with any level of security.
4. Widely used
 - a. WordPress currently powers approximately one third of all websites on the internet and by approximately three out of five websites that utilize a CMS.
5. Future compatibility
 - a. Due to the reach and popularity of WordPress, there are no concerns with future compatibility. As new technologies, integrations, and standards changes have been introduced, WordPress has been very quick to adopt them.

wordpress themes

In order to achieve maximum usability and to keep costs manageable, many WordPress developers utilize pre-built “themes” (sometimes referred to as templates) to control the way a website looks and feels. Some of these themes allow various levels of customization, however, there are always limitations.

To avoid these limitations, we build our sites using a WordPress framework. A framework is similar to a theme in that it provides the necessary software for managing the site, however, we are able to create sites that are 100% customizable in terms of design and function. This ensures that every page of your site will be coordinated and unique to your brand and image.

In addition, by utilizing a framework we are able to eliminate excess code that is often present in a pre-built theme. This means there are fewer opportunities for hacks and viruses. The lack of excess code also means your site will operate quickly and efficiently.

content control

The site's content will be fully editable by the end-user using a web interface similar to a word processor. Some areas of the site may require knowledge of HTML to edit; however, we will ensure that any sections that need to be edited on a regular basis can be edited by somebody without that knowledge. (Specifics regarding which parts require HTML vs plain text will be determined during the design phase.)

Access to the web interface is controlled via a confidential URL, username, and password. Changes are logged as they happen and can be rolled back if necessary. It is also possible to determine when most changes were made and by whom. If requested, access to specific portions of the site's design and content can be controlled based on the permissions of the user that is logged in.

Within two weeks of the site's launch, we will provide complete one-on-one training to necessary personnel on how to manage site content.

fully responsive design

Through 2022, just over 60% of all internet traffic has been from mobile phones and other mobile devices. Responsive websites are designed for optimal viewing on these devices. The site we create for you will be fully responsive so it can be easily used regardless of the device chosen by an end user.

standards compliant coding

It is our practice to utilize standards compliant coding. This practice allows us to create a site that does not use features that are proprietary to a specific web browser. We will test your site on the most common browsers in existence (Chrome, Firefox, Safari, Edge, and Opera) to ensure your site operates smoothly and effectively across the vast majority of web browsers and platforms. This will also ensure your site can be easily managed and updated in the future.

It is not possible to control what browser a particular site visitor may choose to use. As such, no developer can guarantee 100% browser compliance. Currently, the sites we develop operate as expected on greater than 99% of all browsers in use. We do not guarantee operability on web browsers that have reached end-of-life as determined by their developers.

development environment

Your site will be developed on our private cloud-dedicated server. The development sites will be blocked from search engines so we do not interfere with your current site's search engine optimization.

Website Hosting and Server Specifications

We maintain and manage our own server that is available at no additional charge to clients who use us for ongoing website management.

Our server is currently configured as follows:

- Cloud Dedicated Server
- Intel(R) Xeon(R) CPU E3-1270
- 4 Cores @ 3.6 GHZ
- 13 GB RAM; 2GB SWAP memory
- 400 GB SATA
- CentOS 7 64-bit with cPanel Fully-managed (Linux)
- ConfigServer Security & Firewall v12.09

We run a full server backup once every 24 hours in addition to hourly backups of the sites while they are in development. Server backups are stored offsite in a secure location. Site backups are stored securely on Amazon Web Services.

search engine compliance

Your site will be built so it can be properly crawled and indexed by the most popular search engines. At site launch, we will perform the following tasks to assist with search engine compliance:

- Connect your website to Google Webmaster Tools.
 - This will allow the people responsible for managing your site to keep track of backlinks and redirects as well as receive notifications regarding site health issues.
- Redirect pages whose URLs may have changed to the appropriate new page.
 - This will prevent search engines from trying to direct people to pages from your old site which may not exist anymore.
- Submit your site to Google and Bing for crawling.

NOTE: Search engine compliance is not search engine optimization (SEO). SEO is a separate service we offer and would require a separate proposal.

google analytics

Using your existing Google Analytics tracking code (if available), your site will have Google Analytics properly integrated to help you measure site traffic and the effectiveness of any campaigns you currently have running or may run in the future. If your existing Google Analytics tracking code is not available, we will create a new one for you.

thank you



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: June 9, 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 recreation purposes. Discussion at the May 24, 2023, Special Board Meeting centered around building size and project cost. Staff solicited Farnsworth Group to provide project cost opinion for varying building footprint and occupancy load (attached).

Prior Board Action

None.

Budget Impact

Potential FYE 2025 project contingent on decision and grant application amount.

Discussion and Recommendation

A successful \$1M+ grant award for the design and construction of a restroom/pavilion activity center would see the project on the FYE 2025 Capital Plan with at \$750K reimbursement in subsequent years. Staff recommends submitting a PARC grant application to IDNR if there is consensus to move ahead and for which project scope, if any.

Prepared by:

Andrew Weiss
Director of Planning

Reviewed by:

Sarah Sandquist
Executive Director



credit: www.hansenpolebuildings.com



credit: www.fisherbarns.com



credit: www.vermontcamps.org



credit: www.dcbuilding.com



credit: www.cleveland.com

Cost Opinion

Project Name:	Champaign Park District Prairie Farm Special Events Center				
Project Number:	P0230795.00				
Date:	6/8/2023				
Square Footage:	Special Events Center		4,000 SF		
	Estimated Occupancy		150		
Construction					
	Site Work	\$	300,000		
	New Building	\$	380,000		
	Contingency (15%)	\$	102,000		
	Construction Subtotal	\$	782,000		
Soft Costs					
Site Acquisition					
	Land Acquisition	\$	-		
	Land Survey	\$	19,000		
	Geotech Survey	\$	8,000		
Fees					
	A/E Fees	\$	47,800		
	Construction Testing	\$	10,000		
	Permits	\$	25,000		
	Reimbursable Expenses		-		
	Document Printing	\$	1,500		
Other Costs					
	Utility Company Service Fees	\$	40,000		
	Owner Contingency	\$	25,000		
	Technology / Telecom	\$	15,000		
	Furniture, Furnishings, & Equipment	\$	50,000		
	Soft Costs Total	\$	241,300		
	Total Budget (Construction + Soft Costs)	\$	1,023,300		

Please note that this estimate does not include the following:

Fire protection, construction layout / staking, shop tools, inflation, price escalation for each year construction occurs beyond 2023.

Cost Opinion

Project Name:	Champaign Park District Prairie Farm Special Events Center			
Project Number:	P0230795.00			
Date:	6/8/2023			
Square Footage:	Special Events Center	5,250 SF		
	Estimated Occupancy	200		
Construction				
	Site Work	\$ 300,000		
	New Building	\$ 498,750		
	Contingency (15%)	\$ 119,813		
	Construction Subtotal	\$ 918,563		
Soft Costs				
Site Acquisition				
	Land Acquisition	\$ -		
	Land Survey	\$ 19,000		
	Geotech Survey	\$ 8,000		
Fees				
	A/E Fees	\$ 56,113		
	Construction Testing	\$ 10,000		
	Permits	\$ 25,000		
	Reimbursable Expenses	-		
	Document Printing	\$ 1,500		
Other Costs				
	Utility Company Service Fees	\$ 40,000		
	Owner Contingency	\$ 25,000		
	Technology / Telecom	\$ 15,000		
	Furniture, Furnishings, & Equipment	\$ 50,000		
	Soft Costs Total	\$ 249,613		
	Total Budget (Construction + Soft Costs)	\$ 1,168,175		

Please note that this estimate does not include the following:

Fire protection, construction layout / staking, shop tools, inflation, price escalation for each year construction occurs beyond 2023.

Cost Opinion

Project Name:	Champaign Park District Prairie Farm Special Events Center			
Project Number:	P0230795.00			
Date:	6/8/2023			
Square Footage:	Special Events Center	8,000 SF		
	Estimated Occupancy	300		
Construction				
	Site Work	\$ 300,000		
	New Building	\$ 760,000		
	Contingency (15%)	\$ 159,000		
	Construction Subtotal	\$ 1,219,000		
Soft Costs				
Site Acquisition				
	Land Acquisition	\$ -		
	Land Survey	\$ 19,000		
	Geotech Survey	\$ 8,000		
Fees				
	A/E Fees	\$ 74,400		
	Construction Testing	\$ 10,000		
	Permits	\$ 25,000		
	Reimbursable Expenses	-		
	Document Printing	\$ 1,500		
Other Costs				
	Utility Company Service Fees	\$ 40,000		
	Owner Contingency	\$ 25,000		
	Technology / Telecom	\$ 15,000		
	Furniture, Furnishings, & Equipment	\$ 50,000		
	Soft Costs Total	\$ 267,900		
	Total Budget (Construction + Soft Costs)	\$ 1,486,900		

Please note that this estimate does not include the following:

Fire protection, construction layout / staking, shop tools, inflation, price escalation for each year construction occurs beyond 2023.