



**AGENDA
STUDY SESSION
BRESNAN MEETING CENTER
706 Kenwood Road
Champaign, Illinois**

**Wednesday, June 28, 2023
5:30 P.M.**

A. CALL TO ORDER

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

C. NEW BUSINESS

D. DISCUSSION ITEMS

1. Hedge Park Staff Update

E. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Par. 120/2 (c)(5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

F. COMMENTS FROM COMMISSIONERS

G. ADJOURN



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: June 23, 2023

SUBJECT: Hedge Park Update

Background

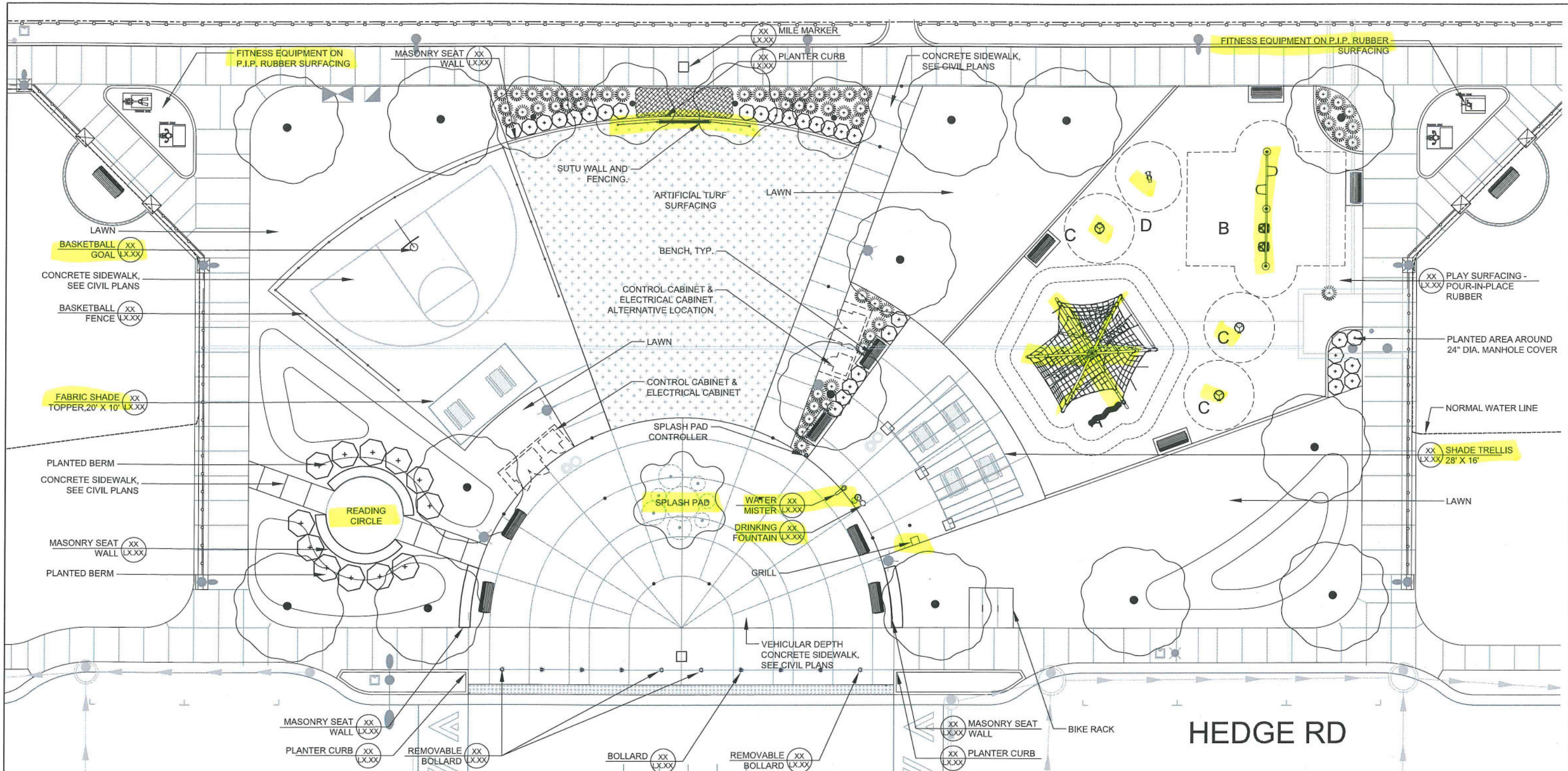
The City of Champaign (City) approached the Park District in September of 2022 with the idea of incorporating a one-acre park development within the larger \$36M Hedge Road Detention Basin Project in the Garden Hills neighborhood to be completed by fall of 2025. The City hired Clark Dietz Inc. to design the flood mitigation project, with Hitchcock Design Group (HDG) detailing the overall landscape and features in the park component. The City presented the overall concept at the November 9th, 2022, Regular Meeting. HDG has met periodically with the City and Park District Staff and Commissioners to edit park amenities and layout, with the last iteration attached. The design reflects a number of revisions, particularly within the last few months, addressing long-term durability of amenities and maintenance concerns. The attached plan highlights the following features and amenities: basketball goal, drinking fountain with mister, fitness equipment, grill, playground including net climber and swings, reading circle, shade structure, shade trellis, splash pad, and "Sutu" interactive ball wall. Draft Intergovernmental Agreement is underway with Park District Counsel and City Attorney, with update provided in report of officers.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Sarah Sandquist
Executive Director



LAYOUT NOTES

- OBTAIN APPROVAL OF LAYOUT OF LANDSCAPE BEDS, PLANTS, AND SEED LIMITS FROM OWNER AND OWNER'S REPRESENTATIVE.
- ALL CURVES SHALL BE SMOOTH AND NOT SEGMENTED
- MAINTAIN AND REPLACE STAKES AS NECESSARY THROUGHOUT CONSTRUCTION OPERATIONS.
- ADJUSTMENT TO STAKE LOCATIONS DUE TO DISCREPANCIES BETWEEN COORDINATES AND DIMENSIONS IS INCIDENTAL TO THE CONTRACT. NO ADDITIONAL PAYMENTS WILL BE MADE FOR THIS WORK.

- ELECTRONIC FILES WILL BE PROVIDED BY CLARK DIETZ FOR REVIEW.
- BASED ON FINAL GRADES, FENCE PANELS ARE TO BE LAID OUT SO RAILS ARE CONSTANTLY PARALLEL AND HOLD A CONSTANT LINE, WITH ADJUSTMENTS AS NEEDED. PRIOR TO INSTALLATION, CONTRACTOR TO SUBMIT SHOP DRAWINGS WITH FINAL FENCE LAYOUT AND GRADES FOR APPROVAL BY ENGINEER.
- RELOCATED STONE FROM BRISTOL PARK TO BE REUSED THROUGHOUT HEDGE PARK AS OUTCROPPING STONE. PRIOR TO INSTALLATION CONTRACTOR TO COORDINATE WITH ENGINEERS FINAL LOCATIONS SHALL BY APPROVED BY OWNER.

LAYOUT LEGEND

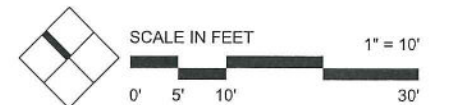
	CONCRETE PAVING		LARGE MASONRY COLUMN
	PLAY SURFACING		SMALL MASONRY COLUMN
	ARTIFICIAL TURF		BOLLARD
	BENCH		REMOVABLE BOLLARD
	STONE BENCH		TRASH AND RECYCLE RECEPTACLES
	ORNAMENTAL FENCE		DRINKING FOUNTAIN, SEE CIVIL PLANS
	ORNAMENTAL GUARDRAIL TYPE A		BIKE RACKS
	ORNAMENTAL GUARDRAIL TYPE B		RELOCATED STONE
	BASIN MASONRY COLUMN		PICNIC TABLE
			MILE MARKER
			MASONRY SEATWALL

PLAY EQUIPMENT SCHEDULE

A	PLAY STRUCTURE 2-5	F	SPIN CUP
B	ZOOM TRAX WITH AREA TRACK	G	SPRING MATE DUCK
C	SWINGS WITH ADA SEAT	H	TURTLE SPRING MATE
D	RIDGE BOULDER	I	SLIDE & SOLVE PANEL
E	MOON ROCK	J	FOUR-THE-WIN PANEL

PLAY EQUIPMENT SCHEDULE

K	RECUMBENT BIKE
L	SWITCH GLIDER
M	THE TWISTER



ClarkDietz
DESIGN FIRM REGISTRATION
No. 184-000450

HITCHCOCK DESIGN GROUP
creating better places

DESIGNED	MS	REVISED	
DRAWN	AP/DP	REVISED	
CHECKED	JK/MS	REVISED	
DATE	APRIL 2023	REVISED	



GARDEN HILLS - ROADWAY LIGHTING AND DRAINAGE IMPROVEMENTS
CITY OF CHAMPAIGN
CHAMPAIGN COUNTY, ILLINOIS

LANDSCAPE PLANS
Layout & Materials - Park Enlargement

SCALE: AS NOTED SHEET 119 OF 314 SHEETS STA. TO STA.

SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	CHAMPAIGN		119
ILLINOIS			

PRODUCTS

Fabric Shade Structure



OPTION A

Single column hip cantilever by Poligon

Size: 20'x10'

Footing size: Unknown - probably like Shade Structures - Option B

Cost: \$ 8,500.00 - shipping & installation not included.



OPTION B

T- cantilever by Shade structures Inc.

Size: 20'x10'

Post size: 5 1/2" dia.

Footing size: 2'-0" dia. x 4'-6"

Cost: \$ 11,000.00 - shipping & installation not included.

Trellis



OPTION A



Cantilever curved arbor by ICON Shade Structures

Size: 28'x16'

Footing size: approx. 2'-0" x 6'-6"

Cost: \$ 48,000.00 - shipping & installation not included.



OPTION B

Single column hip cantilever by Poligon

Size: 28'x16'

Post size: 16" x 8"

Footing size: unknown but probably like the ICON Shade Structure option A.

Cost: \$ 50,000.00 - shipping & installation not included.

Sutu Wall



SUTU WALL by Yalp

Components:

- Sutu Wall**
- Fencing: two panels per side & one panel above**
- Fence base walls**

Play equipment



Explorer Dome by Kompan



Motion Play Cone Spinner w/ Floor

Product: ZZXX0911

\$15,374

Ages 5-12yrs Space Required
18' 10" x 18' 10"
 (5,74m x 5,74m)

Product Description

The Cone Spinner presents a unique play experience each time a child interacts with the product. Children can test their courage by climbing to the top, increasing their strength, balance, and independence. The Cone Spinner also presents an inclusive play experience by being easy to access at the bottom. Children can sit and spin while their legs dangle creating a unique spinning experience. Multiple children can enjoy the product at once increasing the play value of this unique addition to any playground.

Product Details

Size: 6' 11" x 6' 11" x 8' 1"H	Capacity: 7
Weight: 367 lb	Install Hours: 9
Fall Height: 5' 0"	

OPTION A

Motion Play Cone Spinner w/ Floor by Playworld
Quantity: x1



Motion Play Spinami

Product: ZZXX0151

\$6,520

Ages 5-12yrs Space Required
24' 0" x 24' 0"
(7,32m x 7,32m)

Product Description

Upright spinning whirl accommodates lots of kids at once. The closer you stand to the center pole, the faster Spinami will spin you!

Product Details

Size: 6' 0" x 6' 0" x 10' 0"H	Capacity: 7
Color: Available in any Playworld color(s)	Weight: 343 lb
Install Hours: 6	Fall Height: 4' 0"

OPTION B

Motion Play Spinami by Playworld
Quantity: x1



Find a Rep



Download CAD/3D Assets



Download Catalogs



Blog



Contact Us(<https://playwor>)



Swings Single Post Swing 2- Seats

Product: SWING-SP

\$1,809

Ages 2-12yrs Space Required
32' 4" x 24' 1"
(9,85m x 7,34m)



Find a Rep



Download CAD/3D Assets



Download Catalogs



Blog



Contact Us(<https://playwor>)



Swings Accessible Swing Seat (8' Top Rail)

Product: ZZXX0892


Contact us for
price


Ages 2-12yrs

Product Description

Rollercoaster-style safety harness lifts for entry and snap-fits into place between legs for security (no complicated belts or buckles). Load-tested to up to 750 lbs (341kg). Complete with galvanized swing chains. Choose two plastic colors. For use on commercial-duty equipment only. Available in 7' (2,13m), 8' (2,44m) and 10' (3,05m) top rail versions.

Swing by Playworld
Components: 3 -seats and 1 Accessible Swing Seat

 Find a Rep

 Download CAD/3D Assets

 Download Catalogs

 Blog

 Contact Us(<https://playworld.com>)



Motion Play Spin Cup

Product: ZZXX0065

\$1,045

Ages 2-12yrs Space Required
14' 0" x 14' 0"
(4,27m x 4,27m)

Product Description

Stir up playtime with tons of spinning fun.

Product Details

Size: 1' 10" x 1' 10" x 2' 0"H	Capacity: 1
Color: Available in any Playworld color(s)	Weight: 58 lb
Install Hours: 2	Fall Height: 2' 0"

Motion Play Spin Cup by Playworld
Quantity: x2



Motion Play Spring Mates® Duck

Product: ZZXX0721

\$1,375

Ages 2-5

Space Required

13' 3" x 14' 3"
(4,04m x 4,34m)

Product Description

Whimsical, colorful critter adds hours of rocking fun. Made of one-piece recycled aluminum castings with a super tough powder-coated finish. Also available in a pony, chipmunk and turtle.

Product Details

Size: 1' 3" x 2' 3" x 3' 0"H	Capacity: 1
Weight: 64 lb	Install Hours: 2
Fall Height: 1' 11"	

Motion Play Spring Mates Duck by Playworld
Quantity: x1

Fitness equipment



Healthbeat Chest/Back Press by Landscape Structures
Quantity: x1



Healthbeat Hand Cycler by Landscape Structures
Quantity: x1



HealthBeat Pull-Up/Dip by Landscape Structures
Quantity: x1



HealthBeat Squat Press by Landscape Structures
Quantity: x1

Drinking Fountain



10140 by Most dependable Fountains (MDF)
Color: Black without dog bowl

Mister



530 MS by Most dependable Fountains (MDF)

Color: Black

Splash Pad (Nozzle layout)

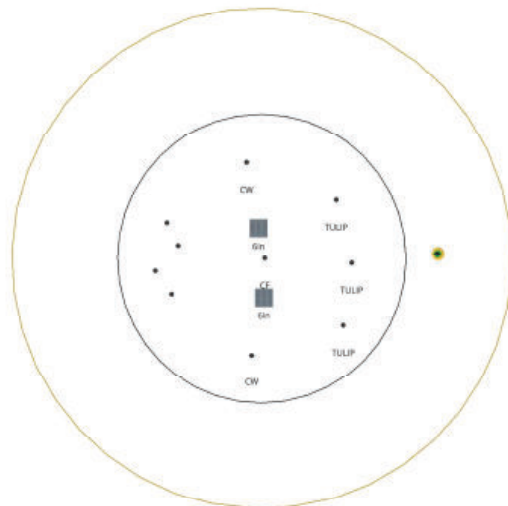


Champaign Gardens

Copyright 2022 Waterplay Solutions Corp. Artist's visual interpretation of the project. Cannot be considered factual representation of the final product

**NOT FOR CONSTRUCTION
PURPOSES**

- NOTES:
 1. MAIN AQUATIC PLAY PAD AREA: 211 SQ
 TOTAL AREA, INCLUDING OVERSPRAY ZONE: 630 SQ
 2. TO AVOID POTENTIAL DAMAGE TO SURROUNDING SOFTSCAPE AND TO KEEP PEDESTRIAN TRAFFIC FROM GETTING WET, WATERPLAY RECOMMENDS A MINIMUM OVERSPRAY OF 2.44 METRES (8'). FOR AREAS WITH HIGH WINDS, A LARGER OVERSPRAY ZONE MAY BE REQUIRED.
 3. GRADE SURROUNDING OUTSIDE PERIMETER LANDSCAPE TO PROVIDE ADDITIONAL DRAINAGE AWAY FROM OVERSPRAY PAD.
 4. SLOPES (INCLUDING MAIN AND OVERSPRAY AREAS) TO PROVIDE POSITIVE DRAINAGE TO DRAINS. IF CODE REQUIRES THAT THERE BE A ZONE SLOPING AWAY FROM THE MAIN AREA, WATERPLAY RECOMMENDS AN ADDITIONAL DRY ZONE TO MEET THAT REQUIREMENT.
 5. SLAB GRADES SUBJECT TO ENGINEER APPROVAL (NOTE: ADA MAX CROSS SLOPE: 1:48 IS 2%).



IMPERIAL 28 x 28

FOR INFORMATIONAL PURPOSES ONLY.
 LOCAL LANDSCAPE ARCHITECT, ENGINEER AND/OR APPROPRIATE AUTHORITIES HAVING JURISDICTION MUST COMPLETE ALL PARK LAYOUT, MECHANICAL & ELECTRICAL DESIGN PRIOR TO CONSTRUCTION.

DESIGNED IN:
WATERPLAY INTERACTIVE

DESIGNED BY:

1:74 2023-04-13

Champaign Gardens

IL
 Champaign



805 Crowley Avenue, Kelowna BC
 Canada V1Y 7G6
 TEL. (250) 712-3393 FAX (250) 861-4814
 info@waterplay.com

AN INTERGOVERNMENTAL AND LICENSE AGREEMENT
FOR THE CONSTRUCTION, MAINTENANCE AND USE OF FACILITIES
AT HEDGE PARK
(INCLUDING A STORMWATER DETENTION FACILITY)
(CHAMPAIGN PARK DISTRICT – CITY OF CHAMPAIGN, ILLINOIS)

This Intergovernmental and License Agreement is entered into this _____ day of _____, 2023 by and between the City of Champaign, Illinois, a Municipal Corporation (“City”), and the Champaign Park District, a Municipal Corporation (“Park District”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the City and Park District are body politics and corporate of the State of Illinois and authorized to enter into an intergovernmental agreement pursuant to Article VII of the Illinois Constitution of 1970 and Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/1, for the benefit of both entities; and

WHEREAS, the City intends to construct Phase 2 of the Garden Hills Drainage Improvements (“Project”) within a City-owned area generally located North of Hedge Road between Mattis Avenue and Hedge Court, Champaign, Illinois (the “Project Area”), as shown in more particularity on the map attached as Exhibit A hereto;

WHEREAS, the Project includes the construction of certain infrastructure improvements as more particularly described herein (the “Project”);

WHEREAS, as part of the Project, the City will construct a public park and park improvements (“Hedge Park”) of approximately 24,500 square feet in size at 1540 Hedge Road and as shown in more particularity on the map attached as Exhibit B and as described in Exhibit C hereto, which will be for public use upon completion of the Project; and

WHEREAS, the City and Park District acknowledge the each other’s contribution to the Project and long-term maintenance of the Project Area and Hedge Park, and both Parties agree

that a Park entrance sign that acknowledges the contributions of both Parties shall be incorporated into the Project along Hedge Road near the Mattis Avenue entrance in lieu of a sign at Hedge Park; and

WHEREAS, the City and Park District wish to set forth their understanding as to how improvements will be constructed in Hedge Park and which party owns the improvements after construction and which is responsible for future operation, maintenance and rehabilitation and replacement of the improvements; and

WHEREAS, the City and Park District find that the terms of this Agreement will allow ease of administration and of the future operation and maintenance of the Project Area and Hedge Park; and

NOW, THEREFORE, the Park District and City agree as follows:

Section 1. Phase 2 Garden Hills Neighborhood Drainage Improvements. Except as otherwise described in this Agreement, the City shall be responsible for the design, construction, and initial installation of all Project improvements within the Project Area and Hedge Park, all of which shall be performed in the sole direction, discretion, and approval of the City, and which shall be paid by the City, substantially in accordance with the approved plans and specifications for the Project, Project No. 14230900-0689, and any amendments thereto. Upon completion of the Project, the City shall maintain ownership and maintenance responsibility of all Project improvements within the Project Area, except as otherwise defined and described in this Agreement.

Section 2. Hedge Park Use License. Upon completion of the Project improvements described in Section 1 as certified in writing by the City Engineer to the Park District, the Park District shall be granted a license for use of Hedge Park, as described in Exhibits B and C, solely for public park purposes, for the same term and on the same conditions as otherwise contained in

this Agreement. Said License shall not be construed to create any vested right to renewal or continuation.

Section 3. City Responsibilities at Hedge Park. As part of this Agreement, the City shall be responsible for the performance of the following:

- Those items described in Section 1 of this Agreement and described in Exhibits B and C;
- Operation, maintenance, rehabilitation, and replacement of all stormwater-related infrastructure and other select Project installed infrastructure within Hedge Park, as identified in Exhibit B and described in Exhibit C.
- Operation, maintenance, rehabilitation, and replacement of backfill and subgrade under pavements, sidewalks and paved surfaces within Hedge Park, as identified in Exhibit B and described in Exhibit C.
- Maintenance, rehabilitation, and replacement of all trees and plantings within the Project Area except those located within Hedge Park, as identified in Exhibit B and described in Exhibit C.
- Management of Canadian Geese within the Project Area and Hedge Park, including obtaining nuisance wildlife control (egg oiling) permits from the Department of Natural Resources, goose dropping removal on all multi-purpose trails and hardscape within the Project Area and Hedge Park.
- Operation, maintenance, rehabilitation, and replacement of all street, pedestrian and ornamental lighting poles, fixtures, cabinets, controller, conduits, wiring and associated hardware within Hedge Park, including payment of electric services.
- Operation, maintenance, rehabilitation, and replacement of all Hedge Park WiFi internet access services; including payment of fiber optic or other broadband services.

- Installation of a Park Entrance sign along Hedge Road near the Mattis Avenue entrance that incorporates stone masonry columns with material similar to other decorative columns on the Project. The design of the sign will include the name of the park “Hedge Park” along with the City and Park District logos and phrasing to memorialize the collaborative efforts on the Project and long-term maintenance commitments of both Parties. Design of the sign shall be a collaborative effort with both Parties’ representatives, which shall be the City Manager and Park District Executive Director, or their designees, agreeing on the design elements, appearance and phrasing of the sign. The City shall be responsible for maintenance, rehabilitation and replacement of the sign. The Park District’s representative shall have input on all future sign replacements.

Section 4. Park District Responsibilities at Hedge Park and Project Area. The Park District shall be responsible for obtaining any and all permits that may be required for any work being performed by the Park District in accordance with all applicable law, including City codes and ordinances. The Park District shall maintain Hedge Park in good and clean condition that is usable for its purpose as a public park. The Park District shall be responsible for the performance of the following items within Hedge Park and other limited locations define below in the Project Area:

- General operation and maintenance of Hedge Park pursuant to the License described in Section 2, including reservation and rental pursuant to Park District policy.
- Mowing, lawncare, maintenance and repair of real and faux turf areas within Hedge Park.
- Operation, maintenance, rehabilitation, and replacement of all features within Hedge Park, as identified on Exhibit B and described in Exhibit C, including all incidental

components necessary for normal function of the features; except the features listed as City responsibility under Section 3.

- Operation, installation, maintenance, and management of benches, trees or other amenities with naming opportunities via the Champaign Parks Foundation philanthropic legacy programs, which shall only be located within Hedge Park.
- Collaboration with the City on the design, appearance and phrasing of the Park Entrance sign located along Hedge Road near the Mattis Avenue entrance. Collaboration with the City on future sign replacements, if necessary.
- Waste management services, including but not limited to trash removal, and collection from trash cans, recycling bins, and dog waste stations from Hedge Park and bins located within the Project Area along the multi-use trail surrounding the basins as identified on Exhibit A.
- Installation, maintenance, and replacement of infrastructure and amenities associated with waste management, including but not limited to trash cans, recycling cans, lids, dog waste stations, dog waste bag holders, dog waste bags and associated signs at locations mutually agreed upon by the Park District and City Engineer. The Park District is also responsible for dog waste stations located outside Hedge Park within the Project Area at locations mutually agreed upon by the Park District and City Engineer, as identified on Exhibit A.
- Design, installation, maintenance and replacement of signage internal to Hedge Park such as regulatory, directional, and rules signage. Locations to be mutually agreed upon between the Park District Director and the City Engineer.
- All replacement materials and equipment shall meet or exceed the purpose and quality of the amenities installed at the time of construction. All equipment and material

replacements and site design shall be in keeping with the original Hedge Park design intent, as shown in Exhibit B and described in Exhibit C, unless a change is approved by the Park District Director and City Engineer. At the time of replacement, City of Champaign staff shall be part of the bid or selection process for replacement elements and design services, if applicable.

- Snow and ice removal, based on Park District policy, within Hedge Park and its approach sidewalks, and on multipurpose trails and sidewalks within the Project Area surrounding the detention basins, as further described on Exhibit A.
- Include regular Park programming and events at Hedge Park that fits and is consistent with the Park District's programming for other parks and overall community programming.

Section 5. Stormwater Utility Fees. In recognition of the purpose of this Agreement and the City ownership of the property, in no event shall the Park District ever be obligated for or assessed any stormwater utility fee or other similar fee or charge regarding Hedge Park which is the subject of this Agreement.

Section 6. Indemnification. Notwithstanding any other term of this Agreement and regardless of any insurance obtained by the Park District for the benefit of the City, the Park District hereby waives, releases and shall protect and defend the City and acknowledges that the City shall not be liable for, and the Park District shall indemnify and hold the City (including all of its Council, representatives, volunteers, agents, officers and employees) harmless from any loss, liabilities, damages, suits, actions, claim, demands, expenses, attorney's fees, and costs of every kind and nature incurred by or asserted or imposed against the City or its Council, representatives, volunteers, agents, officers and employees during or after the completion of the Project arising out of or in connection with any use, non-use, possession, occupation, existence,

condition, operation, design, construction, maintenance, or management of or on or in connection with the Park District maintained portion of improvements by reason of any accident, injury including death, or damage to any person or property however caused, other than by the sole negligence or willful misconduct of the City or its Council, representatives, volunteers, officers, employees or agents.

In a like manner, the City shall hold harmless, indemnify and defend the Park District and its commissioners, officers, employees, agents, representatives, and volunteers on the same terms as set forth above for any and all loss, liabilities, damages, suits, actions, claims, demands, expenses, attorney's fees, and costs of every kind and nature incurred by or asserted or imposed against the Park District or its commissioners, officers, employees, agents, representatives, and volunteers, or any of them, by reason of any accident, injury including death, or damage to any person or property however caused, other than by the sole negligence or willfulness misconduct of the Park District or its commissioners, officers, employees, agents, representatives, and volunteers during or after completion of the Project arising out of or in connection any use, non-use, possession, occupation, existence, condition, operation, design, construction, maintenance or management of or on or in connection with the City-owned and maintained portion of the improvements.

Section 7. Insurance. The Park District shall maintain, at its sole expense, for so long as this Agreement remains in effect, a public liability and property damage insurance program which names the City as an additional insured. This insurance shall be in at least the following amounts:

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

\$300,000.00 combined single limit/property damage

The Park District shall file with the City Clerk a current certificate of insurance evidencing such coverage at the inception of this Agreement and annually thereafter as such insurance coverage is renewed, no later than December 31 of each subsequent year. The City shall provide the same coverage on the same terms, which names the Park District as an additional insured, with suitable extensions and riders as necessary to afford and confirm such coverage. All certificates of insurance in connection herewith shall be furnished to the respective Party no later than seven (7) days prior to the commencement date of this Agreement. Such insurance policies shall not be cancelled or amended without thirty (30) days prior written notice having been given to the respective Party. Any such cancellation shall form a bases for the Party to be indemnified and defended thereunder to obtain a renewal of such policy or acquire an alternative policy, for which the Party whose insurance has been cancelled shall reimburse the other.

Section 8. Term, Breach and Termination. This Agreement shall remain in general effect. In the event that either Party breaches, defaults in the performance of, or otherwise fails to comply with this Agreement, the other Party may provide notice of such breach, default or non-performance and then permit sixty (60) days after the effective date of notice to cure. The failure to cure shall be a basis for termination. The Parties may otherwise amend or terminate this Agreement by further mutual agreement, or by the City unilaterally, but only after meeting with the Park District regarding the termination and providing at least six (6) months of advance notice.

Section 9. Performance. If the Park District does not perform any of the items listed in Section 4 to the reasonable satisfaction of the City, the City may but not shall not be obligated to perform such item; however, thereafter, the City shall bill the cost of the same to the Park District at commercially reasonable expense, which shall be promptly paid by the Park District within 35 days of invoice. Prior to any such performance by the City and except in the event of

an emergency, the City shall provide written notice to the Park District of its intent to complete the item at least fourteen (14) days in advance to give the Park District an opportunity to perform. If the item cannot reasonably be completed within 14 days, the Parties may agree upon a different timeline for performance in the discretion of the City.

Section 10. Notice. All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given on the date and at the time they are sent by certified mail, return receipt requested, to the respective Party at the addresses set forth below, or at such other place address as the Parties shall provide to each other in writing. In addition, any such notice shall be contemporaneously sent by the first class regular U.S. Mail, as well as by e-mail or facsimile transmission at the address(es) or number set forth below:

City of Champaign
City Manager
102 North Neil Street
Champaign, Illinois 61820
E-Mail: _____
Facsimile Number: _____

Champaign Park District
Executive Director
706 Kenwood Road
Champaign, Illinois 61821
E-Mail: _____
Facsimile Number: _____

With a copy to:
City Attorney
Legal Department
102 N. Neil Street
Champaign, IL 61820
legaldepartment@champaignil.gov

Section 11. Assignment. This Agreement shall not be assigned or delegated by either Party without the prior written consent of the other Party. Any such assignment or delegation without the consent of the other Party shall be considered void *ab initio*.

Section 12. Applicable Law and Venue. The Parties shall comply with all applicable federal, state and local statues, rules, regulations, and ordinances with regard to the performance of carrying out of the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the venue for such claim or suit.

Section 13. Severability. In the event one or more of the provisions contained in this Agreement shall be determined by court of law having appropriate jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement and the validity, legality or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in effect.

Section 14. Waiver. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall a failure to insist upon strict compliance with any right or power at any one time or times be deemed a waiver or relinquishment of any such term, covenant, condition or right or power at any other time or times.

Section 15. Binding Effect; Timing. This Agreement shall inure to the benefit of and shall be binding upon the Parties. There are no third party beneficiaries of this Agreement. Time is of the essence.

Section 16. Entire Agreement and Amendment. This Agreement and any terms or specifications attached hereto or otherwise referred to herein constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection herewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties and dated after the date hereof.

Remainder of Page Intentionally Blank

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

CITY OF CHAMPAIGN

CHAMPAIGN PARK DISTRICT

City Manager

President

ATTEST:

ATTEST:

City Clerk

Secretary

(SEAL)

(SEAL)

APPROVED AS TO FORM FOR CITY:

APPROVED AS TO FORM FOR PARK
DISTRICT

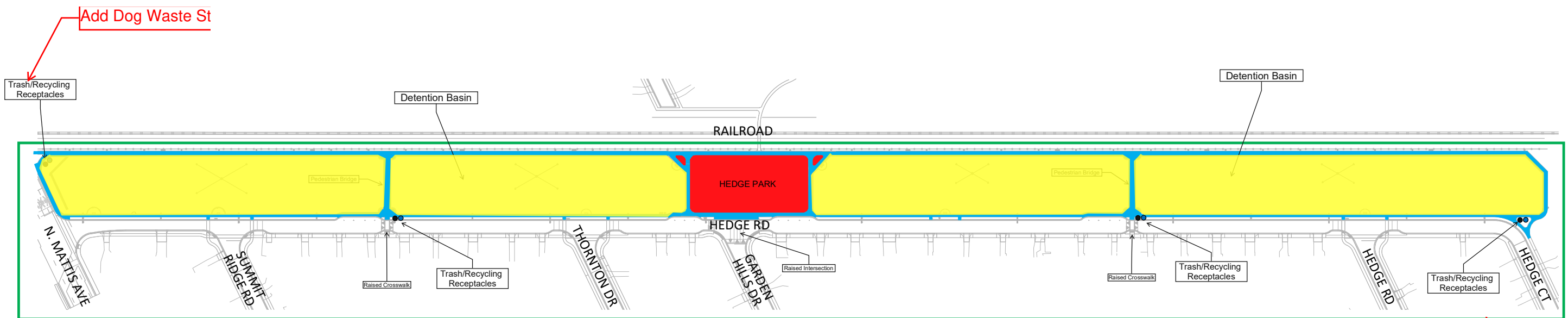
City Attorney

Its Attorney

Exhibit A: Project Area Map

Exhibit B: Hedge Park Map

Exhibit C: Hedge Park Legal Description



Project Area

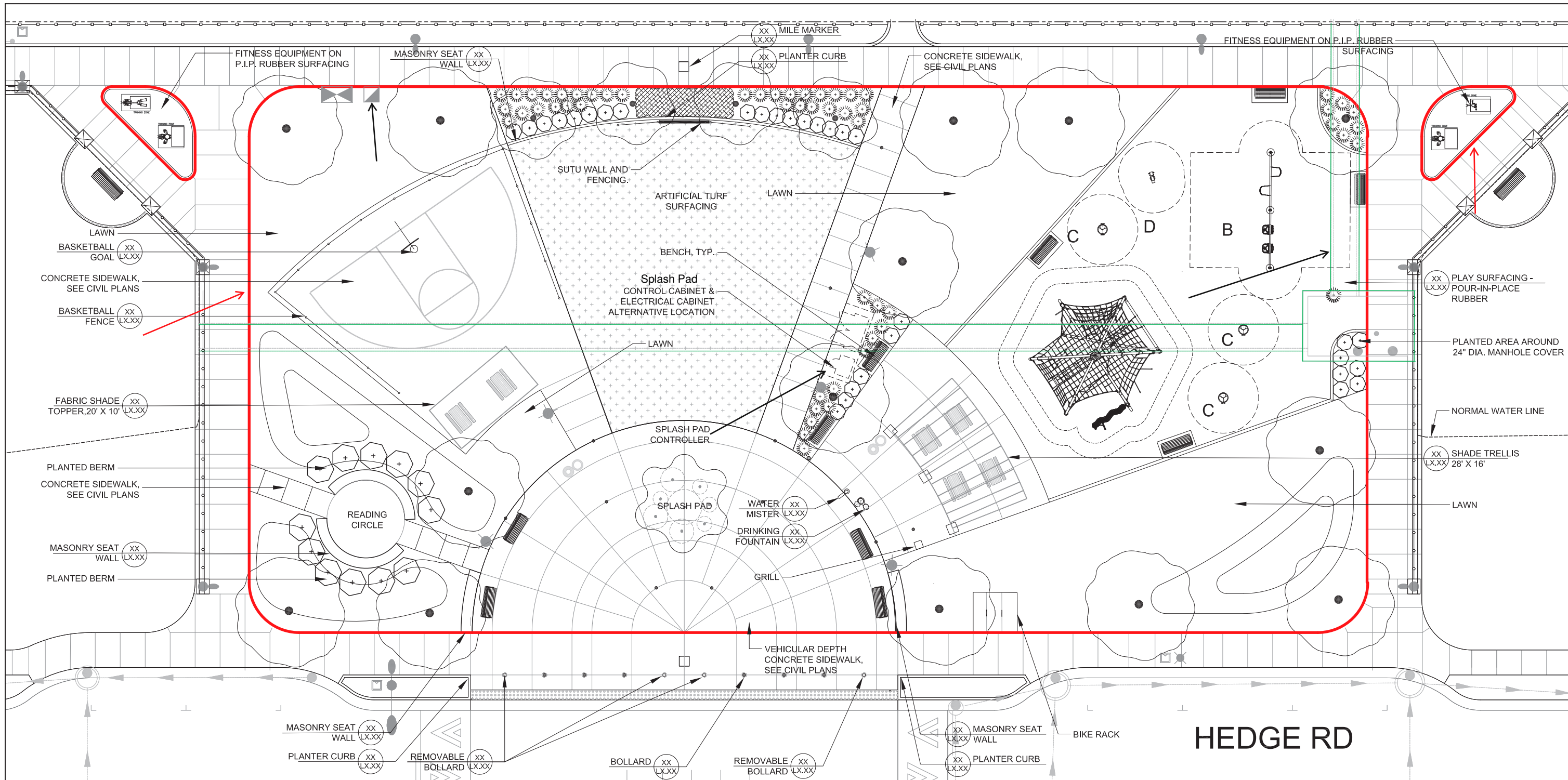
- Snow and Ice removal by Champaign Park District
- City Owned Trash/Recycling Receptacle to be regularly collected and disposed of by Champaign Park District per Park District Policy

City of Champaign Operation, Maintenance, Rehabilitation, Replacement Responsibility. City of Champaign responsible for all infrastructure and project components between the south sidewalk on Hedge Road to the ornamental fence on the north side of the detention basin. Champaign Park District only responsible for dog waste stations, trash/recycling cans and snow plowing along walk path and bridges.

DRAFT



<p>ClarkDietz DESIGN FIRM REGISTRATION No. 184-000450</p>	<p>HITCHCOCK DESIGN GROUP creating better places</p>	DESIGNED — MS	REVISED —		<p>GARDEN HILLS - ROADWAY LIGHTING AND DRAINAGE IMPROVEMENTS CITY OF CHAMPAIGN CHAMPAIGN COUNTY, ILLINOIS</p>	Exhibit A			SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DRAWN — AP/DP	REVISED —			CHAMPAIGN	ILLINOIS	49	49			
		CHECKED — JK/MS	REVISED —									
		DATE — APRIL 2023	REVISED —									
					SCALE: AS NOTED			SHEET 49 OF SHEETS			STA. TO STA.	



LAYOUT NOTES

- OBTAIN APPROVAL OF LAYOUT OF LANDSCAPE BEDS, PLANTS, AND SEED LIMITS FROM OWNER AND OWNER'S REPRESENTATIVE.
- ALL CURVES SHALL BE SMOOTH AND NOT SEGMENTED
- MAINTAIN AND REPLACE STAKES AS NECESSARY THROUGHOUT CONSTRUCTION OPERATIONS.
- ADJUSTMENT TO STAKE LOCATIONS DUE TO DISCREPANCIES BETWEEN COORDINATES AND DIMENSIONS IS INCIDENTAL TO THE CONTRACT. NO ADDITIONAL PAYMENTS WILL BE MADE FOR THIS WORK.
- ELECTRONIC FILES WILL BE PROVIDED BY CLARK DIETZ FOR REVIEW.
- BASED ON FINAL GRADES, FENCE PANELS ARE TO BE LAID OUT SO RAILS ARE CONSTANTLY PARALLEL AND HOLD A CONSTANT LINE, WITH ADJUSTMENTS AS NEEDED. PRIOR TO INSTALLATION, CONTRACTOR TO SUBMIT SHOP DRAWINGS WITH FINAL FENCE LAYOUT AND GRADES FOR APPROVAL BY ENGINEER.
- RELOCATED STONE FROM BRISTOL PARK TO BE REUSED THROUGHOUT HEDGE PARK AS OUTCROPPING STONE. PRIOR TO INSTALLATION CONTRACTOR TO COORDINATE WITH ENGINEERS FINAL LOCATIONS SHALL BY APPROVED BY OWNER.

LAYOUT LEGEND

- CONCRETE PAVING
- PLAY SURFACING
- ARTIFICIAL TURF
- BENCH
- STONE BENCH
- ORNAMENTAL FENCE
- ORNAMENTAL GUARDRAIL TYPE A
- ORNAMENTAL GUARDRAIL TYPE B
- BASIN MASONRY COLUMN
- LARGE MASONRY COLUMN
- SMALL MASONRY COLUMN
- BOLLARD
- REMOVABLE BOLLARD
- TRASH AND RECYCLE RECEPTACLES
- DRINKING FOUNTAIN, SEE CIVIL PLANS
- BIKE RACKS
- RELOCATED STONE
- PICNIC TABLE
- MILE MARKER
- MASONRY SEATWALL

PLAY EQUIPMENT SCHEDULE

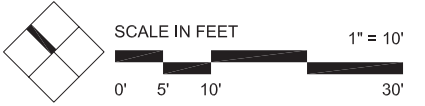
A	PLAY STRUCTURE 2-5	F	SPIN CUP
B	ZOOM TRAX WITH AREA TRACK	G	SPRING MATE DUCK
C	SWINGS WITH ADA SEAT	H	TURTLE SPRING MATE
D	RIDGE BOULDER	I	SLIDE & SOLVE PANEL
E	MOON ROCK	J	FOUR-THE-WIN PANEL

PLAY EQUIPMENT SCHEDULE

K	RECUMBENT BIKE
L	SWITCH GLIDER
M	THE TWISTER

DRAFT

06.14.2023



Clark Dietz
DESIGN FIRM REGISTRATION
No. 184-000450

HITCHCOCK DESIGN GROUP
creating better places

DESIGNED	MS	REVISED	
DRAWN	AP/DP	REVISED	
CHECKED	JK/MS	REVISED	
DATE	APRIL 2023	REVISED	



GARDEN HILLS - ROADWAY LIGHTING AND DRAINAGE IMPROVEMENTS
CITY OF CHAMPAIGN
CHAMPAIGN COUNTY, ILLINOIS

Exhibit B

SCALE: AS NOTED	SHEET 119 OF 314 SHEETS	STA. _____	TO STA. _____
-----------------	-------------------------	------------	---------------

SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	CHAMPAIGN	119	119

FILES

SDATES STIMES

ILLINOIS

Exhibit C
Hedge Park Infrastructure Responsibility Matrix For
Ownership, Maintenance, Rehabilitation, Replacement Third Party Services

Park Feature	General Components Included With Management of Features	Party Responsible For Ownership/Maintenance
Basketball Court	Concrete Court Surface, post, hoop, concrete footing, court paint striping.	Champaign Park District
Reading Circle Area	Surface and seatwalls.	Champaign Park District
Playground	Poured-in-Place surface, climbing equipment, swing set, play pieces.	Champaign Park District
Plaza/Gathering Area	Concrete surface. Cleaning surface and general upkeep.	Champaign Park District
Grass Lawn Areas	Includes turf maintenance and mowing.	Champaign Park District
Artificial Turf Area	Upkeep and management of all artificial turf areas.	Champaign Park District
Splash pad/pop-up sprayer	Includes PCC (concrete) surface and all valve nozzles, controller cabinet and all associated hardware. Includes payment of water supply services. See drain outlet in City responsibilities.	Champaign Park District
Water Mister	Includes mister, all hardware. Including payment of water supply services.	Champaign Park District
Sutu Wall	Includes repair and maintenance costs. Terms to be renegotiated after expiration of 10-year third party contract with YALP.	Champaign Park District
Trees	Includes mulching, watering and general upkeep and stewardship of all trees.	Champaign Park District
Plants/Landscape beds	Includes watering, and general upkeep and stewardship.	Champaign Park District
Fencing	All fencing including hardware and mounting components.	Champaign Park District
Seatwalls and curbs	Includes all concrete and decorative stone/masonry.	Champaign Park District
Trellis	Includes trellis, foundations, hardware. Vine replacement if applicable.	Champaign Park District
Shade sails and structure	Includes shade sails, structure, foundation and all hardware.	Champaign Park District
Sidewalks	Includes all concrete sidewalk surfaces. Cleaning surfaces and general upkeep.	Champaign Park District
Irrigation	All piping, quick couplers and access pits. Including payment of water supply services.	Champaign Park District

Exhibit C
Hedge Park Infrastructure Responsibility Matrix For
Ownership, Maintenance, Rehabilitation, Replacement Third Party Services

Park Feature	General Components Included With Management of Features	Party Responsible For Ownership/Maintenance
Drinking Fountain	Includes the fountain, all piping, connections, valves. Including payment of water bill.	Champaign Park District
Bike Loops	Includes bike loops and all hardware, mounting components and foundations.	Champaign Park District
Picnic tables	Includes picnic tables and mounting hardware.	Champaign Park District
Trash/Recycle cans	Includes all trash/recycle cans and mounting hardware. Includes in-house or contractual garbage pickup service.	Champaign Park District
Benches	Includes benches and all mounting hardware.	Champaign Park District
Fitness Equipment/Stations	Poured-in-Place surface, exercise equipment.	Champaign Park District
Site pickup of trash	Perform general pickup of garbage and cleanup of park area.	Champaign Park District
Regulatory/Rule Signage	Design, installation, maintenance of signs, posts and foundations.	Champaign Park District
Dog waste stations	Design, installation, maintenance and signage. Includes stations located in Project Areas outside of Hedge Park. See Exhibit A for Project Area locations.	Champaign Park District
Grill and Ash Bin	Grill, ash bin and associated hardware. Includes emptying/disposing ashes from bin.	Champaign Park District
Underground utility piping	Storm sewers, culverts, splash pad drainage pipe.	City of Champaign
Lighting/Controllers/Handholes	Includes all lights, conduits, wiring and hardware. Includes payment of electric service.	City of Champaign
Fiber Service/Public WiFi Equipment	Includes all conduit, wiring and hardware. Includes payment of fiber services.	City of Champaign
Bollards	Stationary and removable bollards included.	City of Champaign
Backfill and Subgrade	Includes controlled low-strength material used for backfill of utility trenches.	City of Champaign
Storm sewer manholes/inlets	Includes storm sewer structures within the park area.	City of Champaign
Detention Basin Outlet Structure	Includes large storm sewer structure located at the east end of the park.	City of Champaign

Exhibit C
Hedge Park Infrastructure Responsibility Matrix For
Ownership, Maintenance, Rehabilitation, Replacement Third Party Services

Park Feature	General Components Included With Management of Features	Party Responsible For Ownership/Maintenance
Splash pad outlet/piping.	Piping from splash pad drain to City storm sewer. Including backfill and drain network for water fountain and mister station.	City of Champaign

Notes:

- 1) The table applies to features in the park area defined on Exhibits B and some features on Exhibit A.
- 2) The list of components needed for maintenance or replacement is not all inclusive. It is understood that additional or incidental components may be required to maintain or replace a feature.